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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JOY ANN JULIAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

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

Defendant.

Case No. 3:20-cv-09446-VC

Hon. Vince Chhabria
Courtroom 4

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

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This Stipulation of Class Action Settlement and Release of Claims is entered into by and between Plaintiff Joy Ann Julian, individually and on behalf of the Settlement Class, and Defendant Walgreen Co.

I. DEFINITIONS

A. “Agreement” or “Settlement” means this Stipulation of Class Action Settlement and Release of Claims.

B. “Action” means the lawsuit, entitled *Joy Ann Julian v. Walgreen Co.*, filed on November 16, 2020 in the Superior Court for the State of California, County of San Mateo (Case No. 20-CIV-05044), and subsequently removed to the United States District Court for the Northern District of California, where it was assigned Case No. 3:20-cv-09446-VC.

C. “Class” or “Class Members” means all current and former non-exempt California employees who were paid sick pay in the same workweek in which they earned any non-discretionary incentive wages from Defendant at any time during the Class Period. Defendant represents and warrants that the Class is comprised of approximately 400 individuals. In the event that the Class increases by more than 10%, Defendant shall proportionately increase the Maximum Settlement Fund by an equal percentage.

D. “Class Counsel” means Diversity Law Group, P.C., Polaris Law Group, LLP and Hyun Legal, APC.

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

F. “Class Data” means information regarding Class Members that Defendant will, in good faith, compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include the following information for each Class Member: (1) employee identification number; (2) full name; (3) last known address; (4) Social Security number; and (5) the number of workweeks in which each Class Member was paid sick pay in the same workweek in which they earned any non-discretionary incentive compensation as of March 10, 2021 and extrapolated to the date of preliminary approval..

1 G. "Class Period" means the period from May 16, 2016 through the Preliminary
2 Approval Date.

3 H. "Class Representative Enhancement" means the amount that the Court authorizes to
4 be paid to Plaintiff, in addition to her Individual Settlement Payment, in recognition of her efforts
5 and risks in assisting with the prosecution of the Action and in exchange for executing the General
6 Release provided herein.

7 I. "Class Representative(s)" means Plaintiff in her capacity as the representative of the
8 Class Members.

9 J. "Compensable Workweeks" means the total number of weeks during which
10 Settlement Class Members were paid sick pay in the same workweek in which they earned any
11 non-discretionary incentive compensation during the Class Period.

12 K. "Court" means the United States District Court for the Northern District of
13 California.

14 L. "Defendant" means Walgreen Co.

15 M. "Effective Date" means the latest of the following: (a) in the event that neither
16 objections are submitted, the date of the Court's order granting final approval of the Settlement
17 Agreement; (b) in the event that any objections are submitted and the objector does not file a timely
18 appeal of any order overruling the objection, the date upon which the time for appeal of the Court's
19 order granting final approval of the Settlement Agreement expires; and (c) if an appeal is timely
20 filed, then "Effective Date" means the date of final resolution of any appeal from the order granting
21 final approval of the Settlement Agreement.

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

24 O. "Maximum Settlement Fund" means the sum of the Individual Settlement Payments,
25 the Class Representative Enhancements, the Class Counsel Award, PAGA Payment and the
26 Settlement Administration Costs up to a maximum of Two Hundred Seventy Five Thousand
27 Dollars (\$275,000.00).
28

P. “Net Settlement Amount” or “NSA” means the Maximum Settlement Fund, less the approved Class Counsel Award, Class Representative Enhancements, PAGA Payment and Settlement Administration Costs.

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

R. “PAGA” means the California Private Attorneys General Act of 2004.

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

T. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

U. “Payment Ratio” means the respective Compensable Workweeks for each Settlement Class Member divided by the total Compensable Workweeks for all Settlement Class Members.

V. “Plaintiff” means Joy Ann Julian.

W. “Preliminary Approval Date” means the date on which the Court enters an order granting preliminary approval of the Settlement.

X. “Released Claims” means any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, related to or that reasonably could have arisen out of the same facts alleged in causes of action numbers 1 through 4 in the Action, including, but not limited to: (1) violation of Labor Code §§ 201-204, 233, and 246; (2) violation of Labor Code § 226; (3) violation of Labor Code § 2698 *et seq.*; and (4) unfair or unlawful business practices. This Release shall include, without limitation, claims that were raised, or that reasonably could have been raised, under the applicable Wage Orders and California Labor Code provisions, including Labor Code §§ 201-204, 210, 226, 226.3, 233, 246, and/or 2698 *et seq.*, based on alleged violations of these Labor Code provisions (collectively, the “Released Claims”). The period of the Released Claims shall be the Class Period. The Parties agree that the judgment, and release of claims provided herein, shall have *res judicata*

effect. The definition of Released Claims shall not be limited in any way by the possibility that Plaintiff or Settlement Class Members may discover new facts or legal theories or legal arguments not alleged in the operative pleadings in the Action but which might serve as an alternative basis for pursuing the same claims, causes of action or legal theories of relief falling within the definition of Released Claims.

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

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

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

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

CC. “Settlement Administrator” means Simpluris.

DD. “Settlement Class Members” or “Settlement Class” means all current and former non-exempt California employees who were paid sick pay in the same workweek in which they earned any non-discretionary incentive wages from Defendant at any time during the Class Period and who do not submit a timely and valid Request for Exclusion, as provided in this Agreement, or who did not previously release the Released Claims under a separate agreement.

EE. “Wrongful Termination Claims” means Plaintiff’s individual claims asserted in the action, *i.e.*, the fifth through fourteenth causes of action alleged by Plaintiff in the Complaint, to wit: (5) disability discrimination in violation of the California Fair Employment & Housing Act

(“FEHA”); (6) pregnancy discrimination in violation of the FEHA; (7) violation of the California Family Rights Act; (8) violation of Government Code § 12945; (9) failure to accommodate in violation of FEHA; (10) failure to engage in the interactive process in violation of FEHA; (11) retaliation in violation of FEHA; (12) failure to prevent discrimination in violation of FEHA; (13) wrongful termination in violation of public policy; and (14) intentional infliction of emotional distress.

II. RECITALS

A. On November 16, 2020, Plaintiff filed a Complaint, asserting 14 causes of action, 4 of which were alleged on behalf of the Class; those were for: (1) violation of Labor Code §§ 201-204, 233, and 246; (2) violation of Labor Code § 226; (3) violation of Labor Code § 2698 et seq.; and (4) unfair or unlawful business practices. Plaintiff alleged her claims individually and on behalf of all current and former non-exempt California employees who were paid sick pay in the same workweek in which they earned any non-discretionary incentive wages from Defendant at any time from May 20, 2016 through the present.

B. Through substantial formal and informal discovery, Defendant provided Plaintiff’s counsel with data regarding the total number of Class Members, the number of current Class Members, the number of former Class Members, the number of workweeks that the Class Members worked during the Class Period, and the Class Members’ average hourly rate of pay during the Class Period.

C. On July 20, 2021, the Parties attended private mediation with an experienced mediator, Steve Pearl. The Parties reached a settlement, as provided herein, to settle Plaintiff’s claims on a class and representative action basis.

D. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, expressly denies that it did not properly pay the Class Members for sick leave, disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff’s claims are not appropriate for class or representative action treatment. Defendant contends, among other things, that, at all times, it has complied with the California Labor Code, California Business & Professions Code and the Industrial Welfare

Commission Wage Orders.

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

III. TERMS OF AGREEMENT

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

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

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

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

26 *A general release does not extend to claims that the creditor or releasing party*
 27 *does not know or suspect to exist in his or her favor at the time of executing the*
 28

1 *release and that, if known by him or her, would have materially affected his or*
 2 *her settlement with the debtor or released party.*

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

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

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

22 E. Certification of the Settlement Class. The Parties stipulate to conditional class
 23 certification of the Settlement Class for the Class Period for purposes of settlement only. In the
 24 event that this stipulation is not approved by the Court, fails to become effective, or is reversed,
 25 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining
 26 a complete resolution of the claims as described herein, the conditional class certification (obtained
 27 for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any
 28

1 judicial, administrative or arbitral proceeding for any purpose or with respect to any issue,
 2 substantive or procedural.

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

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

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

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

16 G. Tax Liability. The Parties make no representations as to the tax treatment or legal
 17 effect of the payments called for hereunder, and Settlement Class Members are not relying on any
 18 statement or representation by the Parties in this regard. Settlement Class Members understand and
 19 agree that they will be responsible for the payment of any employee taxes and penalties assessed
 20 on the Individual Settlement Payments described herein and will hold the Parties free and harmless
 21 from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in
 22 any way from personal tax treatment of the payments made pursuant to this Agreement, including
 23 the treatment of such payments as not subject to withholding or deduction for payroll and
 24 employment taxes (except for any obligation of Defendant to pay its share of employer taxes, if
 25 any). Defendant's share of any employer payroll taxes and other required employer withholdings
 26 due on the Individual Settlement Payments, including, but not limited to, Defendant's FICA and
 27 FUTA contributions, shall be paid separate and apart from the Maximum Settlement Fund.
 28

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

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

J. Notice Obligations Under 28 U.S.C. Section 1715. Within ten (10) days after the filing of the Motion for Order Granting Preliminary Approval, Defendant shall provide notice of the Settlement, consistent with the requirements of 28 U.S.C. Section 1715, to the Attorney General of the United States and the appropriate State official of each State in which a class member resides. If any of the notified federal or state officials takes any action adversely affecting the validity or enforceability of the Settlement, or seeking to impose additional liability on Defendant for the

1 matters resolved by the Released Claims, Defendant may, at its option, suspend the implementation
2 of the Settlement pending the outcome of the action initiated by the notified federal or state official
3 or may elect to void the Settlement by written notice to Class Counsel.

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

13 L. Settlement Administration.

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

20 2. Notice Packets.

21 a) The Notice Packet shall contain the Notice of Class Action
22 Settlement in a form substantially similar to the form attached hereto as Exhibit 1. The Notice of
23 Class Action Settlement shall set forth the material terms of the Settlement, including the release
24 to be given by all members of the Settlement Class who do not request to be excluded from the
25 Settlement Class. The Notice Packet also shall be individualized by including the Compensable
26 Workweeks for both the individual Settlement Class Member as well as the entire Class, and the
27 estimated amount of their Individual Settlement Payment.
28

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

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

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

1 Settlement Administrator's determination of the eligibility for and amount of any Individual
 2 Settlement Payment shall be binding upon the Settlement Class Member and the Parties.

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

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

25 8. Objections. All written objections and supporting papers ("Notice of
 26 Objection") must: (a) clearly identify the case name and number, *Joy Ann Julian v. Walgreen Co.*,
 27 Case No. 3:20-cv-09446-VC, (b) state the basis for the objection, (c) state whether the Settlement
 28 Class Member intends to appear at the Final Approval/Settlement Fairness Hearing, (d) be signed

by the Settlement Class Member; (e) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California, and (f) be filed or postmarked on or before the Response Deadline. Settlement Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. Settlement Class Members who submit a timely Notice of Objection will have a right to appear at the Final Approval/Settlement Fairness Hearing in order to have their objections heard by the Court. No Settlement Class Member may appear at the Final Approval/Settlement Fairness Hearing unless he or she has served a timely objection that complies with the procedures provided in this paragraph. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a Request for Exclusion are not entitled to object to the Settlement.

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

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

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

b) Allocation. For tax purposes, Individual Settlement Payments shall be allocated and treated as follows: ten percent (10%) of the Net Settlement Amount shall be allocated to wages, subject to applicable withholdings, to be reported on a W-2 form and ninety percent (90%) to penalties, not subject to withholdings and reported on a 1099 form to be issued by the Settlement Administrator.

c) Mailing. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members' last known mailing address no later than fourteen (14) calendar days after the Settlement Administrator receives the Maximum Settlement Fund from Defendant.

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

2. Class Representative Enhancement. Defendant agrees not to oppose or object to any application or motion by Plaintiff for a Class Representative Enhancement of up to Five Thousand Dollars (\$5,000.00) to Plaintiff. The Class Representative Enhancement is in exchange for the Released Claims, the General Release (with the exception of the Wrongful Termination Claims, which is subject to a separate agreement), and for Plaintiff's time, effort and risk in bringing and prosecuting the Action. The Settlement Administrator shall pay the Class Representative Enhancement to Plaintiff from the Maximum Settlement Fund no later than fourteen (14) calendar days after the Settlement Administrator receives the Maximum Settlement Fund from Defendant. Any portion of the requested Class Representative Enhancement that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099-MISC to Plaintiff for her Class Representative Enhancement. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her respective Class Representative Enhancement and shall hold harmless Defendant from any claim or liability for taxes, penalties or interest arising as a result of the Class Representative Enhancement. The Class

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

5 3. Class Counsel Award. Defendant agrees not to oppose or object to any
 6 application or motion by Class Counsel for attorneys' fees not to exceed one-third (1/3) of the
 7 Maximum Settlement Fund (\$91,666.66). Additionally, Defendant shall not oppose an application
 8 by Class Counsel for, and Class Counsel shall not seek or receive an amount in excess of \$25,000.00
 9 from the Maximum Settlement Fund for actual litigation costs and expenses necessary to prosecute,
 10 settle and administer the Action as supported by a declaration from Class Counsel. The Parties
 11 agree that any and all claims for reasonable attorneys' fees and costs have been settled by this
 12 Agreement and that neither Plaintiff, Settlement Class Members, nor Class Counsel shall seek
 13 payment of attorneys' fees or reimbursement of costs/expenses from Defendant except as set forth
 14 in this Agreement. Any portion of the requested Class Counsel Award that is not awarded to Class
 15 Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class
 16 Members as provided in this Agreement. The Settlement Administrator shall pay the Class Counsel
 17 Award to Class Counsel from the Maximum Settlement Fund no later than fourteen (14) calendar
 18 days after the Settlement Administrator receives the Maximum Settlement Fund from Defendant.
 19 Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment
 20 made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099-
 21 MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the
 22 Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel
 23 shall not have the right to revoke the Settlement, and it will remain binding.

24 4. PAGA Payment. Twenty Thousand Dollars (\$20,000.00) shall be allocated
 25 from the Maximum Settlement Fund for settlement of claims for civil penalties under the PAGA.
 26 The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or
 27 \$15,000.00, to the California Labor and Workforce Development Agency ("LWDA") no later than
 28 fourteen (14) calendar days after the Settlement Administrator receives the Maximum Settlement

Fund from Defendant. Twenty-five (25%), or \$5,000.00, will be part of the Net Settlement Amount and distributed to Settlement Class Members as described in this Agreement.

5. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Maximum Settlement Fund. The estimate of the Settlement Administration Costs is not to exceed Six Thousand Five-Hundred Dollars (\$6,500.00). The Settlement Administrator shall be paid the Settlement Administration Costs no later than thirty (30) calendar days after Defendant provides funds to the Settlement Administrator for disbursement under this Agreement.

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

Maximum Settlement Fund	\$	275,000.00
Class Representative Enhancement:	\$	5,000.00
Class Counsels' Fees:	\$	91,666.67
Class Counsels' Costs:		\$25,000.00
PAGA Payment:		\$20,000.00
		(\$15,000.00 to the LWDA and \$5,000.00 to remain in the Net Settlement)
<u>Settlement Administration Costs:</u>	\$	<u>6,500.00</u>
Net Settlement Amount	\$	131,833.33

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

O. Final Approval Motion. At the earliest practicable time following the expiration of the Response Deadline, Plaintiff shall file with the Court a Motion for Order Granting Final Approval and Entering Judgment, which motion shall request final approval of the Settlement and

1 the amounts payable for the Class Representative Enhancements, the Class Counsel Award, the
2 PAGA Payment, and the Settlement Administration Costs.

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

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

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

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

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

1 Plaintiff's Attorneys have fairly and adequately represented and protected the interests of the Class
2 Members;

3 (d) Find that the Notice and notice methodology implemented pursuant to this
4 Stipulation (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
5 calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their
6 right to object to or exclude themselves from the proposed Settlement and their right to appear at
7 the Final Approval/Settlement Fairness Hearing; (iii) were reasonable and constituted due, adequate
8 and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable
9 requirements of the Federal Rules of Civil Procedure, the California and United States Constitutions
10 (including the Due Process Clauses), the Local Rules for the United States District Court for the
11 Northern District of California, 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 set forth in this Agreement, make the
15 Released Claims effective as of the Preliminary Approval Date and forever discharge the Released
16 Parties from any claims or liabilities arising from or related to the Action;

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

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

27 (i) Without affecting the finality of the Final Judgment, the Court shall retain
28 continuing jurisdiction over the Actions, the Parties and the Class, as well as the administration and

enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement or implementation of the Settlement shall be presented by motion to the Court; provided however, that nothing in this part shall restrict the ability of the Parties to exercise their rights under Section O.2.a through O.2.h, above.

P. Option to Terminate Settlement.

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

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

Q. Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendant to review the Motions for Preliminary and Final Approval at least seven (7) days prior to filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to effect the Court's approval of the Motions for Preliminary and Final Approval of the Settlement.

R. No Impact on Benefit Plans. Neither this Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant-sponsored benefit plans, policies or bonus programs. The payments made under the terms of this Stipulation shall not be applied retroactively, currently or on a going forward basis, as salary, earnings, wages or any other form of compensation for the purposes of Defendant's benefit plan,

1 policy or bonus program. Defendant retains the right to modify the language of its benefit plans,
 2 policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant
 3 to this Settlement are not for “hours worked,” “hours paid,” “hours of service,” or any similar
 4 measuring term as defined by applicable plans, policies and bonus programs for purposes of
 5 eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or
 6 benefits are not required by this Settlement.

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

11 To Plaintiff and the Class:

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

13 Howard L. Magee
 14 hmagee@diversitylaw.com
 15 Larry W. Lee
 16 lwlee@diversitylaw.com
 17 Simon L. Yang
 18 sly@diversitylaw.com
 19 515 S. Figueroa St., Suite 1250
 20 Los Angeles, California 90071
 21 Telephone: (213) 488-6555
 22 Facsimile: (213) 488-6554

23 **POLARIS LAW GROUP, LLP**

24 William L. Marder
 25 bill@polarislawgroup.com
 26 501 San Benito St., Suite 200
 27 Hollister, California 95023
 28 Telephone: (831) 531-4214
 Facsimile: (831) 634-0333

HYUN LEGAL, APC

Dennis S. Hyun
 dhyun@hyunlegal.com
 515 S. Figueroa St., Suite 1250
 Los Angeles, California 90071
 Telephone: (213) 488-6555
 Facsimile: (213) 488-6554

To Defendant:

BRYAN CAVE LEIGHTON PAISNER LLP

Allison C. Eckstrom
1920 Main Street, Suite 100
Irvine, California 92614-7276
Telephone: (949) 223-7000
Facsimile: (949) 223-7100

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

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

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

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

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

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

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

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

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

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

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

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

26 FF. Publicity. Defendant may disclose the terms and contents of the Settlement, as
27 required under its contractual and legal obligations. Plaintiff and Class Counsel agree not to issue
28 press releases, communicate with, or respond to any media or publication entities, publish

BRYAN CAVE LEIGHTON PAISNER LLP
BRYAN CAVE LEIGHTON PAISNER LLP
120 BROADWAY, SUITE 300
SANTA MONICA, CA 90401-2386

information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement as set forth herein. Nothing stated herein shall prohibit Class Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions with Class Members, or from filing all necessary motions and supporting memoranda related to preliminary and final approval of the Settlement. Class Counsel and counsel for Defendant shall not place notice of the Settlement on their respective websites.

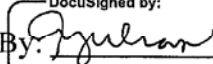
GG. Waiver of Certain Appeals. With the exception of the Class Representative Enhancements and Class Counsel Award, the Parties agree to waive any and all rights to appeal, this waiver being contingent upon the Court entering the Final Judgment. This waiver includes waiver of all rights to any post-judgment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

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

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

Dated: 9/22/2021, 2021

PLAINTIFF

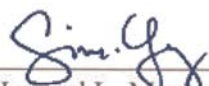
DocuSigned by:
By: 
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JOY ANN JULIAN

BRYAN CAVE LEIGHTON PAISNER LLP
BRYAN CAVE LEIGHTON PAISNER LLP
120 BROADWAY, SUITE 300
SANTA MONICA, CA 90401-2386

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Dated: September 23, 2021

DIVERSITY LAW GROUP, P.C.

By: 
Howard L. Magee
Larry W. Lee
Simon L. Yang
Class Counsel and Counsel for
Plaintiff

Dated: September 22, 2021

POLARIS LAW GROUP, LLP

By: 
William L. Marder
Class Counsel and Counsel for
Plaintiff

Dated: September 23, 2021

HYUN LEGAL, APC

By: 
Dennis S. Hyun
Class Counsel and Counsel for
Plaintiff

Dated: _____, 2021

DEFENDANT WALGREEN CO.

By: _____
Name: _____
Title: _____

Dated: _____, 2021

**BRYAN CAVE LEIGHTON PAISNER
LLP**

By: _____
Allison C. Eckstrom
Attorneys for Defendant
Walgreen Co.

BRYAN CAVE LEIGHTON PAISNER LLP
BRYAN CAVE LEIGHTON PAISNER LLP
120 BROADWAY, SUITE 300
SANTA MONICA, CA 90401-2386

1 Dated: _____, 2021

DIVERSITY LAW GROUP, P.C.

2
3 By: _____

4 Howard L. Magee
5 Larry W. Lee
6 Simon L. Yang
7 Class Counsel and Counsel for
8 Plaintiff

9 Dated: _____, 2021

POLARIS LAW GROUP, LLP

10 By: _____

11 William L. Marder
12 Class Counsel and Counsel for
13 Plaintiff

14 Dated: _____, 2021

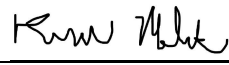
HYUN LEGAL, APC

15 By: _____

16 Dennis S. Hyun
17 Class Counsel and Counsel for
18 Plaintiff

19 Dated: 9/24/, 2021

DEFENDANT WALGREEN CO.

20 By:  _____

21 Name:
22 Kim Metrick
23 Title: Vice President

24 Dated: August 27, 2021

**BRYAN CAVE LEIGHTON PAISNER
LLP**

25 By:  _____

26 Allison C. Eckstrom
27 Attorneys for Defendant
28 Walgreen Co.

EXHIBIT 1

Exhibit 1

NOTICE OF CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

JOY ANN JULIAN, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

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

Defendant.

Case No. 3:20-cv-09446-VC
Hon. Vince Chhabria
Courtroom: 4

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

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

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

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

**THE RECORDS OF WALGREEN CO. (“DEFENDANT”) SHOW YOU
WERE EMPLOYED BY DEFENDANT AS NON-EXEMPT EMPLOYEE IN
CALIFORNIA AND WERE PAID SICK PAY IN THE SAME WORKWEEK
IN WHICH YOU EARNED NON-DISCRETIONARY INCENTIVE WAGES
AT ANY TIME BETWEEN MAY 16, 2016, AND [REDACTED],
2021, AND YOU ARE ELIGIBLE FOR A PAYMENT FROM A CLASS
ACTION SETTLEMENT.**

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

**IMPORTANT: YOU WILL BE BOUND BY THIS SETTLEMENT AND
YOUR RIGHTS WILL BE AFFECTED BY THIS LITIGATION UNLESS**

Exhibit 1**YOU EXCLUDE YOURSELF FROM THE CLASS AS EXPLAINED
BELOW.****PLEASE READ THIS NOTICE CAREFULLY.**

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

**YOUR RIGHTS AND OPTIONS - AND THE DEADLINES TO EXERCISE
THEM - ARE EXPLAINED IN THIS NOTICE.****WHY DID YOU RECEIVE THIS NOTICE?**

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

All current and former non-exempt California employees who were paid sick pay in the same workweek in which they earned any non-discretionary incentive wages from Defendant at any time between May 16, 2016 and [REDACTED], 2021. (“Class” or “Class Members”).

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

WHAT IS THIS LAWSUIT ABOUT?

This settlement is the result of a lawsuit filed by Plaintiff Joy Ann Julian (“Plaintiff”). On November 16, 2020, Plaintiff filed a Class Action Complaint against Defendant

Exhibit 1

Walgreen Co. (“Defendant”) in the Superior Court for the State of California, County of San Mateo (Case No. 20-CIV-05044), and which Defendant subsequently removed to the United States District Court for the Northern District of California, where it was assigned Case No. 3:20-cv-09446-VC (the “Action”). Plaintiff claims that Defendant paid sick leave at the base hourly rate, rather than the regular rate of pay, in workweeks where a Class Member also earned non-discretionary incentive wages. As a result, Plaintiff asserts that Defendant failed to timely pay wages due, failed to provide accurate itemized wage statements, engaged in unfair competition, and that she is entitled to recover penalties pursuant to the Private Attorneys General Act. Plaintiff’s operative Class Action and Individual Complaint asserted four (4) causes of action on behalf of the Class, which were enumerated as causes of action numbers 1 through 4, for: (1) violation of Labor Code §§ 201-204, 233, and 246; (2) violation of Labor Code § 226; (3) violation of Labor Code § 2698 et seq.; and (4) unfair or unlawful business practices.

Defendant denied the allegations in the Action. Defendant denied any liability or wrongdoing of any kind associated with any of the claims alleged in the Action. In addition, Defendant denied, and continues to deny, that the Action could or should be certified to proceed as a class action.

THE COURT HAS NOT RULED ON THE MERITS OF PLAINTIFF’S CLAIMS, DEFENDANT’S DEFENSES, OR THE SUBSTANTIVE CONTENTIONS OF THE PARTIES. NO INFERENCES REGARDING THE MERITS OF THE LITIGATION SHOULD BE DRAWN FROM THE SENDING OF THIS NOTICE. THIS NOTICE IS NOT MEANT TO IMPLY THAT THERE HAS BEEN ANY VIOLATION OF LAW OR WRONGDOING BY ANY PARTY OR THAT A RECOVERY AFTER TRIAL COULD BE HAD IF THE LITIGATION IS NOT SETTLED.

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

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

Exhibit 1

settlement is fair, reasonable, adequate and in the best interests of all members of the Class.

B. Who is in the Settlement Class?

All current and former non-exempt California employees who were paid sick pay in the same workweek in which they earned any non-discretionary incentive wages from Defendant at any time between May 16, 2016 and [REDACTED], 2021, and who do not opt out of the settlement as explained below would be part of the “Settlement Class” (also referred to as a “Settlement Class Member”). The period of time between May 16, 2016 and [REDACTED], 2021 is referred to as the “Class Period.”

C. Who is representing the Settlement Class?

The Court has preliminarily approved Plaintiff’s Counsel to be Counsel for the Settlement Class:

DIVERSITY LAW GROUP, P.C. Howard L. Magee hmagee@diversitylaw.com Larry W. Lee lwlee@diversitylaw.com Simon L. Yang sly@diversitylaw.com 515 S. Figueroa St., Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555 Facsimile: (213) 488-6554	POLARIS LAW GROUP, LLP William L. Marder bill@polarislawgroup.com 501 San Benito St., Suite 200 Hollister, California 95023 Telephone: (831) 531-4214 Facsimile: (831) 634-0333 HYUN LEGAL, APC Dennis S. Hyun dhyun@hyunlegal.com 515 S. Figueroa St., Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555 Facsimile: (213) 488-6554
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D. What does the settlement provide?

The Defendant shall pay, or cause to be paid, cash compensation to each Settlement Class Member based on the number of workweeks in which each Settlement Class

Exhibit 1

Member worked during the Class Period (“Compensable Workweeks”). The identified Settlement Class Members shall receive a pro rata share of the Net Settlement Amount. The amount to be distributed to the Settlement Class, or the “Net Settlement Amount,” shall be determined by deducting the amounts awarded for the Class Counsel Award (not to exceed \$91,666.67 in attorneys’ fees and \$25,000.00 in attorneys’ costs), the Class Representative Enhancement (not to exceed \$5,000.00), the payment of \$15,000.00 to the California Labor & Workforce Development Agency (LWDA), and Settlement Administration Costs (not to exceed \$6,500.00) from the total consideration of two hundred seventy five thousand dollars (\$275,000.00) (the “Maximum Settlement Amount”). It is estimated that the Net Settlement Amount will be approximately \$131,833.33. Settlement Class Members are not required to submit a claim form as a condition of receiving an Individual Settlement Payment. Instead, Settlement Class Members will automatically receive an Individual Settlement Payment based on the number of Compensable Workweeks set forth below unless they timely opt out of the Settlement.

The Individual Settlement Payment shall be determined by dividing the Net Settlement Amount distributable to the Settlement Class by the total Compensable Workweeks that have accrued for the Settlement Class during the Class Period, and multiplying that amount by the number of Compensable Workweeks applicable to the individual Settlement Class Member. Compensable Workweeks means the total number of weeks during which Settlement Class Members were paid sick pay in the same workweek in which they earned any non-discretionary incentive compensation during the Class Period. Compensable Workweeks will be separately and distinctly calculated for each Settlement Class Member. Only Settlement Class Members who can be identified by the Settlement Administrator will receive a Settlement Payment. No Settlement Payments will be sent to any Settlement Class Member for whom a current address has not been identified.

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

All Individual Settlement Payments shall be allocated as follows: ten percent (10%) of the Net Settlement Amount shall be allocated to wages, subject to applicable withholdings, to be reported on a W-2 form and ninety percent (90%) to penalties, not subject to withholdings and reported on a 1099 form to be issued by the Settlement Administrator. No taxes will be withheld or paid by Defendant with respect to the Settlement Payments allocated to penalties. Each individual Settlement Class Member shall be responsible for his/her share of taxes due on the

Exhibit 1

portion of his or her Settlement Payment. To ensure compliance with requirements imposed by the IRS, we inform you that any United States federal tax advice contained in this Notice was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

E. What will I get?

The records of the Defendant indicate that, during the Class Period, the number of workweeks that you worked was:

Compensable Workweeks
[REDACTED]

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

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

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

Specifically, if you do not exclude yourself, you will fully and finally release, the Released Parties, from the following claims: any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, related to or that reasonably could have arisen out of the same facts alleged in causes of action numbers 1 through 4 in the Action, including, but not limited to: (1) violation of Labor Code §§ 201-204, 233, and 246; (2) violation of Labor Code § 226; (3) violation of Labor Code § 2698 et seq.; and (4) unfair or unlawful business practices. This Release shall include, without limitation, claims that were raised, or that reasonably could have been raised,

Exhibit 1

under the applicable Wage Orders and California Labor Code provisions, including Labor Code §§ 201-204, 210, 226, 226.3, 233, 246, and/or 2698 *et seq.*, based on alleged violations of these Labor Code provisions (collectively, the “Released Claims”). The period of the Released Claims shall be the Class Period. The Parties agree that the judgment, and release of claims provided herein, shall have *res judicata* effect. The definition of Released Claims shall not be limited in any way by the possibility that Plaintiff or Settlement Class Members may discover new facts or legal theories or legal arguments not alleged in the operative pleadings in the Action but which might serve as an alternative basis for pursuing the same claims, causes of action or legal theories of relief falling within the definition of Released Claims.

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

H. What is the payment to the Class Representative?

Plaintiff will not be awarded any additional payment without Court approval. Plaintiff will be requesting a “Class Representative Enhancement” in an amount up to five thousand dollars (\$5,000.00) for her service as class representative, providing Defendant with a general release of any claims she may have, as well as her willingness to accept the risk of paying Defendant’s attorneys’ fees and costs in the event of an unsuccessful outcome.

I. How will Class Counsel be paid?

Class Counsel will apply to the Court for an award of reasonable attorneys’ fees in an amount up to one-third (1/3) of two hundred seventy five thousand dollars (\$275,000.00) recovered for the Class (*i.e.*, \$91,666.67) and reasonable costs of up to \$25,000.00 (“Class Counsel Award”).

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed Settlement (the “Final Approval/Settlement Fairness Hearing”) on _____, _____, at _____ .m., in Courtroom 4 of United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102. The Court will

Exhibit 1

determine: (i) whether the Action should be finally certified as a class action solely and exclusively for Settlement purposes; (ii) whether the Settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members, and if so, whether to enter a judgment fully and finally resolving Plaintiff's and Settlement Class Members' claims against Defendant; (iii) whether the Settlement Class Members should be bound by the terms of the Settlement, including the release of claims; (iv) the amount of the attorneys' fees and expenses to be awarded to Class Counsel; and (v) the amount that should be awarded to Plaintiff for the Class Representative Enhancement. At the Final Approval/Settlement Fairness Hearing, the Court will hear all timely and properly filed objections, as well as arguments for and against the proposed Settlement. Assuming you do not elect to exclude yourself from the Settlement, you have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself. The Court has reserved the right to adjourn the Final Approval/Settlement Fairness Hearing to consider any issue, without further notice of any kind.

WHAT ARE YOUR OPTIONS?

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

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

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

Exhibit 1

Your written objection must: (a) clearly identify the case name and number, *Joy Ann Julian v. Walgreen Co.*, Case No. 3:20-cv-09446-VC, (b) state the basis for the objection, (c) state whether the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing, (d) be signed by the Settlement Class Member; (e) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California.

To be valid and effective, all objections to approval of the Settlement and all notices of intention to appear must be filed or postmarked no later than [REDACTED], [REDACTED]. Any Settlement Class Member who fails to object to the proposed Settlement as described above will lose the right to object to it.

If you submit a timely objection, you will have a right to appear at the Final Approval/Settlement Fairness Hearing in order to have your objection heard by the Court. You may not appear at the Final Approval/Settlement Fairness Hearing you have submitted a timely objection that complies with the procedures provided in this paragraph.

OPTION 3 – EXCLUDE YOURSELF FROM THE CLASS. You have a right to exclude yourself (“opt out”) from the Class, but if you choose to do so, **YOU WILL NOT RECEIVE ANY BENEFITS FROM THE PROPOSED SETTLEMENT AND YOU WILL NOT HAVE STANDING TO OBJECT TO THE SETTLEMENT.** You will not be bound by a judgment in this case, you will not release your claims against the Defendant, and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. If you want to exclude yourself from the Class, you must complete and sign a written request for exclusion containing your name, address and telephone number to: [REDACTED], Settlement Administrator, [REDACTED]. Your written request for exclusion must be postmarked on or before [REDACTED], [REDACTED] and received by the Settlement Administrator. Any request for exclusion post-marked after this date or not received by the Settlement Administrator shall be of no force and effect. Any Class Member who files a complete and timely request for exclusion shall, upon receipt by the Settlement Administrator, no longer be a member of the Settlement Class, shall be barred from objecting to and participating in any portion of the Settlement, and shall receive no benefits from the Settlement. Any such person, at their own expense, may pursue any claims he/she may have against Defendant.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

Exhibit 1

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement, approval papers, and any attorneys' fee motions available at www. .com, by contacting Class Counsel at their contact information above, the Settlement Administrator at www. .com, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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

XXXXXX
XXXXXX
XXXXXX

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

EXHIBIT 2

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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA

11 JOY ANN JULIAN, as an individual and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 vs.
15

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

17 Defendant.
18

Case No. 3:20-cv-09446-VC

Hon. Vince Chhabria
Courtroom 4

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

BRYAN CAVE LEIGHTON PAISNER LLP
THREE EMBARCADERO CENTER, 7TH FLOOR
SAN FRANCISCO, CALIFORNIA 94111-4070

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

This matter came on for hearing on [REDACTED], 2021, on Joy Ann Julian's ("Plaintiff" or "Class Representative") Motion for Attorneys' Fees and Costs and unopposed Motion for Final Approval of Class Action Settlement and for Judgment in this action on the terms set forth in the Stipulation of Class Action Settlement and Release of Claims (the "Settlement Agreement"), attached hereto as Exhibit 1.¹ Due and adequate Notice having been given to the members of the Class, and the Court having considered the Settlement Agreement, all papers and proceedings held herein, and all oral and written comments received regarding the proposed Settlement Agreement, and having reviewed the entire record in this action, *Joy Ann Julian v. Walgreen Co.*, Case No. 3:20-cv-09446-VC ("the Action"), and good cause appearing, finds that:

WHEREAS, Plaintiff has alleged claims against Defendant Walgreen Co. on behalf of herself and all current and former non-exempt California employees who were paid sick pay in the same workweek in which they earned any non-discretionary incentive wages from Defendant at any time between May 16, 2016 and [REDACTED], 2021;

WHEREAS, Plaintiff asserted class claims for: (1) violation of Labor Code §§ 201-204, 233, and 246; (2) violation of Labor Code § 226; (3) violation of Labor Code § 2698 et seq.; and (4) unfair or unlawful business practices;

WHEREAS, Defendant expressly denies the allegations of wrongdoing and violations of law alleged in this Action and further denies any liability whatsoever to Plaintiff or to the Class Members;

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

WHEREAS, this Court granted approval of the PAGA Settlement and preliminary approval of the parties' Settlement in this Action on [REDACTED], 2021 ("Preliminary Approval Order");

WHEREAS, the Class Notice was sent to the Class Members in accordance with the

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

1 Preliminary Approval Order; and

2 WHEREAS, a fairness hearing on the proposed Settlement Agreement having been duly
3 held and a decision reached,

4 NOW, therefore, the Court GRANTS final approval of the Settlement Agreement, and IT
5 IS HEREBY ORDERED THAT:

6 1. The Court has jurisdiction over the subject matter of this Action, Defendant, and the
7 Class Members.

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

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

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

24 5. As previously held in the Court's Preliminary Approval Order, the Class for
25 settlement purposes is appropriate under Fed. R. Civ. P. 23 and related case law and is defined as
26 follows:

27 "All current and former non-exempt California employees who were paid sick pay in the
28

1 same workweek in which they earned any non-discretionary incentive wages from
2 Defendant at any time between May 16, 2016 and [REDACTED], 2021.”

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

5 7. The Court approves payment of the California Labor and Workforce Development
6 Agency of \$15,000.00 as the PAGA Payment, which shall be paid from, and not in addition to, the
7 Maximum Settlement Fund.

8 8. The Court approves payment of the Class Representative Enhancement of \$5,000.00
9 to Plaintiff for her service to the Class, which shall be paid from, and not in addition to, the
10 Maximum Settlement Fund.

11 9. The Court approves the payment of attorneys’ fees in the amount of \$91,666.67 to
12 Class Counsel, which shall be paid from, and not in addition to, the Maximum Settlement Fund.

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

16 11. The Court approves a payment of up to \$10,000.00 to the Settlement Administrator
17 out of the Maximum Settlement Fund. Any portion of the payment to the Settlement Administrator
18 that is unused will go to the Net Settlement Amount.

19 12. Any checks for Individual Settlement Payments that are not cashed within 180 days
20 shall be transmitted to Legal Aid at Work.

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

27 14. Upon entry of this Order and the accompanying Judgment, the claims in this Action
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1 and the Released Claims of each Settlement Class Member against Defendant, and against any and
 2 all of the Released Parties as defined in the Settlement Agreement, are fully, finally, and forever
 3 released, relinquished and discharged pursuant to the terms of the Settlement Agreement to the
 4 maximum extent permitted by law.

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

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

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

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

20 IT IS SO ORDERED.

21 Dated: _____, 2021

22 _____
 23 THE HONORABLE VINCE CHHABRIA
 24 UNITED STATES DISTRICT COURT JUDGE
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