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KENNETH PRESIDENT

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

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. 20cv368984

Assigned For All Purposes to the Honorable
Patricia M. Lucas, Department 3

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

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

4 **I. DEFINITIONS**

5 A. “Agreement,” “Settlement,” or “Settlement Agreement” means this Amended
6 Stipulation of Class Action Settlement 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 Enhancement” 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: the date on which the time for appeal of the Final
10 Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal
11 is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting
12 Final Approval of Class Action Settlement.

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 Enhancement, the Class Counsel Award, PAGA Payment, PAGA
17 Settlement Award and the Settlement Administration Costs up to a maximum of Ten Million
18 Eight Hundred Seventy Two Thousand Five Hundred Dollars (\$10,872,500.00).

19 P. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less the
20 approved Class Counsel Award, Class Representative Enhancement, PAGA Payment, PAGA
21 Settlement Award and 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 Defendant 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 and (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. This Release shall include, without limitation,
27 claims that were raised, or that reasonably could have been raised, under the applicable Wage
28 Orders and California Labor Code provisions, including Labor Code §§ 201-204, 210, 223, 226,

1 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, and/or 2802, based on alleged
2 violations of these Labor Code provisions (collectively, the “Released Claims”). The period of
3 the Released Claims shall be the Class Period. The Parties agree that the judgment, and release of
4 claims provided herein, shall have *res judicata* effect. The definition of Released Claims shall not
5 be limited in any way by the possibility that Plaintiff or Settlement Class Members may discover
6 new facts or legal theories or legal arguments not alleged in the operative pleadings in the Action
7 but which might serve as an alternative basis for pursuing the same claims, causes of action or
8 legal theories of relief falling within the definition of Released Claims.

9 CC. “PAGA Released Claims” means all PAGA Claims that are alleged, reasonably
10 related to or that reasonably could have arisen out of the same facts alleged in the Action,
11 including, but not limited to claims for penalties pursuant to PAGA due to Defendant’s alleged:
12 (a) failure to pay all minimum wages owed; (b) failure to pay all overtime wages owed; (c) failure
13 to provide all meal periods; (d) failure to authorize and permit all rest periods; (e) failure to
14 provide accurate, itemized wage statements; (f) failure to timely pay all wages upon separation of
15 employment; and (g) failure to reimburse business expenses. This Release shall include, without
16 limitation, claims for penalties pursuant to PAGA that were raised, or that reasonably could have
17 been raised, under the applicable Wage Orders and California Labor Code provisions, including
18 Labor Code §§ 201-204, 210, 223, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198,
19 and/or 2802, based on alleged violations of these Labor Code provisions (collectively, the “
20 PAGA Released Claims”). The period of the PAGA Released Claims shall be the PAGA Period.
21 The Parties agree that the judgment, and release of claims provided herein, shall have *res judicata*
22 effect. The definition of PAGA Released Claims shall not be limited in any way by the
23 possibility that Plaintiff or Class Members may discover new facts or legal theories or legal
24 arguments not alleged in the operative pleadings in the Action but which might serve as an
25 alternative basis for pursuing the same claims, causes of action or legal theories of relief falling
26 within the definition of PAGA Released Claims. Upon approval of the terms of this Settlement
27 Agreement at the Final Approval Hearing, all PAGA Employees shall release and discharge
28 Defendant and the other Released Parties from PAGA Released Claims, irrespective of whether

1 that PAGA Employee validly requests exclusion from the settlement of Released Claims. A
2 Request for Exclusion does not affect the release of PAGA Claims under this Agreement.

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

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

13 FF. “Response Deadline” means the date sixty (60) days after the Settlement
14 Administrator mails Notice Packets to Class Members and the last date on which Class Members
15 may submit Requests for Exclusion or Objections to the Settlement.

16 GG. “Settlement” means the disposition of the Action pursuant to this Agreement.

17 HH. “Settlement Administrator” means ILYM Group, Inc.

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

23 **II. RECITALS**

24 A. On August 3, 2020, Plaintiff filed a Complaint, asserting the following causes of
25 action: (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); (2)
26 Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); (3) Failure to Provide
27 Hourly and Overtime Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); (4)
28 Failure to Indemnify (Lab. Code § 2802); (5) Failure to Provide Accurate Written Wage

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

5 B. On September 17, 2020, Defendant removed the action pursuant to 28 U.S.C. §§
6 1441, 1446, and 1453, asserting jurisdiction under the Class Action Fairness Act (“CAFA”), 28
7 U.S.C. §§ 1332(d).

8 C. On January 12, 2021, Plaintiff filed a First Amended Complaint asserting the
9 following claims: (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and
10 1198); (2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); (3) Failure
11 to Provide Hourly and Overtime Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and
12 1198); (4) Failure to Indemnify (Lab. Code § 2802); (5) Failure to Provide Accurate Written
13 Wage Statements (Lab. Code § 226(a)); (6) Failure to Timely Pay All Final Wages (Lab. Code §§
14 201, 202 and 203); (7) Unfair Competition (Bus. & Prof. Code § 17200 *et seq.*); and (8) Civil
15 Penalties (Lab. Code § 2698 *et seq.*). Plaintiff alleged his claims individually and on behalf of all
16 current and former non-exempt California employees employed by Defendant at any time from
17 August 3, 2016 through the present.

18 D. Through substantial formal and informal discovery, Defendant provided Plaintiff’s
19 counsel with, *inter alia*, relevant written policies, data regarding the total number of Class
20 Members, the number of current Class Members, the number of former Class Members, the
21 number of workweeks that the Class Members worked during the Class Period, the Class
22 Members’ average hourly rate of pay during the Class Period, and a fifty percent (50%) sampling
23 of the payroll and time records for the Class Members during the Class Period.

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

27 F. Defendant expressly denies any liability or wrongdoing of any kind associated
28 with the claims alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and

1 further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate
2 for class or representative action treatment. Defendant contends, among other things, that, at all
3 times, it has complied with the California Labor Code, California Business & Professions Code
4 and the Industrial Welfare Commission Wage Orders.

5 G. The Plaintiff and Class Representative is represented by Class Counsel. Class
6 Counsel conducted an investigation into the facts relevant to the Action, including reviewing
7 documents and information provided by Defendant as well as interviews with Class Members.
8 Based on their own independent investigation and evaluation, Class Counsel are of the opinion
9 that the Settlement with Defendant is fair, reasonable and adequate and in the best interest of the
10 Settlement Class in light of all known facts and circumstances, including the risks of significant
11 delay, defenses asserted by Defendant, uncertainties regarding a class and representative action
12 trial on the merits and numerous potential appellate issues. Although Defendant denies any
13 liability, Defendant is agreeing to this Settlement solely to avoid the cost of further litigation.
14 Accordingly, the Parties and their counsel desire to fully, finally and forever settle, compromise
15 and discharge all disputes and claims arising from or relating to the Action on the terms set forth
16 herein.

17 **III. TERMS OF AGREEMENT**

18 A. Settlement Consideration. Defendant shall create the Gross Settlement Amount.
19 The following will be paid out of the Gross Settlement Amount: the sum of the Individual
20 Settlement Payments, the Class Representative Enhancement, the Class Counsel Award, PAGA
21 Payment, PAGA Settlement Awards, and the Settlement Administration Costs, as specified in this
22 Agreement. In no event shall Defendant be required to pay more than the Gross Settlement
23 Amount, except that Defendant shall pay any employer-side taxes due on the Individual
24 Settlement Payments in addition to the Gross Settlement Amount.

25 B. Escalator Clause. The Gross Settlement Fund was negotiated based on the
26 understanding that there were approximately 1,517,029 workweeks worked by the Class Members
27 during the Class Period of August 3, 2016 through December 1, 2021. If the actual number of
28 workweeks worked by the Class Members during the Class Period is more than ten percent (10%)

1 greater than this figure (*i.e.*, there are more than 1,668,732 workweeks), Defendant agrees to
2 increase the Gross Settlement Amount on a proportional basis (*i.e.*, if there was an eleven percent
3 (11%) increase in the number of workweeks worked by Class Members, Defendant would agree
4 to increase the Gross Settlement Amount by one percent (1%).

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

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

27 E. General Release By Plaintiff. As of the Effective Date, in exchange for the
28 consideration set forth in this Agreement, Plaintiff, for himself and his heirs, successors and

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

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

23 Plaintiff may hereafter discover claims or facts in addition to, or different from, those
24 which she now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and
25 forever settle and release any and all claims against the Released Parties, known or unknown,
26 suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of
27 execution of this Agreement, including, but not limited to, any and all claims relating to or arising
28 from Plaintiff's employment with Defendant, except the foregoing General Release by Plaintiff

1 shall not extend to (i) his pending claims against Defendants for retaliation, failure to prevent
2 retaliation, intentional infliction of emotional distress, wrongful termination in violation of public
3 policy, and unfair business practices (Cal. Bus. & Prof. Code § 17200 *et seq.*); and (ii) those
4 rights as a matter of law that cannot be waived, including, but not limited to, workers'
5 compensation claims. The Parties further acknowledge, understand and agree that this
6 representation and commitment is essential to the Agreement and that this Agreement would not
7 have been entered into were it not for this representation and commitment.

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

- 10 1. The Court enters an order granting preliminary approval of the Settlement;
- 11 2. The Court enters an order granting final approval of the Settlement and a
12 Final Judgment in the Action;
- 13 3. The time for appeal of the Final Judgment and Order Granting Final
14 Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final
15 resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action
16 Settlement; and
- 17 4. Defendant does not invoke its right to revoke the Settlement as provided
18 herein.

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

27 H. Nullification of Settlement Agreement. In the event that this Settlement
28 Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is

1 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
2 from obtaining a complete resolution of the claims as described herein:

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

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

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

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

25 J. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
26 section, the "acknowledging party" and each Party to this Agreement other than the
27 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this
28 Agreement, and no written communication or disclosure between or among the Parties or their

1 attorneys and other advisers, is or was intended to be, nor shall any such communication or
2 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
3 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging
4 party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for
5 advice (including tax advice) in connection with this Agreement, (b) has not entered into this
6 Agreement based upon the recommendation of any other Party or any attorney or advisor to any
7 other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney
8 or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging
9 party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects
10 the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
11 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
12 tax structure of any transaction, including any transaction contemplated by this Agreement.

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

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

25 M. Settlement Administrator. The Settlement Administrator shall be responsible for:
26 (a) calculating, processing and mailing payments to the Class Representative, Class Counsel,
27 LWDA, and Settlement Class Members; (b) printing and mailing the Notice Packets to the Class
28 Members as directed by the Court; (c) receiving and reporting the objections and requests for

1 exclusion; (d) distributing tax forms to the Settlement Class Members; (e) providing
2 declaration(s), as necessary, in support of preliminary and/or final approval of this Settlement;
3 and (f) other tasks as the Parties mutually agree or the Court orders the Settlement Administrator
4 to perform. The Settlement Administrator shall keep the Parties timely apprised of the
5 performance of all Settlement Administrator responsibilities.

6 N. Settlement Administration.

7 1. Class Data. No later than twenty (20) business days after the Preliminary
8 Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for
9 purposes of preparing and mailing Notice Packets to Class Members. The Class Data shall be
10 confidential. The Settlement Administrator shall not provide the Class Data to Class Counsel or
11 Plaintiff or any third party, or use the Class Data or any information contained therein for any
12 purpose other than to administer this Settlement.

13 2. Notice Packets.

14 a) The Notice Packet shall contain the Notice of Class Action
15 Settlement in a form substantially similar to the form attached hereto as Exhibit 1. The Notice of
16 Class Action Settlement shall set forth the material terms of the Settlement, including the release
17 to be given by all members of the Settlement Class who do not request to be excluded from the
18 Settlement Class. The Notice Packet also shall be individualized by including the Compensable
19 Workweeks for both the individual Class Member as well as the entire Class, and the estimated
20 amount of their Individual Settlement Payment. The Notice Packet will also include the number
21 of pay periods worked during the PAGA period by both the individual employee and all PAGA
22 Employees, and the estimated amount of their PAGA Payment Award.

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

26 3. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the
27 Settlement Administrator will perform a search based on the National Change of Address
28 Database and/or similar database(s) to update and correct any known or identifiable address

1 changes. No later than fourteen (14) calendar days after receiving the Class Data from Defendant
2 as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all
3 Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its
4 best judgment to determine the current mailing address for each Class Member. The address
5 identified by the Settlement Administrator as the current mailing address shall be presumed to be
6 the best mailing address for each Class Member. In the event more than one address is identified,
7 then the Settlement Administrator shall mail to each potentially valid address.

8 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
9 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
10 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
11 Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing,
12 or other search using the name, address and/or Social Security number of the Class Member
13 involved, and shall then perform a re-mailing, if another mailing address is identified by the
14 Settlement Administrator. Class Members who received a re-mailed Notice Packet shall have
15 their Response Deadline extended fifteen (15) days from the original Response Deadline.

16 5. Disputes Regarding Individual Settlement Payments or PAGA Payment
17 Awards. Settlement Class Members will have the opportunity, should they disagree with
18 Defendant's records regarding the Compensable Workweeks or the number of pay periods
19 worked during the PAGA Period stated on the Notice of Class Action Settlement, to provide
20 documentation and/or an explanation to show contrary Compensable Workweeks or pay periods.
21 If there is a dispute, the Settlement Administrator will consult with the Parties to determine
22 whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility
23 for, and the amounts of, any Individual Settlement Payments or PAGA Payment Awards under
24 the terms of this Agreement. The Settlement Administrator's determination of the eligibility for
25 and amount of any Individual Settlement Payment or PAGA Payment Award shall be binding
26 upon the Settlement Class Member, the PAGA Employee, and the Parties.

27 6. Disputes Regarding Administration of Settlement. Any disputes not
28 resolved by the Settlement Administrator concerning the administration of the Settlement will be

1 resolved by the Court under the laws of the State of California. Prior to any such involvement of
2 the Court, counsel for the Parties will meet and confer in good faith to resolve the disputes
3 without the necessity of involving the Court.

4 7. Request for Exclusion. The Notice of Class Action Settlement contained in
5 the Notice Packet shall state that Class Members who wish to exclude themselves from the
6 Settlement must submit to the Settlement Administrator a signed, written statement requesting
7 exclusion from the Settlement. The written statement must contain the Class Member's name,
8 address, and telephone number. The Request for Exclusion will not be valid if it is not timely
9 submitted by the Response Deadline and received by the Settlement Administrator. The date of
10 the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive
11 means used to determine whether the Request for Exclusion was timely submitted. Any Class
12 Member who requests to be excluded from the Settlement Class will not be entitled to any
13 recovery under the Settlement and will not be bound by the terms of the Settlement or have any
14 right to object, appeal or comment thereon. Class Members who fail to submit a valid and timely
15 written Request for Exclusion on or before the Response Deadline shall be bound by all terms of
16 the Settlement and any final judgment entered in this Action if the Settlement is approved by the
17 Court. No later than five (5) calendar days after the Response Deadline, the Settlement
18 Administrator shall provide counsel for the Parties with a final list of the Class Members who
19 have timely submitted Requests for Exclusion. At no time shall any of the Parties or their counsel
20 seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion
21 from the Settlement.

22 8. Objections. All written objections and supporting papers ("Notice of
23 Objection") should: (a) clearly identify the case name and number *Kenneth President v. Walgreen*
24 *Co.*, Case No. 20-cv-06530-MMC, (b) state the basis for the objection, (c) state whether the
25 Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing,
26 (d) be signed by the Settlement Class Member; (e) be submitted to the Court either by mailing
27 them to or filing them in person at any location of the court in which the Final Approval motion
28 has been filed, and (f) be filed or postmarked on or before the Response Deadline. Settlement

1 Class Members may appear at the Final Approval/Settlement Fairness Hearing in order to have
2 their objections heard by the Court. At no time shall any of the Parties or their counsel seek to
3 solicit or otherwise encourage Settlement Class Members to file or serve written objections to the
4 Settlement or appeal from the Order and Final Judgment. Class Members who submit a Request
5 for Exclusion are not entitled to object to the Settlement.

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

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

11 a) Calculation of Individual Settlement Payments. Using the Class
12 Data, the Settlement Administrator will calculate the total Compensable Workweeks for all
13 Settlement Class Members by adding the number of Compensable Workweeks for each
14 Settlement Class Member during the Class Period. The respective Compensable Workweeks for
15 each Settlement Class Member will be divided by the total Compensable Workweeks for all
16 Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member.
17 Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement
18 Amount to calculate each Settlement Class Member's estimated Individual Settlement Payments.

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

24 2. PAGA Settlement. \$350,000.00 (Three Hundred Fifty Thousand Dollars
25 and Zero Cents) of the Gross Settlement Amount will be allocated to resolving the PAGA Claims
26 ("PAGA Settlement Amount"). Seventy-five percent (75%) of the PAGA Settlement Amount will
27 be paid to the LWDA and twenty-five percent (25%) will be paid to PAGA Employees. Each
28 PAGA Employee's PAGA Settlement Award will be determined by dividing his or her total pay

1 periods worked during the PAGA Period by the total pay periods worked by all PAGA Employees
2 during the PAGA Period. That fraction will then be multiplied by the 25% portion of the PAGA
3 Settlement Amount to arrive at the PAGA Employee's PAGA Settlement Award. These payments
4 to PAGA Employees shall be allocated as 100% penalties. PAGA Employees will be responsible
5 for paying any personal income taxes owed on the amounts they receive. PAGA Employees shall
6 have no right to opt out of or not participate in the PAGA Settlement.

7 3. Mailing. Individual Settlement Payments and PAGA Settlement Awards
8 shall be mailed by regular First Class U.S. Mail to Settlement Class Members' and PAGA
9 Employees' last known mailing address no later than fourteen (14) calendar days after the
10 Settlement Administrator receives the Gross Settlement Amount from Defendant.

11 4. Expiration. Any checks issued to Settlement Class Members and PAGA
12 Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date
13 of their issuance. If a Settlement Class Member or PAGA Employee does not cash his or her
14 settlement check within 180 days, the uncashed funds, subject to Court approval, shall be
15 transmitted to the National Association of Minority and Women Owned Law Firms.

16 5. Class Representative Enhancement. Defendant agrees not to oppose or
17 object to any application or motion by Plaintiff for a Class Representative Enhancement of up to
18 Five Thousand Dollars (\$5,000.00) to Plaintiff. The Class Representative Enhancement is in
19 exchange for the Released Claims, the General Release, and for Plaintiff's time, effort and risk in
20 bringing and prosecuting the Action. The Settlement Administrator shall pay the Class
21 Representative Enhancement to Plaintiff from the Gross Settlement Amount no later than fourteen
22 (14) calendar days after the Settlement Administrator receives the Gross Settlement Amount from
23 Defendant. Any portion of the requested Class Representative Enhancement that is not awarded
24 to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to
25 Settlement Class Members as provided in this Agreement. The Settlement Administrator shall
26 issue an IRS Form 1099-MISC to Plaintiff for his Class Representative Enhancement. Plaintiff
27 shall be solely and legally responsible to pay any and all applicable taxes on his respective Class
28 Representative Enhancement and shall hold harmless Defendant from any claim or liability for

1 taxes, penalties or interest arising as a result of the Class Representative Enhancement. The Class
2 Representative Enhancement shall be in addition to the Plaintiff's Individual Settlement Payment
3 as a Settlement Class Member. In the event that the Court reduces or does not approve the
4 requested Class Representative Enhancement, Plaintiff shall not have the right to revoke the
5 Settlement, and it will remain binding.

6 6. Class Counsel Award. Defendant agrees not to oppose or object to any
7 application or motion by Class Counsel for attorneys' fees not to exceed one-third (1/3) of the
8 Gross Settlement Amount (\$3,624,166.66). Additionally, Defendant shall not oppose an
9 application by Class Counsel for, and Class Counsel shall not seek or receive an amount in excess
10 of \$22,000.00 from the Gross Settlement Amount for all past and future litigation costs and
11 expenses necessary to prosecute, settle and administer the Action as supported by a declaration
12 from Class Counsel. The Parties agree that any and all claims for reasonable attorneys' fees and
13 costs have been settled by this Agreement and that neither Plaintiff, Settlement Class Members,
14 nor Class Counsel shall seek payment of attorneys' fees or reimbursement of costs/expenses from
15 Defendant except as set forth in this Agreement. Any portion of the requested Class Counsel
16 Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall
17 be distributed to Settlement Class Members as provided in this Agreement. The Settlement
18 Administrator shall pay the Class Counsel Award to Class Counsel from the Gross Settlement
19 Amount no later than fourteen (14) calendar days after the Settlement Administrator receives the
20 Gross Settlement Amount from Defendant. Class Counsel shall be solely and legally responsible
21 to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement
22 Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the payments made
23 pursuant to this paragraph. In the event that the Court reduces or does not approve the requested
24 Class Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke the
25 Settlement, and it will remain binding.

26 7. PAGA Payment. The Settlement Administrator shall pay seventy-five
27 percent (75%) of the PAGA Settlement Amount, or \$262,500.00 ("PAGA Payment"), to the
28 California Labor and Workforce Development Agency ("LWDA") no later than fourteen (14)

1 calendar days after the Settlement Administrator receives the Gross Settlement Amount from
2 Defendant. Twenty-five (25%), or \$87,500.00, will be distributed to PAGA Employees as
3 described in this Agreement.

4 8. Settlement Administration Costs. The Settlement Administrator shall be
5 paid for the costs of administration of the Settlement from the Gross Settlement Amount. The
6 estimate of the Settlement Administration Costs is not to exceed Eighty-Five Thousand Dollars
7 (\$85,000.00). The Settlement Administrator shall be paid the Settlement Administration Costs no
8 later than thirty (30) calendar days after Defendant provides funds to the Settlement Administrator
9 for disbursement under this Agreement.

10 9. Net Settlement Amount. The Parties estimate the amount of the Net
11 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 Settlement Amount:		\$350,000.00
		(\$262,500.00 to the LWDA and
		\$87,500.00 to be distributed to the
		PAGA Employees)
<u>Settlement Administration Costs:</u>	\$	85,000.00
Net Settlement Amount	\$	6,786,333.34

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

26 Q. Final Approval Motion. At the earliest practicable time following the expiration of
27 the Response Deadline, Plaintiff shall file with the Court a Motion for Order Granting Final
28

1 Approval and Entering Judgment, which motion shall request final approval of the Settlement and
2 the amounts payable for the Class Representative Enhancements, the Class Counsel Award, the
3 PAGA Payment, and the Settlement Administration Costs.

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

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

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

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

24 (c) Certify the Settlement Class, for settlement purposes only, and find that an
25 ascertainable class exists and a well-defined community of interest exists in the questions of law
26 and fact involved because in the context of the Settlement: (i) there are questions of law and fact
27 common to the Class Members which, as to the Settlement and all related matters, predominate
28 over any individual questions; (ii) the claims of Plaintiff are typical of the claims of the Class

1 Members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and
2 Plaintiff's Attorneys have fairly and adequately represented and protected the interests of the
3 Class Members;

4 (d) Find that the Notice and notice methodology implemented pursuant to this
5 Stipulation (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
6 calculated, under the circumstances, to apprise Class Members of the pendency of the Action,
7 their right to object to or exclude themselves from the proposed Settlement and their right to
8 appear at the Final Approval/Settlement Fairness Hearing; (iii) were reasonable and constituted
9 due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all
10 applicable requirements of the applicable rules of civil procedure, the California and United
11 States Constitutions (including the Due Process Clauses), and any other applicable law;

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

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

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

24 (h) Permanently bar and enjoin Plaintiff and all Class Members, and any
25 person acting on their behalf, from (i) filing, commencing, prosecuting, intervening in,
26 participating in (as aggrieved employees or otherwise) or receiving any benefits or other relief
27 from, any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or
28 other proceeding or order in any jurisdiction based on the PAGA Released Claims;

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

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

11 R. Option to Terminate Settlement.

12 1. Defendant's Right to Terminate. If, after the Response Deadline, the total
13 number of Class Members who submitted timely and valid Requests for Exclusion from the
14 Settlement is more than ten percent (10%) of all Class Members, Defendant shall have, in its sole
15 discretion, the option to terminate this Settlement. If Defendant exercises the option to terminate
16 this Settlement, Defendant shall: (a) provide written notice to Class Counsel within seven (7)
17 calendar days after the Response Deadline and (b) pay all Settlement Administration Costs
18 incurred up to the date or as a result of the termination; and the Parties shall proceed in all other
19 respects as if this Agreement had not been executed.

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

23 S. Motions for Preliminary and Final Approval. Class Counsel will provide an
24 opportunity for Counsel for Defendant to review the Motions for Preliminary and Final Approval
25 prior to filing with the Court. The Parties and their counsel will cooperate with each other and
26 use their best efforts to effect the Court's approval of the Motions for Preliminary and Final
27 Approval of the Settlement.

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

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

18 To Plaintiff and the Class:

19 **SETAREH LAW GROUP**

20 Shaun Setareh

21 shaun@setarehlaw.com

22 William M. Pao

23 william@setarehlaw.com

24 Nolan Dilts

25 nolan@setarehlaw.com

26 9665 Wilshire Blvd., Suite 430

27 Beverly Hills, CA 90212

28 Telephone: (310) 888-7771

 Facsimile: (310) 888-0109

 To Defendant:

BRYAN CAVE LEIGHTON PAISNER LLP

 Allison C. Eckstrom

1 1920 Main Street, Suite 1000
2 Irvine, California 92614-7276
3 Telephone: (949) 223-7000
4 Facsimile: (949) 223-7100

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

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

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

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

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

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

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

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

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

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

12 FF. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction
13 with respect to the interpretation, implementation and enforcement of the terms of this Agreement
14 and all orders and judgments entered in connection therewith, and the Parties and their counsel
15 hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and
16 enforcing the Settlement embodied in this Agreement and all orders and judgments entered in
17 connection therewith. To the extent any Party seeks to enforce any of the terms of this
18 Agreement, the prevailing party in any such enforcement action shall be entitled to seek its
19 attorneys' fees and costs incurred therewith.

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

24 HH. Publicity. Defendant may disclose the terms and contents of the Settlement, as
25 required under its contractual and legal obligations. Plaintiff and Class Counsel agree not to issue
26 press releases, communicate with, or respond to any media or publication entities, publish
27 information in manner or form, whether printed or electronic, on any medium or otherwise
28 communicate, whether by print, video, recording or any other medium, with any person or entity

1 concerning the Settlement, including the fact of the Settlement, its terms or contents and the
2 negotiations underlying the Settlement, except as shall be contractually required to effectuate the
3 terms of the Settlement as set forth herein. Nothing stated herein shall prohibit Class Counsel
4 from discussing the Settlement, the fact of Settlement, and its terms and conditions with Class
5 Members, or from filing all necessary motions and supporting memoranda related to preliminary
6 and final approval of the Settlement. Class Counsel and counsel for Defendant shall not place
7 notice of the Settlement on their respective websites. This provision does not limit Class Counsel
8 from complying with ethical obligations or from posting court-filed documents on their website
9 without commentary for viewing by Class Members.

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

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

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

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

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

11
12 Dated: December 13th, 2022

PLAINTIFF

13
14 By: 
ID pa6qJMc9MKoeuBS2x2Ls9BX

KENNETH PRESIDENT

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16
17 Dated: December __, 2022

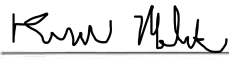
SETAREH LAW GROUP

18
19
20 By: 

21 Shaun Setareh
22 William M. Pao
23 Nolan Dilts
24 Class Counsel and Counsel for
25 Plaintiff Kenneth President

26
27 Dated: December 20, 2022

DEFENDANT WALGREEN CO.

28 By: 

Name:

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Title:

Dated: December 20, 2022

**BRYAN CAVE LEIGHTON PAISNER
LLP**



By: _____

Allison C. Eckstrom
Attorneys for Defendant
Walgreen Co.

eSignature Details

Signer ID:	pa6qjMcb9MKoeuBSZx2Ls9BX
Signed by:	Kenneth President
Sent to email:	Kenpresident2001@yahoo.com
IP Address:	47.155.102.157
Signed at:	Dec 1 2022, 10:00 am PST