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UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

SERENA NARO, individually and on
behalf of all others similarly situated;
TRISH GONZALEZ, individually and
on behalf of all others similarly situated;
AND THE CALIFORNIA LABOR
AND WORKFORCE
DEVELOPMENT AGENCY *ex rel.*
SERENA NARO AND TRISH
GONZALEZ, a California
governmental entity,

Plaintiff,

v.

WALGREEN CO., an Illinois
corporation; and WALGREEN
PHARMACY SERVICES MIDWEST,
LLC, an Illinois corporation; and DOES
1-15,

Defendants.

Case No.: 4:22-cv-03170-JST

Assigned for All Purposes to:
Hon. Jon S. Tigar
Courtroom 6

**DECLARATION OF HALLIE VON ROCK IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PRIVATE ATTORNEY'S GENERAL ACT
SETTLEMENT, ATTORNEYS' FEES AND
COSTS. CLASS REPRESENTATIVE
INCENTIVE AWARDS, AND SETTLEMENT
CLAIMS ADMINISTRATION COSTS**

Date: January 8, 2026
Time: 2:00 PM
Courtroom 6, via Zoom

Complaint Filed: May 31, 2022

1 **DECLARATION OF HALLIE VON ROCK IN SUPPORT OF PLAINTIFFS' MOTION**
2 **FOR FINAL APPROVAL OF CLASS ACTION AND PRIVATE ATTORNEY'S**
3 **GENERAL ACT SETTLEMENT, ATTORNEYS' FEES AND COSTS. CLASS**
4 **REPRESENTATIVE INCENTIVE AWARDS, AND SETTLEMENT CLAIMS**
5 **ADMINISTRATION COSTS**

6 I, Hallie Von Rock, declare as follows:

7 1. I am an attorney at law licensed to practice in the State of California and before
8 this Court. I am a partner in the law firm Aiman-Smith & Marcy ("ASM"), which law firm is
9 Class Counsel for Plaintiffs Serena Naro and Trish Gonzales, on behalf of themselves, the
10 Plaintiff Class, the California Labor Workforce Development Agency, and all others similarly
11 situated (collectively "Plaintiffs"), in the captioned class action. The facts stated herein are true
12 of my own personal knowledge, except where a matter is stated on information and belief, in
13 which case and unless otherwise indicated the source of my knowledge is statements made to
14 me by my colleagues or records maintained by my firm in the ordinary course of litigation. I
15 could competently testify to all matters set forth herein. This declaration is provided in support
16 of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, Attorneys'
17 Fees and Costs, Class Representative Incentive Awards, and Settlement Claims Administration
18 Costs.

19 2. Attached hereto as **Exhibit 1** is a true and correct copy of the fully executed
20 Amended Settlement Agreement and Release entered into by the parties in this Action.

21 3. Plaintiffs and Settlement Class Members are those individuals who, according to
22 Defendants' third-party vendor records, purchased clothing at their own expense from
23 Defendants' third-party vendors during the Class Period, which runs from May 31, 2018
24 through July 8, 2025.

25 4. The Settlement Class is comprised of 10,548 Settlement Class Members. In
26 Plaintiffs' Motion for Preliminary Approval, it was estimated that there were 12,553 class
27 members. This number came from the expert analysis completed for the damages exposure.
28 According to the data reviewed by Resolution Economics, LLC, 12,553 employees purchased
a garment at their own expense during the class period. *See*, Declaration of Jonathan Wilson

1 filed in support of Preliminary Approval (“Wilson Dec.”) (ECF 66-2, ¶ 8). However, within
2 the data were clothing items considered “voluntary purchases.” (ECF 66-2, ¶ 8). These t-shirts
3 are not considered a uniform or necessary business expense, but rather, Walgreen permitted
4 employees to purchase and wear these t-shirts during specific periods during the year in place
5 of the Walgreen logo polo shirts, if the employee preferred to do so. These items are
6 considered “voluntary purchases,” such as Red Nose Day, diversity, and holiday t-shirts.

7 6. With regard to purchases of promotional t-shirts, Walgreen’s dress code policies
8 produced for the Class Period did not require any employee to purchase promotional t-shirts
9 (such as for Red Nose Day, Pride, or Holidays), which are deemed “voluntary purchases.”
10 Both Plaintiffs who were deposed testified that they were not required to purchase or wear
11 these clothing items, as set forth below:

12 A. We did have promotional, kind of, times, where I would purchase the -- I forgot
13 about those -- they're like sponsored things, kind of, T-shirts, like back-to-school or Red
14 Nose day, stuff like that. I would buy the T-shirts, and we just paid cash for those.

15 Q. Okay. But you weren't required to wear those?

16 A. We weren't required, no.

17 Serena Naro Deposition, 10/05/2023, 73:20-74:3

18 Q. Okay. And that would be an example of, you weren't required to purchase the Red
19 Nose Day T-shirt, but you could if you wanted to?

20 A. Uh-huh.

21 Q. Okay.

22 A. Yes.

23 Q. Yes. I believe you testified to this, but I just want to confirm. If you wanted to
24 purchase a Red Nose Day T-shirt because you like the shirt, you were allowed to wear
25 that shirt instead of your scrub top?

26 A. During the season, yeah.

27 Q. Okay.

28 A. It was fun.

1 Serena Naro Deposition, 10/05/2023, 89:24-90:11

2
3 Q. Have you ever heard of a T-shirt that's to support Diversity, Equity, and Inclusion?

4 A. Yes.

5 Q. Okay. Were you required to purchase that T-shirt?

6 A. No.

7 Q. Okay. What about holiday flair T-shirts? I think there were -- they came in some
8 different colors around the holidays. Were those required to be purchased by
9 employees?

10 A. No.

11 Q. Are there other types of T-shirts that do have the Walgreens logo on them that you
12 can purchase but are not required to purchase?

13 A. Like, the red nose? They have red nose shirts, we --

14 Q. Correct. That's an example.

15 A. Yes.

16 Patricia Gonzales Deposition, 10/06/2023, 58:12-59:4

17
18 Q. Okay. You also purchased the Red Nose Day T-shirt; correct?

19 A. Correct.

20 Q. And I believe you testified earlier that that was not a required shirt. Is it now your
21 testimony that that is a required shirt?

22 A. It's not a required shirt.

23 Patricia Gonzales Deposition, 10/06/2023, 72:6-12.

24 7. In the initial calculation for settlement negotiations, the expert identified 9,727
25 employees with personal orders of uniform clothing during the class period for an estimated
26 purchase total of \$514,809. *See*, Wilson Dec. (ECF 66-2, ¶11, Table 3). The other employees
27 identified in the data of 12,553 individuals were those who made only “voluntary purchases.”

28 8. Since the class period goes through preliminary approval, which was granted

1 more than a year after Plaintiffs' initial Motion for Preliminary Approval was filed, the number
2 of Settlement Class Members who made personal orders of uniform clothing increased so that
3 the total number of Settlement Class Members as of July 8, 2025, when Preliminary Approval
4 was granted, was 10,548. As set forth in the Declaration of Bryn Bridley, filed concurrently,
5 she testifies that of the 10,550 Settlement Class Members identified by Defendant, there were
6 two duplicates and, thus, the total number of Settlement Class Members is 10,548.

7 9. Plaintiffs allege that Settlement Class Members experienced wage and hour
8 violations in their work for Defendants. In particular, Plaintiffs allege that during the Class
9 Period, Defendants required employees to report to work wearing uniform clothing items,
10 which are in a specified style and color and/or which bear the Walgreen logo. Plaintiffs alleged
11 that while Defendants provided Settlement Class Members with an initial set of Walgreen logo
12 clothing items at the start of their employment, Defendants neither provided Settlement Class
13 Members with a sufficient number of replacement items after the initial items were rendered
14 unusable by normal wear and tear, nor did Defendants reimburse Settlement Class Members
15 for required replacement purchases. Settlement Class Members who wished to wear a jacket or
16 other layers for warmth were also required to buy and wear Walgreen-branded clothing items.

17 10. The Parties engaged in formal written discovery, including Plaintiff serving two
18 sets of special interrogatories and requests for production of documents, and Defendant serving
19 interrogatories and requests for production of documents on both plaintiffs. The depositions of
20 both Plaintiffs were taken as well as the deposition of one of Plaintiff's former supervisors who
21 worked for Defendants.

22 11. Defendants produced their policies related to their dress code during the Class
23 Period. Defendants also produced documents and data related to vouchers that were distributed
24 to store managers for replacing Walgreen logo shirts and scrubs for Settlement Class Members.

25 12. Plaintiffs served subpoenas on third-party vendors of Defendants, which
26 produced records showing all current and former non-exempt employees of Defendants
27 working in Defendants' retail stores and/or pharmacies within California who purchased
28 clothing items at their own expense from one of Walgreen's third-party clothing vendors

1 during the Class and PAGA periods.

2 13. Additionally, Defendants engaged the expert Resolution Economics LLC, to
3 calculate the purchases identified in the data provided by the third-party vendors of Defendants
4 and to perform an exposure analysis. I reviewed the detailed expert analysis performed and the
5 parties agreed that the data was an accurate calculation of damages to form the basis of the
6 Parties' settlement negotiations.

7 14. As an experienced employment litigation attorney, with significant experience
8 with class action claims and expense reimbursement claims, I believe that Plaintiffs conducted
9 sufficient discovery and analysis to evaluate the strengths and weaknesses of the case and
10 Defendants' defenses and I recommend this Settlement to the Settlement Class Members and
11 the Court.

12 15. The Parties initially agreed to mediate with Michael Dickstein on March 28,
13 2024. Prior to the mediation, the parties participated in a conference call with Mr. Dickstein on
14 January 17, 2024, which included discussions of data to be produced for settlement
15 negotiations. Following this call, Defendants produced detailed damages data, and I met and
16 conferred with Defendants' counsel regarding the extent of the damages at issue. We were
17 largely in agreement regarding the potential exposure in the case and believed that it was
18 possible to resolve the case without a mediator.

19 16. Thereafter, the parties went back and forth for three months with their respective
20 positions, including Defendants' defenses and Plaintiffs' replies thereto. Several issues arose
21 during the negotiations, including but not limited to Defendants' contention that two prior
22 settlements that released Labor Code section 2802 claims limited the Class Period and that a
23 pending class action settlement included a release for Labor Code section 2802 claims that
24 potentially overlapped with Plaintiffs' claims, here.

25 17. Additionally, the data produced showed that a significant number of uniform
26 items ordered during the Class Period were paid for with vouchers supplied by Walgreen and,
27 thus, were not expenses borne by the Settlement Class Members.

28 18. Given the risks that both sides faced, after multiple offers and counteroffers were

1 exchanged between February and March 2024, the parties agreed to settle this Action for
2 \$950,000 on March 28, 2024. A Memorandum of Understanding was fully executed on April
3 8, 2024.

4 19. After the agreement to settle, counsel for the Parties extensively met and
5 conferred over the detailed terms of the settlement for purposes of executing a long-form
6 settlement agreement and worked to finalize the Settlement Agreement and corresponding
7 notice documents, subject to the Court's approval. The original Settlement Agreement was
8 fully executed on May 8, 2024. Following the Court's denial of Plaintiffs' Motion for
9 Preliminary Approval, the parties amended the settlement agreement, which was fully executed
10 on January 27, 2025. A true and correct copy of the Amended Settlement Agreement and
11 corresponding documents is attached hereto as **Exhibit 1**. Plaintiffs filed a renewed Motion for
12 Preliminary Approval of Class Action and PAGA Settlement and the Court preliminary
13 approved the Settlement on July 8, 2025.

14 20. Plaintiffs believe that this class action settlement satisfies the requirements of
15 Rule 23(a) and (b), and it is fair, reasonable, and adequate in accordance with Rule 23(e)(2).

16 21. The 10,548 Settlement Class Members render the class so large as to make
17 joinder impracticable. The Settlement Class Members are readily identifiable from Defendants'
18 payroll records and third-party vendor data of purchases made during the Class Period.

19 22. Plaintiffs contend that common questions of law and fact predominate here. The
20 wage and hour violations at issue are borne of Defendants' standardized policies, practices, and
21 procedures regarding their dress code policy during the Class Period and failure to reimburse
22 for personal purchases of clothing from Walgreen's third-party clothing vendors, creating
23 pervasive issues of fact and law that are amenable to resolution on a class-wide basis. Because
24 these questions can be resolved at the same juncture, Plaintiffs contend the commonality
25 requirement is satisfied for the Settlement Class.

26 23. Plaintiffs contend that their claims are typical of those of all other Settlement
27 Class Members in that they purchased clothing from Walgreens' third-party vendors without
28 reimbursement. Thus, Plaintiffs contend that the typicality requirement is also satisfied.

1 24. Plaintiffs' claims are in line with the claims of the Settlement Class Members,
2 and Plaintiffs' claims are not antagonistic to the claims of Settlement Class Members.
3 Plaintiffs have prosecuted this case with the interests of the Settlement Class Members in
4 mind. Moreover, Class Counsel has extensive experience in class action and employment
5 litigation, including wage and hour class actions, and do not have any conflict with the Class.
6 Attached hereto as **Exhibit 2** is a true and correct copy of the firm resume of Aiman-Smith &
7 Marcy, describing Class Counsel's experience.

8 25. Plaintiffs contend the common questions raised in this action predominate over
9 any individualized questions concerning the Settlement Class Members. The Settlement Class
10 is entirely cohesive because resolution of Plaintiffs' claims hinge on the uniform policies and
11 practices of Defendants, rather than the treatment the Settlement Class Members experienced
12 on an individual level. Namely, the predominate questions relate to whether Settlement Class
13 Members are entitled to be compensated for the personal purchases made of clothing to comply
14 with Walgreens' dress code policy. As a result, Plaintiffs contend that the resolution of these
15 alleged class claims would be achieved through the use of common forms of proof, such as
16 Defendants' policies, and would not require inquiries specific to individual Settlement Class
17 Members.

18 26. Further, Plaintiffs contend that the class action mechanism is a superior method
19 of adjudication compared to a multitude of individual suits. Here, the Settlement Class
20 Members do not have a strong interest in controlling their individual claims. The action
21 involves thousands of workers with very similar, but relatively small, claims for monetary
22 injury. If the Settlement Class Members proceeded on their claims as individuals, their many
23 individual suits would require duplicative discovery and duplicative litigation, and each
24 Settlement Class Member would have to personally participate in the litigation effort to an
25 extent that would never be required in a class proceeding. Thus, Plaintiffs contend that the
26 class action mechanism would efficiently resolve numerous substantially identical claims at the
27 same time while avoiding a waste of judicial resources and eliminating the possibility of
28 conflicting decisions from repetitious litigation and arbitrations. Thus, the issues raised by the

1 present case are much better handled collectively by way of a settlement.

2 27. A review of the Amended Settlement Agreement reveals the fairness,
3 reasonableness, and adequacy of its terms. At the time of the settlement negotiations and expert
4 analysis was conducted, the Gross Settlement Common Fund of \$950,000, represented 100%
5 of the unreimbursed business expenses plus interest (\$514,809), plus an additional \$435,191,
6 representing 26% of the approximately \$1,655,900 in maximum PAGA penalties.

7 28. Again, these figures are based on Plaintiffs' assessment of a best-case-scenario.
8 To obtain such a result at trial, Plaintiffs would have to prove that Walgreen did not provide
9 sufficient replacement shirts and scrubs to each Class Member and that Class Members
10 purchased the uniform clothing items as a condition of work, rather than their own
11 convenience to have multiple uniform items to avoid laundering their items or other personal
12 reasons. These issues would of course be disputed and hotly contested.

13 29. The final settlement amount takes into account the substantial risks inherent in
14 any class action wage and hour case, as well as the hurdles of achieving and maintaining class
15 action status, and the specific defenses asserted by Defendants, including that Walgreen
16 provided a sufficient number of uniform items to Class Members. For the Gross Settlement
17 Amount, Plaintiffs obtained 100% of the unreimbursed clothing purchases for dress-code
18 required items plus over 26% of potential PAGA penalties, which were subject to the Court's
19 reduction from the maximum PAGA penalties, the settlement is fair, reasonable, and adequate.

20 30. In the operative First Amended Complaint, the Class is defined as:

21 All non-exempt employees of Walgreens working in Walgreens' retail stores
22 and/or pharmacies within California at any time during the period beginning four
23 years prior to the date this action is filed, and continuing through to entry of
judgment in this action.

24 The Settlement Class to be certified for settlement purposes only under Federal Rule of
25 Civil Procedure 23, is defined as:

26 All current and former non-exempt employees of Defendants working in
27 Defendants' retail stores and/or pharmacies within California who purchased
28 clothing items at their own expense from one of Walgreens' third-party clothing
vendors during the Class Period, which runs from May 31, 2018 through the date

1 of preliminary approval. (Settlement Agreement, ¶¶ 10.b, c.)

2 The difference in the definition for the Settlement Class is appropriate because it
3 includes only those non-exempt employees who actually made purchases during the Class
4 Period and were alleged to be owed reimbursed business expenses. An employee who did not
5 spend personal funds on uniform clothing purchases did not suffer any injury and would,
6 therefore, not be entitled to any expense reimbursements.

7 31. The Gross Settlement Amount is a negotiated amount that resulted from
8 substantial arms' length negotiations and significant investigation and analysis by both parties.
9 The parties based their damages analysis and settlement negotiations on the expert analysis
10 provided by Resolution Economics, LLC. The data that formed the basis of the uniform
11 clothing purchase calculations is included in the Wilson Dec., (ECF 66-2, ¶ 4).

12 32. According to the data, 12,553 class members purchased a garment at their own
13 expense during the class period, which included uniform and voluntary purchases. *See*, Wilson
14 Dec., (ECF 66-2, ¶ 8). In order to determine the amount paid for each line item in an order, the
15 unit price was multiplied by the quantity and then added to the sales tax and shipping. *Id.*, ¶ 9.
16 For the period of time with missing order data, May 8, 2021 – October 16, 2021, the amount
17 spent on personal orders was estimated separately. *Id.* According to the payroll deduction
18 dataset, deductions for clothing items purchases from a third-party vendor by putative class
19 member during the period were approximately \$40,037. *Id.* The total extrapolated amount for
20 credit card purchases is \$5,615. *Id.* The total estimated personal amount spent on clothing
21 items during the class period is \$859,994. *Id.*, ¶ 10.

22 33. Within the data were clothing items considered “voluntary purchases.” *Id.*, ¶ 11.
23 When excluding voluntary purchases from the analysis, there were 9,727 employees who
24 personally paid for a clothing item order during the class period, which reduces the total
25 estimated personal amount spent on clothing items during the class period down to \$435,000,
26 and with interest totaled \$514,809. *Id.*, ¶ 11.

27 34. As for PAGA penalties, when excluding voluntary purchases, there were 7,379
28 employees with a personal purchase order during the PAGA period. *Id.*, ¶ 11. Assuming a \$100

1 penalty for the first pay period with a clothing purchase not reimbursed and \$200 penalty for
2 subsequent pay periods with personal purchases, the total for the PAGA reimbursement claim
3 during the PAGA period is \$1,655,900. *Id.*, ¶ 11, Table 3.

4 35. Thus, the maximum class and PAGA exposure was \$2,170,709. *Id.* Defendants
5 took the position, however, that this exposure should be reduced to \$1,654,350, based upon
6 earlier settled actions that released Labor Code section 2802 claims during the Class Period
7 (*President, et al. v. Walgreen Co.*, Santa Clara Superior Court Case No. 20CV368984, class
8 action settlement Judgment entered on 10/19/23, and *Epstein v. Walgreen Pharmacy Services*
9 *Midwest, LLC, et al.*, Central District Case No. 5:19-cv-01323-DOC-ADS, class action
10 settlement Judgment 4/15/21).

11 36. The Gross Settlement Amount of \$950,000 represents more than 43% of the total
12 Class and PAGA exposure, and 57% of the exposure if excluding previous settlements. These
13 total exposures include the maximum PAGA penalties and Plaintiffs are reticent that the court
14 has discretion to reduce PAGA penalties. For example, in *Carrington v. Starbucks Corp.*
15 (2018) 30 Cal.App.5th 504, 517, 529, the trial Court reduced the PAGA penalty amount to
16 only \$150,000 (\$5 per violation).

17 37. Furthermore, Defendants argued that the initial Walgreen logo shirts and scrubs
18 provided at hiring, along with annual vouchers they provided for replacements, were sufficient
19 to comply with Defendants' dress code policy. Defendants argued that any additional clothing
20 purchases were not required, but were done so for class members' personal desire to have
21 multiple clothing options to wear. If the Court had sided with Defendants on their defenses,
22 Class Members would not receive any damages or penalties.

23 38. The Settlement will result in immediate and certain payment to Class Members
24 of meaningful amounts. As set forth in the Declaration of Bryn Bridely, of Atticus
25 Administration, filed concurrently herewith, based upon the projected Net Settlement Amount,
26 Settlement Class Members will be paid 92% of the amounts they spent on uniform clothing
27 purchases. Settlement Class Member payments range from \$3.70 to \$895.85 with an average
28 \$50.95 award and a \$32.28 median amount.

1 39. Also, as set forth in the Bridley Declaration, Aggrieved Employees are entitled to
2 receive a pro-rata portion of the \$25,000.00 PAGA allocation based on the number of pay
3 periods worked during the PAGA Period. The PAGA allocation was divided by the aggregate
4 pay periods of all Aggrieved Employees to establish that each pay period was valued at \$1.69.
5 The value was then multiplied by each Aggrieved Employee's individual pay periods worked
6 during the PAGA Period to determine their portion of the Net PAGA Settlement Amount.
7 PAGA payments range from \$1.69 to \$26.91 with an average \$3.00 award and a \$1.69 median
8 amount.

9 40. Thus, the settlement amount provides significant compensation to the Settlement
10 Class Members and Aggrieved Employees in the face of expanding and uncertain litigation.

11 41. In light of all of the risks, the settlement amount is fair, reasonable, and adequate.
12 Such a result will benefit the Parties and the court system. It will bring finality to the Action
13 and will foreclose the inevitability of expanding litigation.

14 42. The Net Settlement Amount is comprised of two parts: (1) the "Net PAGA
15 Settlement Amount" (i.e., the \$25,000.00 earmarked for the release of Representative
16 Plaintiffs' and each PAGA Aggrieved Employee's PAGA claims that is not payable to the
17 California Labor and Workforce Development Agency); and (2) the "Net Class Settlement
18 Amount" (i.e., the entire Net Settlement Amount less the Net PAGA Settlement Amount,
19 which is approximately \$537,472.00).

20 43. The distribution formula is based upon records produced in this litigation by
21 Defendants' vendors for those Settlement Class Members who purchased clothing at their own
22 expense from Defendants' third-party vendors during the Class Period. The Net Settlement
23 Fund will be divided by the clothing purchases to determine the Clothing Purchases Payout
24 Rate. The total amount allocated to each Settlement Class Member will be the total of his or
25 her identified Clothing Purchases during the applicable Class and PAGA Periods multiplied by
26 the Clothing Purchases Payout Rate. This allocation is fair and reasonable because it takes the
27 extent of the injury of each Settlement Class Member into account and bases their claim
28 amount on the amount actually expended on uniform clothing items during the Class Period.

1 44. Plaintiffs sought and received bids from four respected Claims Administrators,
2 including Simpluris, Rust, JND Legal Administration, and Atticus Administration. The
3 administrator with the lowest bid was Atticus Administration (“Atticus”), with a quote of
4 \$37,200.

5 43. Over the last two years, Plaintiffs’ counsel has successfully worked with Atticus
6 for settlement administration of two PAGA settlements and three class action settlements. A
7 true and correct copy of Atticus’ Data Security Information & Privacy Policy is attached hereto
8 as **Exhibit 3**.

9 44. Atticus maintains insurance with AAA rated insurance carriers for professional
10 liability and cybersecurity. It is Atticus’ policy to warrant the work performed on all errors and
11 omissions, on all projects, including distribution of funds to class members, without additional
12 charges to their clients.

13 45. After the Court preliminarily approved Atticus as the settlement administrator,
14 Atticus complied with the Court’s Order to administer the Notice. The Declaration of Bryn
15 Bridely sets forth the steps taken by Atticus in administering the Notice.

16 46. There were no requests for exclusion received by Atticus.

17 47. One Settlement Class Member, Maria Richter, initially made an objection to the
18 settlement. The objection sent to Atticus was deemed invalid, but it was also filed with this
19 Court. (ECF 73).

20 48. After receiving the objection, I called Ms Richter to ask if I could clarify any of
21 the terms of the settlement with her. In this telephone call, Ms Richter explained that she had
22 not read the full Class Notice. Rather, Ms Richter had received the postcard in the mail and
23 questioned why the precise amount she would receive in the settlement was not identified and
24 then went onto Chat GPT for the AI service to prepare the objection that was filed. Once I
25 directed Ms Richter to the full Class Notice on the settlement website that explained the
26 allocation, she withdrew her objection, without any compensation or payment made. (ECF 74).

27 49. There were no other objections received by any Settlement Class Member.

28 50. Accordingly, given the unanimous positive response from Settlement Class

1 Members and reasonable settlement terms, this Court should grant final approval.

2 51. The Settlement provides for an attorney's fee up to one-third of the Gross
3 Settlement Amount, which was identified in the Class Notice. Class Counsel believe the terms
4 of the settlement warrant such an attorney fee request, but nevertheless, will abide by the
5 Court's benchmark of 25% to hopefully expedite any issues for final approval, as the Class
6 Members have been waiting a significant amount of time for payments as part of the settlement
7 (Plaintiff's initial Motion for Preliminary Approval was filed back in June 2024, ECF 60).

8 52. Given the substantial California and Federal authority approving the percentage
9 of the fund method for awarding attorney's fees, Class Counsel believe the Court should
10 employ the percentage of recovery method in this case and award Class Counsel their
11 requested fee of 25% of the Gross Settlement Amount, which totals \$237,500.

12 53. While Plaintiffs submit that a lodestar cross-check is not necessary in this case,
13 even if the Court were to employ one, the cross-check supports the requested fees here.

14 54. From the outset of the case to the present, prosecution of this action has involved
15 significant financial risk for Class Counsel. My firm undertook this matter solely on a
16 contingent basis, with no guarantee of recovery. My firm has placed their own resources at risk
17 to prosecute this action with no guarantee of success.

18 55. Practice in wage and hour class action litigation requires knowledge and skill of
19 the constantly evolving substantive law as well as the procedural requirements of class action
20 litigation. The issues presented in the case required more than just a general appreciation of
21 statutory wage and hour laws and class action procedure. My firm has been involved in and
22 appointed as class counsel in other class actions against large institutions and retailers. *See,*
23 *e.g.,* Ex. 2. Thus, the complexity and potential duration of the case weigh in favor of awarding
24 the requested attorney's fees.

25 56. Additional work was available to my firm that we had to forgo to devote the time
26 necessary to pursue this litigation.

27 57. In assessing the reasonableness of an attorney's hourly rate, courts consider the
28 prevailing market rate in the community for similar services by lawyers of reasonably

comparable skill, experience, and reputation. Class Counsel's rates are based on prevailing fees in this geographical area and have been approved in California and federal courts.

58. Our firm regularly does extensive research into hourly rates charged in the Bay Area and Los Angeles area by attorneys with comparable experience to the attorneys in my firm. That research takes the form of review of individual attorney declarations filed in support of fee applications and the orders thereon, review of professional surveys of attorney hourly rates, such as National Law Journal and AmLaw, and review of the *Laffey Matrix*.

59. The hourly rates of the attorneys at Aiman-Smith & Marcy are commensurate with rates awarded in California state courts and Northern and Central District courts. *See, e.g., Yo LLC v. Krucker*, Santa Clara Superior Ct. No. 17CV306261 (Partner rates of \$1,275 and associate (2020 rate) of \$1,010); *Planned Parenthood Fed'n of Am., Inc. v. Ctr. For Med. Progress*, No. 16-CV-00236-WHO, 2020 WL 7626410 (N.D. Cal. Dec. 22, 2020) (Partner rates of \$925-\$1,280 and associate rates of \$675-\$910); *Schneider v. Chipotle Mexican Grill, Inc.* 336 F.R.D. 588 (N.D. Cal. 2020) (Partner rates of \$995-\$1,275 and associate rate of \$695); *Nozzi v. Housing Authority*, 2018 U.S. Dist.LEXIS 26049 (C.D. Cal. 2018) (Partner rates of \$1,150 and associate rates of \$750-\$765 approved); *Wit v. United Behavioral Health* (N.D. Cal. Jan. 5, 2022) __F.Supp.3d__, 2022 WL 45057 (Partner rates of \$980 - \$1,145 and associate rates of \$595); *Independent Living Center of S. Cal. V. Kent*, 2020 U.S. Dist Lexis 13019 (C.D. Cal. 2020) (Partner rates of \$1,025 and associate rates of \$600-\$815 approved); *Hadsell v. City of Baldwin Park*, Los Angeles Superior Court No. BC548602 (Partner rates of \$1,100 and associate rates of \$550-\$850 rates approved); *Banas v. Volcano Corp.* (N.D. Cal. 2014) 47 F.Supp.3d 957 (Partner rates of \$1,095 and associate rates of \$620-\$770 approved).

60. Accordingly, the following hourly rates for counsel at Aiman-Smith & Marcy are well within the comparable range for attorneys in the Bay Area: Reed W. L. Marcy (28 year Partner) \$1,150; Hallie Von Rock (21 year Partner) \$1,150; Brent Robinson (12 year former Partner) \$950; and Lisseth Bayona (4 year Associate) \$500. These rates for Class Counsel rates were recently approved in the matter of *Alfonso Ruiz, et al. v. Automotive Racing Products*, Ventura County Superior Court Case Number 2023CUOE01192.

61. The total lodestar, to date, for Class Counsel is \$412,305.

62. I have reviewed the detailed, daily contemporaneous time sheets for each of the attorneys at Aiman-Smith & Marcy who have billed for this matter. Each attorney uses their own billing judgment, but I again went through the tasks performed to delete any duplication or for other billing judgment reasons. For example, I reduced more than 100 hours from Ms Bayona's time regarding discovery investigation and research being done for class certification as the case settled prior to certification.

63. To assist the Court in evaluating the lodestar, I grouped the tasks performed by category for each attorney in my firm. Set forth below is a table of the categories of work performed and identification of the attorney and hours expended in each category. Following that is a table of the hourly rates and total hours for each attorney in seeking fees for final approval.

Category	Reed Marcy	Hallie Von Rock	Brent Robinson	Lisseth Bayona
Category 1: Case / Document Administration: Time spent on pre-filing tasks, interviewing client, reviewing client documents, researching defendant and its labor practices, legal research throughout case in responding to discovery and case issues and arguments, preparation of retainer, preparation of the PAGA charge, review of standing orders, review of docket, review of notices from the court.	.90	9.50	1.70	10.60
Category 2: Case Management Conferences: Time spent meeting and conferring with defense counsel for preparing joint case management conference statements, drafting and editing of statements, attending case management conferences, and reviewing case	4.90	2.40	0.70	12.30

1	management orders.				
2	Category 3:	6.10	8.50	1.80	24.70
3	Case Organization, Planning				
4	and Strategy: Time spent				
5	investigating claims, preparing				
6	memos on pending issues and				
7	research, legal research, office				
8	conferences regarding planning				
9	and strategy, locating and				
10	interviewing potential witnesses,				
11	preparing outlines for elements of				
12	causes of action for evidence, and				
13	internal communications to				
14	forward the case.				
15	Category 4:	9.20	55.30	30.0	104.50
16	Discovery: Time spent preparing				
17	discovery requests for the				
18	litigation, reviewing and				
19	preparing documents to produce				
20	from plaintiffs, significant time				
21	reviewing plaintiffs' social media				
22	and posts for responding to				
23	discovery, time spent obtaining				
24	clothing items from plaintiffs and				
25	photographing and itemizing for				
26	production, preparing plaintiffs'				
27	discovery responses and				
28	interviewing plaintiffs for the				
	responses, preparing clients for				
	their depositions, defending				
	clients for their depositions,				
	preparing for and taking				
	defendant witness deposition,				
	reviewing time and pay records,				
	policies, and data produced by				
	defendants, and extensive				
	meeting and conferring with				
	defense counsel regarding				
	discovery disputes and data				
	necessary for settlement				
	negotiations.				
	Category 5:	22.70	21.70	5.10	6.00
	Pleadings and Other Motions:				
	Time spent on complaint and				
	initiating documents, reviewing				

1	and opposing motion to dismiss,				
2	amending complaint, preparing				
3	IDC re: Class List, reviewing				
4	Court orders and standing orders,				
5	preparing and editing stipulations,				
6	telephone and email				
7	correspondence with OC				
8	regarding pleading matters.				
9	Category 6:	15.70	36.20	1.60	24.40
10	Negotiations and Settlement:				
11	Initial time spent with prospective				
12	mediator; time spent in direct				
13	negotiations regarding settlement,				
14	multiple back and forth telephone				
15	calls with defendant and defense				
16	expert regarding damages				
17	analysis and clothing purchases,				
18	reviewing documents and data				
19	produced informally, multiple				
20	back and forth correspondence				
21	regarding case arguments with				
22	defense counsel in making offers				
23	and demands as part of direct				
24	settlement negotiations. Once a				
25	settlement was finally reached,				
26	there were extensive negotiations				
27	over the terms of the settlement				
28	agreement and drafting, re-				
	drafting of settlement agreement				
	and exhibits.				
	Category 7:	3.20	22.80	0.00	1.30
	Motion for Preliminary				
	Approval: Time spent preparing				
	motion for preliminary approval,				
	declarations, notices, and				
	supporting documents, time spent				
	reviewing initial denial of motion				
	for preliminary approval, time				
	spent preparing renewed motion				
	for preliminary approval, meet				
	and confer efforts with defense				
	counsel in preparing motions,				
	communicating with claims				
	administrator to prepare notices				
	to be sent and review of weekly				
	reports of claims administration.				

Category 8: Motion for Final Approval: Time spent (to date) preparing motion for preliminary approval, communicating with clients for declarations, preparing declarations and supporting documents, communications with claims administrator to obtain relevant information about the notice process and claims calculations, reviewing claims administrator declaration, reviewing daily attorney time sheets and corresponding into categories, and communicating with claims administrator for final declaration.	1.40	17.50	0.00	15.70
TOTAL:	64.1	173.9	40.9	199.5

Attorney	Rate	Hours	Total
Reed Marcy	\$1,150	64.1	\$73,715
Hallie Von Rock	\$1,150	173.9	\$199,985
Brent Robinson	\$950	40.9	\$38,855
Liseth Bayona	\$500	199.5	\$99,750
Total		478.4	\$412,305

64. Additional time will also be spent finalizing the Motion for Final Approval and monitoring class payments following the effective date. Thus, Class Counsel's work has been meaningful and their hourly rates are commensurate with experience and the prevailing rates among defense and plaintiffs' firms that regularly litigate wage and hour class actions as follows.

65. Plaintiffs' requested attorneys' fees of \$237,500 results in a negative multiplier of the lodestar amount of \$412,305. Accordingly, any lodestar crosscheck performed supports Plaintiffs' percentage of the fund request.

66. Class Counsel has kept detailed records of costs expended in this matter, which

1 supports the request for litigation costs under the terms of the settlement to be sought at final
2 approval. The current out-of-pocket litigation costs expended by Class Counsel are \$17,828.76.
3 My firm's costs are those that are the type typically billed by attorneys to paying clients in the
4 marketplace and include such costs as court costs, filing fees, mediation fees, deposition fees,
5 copying and printing costs, document retrieval costs, targeted advertising, and research specific
6 to this case. A true and correct copy of the index of costs maintained by Aiman-Smith &
7 Marcy is attached hereto as **Exhibit 4**.

8 67. The requested service awards of \$10,000 for each of the Representative Plaintiffs
9 are intended to compensate them for the critical roles they played in this litigation, and the
10 time, effort, and risks undertaken in helping secure the result obtained on behalf of the Class
11 Members.

12 68. Plaintiffs' participation was invaluable in the litigation, discovery, and settlement
13 process. Both Plaintiffs took time off work and traveled up to the Bay Area, having to stay
14 overnight, to have their depositions taken. Each spent considerable time providing information
15 to counsel, assisting in the drafting of pleadings and other documents, responding to
16 interrogatories and document requests, preparing for and being deposed, providing declarations
17 for class certification, and regularly discussing the facts and proceedings with Class Counsel.
18 They have been active participants in this litigation from the outset. Throughout the long
19 process of preliminary and final approval, both Plaintiffs have consistently checked in about
20 the proceedings.

21 69. The Plaintiffs also faced great risk in challenging Defendants' employment
22 policies and bringing suit against their employer, not least because Plaintiffs faced potential
23 liability for Defendants' costs if Defendants prevailed.

24 70. Additionally, the notoriety of being a class action or PAGA representative is
25 even more significant today given the accessibility of court documents on-line and PAGA/class
26 action blogs. Further, employers frequently perform background checks of applicants and the
27 fact that an individual has sued a former employer in a representative action will likely be
28 viewed negatively. Thus, the incentive award is necessary to award Plaintiffs for the notoriety

1 and risk taken in their role as class action and PAGA representatives.

2 71. In addition, in evaluating proposed service awards, the \$20,000 aggregate
3 amount of the proposed service awards is quite modest in comparison to the overall benefits of
4 the settlement and recovery to the class.

5 72. The modest amount of these requested service awards in relation to the benefit
6 conferred on the absent Class Members weighs in favor of their appropriateness. The service
7 award amounts were included in the Notice sent to Class Members. There were no objections
8 by Settlement Class Members to the service awards.

9 73. The settlement administration costs are \$37,200, as set forth in the Declaration of
10 Bryn Bridley of Atticus Administration. The settlement administration costs were included in
11 the Notice sent to Class Members. There were no objections by Settlement Class Members to
12 the costs of the claims administration.

13 74. The Court should grant final approve that any funds remaining in the Net
14 Settlement Fund after the 180 day void date for checks be distributed *cy pres* to Legal Aid at
15 Work, which is a nonprofit organization that provides legal services assisting low-income,
16 working families and promotes better understanding of the conditions, policies, and institutions
17 that affect the well-being of workers and their families and communities. A declaration from
18 Joan Graff of Legal Aid at Work is attached hereto as **Exhibit 5**.

19 75. On the same date as the filing of Plaintiffs' Motion for Final Approval of Class
20 Action and PAGA Settlement, Attorney's Fees and Costs, Class Representative Incentive
21 Award, and Settlement Claims Administration Costs (October 29, 2025), I will be uploading
22 the Motion and supporting documents to the LWDA PAGA settlement portal. Atticus will also
23 upload the Motion and supporting documents to the settlement website, which lists the
24 deadline for filing objections to the Motion for Final Approval and Attorney's Fees and Costs
25 as December 4, 2025.

26 //

27 //

28 //

1 I declare under penalty of perjury under the laws of the United States of America that
2 the foregoing is true and correct.

3
4 Executed on October 29, 2025, at Oakland, California.

5 /s/ Hallie Von Rock

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7 _____
8 Hallie Von Rock
9 Attorneys for Plaintiffs
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Exhibit 1

2 Randal B. Aiman-Smith, #124599
3 Reed W.L. Marcy, #191531
4 Hallie Von Rock, #233152
5 Brent A. Robinson, #289373
6 Lisseth Bayona, #338135
7 7677 Oakport St., Suite 1150
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9 T 510.817.2711
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11 ras@asmlawyers.com
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13 hvr@asmlawyers.com
14 lb@asmlawyers.com

15 Attorneys for Plaintiffs

16 *Additional counsel on next page

17 UNITED STATES DISTRICT COURT
18
19 FOR THE NORTHERN DISTRICT OF CALIFORNIA
20

21 SERENA NARO, individually and on)
22 behalf of all others similarly situated;)
23 TRISH GONZALES, individually and)
24 on behalf of all others similarly situated;)
25 AND THE CALIFORNIA LABOR)
26 AND WORKFORCE)
27 DEVELOPMENT AGENCY *ex rel.*)
28 SERENA NARO AND TRISH)
GONZALES, a California)
governmental entity,)

Plaintiff,

v.

29 WALGREEN CO., an Illinois)
30 corporation; and WALGREEN)
31 PHARMACY SERVICES MIDWEST,)
32 LLC, an Illinois corporation; and DOES)
33 1-15,)
34 Defendants.)

Case No.: 4:22-cv-03170-JST

Assigned for All Purposes to:
Hon. Jon S. Tigar
Courtroom 6

**AMENDED CLASS ACTION AND PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE**

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3 Amelia Alvarez, Esq.
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12 Attorneys for Defendants
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1 This Amended Class Action and Private Attorneys General Act Settlement Agreement and
2 Release (hereinafter “**Settlement**” or “**Agreement**”) is made and entered into by and between
3 Plaintiffs Serena Naro and Trish Gonzalez, individually and on behalf of those similarly situated and
4 on behalf of the California Labor and Workforce Development Agency (“**Plaintiffs**”), on the one
5 hand, and Defendants Walgreen Co. and Walgreen Pharmacy Services Midwest, LLC (“**Defendants**”
6 or “**Walgreens**”), on the other hand, in the case of *Naro, et al. v. Walgreen Co., an Illinois*
7 *corporation; and Walgreen Pharmacy Services Midwest, LLC, an Illinois Corporation* (Northern
8 District of California, Case Number 4:22-cv-03170-JST), and subject to the approval of the Court.

9 1. On March 16, 2022, Plaintiffs Serena Naro and Trish Gonzales sent a letter to the
10 California Labor and Workforce Development Agency (“LWDA”) and to Defendants giving notice of
11 their intent to pursue a representative action pursuant to the California Labor Code Private Attorneys
12 General Act of 2004, codified at Labor Code § 2699 *et seq.* (“PAGA”), on behalf of themselves and
13 the State of California as well as on behalf of a proposed group of allegedly aggrieved employees. In
14 the letter, Plaintiffs claimed Defendants violated the Industrial Welfare Commission Wage Order and
15 California Labor Code sections 204/204b, 221, 223, 226, 510, 1197, and 2802 and the related IWC
16 Wage Order No. 7.

17 2. On May 31, 2022, Plaintiffs filed a class action Complaint in the United States District
18 Court, Northern District of California, Case No. 4:22-cv-03170-JST, that included causes of action for
19 Failure to Indemnify Business Expenses (Labor Code §2802); Failure to Reimburse for Required
20 Uniforms (IWC Wage Order 7, § 9 (A)); Failure to Pay Minimum Wage (Labor Code §§ 1194,
21 1194.,2, 1197, IWC Wage Order No. 7, § 4(A)); Failure to Furnish Accurate Wage Statements (Labor
22 Code § 226); Waiting Time Penalties (Labor Code §§ 201, 202, and 203); Unfair Business Practices
23 (Business and Professions Code § 17200, *et seq.*); and Penalties under the Private Attorneys General
24 Act (“PAGA”) (Labor Code § 2698, *et seq.*).

25 3. On July 5, 2022, Defendants filed a Motion to Dismiss Plaintiffs’ Complaint. On
26 February 9, 2023, the Court granted Defendants’ Motion to Dismiss Plaintiffs’ wage claims,
27 specifically the claims for the Failure to Pay Minimum Wage (Labor Code §§ 1194, 1194.,2, 1197,
28

IWC Wage Order No. 7, § 4(A)); Failure to Furnish Accurate Wage Statements (Labor Code § 226); and Waiting Time Penalties (Labor Code §§ 201, 202, and 203).

4. On February 23, 2023, Plaintiffs filed the operative First Amended Complaint for Failure to Indemnify Business Expenses (Labor Code §2802); Unfair Business Practices (Business and Professions Code § 17200, et seq); and Penalties under the Private Attorneys General Act (“PAGA”) (Labor Code § 2698, et seq).

5. On March 16, 2023, Defendants filed their Answer to First Amended Complaint.

6. The Parties engaged in formal written discovery, and the depositions of both Plaintiffs were taken. Plaintiffs served subpoenas on third-party vendors of Defendants, which produced records showing all current and former non-exempt employees of Defendants working in Defendants’ retail stores and/or pharmacies within California who purchased clothing items at their own expense from one of Walgreens’ third-party clothing vendors during the Class and PAGA periods.

7. Additionally, Defendants engaged the expert Resolution Economics LLC to calculate the purchases identified in the data provided by the third-party vendors of Defendants and to perform an exposure analysis that formed the basis of the Parties’ settlement negotiations.

8. Representative Plaintiffs and their counsel have conducted sufficient discovery and analysis to evaluate the strengths and weaknesses of their respective claims and Defendants’ defenses and to recommend this Settlement to the Settlement Class Members and the Court.

9. Class Counsel has fully advised Representative Plaintiffs of this Agreement and represents that they approve of and consent to the terms herein.

TERMS OF SETTLEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and warranties set forth herein, the Parties agree, subject to the Court’s approval, as follows:

10. **Definitions of Certain Settlement Terms:**

a. **“Person”** shall have the meaning set forth in California Government Code Section 17.

b. **“Settlement Class”**: All current and former non-exempt employees of Defendants working in Defendants’ retail stores and/or pharmacies within California who purchased clothing items at their own expense from one of Walgreens’ third-party clothing

vendors during the Class Period.

- c. **“Class Period”** in this case runs from May 31, 2018 through the date of preliminary approval.
- d. **“Aggrieved Employees”**: All current and former non-exempt employees of Defendants working in Defendants’ retail stores and/or pharmacies within California who purchased clothing items at their own expense from one of Walgreens’ third-party clothing vendors during the PAGA period.
- e. **“PAGA Period”** in this case runs from March 16, 2021 through the date of preliminary approval.
- f. **“Class Counsel”**: Aiman-Smith & Marcy PC.
- g. **“Notice”**: The notice form to Settlement Class Members, substantially in the form attached hereto as **Exhibit A**, which will, among other things, notify Settlement Class Members of the preliminary approval of the settlement and scheduling of the final approval hearing.
- h. **“Effective Date”**: The “Effective Date” is the date that the Court's judgment approving this settlement becomes final. For purposes of this Agreement, the judgment “becomes final” upon the last to occur of the following:
 - i. The entry of a Judgment finally approving this Settlement, provided no objection is made to this Settlement prior to or at the hearing for approval of this Settlement, or if any objection is made, but is resolved formally and withdrawn prior to the final approval hearing of this Settlement.
 - ii. If an objection to this Settlement is made before or at the hearing for approval (that is not resolved prior to the hearing and is formally withdrawn), thirty-one (31) calendar days after the Judgment is entered, provided no appeal is filed.
 - iii. If an appeal has been taken or sought, seven (7) calendar days after the date the Judgment is finally affirmed by an appellate court with no possibility of subsequent

1 appeal or other judicial review, or the date the appeal(s) or other judicial review are
2 finally dismissed (and upholding the Settlement) with no possibility of subsequent
3 appeal or other judicial review.

- 4 i. **“Final Approval”**: The date of the Court’s order granting final approval of the
5 Settlement.
6 j. **“Administrator”**: The administrator responsible for administering this settlement,
7 Atticus Administration, LLC.
8 k. **“Notice Deadline”** means the date that is sixty (60) days after the Notice is initially
9 mailed to the Settlement Class. Settlement Class Members shall have until the Notice
10 Deadline to object to the Settlement.

11 11. Settlement of the Action:

12 As detailed in the Release set forth in Paragraph 34, all causes of action alleged in the
13 Action and any claims, damages, or causes of action that could have been brought based on the factual
14 allegations in the Action, including any claims arising from the alleged violation of any provision of
15 California and/or federal law which were or could have been raised as a part of the Action shall be
16 settled and compromised in full and without exception as between each Settlement Class Member,
17 Aggrieved Employee, Representative Plaintiffs and Defendants, subject to the terms and conditions set
18 forth in this Agreement and the approval of the United States District Court for the Northern District of
19 California.

20 12. Settlement Amount:

- 21 a. **Gross Settlement Common Fund**: A gross settlement common fund amount of Nine
22 Hundred Fifty Thousand (\$950,000.00) will be funded by Defendants as follows:
23 Within fifteen (15) business days following the Effective Date, Defendants will pay the
24 total Gross Settlement Common Fund Amount to the Claims Administrator.
25
26 b. **Attorney’s Fees and Costs**: Plaintiffs’ Counsel shall receive payment of their
27 reasonable attorney’s fees, to be approved by the Court. Defendants will not contest
28 Plaintiff’s attorneys’ fees up to an amount equal to one-third (33.33%) of the Gross

1 Settlement Common Fund, which is Three Hundred Sixteen Thousand and Six Hundred
2 Sixty Six Dollars.

3 Plaintiffs' Counsel shall also receive payment of their reasonable litigation costs out of
4 the gross settlement common fund in the actual amount of costs, not to exceed twenty
5 thousand dollars \$20,000.00. An itemization of costs will be submitted to the Court.
6 Defendants will not contest Plaintiffs' litigation costs.

7 c. **PAGA Award:** From the Gross Settlement Common Fund, \$100,000.00 will be
8 attributed to penalties for violations of PAGA. Of this amount, 75% shall be paid to the
9 LWDA and 25% distributed to Aggrieved Employees.

10 d. **Class/PAGA Representative Incentive Fee:** For the risks taken and time expended as
11 Class/PAGA Representative, Plaintiffs shall seek Court Approval of a Class/PAGA
12 Representative Incentive Fee out of the gross settlement common fund in the amount up
13 to \$10,000, each. Defendants will not contest the PAGA Representative Incentive Fee.

14 e. **Net Settlement Amount:** The Gross Settlement Common Fund of Nine Hundred Fifty
15 Thousand Dollars and Zero Cents (\$950,000.00) less the following deductions: The
16 sum of Twenty Thousand Dollars and Zero Cents (\$20,000.00) for the representative
17 payment awards to Plaintiffs, with Ten Thousand Dollars and Zero Cents (\$10,000.00)
18 to be paid each to Serena Naro and Trish Gonzales, or such other amount as approved
19 by the Court; the sum of attorneys' fees to Class Counsel, which shall not exceed Three
20 Hundred Sixteen Thousand and Six Hundred Sixty-Six Dollars and Zero Cents
21 (\$316,666.00); the sum of costs of litigation to Class Counsel, which shall not exceed
22 Twenty Thousand Dollars and Zero Cents (\$20,000.00); Seventy Five Thousand Dollars
23 and Zero Cents (\$75,000.00), which is 75% of the One Hundred Thousand Dollars and
24 Zero Cents (\$100,000.00) earmarked for the release of Representative Plaintiffs' and
25 each Aggrieved Employees' PAGA claims, and which will be paid to the California
26 Labor and Workforce Development Agency; the administrative expenses approved by
27 the Court pursuant to this Agreement, estimated at Forty Five Thousand Dollars and
28 Zero Cents (\$45,000.00).

f. **The Net Settlement Amount** is comprised of two parts: (1) the “Net PAGA Settlement Amount” (*i.e.*, the \$25,000.00 earmarked for the release of Representative Plaintiffs’ and each PAGA Aggrieved Employee’s PAGA claims that is not payable to the California Labor and Workforce Development Agency); and (2) the “Net Class Settlement Amount” (*i.e.*, the entire Net Settlement Amount less the Net PAGA Settlement Amount, which is approximately \$473,334.00).

13. Settlement Formula and Distribution: Subject to the conditions of this Agreement, the distribution formula is based upon records produced in this litigation by Defendants’ vendors for those Settlement Class Members who purchased clothing at their own expense from Defendants’ third-party vendors during the Class Period. The total paid by all Settlement Class Members for clothing purchased from Defendants during the Class Period is herein referred to as “Clothing Purchases.” The Net Settlement Fund will be divided by the Clothing Purchases to determine the Clothing Purchases Payout Rate. The total amount allocated to each Settlement Class Member will be the total of his or her identified Clothing Purchases during the applicable Class and PAGA Periods multiplied by the Clothing Purchases Payout Rate.

Twenty-five percent (25%) of the PAGA allocation will be distributed to the Aggrieved Employees on a pro-rata basis based upon the number of pay periods that the Aggrieved Employee made purchases during the PAGA Period.

The payments to the Settlement Class Members and Aggrieved Employees shall be non-taxable, and a form 1099 will be issued by the administrator for such payments.

The Settlement Class Members, who do not opt-out of the settlement, and all Aggrieved Employees shall receive a direct mail check of the amount of their claim and will have 180 days to cash their checks. If any funds remain after the expiration date of the first distribution, any residual funds will be distributed to the *cy pres* recipient, which shall be proposed by the parties and approved by the Court. The Parties propose Legal Aid at Work, which provides legal services assisting low-income, working families and promotes better understanding of the conditions, policies, and institutions that affect the well-being of workers and their families and communities. The Settlement Administrator shall distribute any *cy pres* payment.

1 The Labor and Workforce Development Agency shall receive a check for 75% of the
2 PAGA settlement amount.

3 14. Reference to Third-Party Vendors Records: The “Clothing Purchases” will be
4 determined by reference to records produced in this litigation by Defendants’ vendors for those
5 Settlement Class Members and Aggrieved Employees who purchased clothing at their own expense
6 from Defendants’ third-party vendors during the respective Class and PAGA Periods. These third-
7 party vendor records shall be presumptively correct for determining who the Settlement Class
8 Members and Aggrieved Employees are and the clothing purchased at their own expense during the
9 respective Class and PAGA Periods.

10 15. Allocation of Settlement Payments: The payments to the Settlement Class Members
11 and Aggrieved Employees shall be non-taxable, and a form 1099 will be issued by the administrator
12 for such payments.

13 16. Service Payment Award to Representative Plaintiffs: From the Gross Settlement
14 Comon Fund, each Representative Plaintiff will be paid Ten Thousand Dollars and Zero Cents
15 (\$10,000.00) as a service award for their time and efforts as Representative Plaintiffs. These service
16 payment awards are in addition to their rights to payments provided in this Agreement for initiating
17 and pursuing the Action, undertaking the risk of liability for attorneys’ fees and expenses in the event
18 they were unsuccessful in the prosecution of the Action, and granting the general release under the
19 Settlement. Tax deductions and withholdings will not be taken from the Representative Payments, and
20 instead a Form 1099 will be issued to each Plaintiff with respect to this payment. Representative
21 Plaintiffs will be responsible for correctly characterizing this compensation for tax purposes and to pay
22 any taxes owing. The Representative Plaintiffs hereby indemnify and hold Defendants harmless for
23 and against any action or liability of Representative Plaintiffs, if any tax authority should dispute the
24 characterization of this compensation. The Representative Plaintiffs shall not be entitled to the
25 payment set forth in this Subparagraph unless they provide their Social Security number or tax
26 identification numbers to the Administrator.

27 17. PAGA Payment: Subject to Court Approval, from the Gross Settlement Amount, a
28 payment of Seventy Five Thousand Dollars and Zero Cents (\$75,000.00) will be made to the

1 California Labor and Workforce Development Agency (“LWDA”), which is the payment to the State
2 of California for its share of civil penalties pursuant to the Labor Code Private Attorneys General Act,
3 Cal. Labor Code §§ 2698, *et seq.* (“PAGA”), approved by the Court. The Seventy-Five Thousand
4 Dollars and Zero Cents (\$75,000.00) payment is 75% of One Hundred Thousand Dollars and Zero
5 Cents (\$100,000.00), which is the amount that the Parties have earmarked for the release of claims
6 under PAGA. The remaining Twenty-Five Percent (25%), or Twenty-Five Thousand Dollars and Zero
7 Cents (\$25,000.00), will be allocated to the Net PAGA Settlement Amount for distribution to the
8 PAGA Aggrieved Employees. The Net PAGA Settlement Amount will be distributed to the Aggrieved
9 Employees on a pro-rata basis based upon the number of pay periods that the Aggrieved Employee
10 made purchases during the PAGA Period.

11 18. Attorneys’ Fees and Costs: Class Counsel shall submit an application for an award of
12 attorneys’ fees not to exceed Three Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and
13 Zero Cents (\$316,666.00) (33.33 % of the Gross Settlement Common Fund). This amount will cover
14 all work performed to date and all work to be performed in connection with the approval by the Court
15 of this Agreement and the final conclusion of this Action. Defendants agree not to oppose any fee
16 application that is not in excess of the amount specified in this Paragraph. Should the fee and costs
17 award approved by the Court be less than the amount sought, the difference shall be added to the Net
18 Settlement Amount. Payment of the fees and costs to Class Counsel shall constitute full satisfaction of
19 any obligation to pay any amounts to any person, attorney or law firm for attorneys’ fees, expenses or
20 costs in the Action, and shall relieve Defendants of any other claims or liability to any other attorney or
21 law firm for any attorneys’ fees, expenses and/or costs to which any of them may claim to be entitled
22 on behalf of Plaintiffs and/or the Class.

23 Class Counsel shall submit an application for the reimbursement of costs and expenses
24 in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00). This amount will
25 cover all costs and expenses incurred to date or to be incurred. This amount shall come from the Gross
26 Settlement Common Fund. Defendants agree not to oppose any cost and expense application that is
27 not in excess of the amount specified in this Paragraph.

28 Except as provided herein, each party shall be responsible for their own attorneys’ fees

1 and costs.

2 19. Date of Defendants' Payment to Administrator: A gross settlement common fund
3 amount of Nine Hundred Fifty Thousand (\$950,000.00) will be funded by Defendants as follows:

4 Within fifteen (15) business days following the Effective Date, Defendants will pay the
5 total Gross Settlement Common Fund Amount to the Claims Administrator ("Payment
6 Date").

7 20. Date of Administrator's Payment to Recipients: Within ten (10) business days of the
8 Payment Date, the Administrator shall distribute all payments due under the Settlement, including the
9 payments to each Settlement Class Member, to Representative Plaintiffs, to the LWDA, to each
10 Aggrieved Employee, and Class Counsel.

11 21. No Further Payments: Defendants shall have no obligation to pay or provide any
12 further consideration to any Settlement Class Member or Aggrieved Employee by reason of this
13 Agreement or because of the foregoing payments, including but not limited to contributions to any
14 401(k) or other retirement or employee benefit plan, vacation or sick pay, etc. Any payments made
15 pursuant to this Agreement will not trigger any obligation of Defendants to make any withholding for
16 401(k) contributions or to make any contributions to any 401(k) or similar plan. Nor will it trigger any
17 obligation of Defendants to make any contributions to any employee welfare benefit plan for the
18 benefit of any Settlement Class Member who is a member of any union.

19 22. Parties' Contentions: In entering into this Agreement, Defendants do not admit to any
20 liability or wrongdoing of any kind associated with the asserted claims. In entering into this
21 Agreement, Representative Plaintiffs believe that they have filed a meritorious action.

22 23. Settlement Fair, Reasonable, and Adequate: Representative Plaintiffs and Class
23 Counsel are of the opinion that the terms set forth in this Agreement are fair, reasonable, and adequate
24 and this Agreement is in the best interest of the Class in light of all known facts and circumstances,
25 including the risk of pending motions and the trial, defenses asserted by Defendants, and numerous
26 potential appellate issues. Defendants and their counsel also agree that this Agreement is fair and is in
27 the best interests of the Settlement Class and each Settlement Class Member.

THE ADMINISTRATOR

24. Selection of Administrator: Subject to the Court's approval, Atticus Administration shall be retained as the Administrator.

25. Class List: Within ten (10) court days of the date the Court enters an order granting preliminary approval of the Settlement (the "**Preliminary Approval Date**"), Defendants shall provide to the Administrator a list containing, for each Settlement Class Member, the following information: (1) name; (2) last known address, email address (to the extent such information is maintained in Defendants' Human Resources Information System) and phone number (to the extent such information is maintained in Defendants' Human Resources Information System); (3) Social Security Number; (4) the total amount spent on clothing items purchased by each Settlement Class Member at their own expense from one of Walgreens' third-party clothing vendors during the Class Period; and (5) the total number of pay periods that each Aggrieved Employee purchased clothing items at their own expense from one of Walgreens' third-party clothing vendors during the PAGA Period.

26. Administrator's Duties: The Administrator's duties will include:

- a. updating addresses contained in the Class List by way of search of the National Change of Address registry before the initial mailing of the Notice Postcard;
- b. preparing, printing, mailing and emailing (where email is available pursuant to Paragraph 25) the Postcard Notice, in substantially the form attached hereto as "**Exhibit B**" to Settlement Class Members, as well as re-mailing any Postcard Notice that is returned by the U.S. Postal Service as non-deliverable but with a forwarding address; conducting a skip-trace on any Postcard Notice returned by the U.S. Postal Service as non-deliverable, as needed, and re-mailing the Postcard Notice to any new address obtained by way of skip-trace;
- c. creating a website for the Settlement which will allow Settlement Class Members to view the Class Notice in substantially the form attached hereto as "**Exhibit A**" to this Settlement Agreement, all papers filed by Class Counsel to obtain preliminary and final approval of the Settlement Agreement, and payment options. Additionally, the Settlement website will provide contact information for Class Counsel and the

1 Settlement Administrator. The Settlement Administrator will provide Class Counsel
2 and Defendants' counsel with a preview of the proposed website. Class Counsel and
3 Defendants' counsel must approve the website before it goes live and also must approve
4 any modifications to the website. The Settlement Administrator shall also create a toll-
5 free call center to field telephone inquiries from Settlement Class Members during the
6 notice and settlement administration periods. The Settlement Administrator will be
7 directed to take the website and call center down 180 days after the Payment Date.

- 8 d. conducting any necessary verifications of Social Security Numbers;
- 9 e. reviewing and processing requests for exclusions and objections to the Settlement;
- 10 f. providing Class Counsel and Defendants' Counsel with periodic status reports about the
11 delivery of the Notice, requests for exclusions, and objections to the Settlement;
- 12 g. issuing payment to effectuate the payments due under the Settlement. Settlement checks
13 will be valid for one hundred and eighty (180) days. At the end of that 180-day period,
14 settlement checks will be void. The amounts of any uncashed will be distributed to the
15 charitable organization agreed to by the Parties and approved by the Court;
- 16 h. providing a report listing the amounts of payments made to each Settlement Class
17 Member; issuing the tax reports required under this Settlement; and
- 18 i. otherwise administering the Settlement pursuant to this Agreement.

19 27. Qualified Settlement Fund: The Parties agree that the settlement funds will be placed in
20 an account held by the Administrator to effectuate the terms of this Agreement and the orders of the
21 Court. The Parties agree that the settlement fund (1) shall be established pursuant to an order of the
22 Court prior to the receipt of any monies from Defendants; (2) that it shall be established to resolve and
23 satisfy the contested claims that have resulted, or may result, from the matters that are the subject of
24 this Action and that are released by this Settlement; and (3) that the fund or account that is established
25 and its assets are segregated and shall be segregated (within a separately established fund or account)
26 from the assets of Defendants and all related other persons. The Administrator shall be responsible for
27 establishing, administering, and otherwise operating the settlement fund, including the preparation and
28 filing of federal, state, and local tax returns. The Administrator shall also be responsible for preparing

1 and issuing all payments to the Settlement Class Members, Aggrieved Employees, the LWDA,
2 Representative Plaintiffs, Class Counsel, all checks for claims administration costs and expenses that
3 are approved by the Court and any other payments included in this Agreement and approved by the
4 Court.

5 28. Administrator's Findings: The Administrator shall report, in summary or narrative
6 form, the substance of its findings regarding the notice and claims process, and, in that regard, the
7 Administrator's approval of claims shall be conclusive and binding. The Administrator shall be
8 granted reasonable access to Defendants' records to perform its duties. All disputes relating to the
9 Administrator's ability and need to perform its duties shall be referred, if necessary, to the Court,
10 which will have continuing jurisdiction over the terms and conditions of this Agreement. The
11 Administrator submits to the jurisdiction of the Court in connection with its appointment as
12 Administrator.

13 29. Administrator's Reports: The Administrator shall provide weekly reports to counsel
14 concerning receipt of Settlement Class Members' requests for exclusion and returned mail.

15 **ADMINISTRATION OF SETTLEMENT**

16 30. Notice: Within twenty-one (21) court days of after the entry of the Preliminary
17 Approval Order, the Postcard Notice, in the form attached hereto as Exhibit "B", as approved by the
18 Court, shall be sent by the Administrator to each Settlement Class Member. The Postcard Notice shall
19 be sent by first class mail to each Settlement Class Member's current or last known address on file
20 with Defendants, following an updated review of the National Change of Address Registry by the
21 Administrator, as well as by email (where available). The long form Notice, in the form attached
22 hereto as Exhibit "A" will be posted on the settlement website.

- 23 a. Returned Postcard Notice: For Postcard Notices returned from this mailing with
24 forwarding addresses affixed thereto, the Administrator will promptly perform a single
25 re-mailing of the Notice Packet to the forwarding address. For Postcard Notices
26 returned without a forwarding address, the Administrator will utilize reasonable and
27 customary skip-tracing efforts to locate an updated address, and promptly perform a
28 single re-mailing to such updated address, if found.

1 b. It will be presumed that that a Settlement Class Member received the Postcard Notice if
2 it has not been returned within thirty (30) days of mailing.

3 c. At least ten (10) days prior to the final approval hearing, the Administrator shall provide
4 the Court with a declaration of due diligence and proof of mailing with regard to the
5 mailing of the Postcard Notice, all attempts to locate Settlement Class Members, and
6 confirmation of the posting of the long form Notice on the settlement website. Class
7 Counsel shall be responsible for working with the Administrator to timely file the
8 declaration of due diligence.

9 31. Administrator's Responsibility for Payment: The Settlement Class Members, who do
10 not opt-out of the settlement, and all Aggrieved Employees shall receive a direct mail check of the
11 amount of their claim and will have 180 days to cash their checks. If any funds remain after the
12 expiration date of the first distribution, any residual funds will be distributed *cy pres* by the
13 Administrator. The *cy pres* recipient shall be proposed by the parties and approved by the Court. The
14 Parties propose Legal Aid at Work which provides legal services assisting low-income, working
15 families and promotes better understanding of the conditions, policies, and institutions that affect the
16 well-being of workers and their families and communities. The Labor and Workforce Development
17 Agency shall receive a check for 75% of the PAGA settlement amount.

18 32. Requests for Exclusion from the Settlement: The Settlement Administrator shall
19 administer the receipt of any and all requests for exclusion from the Action. Any Settlement Class
20 Member who submits a valid and timely request for exclusion shall not be bound by the terms of this
21 Agreement. Any Settlement Class Member who desires to be excluded from the Action must send a
22 written request for exclusion to the Settlement Administrator with a postmark dated no later than 60
23 calendar days after the Notice is initially mailed to the Settlement Class. In such request, the Settlement
24 Class Member must set forth his or her full name, address, telephone number and email address (if
25 available), along with a statement that he or she wishes to be excluded. The Settlement Administrator
26 shall provide a list of the names and addresses of each Settlement Class Member who submitted a valid
27 exclusion to the Parties no later than 21 court days prior to the Final Hearing. Settlement Class
28

Members who request to be excluded from the Settlement shall nevertheless be bound by the release of claims under PAGA.

33. Objections:

a. Objections to the Settlement: Any Settlement Class Member who intends to object to the fairness of this settlement must (1) file a written objection with the Court no later than 60 calendar days after the Notice is initially mailed to the Settlement Class and (2) mail or personally deliver a copy of the written objection to Class Counsel and Defendants' Counsel on the same day as the objection is sent to the Court. The Court will deem an objection filed on the day it is received by the Court, not necessarily when the objection is postmarked. In the written objection, the Settlement Class Member must state: his or her full name, address, telephone number, and email address (if available); the reasons for his or her objection; and whether he or she intends to appear at the Final Hearing on his or her own behalf or through counsel. Further, the Settlement Class Member must attach to his or her objection all evidence supporting the objection. Any Settlement Class Member who does not file a valid and timely objection to the settlement shall be barred from seeking review of the settlement by appeal or otherwise.

b. Objections to Plaintiff's Motion for Attorney's Fees and Costs: Any Settlement Class Member who intends to object to Plaintiff's Motion for Attorney's Fees and Costs must (1) file a written objection with the Court no later than 14 calendar days prior to the Final Hearing and (2) mail or personally deliver a copy of the written objection to Class Counsel and Defendants' Counsel on the same day as the objection is sent to the Court. The Court will deem an objection filed on the day it is received by the Court, not necessarily when the objection is postmarked. In the written objection, the Settlement Class Member must state: his or her full name, address, telephone number, and email address (if available); the reasons for his or her objection; and whether he or she intends to appear at the Final Hearing on his or her own behalf or through counsel. Further, the Settlement Class Member must attach to his or her objection all evidence supporting the objection. Any Settlement Class Member who does not file a valid and timely objection

1 shall be barred from seeking review of Plaintiff's Motion for Attorney's Fees and Costs
2 by appeal or otherwise.

3
4 **RELEASE OF CLASS CLAIMS**

5 34. **Release of Claims by Settlement Class Members, Aggrieved Employees, and**
6 **Representative Plaintiffs:**

7 a. **Release by Settlement Class Members:** Upon the Court's final approval of the
8 Settlement Agreement, and except as to such rights or claims as may be created by the
9 Settlement Agreement, the Class Representatives and the Settlement Class Members
10 (other than those who submit timely and valid exclusion forms) release and discharge
11 the Defendants and each of their respective former and present parents, subsidiaries,
12 holding companies and affiliated corporations and entities, and each of their respective
13 former and present officers, directors, owners, managers, employees, partners,
14 shareholders, members, and agents, and any other predecessors, successors, assigns or
15 legal representatives (collectively "the Released Parties"), from any and all claims for
16 reimbursement of business expenses (Labor Code Section 2802) and unfair business
17 practices (Bus. & Prof. Code sections 17200 et seq.), arising from the facts as alleged in
18 the First Amended Complaint from four years preceding the filing of Plaintiff's original
19 complaint up to the date of preliminary approval (*i.e.*, from May 31, 2018) (collectively,
20 "Settlement Class Members' Released Claims").

21 b. **Release by Aggrieved Employees:** Upon the Court's final approval of the Settlement
22 Agreement, and except as to such rights or claims as may be created by the Settlement
23 Agreement, the Aggrieved Employees shall be bound by the release as to any Released
24 PAGA claims that arise during the PAGA Period, pursuant to Labor Code section 2698,
25 *et seq.*, from any and all claims for reimbursement of business expenses (Labor Code
26 Section 2802) arising from the facts as alleged in the First Amended Complaint and
27 Plaintiffs' PAGA Notice to the LWDA from one year preceding the filing of Plaintiffs'
28 PAGA Notice (*i.e.*, from March 16, 2021) (collectively, "Aggrieved Employees'

Released Claims”). For the avoidance of doubt, the Aggrieved Employees shall be bound by the release of any Released PAGA claims, irrespective of whether they submit a timely and valid exclusion form to be excluded from the Settlement Class.

c. Release by Plaintiffs on Behalf of the LWDA (and State of California): In their capacity as private attorneys general “aggrieved employees” acting on behalf of themselves and as proxies or agents of the LWDA and State of California, Plaintiffs agree to release Defendants and the Released Parties, from any and all PAGA Claims asserted in Plaintiffs’ PAGA Notice to the LWDA against the Released Parties during the PAGA Period. Upon approval of this Agreement, Plaintiffs, the LWDA, the State of California, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA and/or the State shall be barred from asserting any of the Released PAGA Claims in any future litigation, arbitration, or other legal forum. Any party to this Agreement may use the Agreement to assert that this Agreement and the Judgment to be entered by the Court following approval of this Agreement bars or limits any pending or later-filed action asserting any of the Released PAGA Claims against any of the Released Parties. The provisions of this paragraph apply regardless of whether Plaintiffs and/or the Aggrieved Employees cash their Individual PAGA Payment checks.

d. Release by Named Plaintiffs: In exchange for the consideration provided by Defendant, Plaintiffs, upon the Court’s final approval of the Settlement Agreement, hereby fully and finally release and discharge the Released Parties from all known and unknown claims they have or may have against the Released Parties, of every nature and description whatsoever, up to the date of the Court’s final approval of the Settlement Agreement, in addition to the Settlement Class Members’/Aggrieved Employees’ Released Claims described in paragraphs 15 and 16. This general release of claims includes any and all known or unknown contract, tort, statutory, common law, constitutional, discrimination, public policy, retaliation, wrongful discharge and other claims of any type whatsoever, to the fullest extent such claims are releasable by law,

1 arising out of Plaintiffs' employment with Defendants and the Released Parties
2 (collectively "Named Plaintiffs' Released Claims"). As to the Named Plaintiffs'
3 Released Claims, the Plaintiffs, understanding the significance of this waiver, waive all
4 rights and benefits afforded by Section 1542 of the Civil Code of the State of California,
5 which states:

6 A general release does not extend to claims which the creditor does not
7 know or suspect to exist in his or her favor at the time of executing the
8 release, which if known by him or her must have materially affected his
9 or her settlement with the debtor.

10 Any release of claims will not be effective until the Effective Date.

11 **DUTIES OF THE PARTIES FOR COURT APPROVAL OF SETTLEMENT**

12 35. Plaintiffs will file a motion with the Court requesting preliminary and final approval of
13 the Class Settlement for the Action. Defendants contend that the facts do not justify class certification
14 under the governing legal standards. Consequently, the Parties will agree to a stipulated "Settlement
15 Class" solely for purposes of administration and resolution of this matter. This Memorandum is not,
16 and it should not be construed as, any admission by Defendants of fact or law in this matter or any
17 other matter that class certification or a representative action is appropriate. If the Court does not grant
18 either preliminary or final approval of this settlement, then the Parties revert to their previous positions
19 prior to negotiating the settlement, and Defendants will not stipulate to class certification.

20 **VOIDING THE AGREEMENT**

21 36. If the Court disapproves of or refuses to enforce any of the material conditions set forth
22 in the preceding Paragraphs, with the exception of the Court's reduction of the amounts of attorneys'
23 fees and costs, the Parties agree to engage in follow up negotiations with the intent of resolving the
24 Court's concerns that precluded approval, and if feasible, to resubmit the settlement for approval
25 within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to
26 reach another agreement, then either Party may void this Agreement. At that point, the Parties agree
27 that each shall return to their respective positions on the day before this Agreement and that this
28 Agreement shall not be used in evidence or argument in any other aspect of the litigation.

1 37. If the conditions of the Settlement set forth herein are not satisfied, or if either of the
2 Parties void the Settlement under Paragraph 36 above, or if the Payment Date does not occur, or, if one
3 or more of the material terms of the Agreement is not approved or is materially modified or reversed,
4 with the exception of the Court's reduction of the amounts of attorneys' fees and costs, Representative
5 Plaintiffs' service payment award, or Administrator's fee, then this Agreement shall be cancelled,
6 terminated, and shall have no force or effect, unless the Parties agree otherwise. If the Settlement is
7 not finally approved, or if this Settlement is terminated, revoked or cancelled pursuant to its terms, the
8 Parties to this Settlement shall be deemed to have reverted to their respective status as of the date and
9 time immediately prior to the execution of this Agreement.

10 **PARTIES' AUTHORITY**

11 38. The signatories hereby represent that they are fully authorized to enter into this
12 Agreement and bind the Parties hereto to the terms and conditions hereof.

13 **MUTUAL FULL COOPERATION**

14 39. The Parties shall fully cooperate with each other to accomplish the terms of this
15 Agreement, including the execution of such documents and to take such other action as may
16 reasonably be necessary to implement the terms of this Agreement and to secure the Court's Final
17 Approval of this Agreement.

18 **NO PRIOR ASSIGNMENTS**

19 40. The Representative Plaintiffs hereto represent, covenant, and warrant that they have not
20 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
21 to any Person or entity any portion of any liability, claim, demand, action, cause of action, or rights
22 herein released and discharged except as set forth herein.

23 **NO ADMISSION**

24 41. Nothing contained herein, including the consummation of this Agreement, is to be
25 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
26 Defendants. Each of the Parties hereto has entered into this Agreement with the intention to avoid
27 further disputes and litigation settled herein with the attendant inconvenience, expenses, and
28 uncertainties. This Agreement is a settlement document and shall, pursuant to Federal Rule of

1 Evidence 408 and California Evidence Code Section 1152, be inadmissible in evidence in any
2 proceeding, except an action or proceeding to approve, interpret, or enforce this Agreement.

3 **CONFIDENTIALITY**

4 42. The Parties agree that this Settlement Agreement is confidential (except for purposes of
5 enforcement). The Parties and their counsel agree that they will not initiate or have any contact with
6 the press, respond to any press inquiry or have any communication with the press about this Action
7 prior to the date of entry of order for final approval. Following final approval of the Settlement,
8 Defendants may disclose the terms and contents of the Settlement, as required under its contractual and
9 legal obligations. Plaintiffs and Plaintiffs' Counsel agree not to issue press releases, communicate
10 with, or respond to any media or publication entities, publish information in manner or form, whether
11 printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or
12 any other medium, with any person or entity concerning the Settlement, including the fact of the
13 Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be
14 contractually required to effectuate the terms of the Settlement as set forth herein. Nothing stated
15 herein shall prohibit Plaintiffs' Counsel from discussing the Settlement, the fact of Settlement, and its
16 terms and conditions with Settlement Class Members or Aggrieved Employees, or from filing all
17 necessary motions and supporting memoranda related to preliminary and final approval of the
18 Settlement. Plaintiffs' Counsel and counsel for Defendants shall not place notice of the Settlement on
19 their respective websites, except that Plaintiffs' Counsel may post a statement on their website that
20 they "obtained a settlement of \$950,000 for employees in an expense reimbursement case." This
21 provision does not limit Plaintiffs' Counsel from complying with ethical obligations or from posting
22 court-filed documents on their website without commentary for viewing by Settlement Class Members
23 and Aggrieved Employees.

24 **TAXES**

25 43. Neither Class Counsel nor Defendants' counsel intend anything contained herein to
26 constitute legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied
27 upon as such. The tax issues for each Settlement Class Member may be unique, and each Settlement
28 Class Member is advised to obtain tax advice from his/her own tax advisor with respect to any

1 payments resulting from this Agreement.

2 **NOTICES**

3 44. Unless otherwise specifically provided herein, all notices, demands or other
4 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
5 the third business day after mailing by United States certified mail with return receipt requested,
6 addressed as follows:

7 To Plaintiffs and Class:

8 Hallie Von Rock, Esq.

9 AIMA-SMITH & MARCY, PC

10 7677 Oakport St., Suite 1150

11 Oakland, CA 94621

12
13 To Defendants' Counsel:

14 Christopher J. Archibald, Esq.

15 Amelia Alvarez, Esq.

16 BRYAN CAVE LEIGHTON PAISNER LLP

17 1920 Main Street, Suite 1000

18 Irvine California 92614-7276

19 **CONSTRUCTION**

20 45. The terms and conditions of this Agreement are the result of lengthy, intensive
21 arms-length negotiations between the Parties, and this Agreement shall not be construed in favor of or
22 against any party by reason of the extent to which any party or his, her, or its counsel participated in its
23 drafting.

24 **CAPTIONS AND INTERPRETATIONS**

25 46. Paragraph titles or captions contained herein are inserted as a matter of convenience and
26 for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any
27 provision hereof. Each term of this Agreement is contractual and not merely a recital.

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1 transmissions of signatures shall be considered the same as an original signature.

2 **CONTROLLING LAW**

3 53. The Agreement shall be governed by and construed in accordance with the laws of the
4 State of California. In any dispute about the scope of the Release provisions set forth herein or their
5 application to bar any future claim, including regarding the assertion of a res judicata / collateral
6 estoppel defense, this Agreement is governed exclusively by California state law and without regard to
7 any other state or federal law.

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10 **IT IS SO AGREED.**

11
12 **[SIGNATURES ON THE FOLLOWING PAGE]**
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28 Respectfully submitted,

Dated: 01/25/2025

Plaintiff Serena Naro:

By: 
Serena Naro (Jan 25, 2025 16:21 PST)
Serena Naro

Dated: 01/27/2025

Plaintiff Trish Gonzalez:

By: 
Trish Gonzales (Jan 27, 2025 08:36 PST)
Trish Gonzalez

Dated: 1/24/25

**Defendants Walgreen Co. and Walgreen Pharmacy
Services Midwest, LLC**

By: 
Zaher Lopez, Senior Counsel

APPROVED AS TO FORM:

Dated: 01/24/2025

Attorneys for Plaintiffs:

Aiman-Smith & Marcy

By: 
Hallie Von Rock (Jan 24, 2025 14:56 PST)
Hallie Von Rock, Esq.

Dated: January 24, 2025

Attorneys for Defendants:

Bryan Cave Leighton Paisner LLP

By: 
Allison C. Eckstrom, Esq.
Christopher Archibald, Esq.

Exhibit A

**NOTICE OF CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND
RELEASE**

Serena Naro, et al., v. Walgreen Co., et al.
United States District Court, Northern District
Case No. 4:22-cv-03170-JST

You could get a payment from a class action settlement if you worked in Walgreens’ retail stores and/or pharmacies within California and purchased clothing items at your own expense from one of Walgreens’ third-party clothing vendors at any time during the period from May 31, 2018 through [INSERT PRELIMINARY APPROVAL DATE].

This Notice is only a *summary* of the class action settlement. You can (and are encouraged to) access and review the entire Class Action and Private Attorneys General Act Settlement Agreement and Release, with all of the settlement terms to which you are bound, including the “Release of Claims” set forth in Paragraph 34 therein, at the settlement website [INSERT URL].

The United States District 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 do not act.

- A former and current employee of Walgreen Co. and Walgreen Pharmacy Services Midwest, LLC (hereinafter referred to collectively as “Walgreens” and/or “Defendants”) filed a lawsuit, claiming that Walgreens violated California law by purportedly failing to reimburse for business expenses associated with the purchase of clothing from Walgreens’ third-party clothing vendors, and violating the Labor Code, Private Attorneys General Act (“PAGA”), and California Business and Professions Code.
- Walgreens has denied these claims and the Court has not decided the merits of these claims.
- To avoid litigation expenses, Walgreens has agreed to settle these claims and this Notice is a summary of your rights and options under this Settlement—including the deadlines to exercise them.

1. Why did I get this notice package?

You are receiving this Class Notice because Defendants’ third-party vendor records identify you as a non-exempt employee who worked at Defendants’ retail stores and/or pharmacies within California and purchased clothing items at your own expense from one of Walgreens’ third-party clothing vendors during the period of May 31, 2018 through [INSERT PRELIMINARY APPROVAL DATE]. As such, you are a potential Class Member and/or Aggrieved Employee in this lawsuit. The purpose of this Notice is to describe the litigation to you, inform you about the Settlement, and inform you of your rights and options in connection with the Settlement.

Class Members include all current and former non-exempt employees of Defendants working in Defendants’ retail stores and/or pharmacies within California who purchased clothing items at their own expense from one of Walgreens’ third-party clothing vendors during the period of May 31, 2018 through [INSERT PRELIMINARY APPROVAL DATE].

Aggrieved Employees include all current and former non-exempt employees of Defendants working in Defendants’ retail stores and/or pharmacies within California who purchased clothing items at their own expense from one of Walgreens’ third-party vendors during the period from March 16, 2021 through [INSERT PRELIMINARY APPROVAL DATE]

The Court in charge of the case is the United States District Court, Northern District, and the case is known as *Serena Naro, et al. v. Walgreen Co., et al.*, Case No. 4:22-cv-03170-JST (referred to as the “Action”). The judge currently presiding over the lawsuit is the Honorable Jon S. Tigar, in Courtroom 6.

2. What is a class action and who is involved?

In class and representative actions, one or more people called “Class Representatives” (which – in this case – are Serena Naro and Trish Gonzales) sue on behalf of themselves and other individuals who have similar claims. The Class Representatives and these other individuals together are a “Class” or “Class Members” for purposes of the class action claims and “Aggrieved Employees” for purposes of the PAGA claim. Each person receiving this notice is a “Class Member” and/or “Aggrieved Employee” for purposes of this Settlement. The Court has preliminarily decided that this lawsuit can be resolved on a class-wide basis because it meets the requirements of federal law governing the resolution of claims through a class action.

3. What does the lawsuit complain about?

Plaintiffs Serena Naro and Trish Gonzales Action allege that non-exempt employees of Defendants who worked in Defendants’ retail stores and/or pharmacies in California during the relevant time period were not reimbursed for clothing items purchased at their own expense from one of Walgreens’ third-party clothing vendors, which allegedly violated the California Labor Code Section 2802 and California Business and Professions Code. Based on the allegations in this Action, Plaintiffs further seek the recovery of civil penalties under the Private Attorneys General Act of 2004 (“PAGA”).

Class Counsel is experienced in class action litigation and has a duty to represent the interests of all Class Members and Aggrieved Employees. Based on analyzing the law concerning the claims, analyzing records, making factual investigations, considering risks involved in further litigation, ensuring that the Class and group of Aggrieved Employees receives payment without having to wait for years of protracted litigation with no certainty of success, Class Counsel believes the Settlement is fair, adequate, and reasonable.

You are receiving Class Notice of this Settlement because the Court has reviewed the Settlement and has preliminarily determined the Settlement is fair and reasonable and can go forward.

The Settlement is the result of good faith, arm’s length negotiations between Plaintiffs and Walgreens, through their respective attorneys. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Settlement Class Members and Aggrieved Employees. This Settlement is a compromise and is not an admission of liability on the part of Defendants.

The Court has not decided whether Plaintiffs’ claims have any merit. There was no trial. Instead of going to trial, both sides agreed to this settlement.

4. What does the settlement provide?

- Walgreens will pay \$950,000.00 (“Gross Settlement Common Fund”) to end this lawsuit.
- Class Members and Aggrieved Employees will receive a portion of the Net Settlement Amount in the manner described under Question 5. The Net Settlement Amount is the Gross Settlement Common Fund minus the following deductions: (1) up to \$10,000.00 to each of the Class Representatives as approved by the Court; (2) up to \$316,666.00 as attorneys’ fees to Class Counsel as approved by the Court; (3) up to \$20,000.00 as costs to Class Counsel as approved by the Court; (4) approximately \$45,000.00 as Administrative Expenses as approved by the Court; and (5) \$75,000.00 to the California Labor & Workforce Development Agency. The Net Settlement Amount is estimated to be \$473,334.00.

5. How much will my payment be?

The Settlement Payments to Class Members and Aggrieved Employees will be based on his or her pro-rata share of the

Net Settlement Amount. The Net Settlement Amount is comprised of two parts: (1) the Net PAGA Settlement Amount (*i.e.*, \$25,000 earmarked for the release of Representative Plaintiffs' and each PAGA Aggrieved Employee's PAGA claims that is not payable to the California Labor and Workforce Development Agency), and (2) the Net Class Settlement Amount (*i.e.*, the entire Net Settlement Amount less the Net PAGA Settlement Amount which is approximately \$473,334.00).

The distribution formula is based upon records produced in this Action by Defendants' vendors for those Class Members who purchased clothing at their own expense from Defendants' third-party vendors during the Class Period. The total paid by all Settlement Class Members for clothing purchased from Defendants during the Class Period is herein referred to as "Clothing Purchases." The Net Settlement Fund will be divided by the Clothing Purchases to determine the Clothing Purchases Payout Rate. The total amount allocated to each Settlement Class Member will be the total of his or her identified Clothing Purchases during the applicable eligibility periods multiplied by the Clothing Purchases Payout Rate.

Twenty-five percent (25%) of the PAGA Allocation will be distributed to the Aggrieved Employees on a pro-rata basis based upon the number of pay periods that the Aggrieved Employees made purchases during the PAGA Period.

The payments to the Settlement Class Members and Aggrieved Employees shall be non-taxable, and a form 1099 will be issued by the administrator for such payments. You should consult with your tax advisors concerning the tax consequences of the payments you receive under the settlement. Neither Class Counsel nor Defendants' counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid, nor shall it be relied upon as such.

6. Will being part of this Settlement affect my job with Walgreens?

Walgreens encourages all Class Members to participate in the Settlement. Walgreens represents that, as required by law, it will not retaliate against any employee as a result of his or her participation in the Settlement.

7. How do I receive payment from the Settlement Amount?

As a Class Member, you will automatically receive your portion of the Settlement Payment via settlement check so long as you do not opt-out or exclude yourself from this lawsuit. If you are also an Aggrieved Employee, you will receive your portion of the PAGA Allocation via settlement check regardless of whether you opt-out or exclude yourself from this lawsuit.

8. What claims am I releasing as part of this lawsuit?

If you do not exclude yourself from the Settlement, you will be bound by the release of claims in this Settlement. This release includes the expense reimbursement claims that were pleaded in the Action (or that could have been pleaded based on the facts alleged in the Action), for non-exempt employees of Defendants working in Defendants' retail stores and/or pharmacies within California who purchased clothing items at their own expense from one of Walgreens' third-party clothing vendors between May 31, 2018 through [INSERT PRELIMINARY APPROVAL DATE].

More specifically, if the Court grants final approval of the Settlement, all Settlement Class Member who do not timely request exclusion from the Settlement will be barred from bringing certain claims described below.

Release by Settlement Class Members: Upon the Court's final approval of the Settlement Agreement, and except as to such rights or claims as may be created by the Settlement Agreement, the Class Representatives and the Settlement Class Members (other than those who submit timely and valid exclusion forms) release and discharge the Defendants and each of their respective former and present parents, subsidiaries, holding companies and affiliated corporations and entities, and each of their respective former and present officers, directors, owners, managers, employees, partners, shareholders, members, and agents, and any other

predecessors, successors, assigns or legal representatives (collectively “the Released Parties”), from any and all claims for reimbursement of business expenses (Labor Code Section 2802) and unfair business practices (Bus. & Prof. Code sections 17200 et seq.), arising from the facts as alleged in the First Amended Complaint from four years preceding the filing of Plaintiff’s original complaint up to the date of preliminary approval (i.e., from May 31, 2018) (collectively, “Settlement Class Members’ Released Claims”).

If any Class Member initiates a new lawsuit against Defendants based on any claim released under this Agreement, and the Court invalidates the release, any recovery by the Class Member shall be offset by the amount, if any, paid to the Class Member in connection with this Settlement.

Release by Aggrieved Employees: Upon the Court’s final approval of the Settlement Agreement, the Aggrieved Employees shall be bound by the release as to any Released PAGA claims that arise during the PAGA Period, pursuant to Labor Code section 2698, *et seq.*, from any and all claims for reimbursement of business expenses (Labor Code Section 2802) arising from the facts as alleged in the First Amended Complaint and Plaintiffs’ PAGA Notice to the LWDA from one year preceding the filing of Plaintiffs’ PAGA Notice (*i.e.*, from March 16, 2021) (collectively, “Aggrieved Employees’ Released Claims”). The Aggrieved Employees shall be bound by the release of any Released PAGA claims, irrespective of whether they submit a timely and valid exclusion form to be excluded from the Settlement Class.

For the full language of the release, as well as additional documents related to the settlement, including the complete Class Action and Private Attorneys General Act Settlement Agreement and Release and the documents filed by the Parties to obtain approval of the settlement, you may visit the settlement website at [INSERT URL]. You may also contact the Settlement Administrator for a copy of the Class Action and Private Attorneys General Act Settlement Agreement and Release that has been filed with the United States District Court, located at 450 Golden Gate Ave, San Francisco, CA 94102.

9. What are my options?

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	If you do nothing and the Court orders final approval of the Settlement, you will give up your rights to pursue the claims that are released by the Settlement and will be paid your portion of the Net Settlement Amount.
YOU MAY ASK TO BE EXCLUDED FROM THE SETTLEMENT	If you ask to be excluded from, or opt-out of, the Settlement, you will get no payment as a Class Member, but you will keep your rights and not release any of the Settlement Class Members’ Released Claims. However, even if you opt-out of the Settlement, you will receive a payment as an Aggrieved Employee and will be bound by the Aggrieved Employees’ Released Claims.
OBJECT	Write to the Court about what you do not like about the Settlement, and if you so choose, attend Court to speak about the fairness of the Settlement.

10. How do I ask to be excluded from the settlement?

If you do not want a payment from this Settlement as a Class Member, but you want to keep your rights, then you **must** take steps to exclude yourself from the Settlement. You can exclude yourself from the Settlement by notifying the Settlement Administrator in writing of your intent to exclude yourself by [REDACTED], 2025 (which is 60 calendar days from the date this Notice is sent to the Class Members). Your exclusion letter must state your (i) name, (ii) current address, (iii) the last four digits of your social security number, (iv) desire to exclude yourself from the Settlement, and (v) your signature. Exclusion letters must be sent directly to the Settlement Administrator. The Settlement Administrator, Atticus Administration, is a neutral third-party appointed by the Court to administer the Settlement in accordance with the Court's Orders and the terms of the Settlement Agreement. If you are an Aggrieved Employee, you will still receive a portion of the PAGA Allocation and be bound by the Aggrieved Employees' Released Claims.

Exclusion letters must be sent directly to the Settlement Administrator at the following address by first class mail, postage prepaid, postmarked on or before [REDACTED], 2025:

Naro v. Walgreen Co.
Atticus Administration
[Administrator Address Here]

11. If I don't exclude myself, can I sue Walgreens for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this Settlement resolves. If you have a pending lawsuit regarding these claims, speak to your lawyer in that case. **Remember, the exclusion deadline is [REDACTED], 2025.**

12. If I exclude myself, can I get money from this settlement?

If you exclude yourself, you are not eligible to receive any money from this settlement as a Class Member, but you may sue, continue to sue, or be part of a different lawsuit against Defendants. If you ask to be excluded, you will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Please note that Aggrieved Employees cannot exclude themselves from the PAGA portion of the Settlement and will receive a portion of the PAGA Allocation and be bound by the release of PAGA claims even if excluded as a Class Member.

13. How do I object to the settlement?

If you are a Settlement Class Member and wish to object and tell the Court why you do not like the settlement, you must (1) file a written objection with the Court by [REDACTED], 2025 (which is 60 calendar days from the date this Notice is sent to the Class Members) and (2) mail or personally deliver a copy of the written objection to Class Counsel and Defendants' Counsel on the same day as the objection is sent to the Court. The Court will deem an objection filed on the day it is received by the Court, not necessarily when the objection is postmarked. In the written objection, the Class Member must state: his or her full name, address, telephone number, and email address (if available); the reasons for his or her objection; and whether he or she intends to appear at the Final Hearing on his or her own behalf or through counsel. Further, the Class Member must attach to his or her objection all evidence supporting the objection. Any Settlement Class Member who does not file a valid and timely objection to the settlement shall be barred from seeking review of the settlement by appeal or otherwise.

If a Class Member objects to the Settlement, he/she will remain a member of the Class, and, if the Court grants final approval of the Settlement, he/she will be bound by the Settlement in the same way and to the same extent as a Class Member who does not object. Any member of the Class who does not make and serve his/her written objection in the

manner provided above, shall be deemed to have waived such objections and shall be foreclosed from making any objections by appeal or otherwise to the Settlement.

The names and addresses of Class Counsel are:

Class Counsel	Defendants' Counsel
Hallie Von Rock Aiman-Smith & Marcy, PC 7677 Oakport St., Suite 1150 Oakland, CA 94621	Christopher Archibald, Esq. BRYAN CAVE LEIGHTON PAISNER LLP 1920 Main Street, Suite 1000 Irvine California 92614-7276

14. What's the difference between objecting and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class and don't want to release your individual claims. If you exclude yourself, you have no basis to object because the case no longer affects you.

15. Do I have a lawyer in this case?

The Court has approved Aiman-Smith & Marcy, PC, to represent you and other Class Members in this action. These lawyers are called Class Counsel. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. A Class Member may enter an appearance through an attorney if the Class Member so desires. Aiman-Smith & Marcy, PC is available as your counsel to answer your questions. The names and contact information of Class Counsel are listed in Question 13 above.

16. How will the lawyers be paid?

Class counsel would ask the Court to approve a payment of up to \$316,666.00 for attorneys' fees and up to \$20,000 for litigation costs, which will be paid out of the \$950,000.00 settlement fund. These attorneys' fees will pay Class Counsel for bringing the lawsuit on your behalf, investigating the facts, litigating the case, and negotiating the Settlement. Defendants have agreed not to oppose these attorneys' fees or costs. The Court may award less than these amounts. Plaintiff's Motion for Attorney's Fees and Costs will be available on the settlement website by [_____, 2025] (which is 30 calendar days prior to the Final Hearing).

If you are a Settlement Class Member and wish to object to Plaintiff's Motion for Attorney's Fees, you must (1) file a written objection with the Court by [REDACTED], 2025 (which is 14 calendar days prior to the Final Hearing) and (2) mail or personally deliver a copy of the written objection to Class Counsel and Defendants' Counsel on the same day as the objection is sent to the Court. The Court will deem an objection filed on the day it is received by the Court, not necessarily when the objection is postmarked. In the written objection, the Class Member must state: his or her full name, address, telephone number, and email address (if available); the reasons for his or her objection; and whether he or she intends to appear at the Final Hearing on his or her own behalf or through counsel. Further, the Class Member must attach to his or her objection all evidence supporting the objection. Any Settlement Class Member who does not file a valid and timely objection to the settlement shall be barred from seeking review of Plaintiff's Motion for Attorney's Fees and Costs by appeal or otherwise.

17. When will final approval occur?

The Court will hold a final hearing to decide whether or not to approve the Settlement. You may attend, either in person or remotely depending on the Court's procedure at the time of the hearing due to the pandemic, and you may ask to speak, but you don't have to. The Final Approval Hearing is scheduled for [REDACTED], 2025, at [REDACTED] a.m. in the United States District Court, Northern District, Courtroom 6, 450 Golden Gate Ave, San Francisco, CA 94102.

18. How do I get more information?

This Notice only summarizes the Action, the Settlement and related matters. For more information, you may visit the settlement website at: [REDACTED]. You may also contact the Settlement Administrator for a copy of the Class Action and Private Attorneys General Act Settlement Agreement and Release. This document and the motion for approval of the settlement is also on file with the United States District Court, Northern District, located at 450 Golden Gate Ave, San Francisco, CA 94102. You may also contact Class Counsel at the address listed in Section 13 above without having to pay for any attorneys' fees. You also have the right to speak with an attorney of your choosing at your own expense. A Class Member may enter an appearance through an attorney if the Class Member so desires.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR ANY OF WALGREENS' MANAGERS, SUPERVISORS, OR ATTORNEYS ABOUT THIS SETTLEMENT.

Exhibit B

POSTCARD NOTICE

On [_____, 2025], the US District Court for the Northern District of California preliminarily approved a class action settlement in the case *Naro, et al. v. Walgreen Co., et al.*, Case Number No. 4:22-cv-03170-JST.

You could get a payment from a class action settlement if you are a current or former non-exempt employee of Walgreen Co. and/or Walgreen Pharmacy Services Midwest, LLC (hereinafter, “Walgreen” or “Defendants”) working in Defendants’ retail stores and/or pharmacies within California who purchased clothing items at their own expense from one of Walgreens’ third-party clothing vendors at any time from May 31, 2018 through the present.

This Notice is only a *summary* of the class action settlement. You can (and are encouraged to) access and review the full-length Notice of Class Action Settlement, with all of the settlement terms to which you are bound at the settlement website [www.\[_____\].com](http://www.[_____]).

Walgreen has denied the claims in this action and the Court has not decided the merits of the claims. To avoid litigation expenses, Walgreen has agreed to settle these claims.

What does the settlement provide? Walgreen will pay \$950,000.00 (“Gross Settlement Common Fund”) to end this lawsuit. The proposed deductions from the Gross Settlement Common Fund for payments to the Representative Plaintiffs, Class Counsel, Claims Administrator, and the LWDA are included in the full-length Notice of Class Action Settlement.

How much will my payment be? The distribution formula is based upon records produced in this litigation by Defendants’ vendors for those Settlement Class Members who purchased clothing at their own expense from Defendants’ third-party vendors during the Class Period. The total paid by all Settlement Class Members for clothing purchased from Defendants during the Class Period is herein referred to as “Clothing Purchases.” The Net Settlement Fund will be divided by the Clothing Purchases to determine the Clothing Purchases Payout Rate. The total amount allocated to each Settlement Class Member will be the total of his or her identified Clothing Purchases during the applicable eligibility periods multiplied by the Clothing Purchases Payout Rate.

What are my Options? To exclude yourself from the settlement or to object to the settlement, you must submit a written exclusion or objection by no later than [_____, 2025]. To object to Plaintiff’s Motion for Attorney’s Fees and Costs, you must submit a written objection by no later than [_____, 2025]. Further details for excluding yourself or objecting to the settlement are set forth in the full-length Notice of Class Action settlement. For more information, including the full-length Notice of Class Action Settlement, go to [www.\[_____\].com](http://www.[_____]) or call [_____].

Exhibit 2

CURRICULUM VITAE OF AIMAN-SMITH & MARCY

FIRM BIOGRAPHY

Aiman-Smith & Marcy, PC, is a boutique plaintiffs' law firm that has successfully litigated individual, representative, and class action cases for plaintiffs across a broad variety of areas, including unpaid wages, unpaid overtime, missed meal and rest breaks, uniform reimbursement, consumer fraud, securities fraud, employment discrimination, civil rights, sex harassment, wrongful termination, whistleblower retaliation, and others. The firm represents exclusively plaintiffs, in all aspects of litigation, including trial and appeals. Aiman-Smith & Marcy began in 2005, although the principals have worked together since 1997.

Aiman-Smith & Marcy, PC
7677 Oakport Street, Suite 1000
Oakland, CA 94621
Tel.: 510-519-1018
www.asmlawyers.com

ATTORNEYS

RANDALL B. AIMAN-SMITH (SBN 124599)

Randall Aiman-Smith earned his Juris Doctor degree from University of California, Berkeley School of Law in 1986. While at Berkeley Law, Mr. Aiman-Smith served as a member of the editorial board of the California Law Review and, additionally, on the Moot Court Board. Mr. Aiman-Smith was an adjunct faculty member at University of California Law, San Francisco, for seven years and has been a frequent presenter at continuing educational seminars.

Mr. Aiman-Smith is admitted to practice in state and federal courts in California, including the Northern District, Central District, Ninth Circuit, and the Tenth Circuit Court of Appeals, and the California Supreme Court. Additionally, Mr. Aiman-Smith has been admitted *pro hac vice* in several other jurisdictions.

Over the 30 years that Mr. Aiman-Smith has been practicing law, he has worked exclusively as a litigator in the state and federal trial and appellate courts on behalf of plaintiffs seeking to vindicate their rights under the law. Mr. Aiman-Smith has tried

numerous cases in the state and federal courts and has taken at least 25 cases to judgment or verdict, including serving as lead trial counsel in *Rivero v. City and County of San Francisco* (judgment of \$2.3 million in damages and fees after 15 years of litigation in 2008), *Williams v. Union Pacific Railroad* (individual discrimination verdict of \$1.7 million in 2009); *Aghmane v. Bank of America* (\$1.6 million jury verdict for defamation and blacklisting in 2018), and *Benton v. Telecom Network Specialists* (\$9.5 million total to class in wages, interest, and penalties).

The firm and Mr. Aiman-Smith have also taken numerous matters to the state and federal courts of appeal on behalf of both appellants and respondents resulting in the creation of significant legal precedents favorable to plaintiffs. Published decisions where Mr. Aiman-Smith was counsel of record and had primary responsibility for writing briefs and making oral arguments include: *Bergemann v. United States*, 820 F.2d 1117 (10th Cir. 1987); *Eidsmore v. R.B.B., Inc.*, 25 Cal.App.4th 1989 (1994); *Rivero v. Superior Court (Smith)* (1997) 54 Cal.App.4th 1048; *Rivero v. City and County of San Francisco*, 316 F.3d 857 (9th Cir. 2002); *Bradley v. Networkers International LLC* (2012) 211 Cal.App.4th 1129; and *Benton v. Telecom Network Specialists, Inc.* (2013) 220 Cal.App.4th 701.

Most recently, Mr. Aiman-Smith was lead counsel for plaintiffs in the class action trial in *Benton v. Telecom Network Specialists, Inc.* (lead case *Booker v. Tanintco, Inc.*, Los Angeles Superior Court Case No. BC34926) which resulted in a judgment for plaintiffs of \$9.5 million in March 2021.

Mr. Aiman-Smith has also served as the lead attorney in numerous cases where class certification has been granted over defendants' opposition, including *Nucci v. Rite Aid Corp.* (N.D. Cal. Feb. 3, 2022) 2022 US Dist. LEXIS 142121 (25,000 employee class) and *Brown v. Abercrombie & Fitch Co.* (C.D. Cal. July 16, 2015) 2015 US Dist. LEXIS 176214 (65,000 employee class).

REED W. L. MARCY (SBN 191531)

Reed W. L. Marcy obtained his Bachelor's degree with High Honors in French Literature in 1983 and his Master's degree in French Literature in 1985, both from the University of California, Berkeley. Mr. Marcy graduated from University of California Law, San Francisco, in 1997 and was admitted to practice in California in December 1997. Mr. Marcy was awarded numerous academic honors at UC Law SF, including the American Jurisprudence Award, the David Snodgrass Oral Advocacy Award, the California Computerized Legal Instruction Award, and awards for civil rights and art law. Mr. Marcy was Associate Executive Editor for *Comm/Ent*, the journal of intellectual property law, and published a note on patent law. Mr. Marcy has been a frequent presenter of continuing legal education programs on employment law and legal research

topics through National Business Institute.

Mr. Marcy is admitted to practice in state and federal courts in California, including the Northern District, Central District, Eastern District, Ninth Circuit, and Court of Appeals, along with the California Supreme Court, and has been admitted *pro hac vice* in Ohio and Oklahoma.

Mr. Marcy began working as a law clerk for Randall Aiman-Smith in 1995, while still a law student. After graduation and admission to the Bar in 1997, Mr. Marcy continued working as an attorney for Mr. Aiman-Smith, becoming a partner in Mr. Aiman-Smith's firm in 2002. In 2005, Mr. Marcy and Mr. Aiman-Smith formed Aiman-Smith & Marcy.

Mr. Marcy has abundant experience as a civil litigator, including extensive experience in all phases of employment law and class actions from initial client intake through trial and appeal. Mr. Marcy has been the lead attorney for dozens of employment and consumer class actions and has extensive experience in employment law appellate practice. Published decisions where Mr. Marcy had responsibility for writing briefs and making oral arguments include *Rivero v. City and County of San Francisco*, 316 F.3d 857 (9th Cir. 2002); *Bradley v. Networkers International LLC* (2012) 211 Cal.App.4th 1129; and *Benton v. Telecom Network Specialists, Inc.* (2013) 220 Cal.App.4th 701. Mr. Marcy successfully argued for overturning summary judgment in a defamation and blacklisting action in the Ninth Circuit in *Aghmane v. Bank of America, N.A.*, 696 Fed. Appx. 175 (9th Cir. May 17, 2017) Case Number 15-15482 (unpublished memorandum). The case was successfully tried to a \$1.6 million verdict in February 2018. Mr. Marcy also argued the appeals in *Selkirk v. Grasshopper House, LLC* (2d Dist. Cal. Div. 7, March 16, 2020) and *Ezeokoli v. Uber Techs.* (1st Dist. Cal. Div. 3, January 13, 2021). Mr. Marcy was the supervising attorney in *Carroll v. City and County of San Francisco, et al.* (2019) 41 Cal.App.5th 805 (reversing demurrer and applying continuing violation and continuous accrual doctrine to age discrimination in disability benefits). Most recently, Mr. Marcy was one of the lead counsel for plaintiffs in the class action trial in *Benton v. Telecom Network Specialists, Inc.* (lead case *Booker v. Tanintco, Inc.*, Los Angeles Superior Court Case No. BC34926) and performed the examination and cross-examination of the expert witnesses, which resulted in a judgment for plaintiffs of \$9.5 million in March 2021.

Mr. Marcy is currently the Top 10 Wage & Hour President for 2022 – 2023 for the National Trial Lawyers Association.

HALLIE VON ROCK (SBN 233152)

Ms Von Rock graduated with a Bachelor of Arts degree from University of California, Berkeley with Honors in 1999. Ms Von Rock graduated from University of California Law, San Francisco, in 2004 and was admitted to practice in California in December, 2004. Ms Von Rock was awarded numerous academic honors at UC Law SF, including the Witkin Award for Excellence for Trial Advocacy and CERCLA Outstanding Achievement Awards for Trial Advocacy and for Moot Court. Ms Von Rock was an Editor for West Northwest Environmental Law Journal.

Ms Von Rock is admitted to practice in state and federal courts in California, including the Northern District, Central District, Southern District, and Court of Appeals, along with the California Supreme Court.

Ms Von Rock has worked with Randall Aiman-Smith and Reed Marcy since 1996, while still an undergraduate at University of California, Berkeley. Ms Von Rock began working as a law clerk for Mr. Aiman-Smith and Mr. Marcy during her last year of law school in June 2003 and was hired as an Associate following admission to the California Bar in 2004. Ms Von Rock has been a partner at Aiman-Smith & Marcy since 2012.

During Ms Von Rock's significant litigation experience, she has worked on numerous employment and consumer cases and class action cases. Ms Von Rock has experience in all aspects of litigation and class action work, including trial and appeal. She has been lead counsel in numerous employment and consumer class actions. Published decisions where Ms Von Rock had responsibility for writing briefs include *Bradley v. Networkers International LLC* (2012) 211 Cal.App.4th 1129; and *Benton v. Telecom Network Specialists, Inc.* (2013) 220 Cal.App.4th 701, and the unpublished decision in *Aghmane v. Bank of America, N.A.*, 696 Fed. Appx. 175 (9th Cir. May 17, 2017) Case Number 15-15482. Ms Von Rock was trial counsel in *Aghmane v. Bank of America*, which was successfully tried to a \$1.6 million verdict on defamation and blacklisting in February 2018. Most recently, Ms Von Rock was one of the lead counsel for plaintiffs in the class action trial in *Benton v. Telecom Network Specialists, Inc.* (lead case *Booker v. Tanintco, Inc.*, Los Angeles Superior Court Case No. BC34926) which resulted in a judgment for plaintiffs of \$9.5 million in March 2021.

BRENT A. ROBINSON (SBN 289373) (formerly of Aiman-Smith & Marcy, through March 2025)

Mr. Robinson (formerly with Aiman-Smith & Marcy, through March 2025) graduated with a Bachelor of Arts in English from the University of California, Santa Barbara, and spent a year abroad studying at the University of Leeds in the U.K. He graduated in the top quintile of his law school class at the University of San Francisco

School of Law, where his work garnered the CALI Award for Excellence in Legal Ethics, the California Academy of Appellate Lawyers Award for Best Brief in the Roger J. Traynor Appellate Moot Court Competition, and an award for Outstanding Individual Achievement in Oral Argument at the same competition.

Mr. Robinson has extensive experience litigating the full spectrum of employment claims, including harassment, discrimination, retaliation, disparate impact, wage and hour, and Private Attorneys General Act claims. Mr. Robinson also has experience litigating tort claims including wrongful death and serious personal injury claims.

Mr. Robinson is a member of Aiman-Smith & Marcy's class action litigation group. As part of that team, he fights high-stakes battles against some of the top defense firms and the largest corporations, and has established new law in California. *See, Carroll v. City and County of San Francisco* (2019) 41 Cal.App.5th 805, review and depublication denied (Jan. 29, 2020); *Piplack v. In-N-Out Burgers* (2023) 88 Cal.App.5th 1281, review granted and pending (Jun. 14, 2023). Representative cases include:

- *Aghmane v. Bank of America Corporation N.A.* (N.D.Cal. Case No. 4:13-cv-03698) (2018 \$1.6m jury verdict, plus a finding of liability for punitive damages, and a subsequent confidential settlement);
- *Carroll v. City and County of San Francisco et al.* (San Francisco Super. Ct. Case No. CGC-17-526580; First Dist. Ct. of App. Case Nos. A154569 and A155208; Cal. Supreme Ct. Case No. S259558) (first-chair in class action trial);
- *Rahman/Bautista Diaz v. Gate Gourmet, Inc.* (N.D.Cal. Case No. 3:20-cv-03047-WHO; Los Angeles Super. Ct. Case No. 20STCV34299; C.D.Cal. Case No. 2:20-CV-09454 FLA (MAAx); MDL No. 3012);
- *Piplack et al. v. In-n-Out Burgers* (Orange Co. Super. Ct. Case No. 30-2019-01114510, Fourth Dist. Ct. of App. Case No. G061098, Cal. Supreme Ct. Case No. S279546; Sonoma County Superior Case No. SCV-268956, First Dist. Ct. of App. Case Nos. A165320 and A165403; Cal. Supreme Ct. Case No. S275185; Second Dist. Ct. of App. Case No. B319885);
- *Lewis v. Simplified Labor Staffing Solutions* (Cal. Supreme Ct. Case No. S278457); and
- *Cosio v. IPAA et al.* (San Francisco Super. Ct. Case No. CGC-16-551337; First Dist. Ct. of App. Case No. A153333).

Mr. Robinson is admitted to practice in all California state courts, and in the United States District Courts for the Northern, Eastern, and Central Districts of California.

Mr. Robinson is a member of the California Employment Lawyers Association,

serves on that organization's Reverse Auctions Panel, and is a member of that organization's Wage & Hour Committee. He has also been recognized by Super Lawyers as a Northern California Rising Star for 2022 and 2023.

LISSETH BAYONA (SBN 338135)

Ms Bayona received her J.D. from the University of Southern California (USC) Gould School of Law. While there, she served as a judicial extern to the Honorable Patrick J. Walsh of the United States District Court for the Central District of California, where she drafted a criminal judicial opinion. Also, while at Gould, she served as an extern for the U.S. Attorney's Office for the Central District of California. As a Criminal Division Extern, she had the opportunity to work closely with a trial team of Assistant U.S. Attorneys on a money laundering case.

Ms Bayona is a member of Aiman-Smith & Marcy's class action litigation group. As part of that team, she has successfully fought high-stakes legal battles against well-resourced and highly competent defense firms. *See, e.g., Cal. Labor & Workforce Dev. Agency ex rel. Raymond v. CompuCom Sys.* (E.D.Cal. Mar. 9, 2023, No. 2:21-cv-02327-KJM-KJN) 2023 U.S.Dist.LEXIS 40710.

JOSEPH CLAPP (SBN 99194) *Of Counsel

Mr. Clapp received his Bachelor of Arts degree in Economics from the University of California at Berkeley in 1978. While attending college, he organized the 1,500 workers in Yosemite National Park into a union. In 1981, Mr. Clapp received his J.D. degree from McGeorge School of Law, University of the Pacific, and while attending McGeorge he served as the Comments Editor for the Pacific Law Journal.

Mr. Clapp is admitted to practice in federal and state courts in California, including the U.S. District Court for the Northern District of California, the U.S. District Court for the Eastern District of California, the Ninth Circuit Court of Appeals, and the California Supreme Court.

Mr. Clapp began his career with the trial firm of Herron & Herron in 1982 and remained with that firm for 26 years. Thereafter, he spent a year with the firm of Kumin Sommers before opening his own practice. In 2012, he became “of counsel” to Aiman-Smith & Marcy.

Throughout his career, Mr. Clapp has always fought for those who work for a living. He has litigated all aspects of the employment relationship, and his cases have included wrongful or discriminatory discharges, the failure to pay wages due (e.g., overtime, prevailing wages), substandard working conditions (e.g., meal periods), and the failure to pay earned pensions (ERISA). He has tried numerous cases and has prosecuted numerous appeals in both in state and federal courts. He was lead counsel for two published appellate victories: *George v. California Unemployment Insurance Appeals Board* (2009) 179 Cal.App.4th 1475 (public employee’s retaliation lawsuit survives claim and issue preclusion defenses), and *Walker v. Berkeley Housing Authority*, 951 F.2d 182 (9th Cir. 1991) (biased decision-maker violates public employee’s Due Process rights). Most recently, Mr. Clapp won reversal of summary judgment in *Duffey v. Tender Heart Home Care Agency, LLC*, (2019) 31 Cal.App.5th 232 (temporary agency and care home were plaintiff’s joint employers under the Domestic Workers Bill of Rights). Other published cases include *Rodriguez v. Akima Infrastructure Servs. LLC* (9th Cir. 2019) 747 Fed.Appx. 625 (reversing summary judgment) and *Sucillio v. Perk* (9th Cir. 2022) 25 F.4th 1118.

Mr. Clapp has successfully tried several employment cases to judgment since joining Aiman-Smith & Marcy.

JOHN A. LOFTON (SBN 222259) *Of Counsel

Mr. Lofton graduated from the University of Texas at Austin with honors in 1998, and received his law degree from the University of California at Berkeley (Berkeley

Law) in 2002. He clerked for Chief Justice Veasey of the Delaware Supreme Court in 2001 and co-authored “Computer Security Publications: Information Economics, Shifting Liability and the First Amendment” (Whittier Law Review, Vol. 24, No. 1).

Mr. Lofton joined the California State Bar 2002. Prior to joining Aiman-Smith & Marcy, Mr. Lofton worked as a litigator for several large firms, including litigating employment cases from the defense side. He has been of counsel with Aiman-Smith & Marcy since 2019. His practice focuses on employment and consumer fraud, representing individual employees and consumers as well as litigating on their behalf in class actions and other representative actions.

Since joining Aiman-Smith & Marcy, Mr. Lofton has handled several employment class actions and actions under the Private Attorney General Act (PAGA), including the rare feat of successfully bringing a wage and hour class action within a bankruptcy.

REPRESENTATIVE CASES FOR AIMAN-SMITH & MARCY

A representative list of significant class actions, representative actions, and jury trials in which the attorneys at Aiman-Smith & Marcy have served as lead counsel or co-class counsel includes:

Aghmane v. Bank of America NA, U.S. District Court, Northern District, Case No. No.: C13-03698 DMR (\$1.6 million jury verdict for defamation and blacklisting), *see also*, 696 Fed.Appx. 175 (9th Cir. 2017 (Ninth Circuit Opinion reversing summary judgment on defamation and blacklisting claims)).

Bean v. Hugo Boss Retail, Inc., U.S. District Court, Northern District, Case No. 3:13-cv-05921-RS (employee class action for uniform reimbursement, bag searches, and missed breaks).

Benton, et al. v. Telecom Network Specialists, Inc., Los Angeles County Superior Court, Case No. BC354230, published as (2013) 220 Cal.App.4th 701 (employee class action for overtime, meal and rest breaks; established important principles for class certification of wage and hour cases); (summary judgment awarding \$7.6 million in overtime, meal, and rest break pay and trial awarding \$1.28 million in Labor Code §203 penalties) (total judgment \$9.5 million).

Billingsley v. Ross Dress for Less, Inc., Alameda Superior Court case no. RG17864196 (employee class action for uniform reimbursement).

Booker, et al. v. Tanintco, Inc., Los Angeles County Superior Court, Case No. BC349267 (class action for overtime, meal and rest breaks).

Bradley, et al. v. Networkers International, LLC, San Diego County Superior Court, Case No. GIC 862417, published as (2012) 211 Cal.App.4th 1129 (employee class action for overtime, meal and rest breaks; established important principles for class certification of wage and hour cases).

Brawner v. Bank of America, United States District Court, Northern District of California, Case No. 3:2014cv02702 (employee class action for misclassification as exempt).

Brown v. Abercrombie & Fitch Co., 2014 U.S. Dist. LEXIS 19414, N.D. Cal., February 14, 2014, Case No.: 4:13-CV-05205 YGR (employee class action for uniform reimbursement; 62,000 person class certified), consolidated with *Bojorquez v. Abercrombie & Fitch Co.*, Southern District of Ohio, Case No. 2:16-cv-00551-MHW (250,000 employees) (\$25 million settlement).

Carroll v. City and County of San Francisco, et al. San Francisco Superior Court case no. CGC-17-562580 (employee class action for age discrimination in payment of retirement benefits); published at *Carroll v. City and County of San Francisco* (2019) 41 Cal.App.5th 805 (reversing demurrer on basis of continuing violation and continuous accrual doctrines) (class certified).

Cohen v. FedEx Office and Print Services, Inc., Alameda County Superior Court Case No. RG17810621 (consumer class action under Fair and Accurate Credit Transactions Act).

Cosio v. International Performing Arts Academy, LLC, et al., (San Francisco Superior Court Case No. CGC-16-551337) (consumer class action for violation of Talent Agency Act) (class certified).

Duffey v. Tender Heart Home Care Agency, LLC, Superior Court of Contra Costa County, No. MSC15-02271 (employee claim for overtime against temporary agency and care home as joint employers) published as *Duffey v. Tender Heart Home Care Agency, LLC*, (2019) 31 Cal.App.5th 232 (reversing summary adjudication on the basis of joint employer relationship).

Frye v. Jyve, Inc., San Francisco Superior Court case number CGC-20-582236 (PAGA action for missed breaks against defunct gig company).

Green, et al. v. Presidio International, Inc. dba A|X Armani Exchange, San Francisco Superior Court, Case No. CGC 13-536365 (employee class action for uniform reimbursement, bag searches, and missed breaks).

Guess? Outlet Stores Pricing Cases, Los Angeles County Superior Court Case No. JCCP 4883 (consumer retail pricing class actions).

Hurtado, et al. v. Lowe's HIW, U.S. District Court, Northern District, Case No. CV-11-1996 (consumer class action under Song-Beverly Credit Card Act).

Holmes, et al. v. Big Five Sporting Goods, Los Angeles County Superior Court, Case No. JCCP4667 (consumer class action under Song-Beverly Credit Card Act).

Honrine v. Coast Counties Truck & Equipment Company, Alameda Superior Court, Case No. RG21088933 (PAGA representative action for various Labor Code violations)

Jerominski v. Walgreen Co., consolidated as *In re Walgreen Co. Wage and Hour Class Action*, U.S. District Court, Central District of California, Case No. 11-cv-07664-PSG (FFMx) (40,000 employee class action for bag searches) (\$23 million settlement).

Jones v. Armanino LLP, Alameda County Superior Court, Case No. RG 13-68105 (consumer class action for accounting negligence).

Kulvicki, et al. v. Pick-N-Pull Auto Dismantlers, Alameda County Superior Court, Case No. RG11560441 (employee class action for misclassification).

Lara v. Visual Edge, Inc., et al., Alameda County Superior Court, Case No. RG21105541 (PAGA representative action for various Labor Code violations).

Lemons et al. v. Rite Aid Corp., consolidated with *Ramirez v. Rite Aid Corp.*, U.S. District Court, Northern District of California. case number CV 20-3531-GW (employee class action for off-the-clock security searches).

Mauldin v. Frito Lay, Inc. Alameda Superior Court Case No. RG16811677 (employee class action for overtime).

Mendes, et al. v. B-4 Partners, LLC, et al., Alameda County Superior Court, Case No. RG11603095, consolidated with *Noble v. Greenberg Traurig, LLP*, Alameda County Superior Court, Case No. RG11593201 (consumer class action for securities fraud, Ponzi scheme) (\$83 million settlement).

Milton v. Best Buy Stores, L.P., U. S. District Court, Central District of California, Case No. CV11-6913, consolidated as *Gass, et al. v. Best Buy Stores, L.P.*, U.S. District Court, Central District of California, Case No. CV 11-01507 SJO (JCGx) (consumer class action under the Song-Beverly Credit Card Act).

Naro, et al. v. Walgreen Co, et al., U.S. District Court, Northern District of California, Case No. 4:22-dv-03170-JST (employee class action and PAGA representative action for failure to reimburse for uniforms).

Lewis v. Simplified Labor Staffing Solutions, Cal. Supreme Ct. Case No. S278457 (request for depublication granted).

Lourdes v. Eagle Clean Group, Sacramento Superior Court, Case No. 23CV009072 (Employee Class and PAGA representative action for various Labor Code violations)

McCormick v. CalPers, Sacramento Superior Court, Case No. 23CV006749 (employee class action for discrimination of retirement benefits)

Nakooka v. Dollar Tree Stores, Inc., U.S. District Court, Northern District of California, Case No. 3:17-CV-03955-JD (employee class action for uniform reimbursement).

Nucci, et al. v. Rite Aid Corporation, et al., U.S. District Court, Northern District of California, Case No. 19-CV-01434-LHK (26,000 person employee class action certified for uniform reimbursement).

Ortiz v. CVS Caremark Corporation, et al., U.S. District Court, Northern District of California, Case No. CV 12-05859 EDL; related with *Murphy v. CVS Caremark Corp.*, Los Angeles County Superior Court No. BC464785 (30,000 employee class action for bag searches, off-the-clock work) (\$12.75 million settlement).

Padilla, et al. v. Mygrant Glass Co., Alameda Superior Court, Case No. RG18906877 (employee class action and PAGA action for labor code violations).

Paknad v. Intuitive Surgical, Inc., et al., Santa Clara Superior Court Case No. 19CV350641, 6th District Court of Appeal Case No. H050711 (individual FEHA and retaliation action; petition for extraordinary writ pending).

Palma v. Mercury Insurance Services, LLC, San Bernardino Superior Court, Case No. CIV-DS1911981 (PAGA action for off-the-clock time).

Ping v. See's Candy Shops, Inc. U.S. District Court, Northern District of California Case No.: 3:19-cv-02504-RS (employee class action for uniform reimbursement).

Piplack et al. v. In-n-Out Burgers, Orange Co. Super. Ct. Case No. 30-2019-01114510, Fourth Dist. Ct. of App. Case No. G061098, Cal. Supreme Ct. Case No. S279546; Sonoma County Superior Case No. SCV-268956, First Dist. Ct. of App. Case Nos. A165320 and A165403; Cal. Supreme Ct. Case No. S275185; Second Dist. Ct. of App. Case No. B319885 (PAGA action for failure to reimburse uniform-related expenses)

Price, et al. v. EXI Parsons Telecom, Los Angeles County Superior Court, Case No.

BC351252 (employee class action for overtime, meal and rest breaks).

Rahman v. Gate Gourmet, Inc., U.S. District Court, Northern District of California, case number 3:20-cv-03047-WHO (employee class action for off-the-clock donning and doffing time).

Rivera v. Uniqlo California, LLC, U.S. District Court for the Central District of California, Case No. 17-CV-02848-JAK (JPR) (employee class action for uniform reimbursement).

Robinson, et al. v. Defender Security Company, Alameda County Superior Court, Case No. RG10505016 (employee class action for misclassification and off-the-clock work).

Ruiz v. Automotive Racing, Ventura Superior Court, Case No. 2023CUOE11192 (employee class action for failure to reimburse business expenses and other Labor Code violations)

Saberi, et al. v. Bridgestone Firestone Retail & Commercial Operations, Alameda County Superior Court. Case No. RG08406555 (employee class action for misclassification) (\$14 million settlement).

Sandak v. Comerica, San Francisco Superior Court, Case No. CGC-23-606913 (PAGA representative action for various Labor Code violations)

Smith, et al. v. S.Com, Inc., San Francisco County Superior Court, Case No. CGC-02-412968 (employee misclassification class action)

Westman, et al. v. Rogers Family Funeral Homes, Contra Costa County Superior Court, Case No. C 98-03165 (consumer class action for negligence).

Williams v. Bank of America, N.A., U.S. District Court, Central District of California, Case No. SACV 15-01597 AG (KESx) (employee misclassification class action).

Williams v. Union Pacific Railroad Co., Alameda County Superior Court Case No. RG 06251955 (race discrimination jury verdict of \$1.6 million).

Wright and Raymond v. Compucom Systems, Inc., County of Riverside, Case No. CVRI22005136 (PAGA representative action for various Labor Code violations)

Zimmelman Jewelry v. CrossCheck, Sonoma County Superior Court Case No. SCV 229654 (consumer class action for unfair business practices).

Exhibit 3



DATA SECURITY & INFORMATION PRIVACY POLICY

Policy Area	Employee Handbook: Data Security & Information Privacy Policy
Approved Date	October 12, 2023
Approved By	Director of Information Technology – Joel Prest; CFO, COO – James Hardy
Effective Date	October 12, 2023
Current Version	7.0

I. OVERVIEW

Atticus Administration, LLC (“Atticus”), in fulfilling the requirement as a third-party administrator under the terms of a court order and/or settlement agreement for a case (“Case Court Documents”), is required to collect and store client information such as class member data records which contain names, addresses, phone numbers, emails, and occasionally sensitive information such as social security numbers, and takes seriously its obligation to secure information systems and protect the privacy of this client data.

As a standard operating procedure, Atticus regularly reviews its policies related to data collection, privacy, and security. All who are employed by Atticus or retained as a contractor for Atticus (“Users”) are provided with this Data Security & Information Privacy Policy document as a part of their training or onboarding to ensure that this information is communicated and understood through explicit acknowledgment. Any material revisions to this document are immediately communicated to Users with an emailed memo which calls out the revisions, as well as an updated copy of the Data Security & Information Privacy Policy document.

Atticus complies with the policies and processes encompassed within this Data Security & Information Privacy Policy document.

II. PURPOSE

The purpose of this Policy is to establish the rules for handling the collection, storage, and use of client data. These rules are necessary to preserve the integrity, availability, and confidentiality of information.

III. SCOPE

This policy applies to all Atticus employees and contractors that use company assets such as computers, laptops, or mobile devices and/or have access to Atticus’ networks and information resources. All devices, whether owned by Atticus or owned by employees, that have access to Atticus’ networks and information resources are governed by this Data Security & Information Privacy Policy. Usage of applications, including cloud storage software, by employees on their own personal devices, are also subject to this policy.

IV. POLICY

1. Data Governance

Atticus is committed to protecting and safeguarding the data that it collects and recognizes this data as a critical asset. Atticus maintains a tiered data governance structure, managed by the Director of Information Technology and enforced by Atticus executive leadership, that governs individual Users access to data. This governance structure is further maintained through enforced processes, standards, and procedures to ultimately ensure appropriate use of data and/or management of data.

2. Internal Use of Data

Any client data and class member data records that Atticus collects, and stores are used only to fulfill Atticus' requirement as a third-party administrator under the terms of the Case Court Documents. This information is only available to Users as set forth by Atticus' tiered data governance structure.

3. External Use & Disclosure of Data

Atticus follows the direction and instructions outlined in the Case Court Documents for handling class member data records. All sensitive and non-public client data, class member data, and information for a case that is provided to Atticus, is the property of Atticus and may not be shared, used, or otherwise communicated outside of Atticus or outside the scope of the project. In cases where a contractor partner is used, only those who have been approved and authorized by Atticus management and have a privacy policy (or data security policy) consistent with Atticus' Data Security & Information Privacy Policy are allowed to be used.

4. Data Security & Information Privacy Policy

Electronic transmission, delivery or receipt of sensitive data is only permitted using SFTP technology. Delivery or receipt of hardcopy sensitive data is only permitted using the US Mail System or a courier as approved by Atticus management.

Atticus complies with all state and federal regulations that apply to data security.

Once a case has closed, Atticus will destroy all hardcopy documents containing sensitive data within twelve months. Regarding all electronic case data (including sensitive data), Atticus maintains this data for up to five years following the closure of the case. In the event Court Case Documents specify unique data retention/return requirements, those requirements shall prevail over Atticus' standard retention/return policy.

5. Computing Devices & Access to Atticus Information Database and Network

Only Atticus IT approved devices may be used to access Atticus' information database and network. All devices must be protected with an employee's user access level systems username and password required at the time the device is powered on.

Access to database and network information must be authenticated using two-factor authentication.

Sensitive data shall not be stored on the device. However, in the event there is no alternative to device storage, all sensitive data must be encrypted with password protection.

Atticus prohibits the use of public cloud storage for any client specific data.

Unattended devices must be logged out and locked when unattended, and additionally configured to automatically be logged out of and screen locked after 10 minute or more of inactivity.

All devices that access Atticus' information database and network infrastructure shall have active and up-to-date anti-malware and firewall protection.

6. Breaches in Security and Policy Violation

Breaches in security, whether actual or suspected, must be reported immediately to Atticus' Director of Information Technology. The Director of Information Technology and executive management will assess the breach for scope and severity and take appropriate action to mitigate and/or eliminate.



If the Director of Information Technology and/or executive management, is made aware a User has failed to comply with Atticus' Data Security & Information Privacy Policy, they will identify and apply appropriate consequences to the User. Consequences may be as severe as termination of employment or termination of contract and/or further legal action. If there is a concern about a breach involving the Director of Information Technology, concerns should be immediately directed to the Chief Operating Officer.

If there is a data breach with a vendor/contractor, the contractor must comply with all applicable state and federal laws that require the notification to individuals (or other affected parties) in the event of unauthorized release of sensitive personal information or confidential data. Contractors must notify Atticus within 24 hours of the incident. Atticus reserves all rights to act under the terms of any applicable contract, including indemnification and/or termination of the contract.

7. General Atticus Information Security and Privacy Standards

- **Annual security training.** Training and review of the Information Security and Privacy Standards are provided to Atticus Employees on an annual basis. Periodic security reminders may be used to reinforce computing device security procedures, updates, or changes.
- **Minimum necessary.** Employees shall only have access to the minimum amount of data necessary to perform their job duties.
- **Lost devices.** Employees must immediately report any lost or stolen devices so access to systems can be deactivated.
- **Unauthorized access.** Any unauthorized access to a device or company data must be immediately reported.
- **Rooting Mobile computing devices.** Mobile computing devices must not be "rooted" or have unauthorized software/firmware installed. A mobile device is considered "rooted" if the internal protections of the device have been compromised or modified to allow control access to the operating system.
- **Content.** Employees shall not load illegal content or pirated software onto devices.
- **Software installs.** Only approved applications are allowed on the computing devices that connect to Atticus' information database and network.
- **Patch management.** Computing devices and applications must be kept up-to-date. Patches should be installed within 30 days of release.
- **Anti-malware.** All computing devices must have active and up-to-date anti-malware protection software. encryption. Encryption shall be used to protect sensitive information.
- **Firewalls.** Firewall is maintained at the headquarters location for the network and administered by the Director of Information Technology.
- **Work habits.** Employee shall use Atticus company applications and systems while at work. Access to certain outside applications, websites, and/or systems may be blocked within each Atticus computing device.
- **Backups.** Backups are performed twice daily on the network terminal server environment.
- **Internal applications.** Computing devices are installed with company internal applications on an as needed basis to Users. User access rights are maintained by the Director of Information Technology.
- **Exemptions.** A risk assessment and risk analysis shall be performed for any requests for exemptions from this Policy.

V. ENFORCEMENT

Any User found to have violated this policy may be subject to disciplinary action. Such action may be as severe as termination of employment or termination of contract and/or further legal action.

VI. DISTRIBUTION



This policy is to be distributed to all Users.

Policy History

Version	Date	Description	Approved By
1.0	8/1/2017	Initial policy release	Mai Vang – Director of Operations James Hardy – CFO/COO
2.0	11/5/2018	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
3.0	11/14/2019	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
4.0	11/10/2020	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
5.0	10/15/2021	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
6.0	10/12/2022	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
7.0	10/12/2023	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO

Exhibit 4

Naro v. Walgreens
Cost Detail

Date	Description	Cost
03/16/22	LWDA – PAGA Notice filing fee	75.00
03/31/22	LexisNexis – March 2022 legal research	39.56
03/31/22	Walgreens uniform clothing advertising on Facebook that led to Plaintiff retention	4,302.23
04/30/22	LexisNexis – April 2022 legal research	158.27
05/31/22	LexisNexis – May 2022 legal research	34.46
05/31/22	U.S. District Court, Northern District – filing fee re Summons and Complaint	402.00
06/14/22	One Hour Legal – service of process of Summons and Complaint on Walgreen Co., an Illinois Corporation	92.50
06/14/22	One Hour Legal – service of process of Summons and Complaint on Walgreen Pharmacy Services Midwest	47.50
06/30/22	LexisNexis – June 2022 legal research	73.48
07/31/22	LexisNexis – July 2022 legal research	425.51
08/01/22	PACER – fee to search for and download court documents 04/01/22-06/30/22	5.50
09/30/22	PACER – search for and download court documents 07/01/22-09/30/22	229.67
10/11/22	UPS Store – fee to fax letter terminating previous counsel	6.00
10/11/22	One Hour Legal- filing fee re Joint CMC Statement and Rule 26(f) Report	104.00
10/16/22	UPS – overnight delivery of client letter terminating relationship with previous counsel	31.80
11/30/22	LexisNexis – November 2022 legal research	120.73
12/31/22	PACER – fee to search for and download court document 10/01/22-12/31/22	1.60
12/31/22	LexisNexis – December 2022 legal research	8.22
01/31/23	LexisNexis – January 2023 legal research	51.49
02/28/23	LexisNexis – February 2023 legal research	24.32
03/23/23	One Hour Legal – service of records subpoena on High Performance Identity	165.00
03/23/23	One Hour Legal – service of process of records subpoena on High Performance Uniforms	150.00
03/31/23	LexisNexis – March 2023 legal research	43.06

04/30/23	LexisNexis – April 2023 legal research	14.86
05/23/23	One Hour Legal – service of records subpoena on Xperia Solutions	190.00
06/01/23	One Hour Legal – filing fee re Joint Discovery Letter Brief	96.00
06/30/23	LexisNexis – June 2023 legal research	106.81
06/30/23	PACER – fee to search for and download court documents 04/01/23-06/30/23	9.00
09/23/23	Expedia – hotel room in S.F. for client Serena Naro during her deposition	393.00
09/23/23	Expedia – hotel room in S.F. for client Patricia Gonzales during her deposition	334.32
09/26/23	United – airfare to S.F. for client Patricia Gonzales for her deposition	587.80
09/28/23	UPS – delivery to Patricia Gonzales	21.58
09/28/23	Patricia Gonzales – reimbursement to client for lost wages and travel expenses for attending her deposition	532.00
09/30/23	LexisNexis – September 2023 legal research	17.99
10/02/23	Southwest – LB airfare to S.F. for depositions of clients Serena Naro and Patricia Gonzales	334.02
10/03/23	UPS – delivery to Serena Naro	24.51
10/04/23- 10/06/23	CQ Hotel – hotel room in S.F. for Lisseth Bayona during depositions of Serena Naro and Patricia Gonzales	628.81
10/04/23- 10/06/23	Meals during trip to S.F. for depositions of Serena Naro and Patricia Gonzales	139.52
10/04/23- 10/06/23	Taxis during trip to S.F. for depositions of Serena Naro and Patricia Gonzales	190.61
10/05/23	Serena Naro – reimbursement to client for lost wages and travel expenses for attending her deposition	512.00
10/06/23	Parking during client deposition	37.00
10/31/23	LexisNexis – October 2023 legal research	105.35
11/28/23	Jan Brown & Associates – Shannon Melis deposition transcript	1,174.35
11/28/23	Jan Brown & Associates – Shannon Melis deposition video	885.00
11/28/23	Esquire Deposition Solutions – Serena Naro deposition transcript	1,528.60
11/28/23	Esquire Deposition Solutions – Patricia Gonzales deposition transcript	946.00

12/08/23	Serena Naro – reimbursement for shipping items for production	35.27
12/31/23	PACER – search for and download court documents 10/01/23-12/31/23	7.40
01/31/24	LexisNexis – January 2024 legal research	2.10
02/29/24	Michael E. Dickstein – mediation fee	900.00
02/29/24	LexisNexis – February 2024 legal research	113.39
03/08/24	Michael E. Dickstein – mediator cancellation fees	900.00
03/31/24	LexisNexis – March 2024 legal research	18.50
05/31/24	LexisNexis – May 2024 legal research	17.73
06/30/24	LexisNexis – June 2024 legal research	14.10
01/31/25	LexisNexis – January 2025 legal research	29.40
03/31/25	LexisNexis – March 2025 legal research	9.32
07/31/25	LexisNexis – July 2025 legal research	25.17
08/08/25	PACER – Q2 2025 legal research	13.60
	Postage Charges	5.75
	Copier Charges: 1,344 copies @ \$0.25	336.00
	TOTAL:	\$17,828.76

Exhibit 5

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1 retaliation; (c) discrimination on account of race, national origin, disability, sex, gender
2 identity, sexual orientation, pregnancy, immigration status and language proficiency; (d)
3 harassment; and (e) failure to comply with equal pay laws, family medical leave, and
4 accommodation laws. Whether in state or federal court, at the trial level or on appeal,
5 nearly all of LAAW's cases impact the law and industry practices, raise community
6 awareness, and change the course of the clients' lives.

7 8. Since 1970, LAAW has defined its mission and devoted its practice to representing low-
8 wage workers in enforcing a wide range of their employment rights. I am informed and
9 believe that LAAW is one of very few legal services nonprofits in the country that has this
10 singular purpose.

11 9. With 23 attorneys, LAAW provides services to low-wage workers statewide and, in select
12 instances, nationwide. LAAW's clients work in sectors in which low-wage work
13 predominates, including caregiving, construction, hospitality, landscaping, retail,
14 agriculture, and transportation, as well as domestic, food, and janitorial services. Many
15 of LAAW's clients are immigrants, and a significant number of them are monolingual
16 Spanish, Mandarin, or Cantonese speakers or have limited English proficiency.

17 10. A sampling of wage-and-hour cases LAAW has litigated include the following actions:

18 a. An action on behalf of 16 farmworkers who were not paid for all of the strawberry
19 boxes that they harvested during the 2022 season. These farmworkers were also
20 paid in cash on Sundays to avoid tracking and paying any overtime premium.
21 LAAW filed a lawsuit in 2023 which seeks to recover wages and penalties for
22 these 16 workers as well as civil penalties on behalf of over 600 additional workers
23 whose rights were also violated.

24 b. An action on behalf of two women who perform janitorial services for a
25 commercial cleaning company that systematically misclassifies its workers as
26 independent contractors—a practice that has led to a violation of many of their
27 rights as workers, including rights to minimum wage, overtime premiums, meal
28 periods, rest periods, sick leave, and reimbursements. Through this PAGA action,

1 LAAW seeks to recover civil penalties for all workers who have suffered these
2 violations and force the employer to change its business practices to comply with
3 the law.

4 c. An action on behalf of a group of roughly 370 low-wage campaign workers who
5 were misclassified as independent contractors by a campaign operator working on
6 the 2019 campaign sponsored by Juul Labs, Inc. to allow for the sale of vaping
7 products in San Francisco. After defeating a motion to compel arbitration and a
8 motion to dismiss the claims against Juul Labs, Inc., LAAW, with its co-counsel
9 Leonard Carder, secured a settlement of \$1.75 million that was approved by the
10 Northern District of California.

11 d. An action on behalf of a group of 23 Filipino workers who were subjected to forced
12 labor in 2012 while working at a rural hospitality complex. These workers were
13 brought to the United States on H2B visas and incurred significant debt as part of
14 the visa process. Before coming to the United States, the workers were promised
15 free housing, free meals, reimbursement of visa costs, and a fixed wage. Once they
16 arrived, they were paid extremely low wages below the amount promised, and
17 were not provided housing, food or other benefits promised by the contract. In
18 2024, Legal Aid at Work reached a \$730,000 settlement on behalf of these
19 workers.

20 e. An action on behalf of roughly 350 kitchen workers at the Burma Superstar, Burma
21 Love, and B Star restaurants in San Francisco, Oakland and Alameda. The workers
22 alleged that the chain failed to pay minimum and overtime wages, split shift
23 premiums, and sick leave, did not provide adequate meal and rest breaks, and
24 unlawfully retaliated against employees. In 2020, the class settled the claims for
25 \$1.3 million.

26 11. All told, from January 1, 2020 to December 31, 2024, LAAW's Wage Protection Program
27 has recovered \$4,280,584.12 for clients in litigation on wage-and-hour issues.
28

1 12. In addition to litigating cases, LAAW represents clients in administrative proceedings
2 before state agencies including the California Labor Commissioner (“Labor
3 Commissioner”).

4 13. LAAW has represented clients in wage-and-hour and anti-retaliation enforcement
5 proceedings, including:

6 a. A restaurant worker in San Francisco who was paid significantly below the
7 minimum wage and was abruptly terminated after years of service. LAAW
8 represented her throughout the entire Labor Commissioner administrative process
9 and obtained a favorable decision, but during this time the employers transferred
10 all of their assets to a family member in an attempt to evade collections. After the
11 Labor Commissioner filed a fraudulent transfer action, LAAW represented this
12 worker in negotiations that ultimately resulted in a \$135,000 settlement for the
13 worker.

14 b. Two recent immigrants who worked extensive hours at a liquor store in Richmond,
15 California for two years and received no pay at all. Legal Aid at Work represented
16 these workers in a hearing before the Labor Commissioner and received a decision
17 in January, 2025 finding that they were collectively owed \$419,551 in wages and
18 penalties.

19 c. A dairy worker who was consistently paid below the minimum wage and who
20 received no overtime pay, despite working very long hours. After filing a Labor
21 Commissioner claim, LAAW represented this client in settlement negotiations
22 which led to a \$25,000 payment covering the wages that had been stolen from him
23 as well as a portion of penalties.

24 d. Seven cooks and servers at a Mexican restaurant in Oakland who were denied
25 overtime pay, were not permitted to take meal and rest breaks, and were subject to
26 unlawful deductions from their pay. LAAW assisted these workers in filing wage
27 claims, represented them in a settlement conference, and ultimately negotiated a
28

1 resolution on the eve of the hearing in the case, winning a total of \$95,000 for
2 these workers.

3 e. Three Latino construction workers who were denied any overtime pay, despite
4 working at least 52 hours most weeks for several years on major building projects
5 in San Francisco. After the workers were laid off at the start of the pandemic,
6 LAAW helped them bring claims to recover their wages. LAAW secured a
7 settlement of approximately \$51,500 for these clients, recovering all of their
8 overtime wages and the vast majority of penalties owed.

9 f. A Latino day laborer in Sonoma County who was owed several weeks of wages.
10 When he asked his employer to pay him what was owed, the employer threatened
11 to call Immigration and Customs Enforcement. We helped this worker to file a
12 wage claim, a bond claim, and a retaliation claim. In response to our efforts to
13 help this worker enforce his rights, the employer made death threats against our
14 client. We amended our retaliation claim to include these threats, and won a
15 judgment of approximately \$90,000. We recovered this judgment in full through
16 a lien that the Labor Commissioner's office placed on the employer's property,
17 less than a year after the threats were made.

18 g. Three Latina women who worked for a housecleaning company and were paid a
19 fixed daily salary amount that did not compensate them for the considerable
20 overtime hours they had to work to clean all the houses that the employer
21 scheduled them to clean. Our clients also had to work non-stop, without breaks,
22 and their only opportunity to eat during the workday was while driving between
23 assigned houses. LAAW represented the workers at a California Labor
24 Commissioner settlement conference and secured a settlement of \$25,000 for the
25 three workers.

26 h. Approximately 25 employees of a Burger King franchise with six store locations
27 in San Francisco who reported a wide array of systemic legal violations—
28 including failure to pay for all hours worked, overtime, meal, and rest violations—

1 to both the California Labor Commissioner's Bureau of Field Enforcement and the
2 City of San Francisco's Office of Labor Standards Enforcement. LAAW
3 represented workers in interviews with state and local investigators, in a Labor
4 Commissioner administrative hearing, and provided legal support to Trabajadores
5 Unidos Workers United, a worker center that has organized workers and
6 developed a coordinated, worker-led campaign to support the case. The dual
7 government investigations have so far resulted in both a citation and subsequent
8 settlement with the City of San Francisco for over \$800,000, covering unpaid
9 health care expenditures for 235 employees; and a \$2.2 million citation against
10 the Burger King franchise, which includes unpaid wages and related penalties for
11 230 employees. In 2022, the citation was upheld on appeal before the Labor
12 Commissioner's office, though the case is still pending.

13 14. In total, from 2020 through 2024, the Wage Protection Program at Legal Aid at Work has
14 represented over 282 low-wage workers, either through the Labor Commissioner
15 processes or through negotiated settlement discussions, and recovered \$1,282,703.81 for
16 them. Adding that total to the \$4,280,584.12 LAAW recovered in litigation matters
17 (discussed above) results in a total of \$5,563,287.93 recovered on wage-and-hour matters
18 by LAAW's Wage Protection Program between 2020 and 2024.

19 15. Additionally, LAAW's Community Legal Services Program provides advice and
20 counseling to low-wage workers on the full range of employment law issues they face
21 through twelve statewide Workers' Rights Clinic locations: Antioch, Berkeley, Palo Alto,
22 Fresno, Los Angeles, Ontario, Sacramento, San Bernardino, San Diego, San Francisco,
23 Santa Ana, and Watsonville. The Community Legal Services Program volunteers also
24 respond to calls on the Clinic's toll-free hotline that makes LAAW's services accessible
25 to low-wage workers in more remote areas that are beyond the reach of Clinic sites.

26 16. From 2020 through 2024, LAAW's clinics and helplines assisted approximately 15,830
27 low-wage workers from all 58 counties throughout California.
28

1 17. Aside from the work of our Wage Protection and Community Legal Services programs,
2 LAAW carries out its mission to serve low-wage workers in its other areas of substantive
3 focus.

4 18. LAAW's National Origin and Immigrants' Rights Program secured a sizable settlement
5 for six Indigenous farmworkers in Kern County who brought claims of national origin
6 discrimination and wrongful termination against their former employer. The clients, who
7 speak Mixteco, were harassed and mistreated by their Spanish-speaking supervisors, who
8 told them that Indigenous workers had no rights, that they did not speak a "real" language,
9 forbade them from speaking in Mixteco on pain of termination, and likened them to
10 animals.

11 19. LAAW's Work & Family Program empowers workers who are parents, pregnant, family
12 caregivers, or caring for their own health to access time off from work, paid leave, and
13 other workplace accommodations to care for themselves and their families without risking
14 their jobs and income. The Program runs a free Work & Family Helpline, and responds to
15 approximately 1,000 workers from across the state every year who have questions about
16 (or experience violations of) paid leave and related rights that could help them keep their
17 jobs and income while caring for their own health or the health of their loved ones. The
18 Program represents low-paid workers whose leave and accommodation rights are violated
19 or who experience pregnancy and caregiver discrimination.

20 20. Legal Aid at Work, along with co-counsel, represented a new mother working in a male-
21 dominated military setting in *Atkinson v. AECOM, et. al*, after she was sexually harassed
22 for pumping at work, denied pumping accommodations, and then forced from the
23 workplace. LAAW has similarly represented pregnant women fired for requesting
24 accommodations, including in male dominated workplaces, like a pregnant mother who
25 was fired when she requested accommodations for her job on a construction site. LAAW
26 has represented many women working in factory or warehouse settings who have been
27 fired for requesting accommodations or taking necessary leaves; these cases have often
28

involved fighting to hold temp agencies and joint employers responsible for their harmful actions.

21. Legal Aid at Work also represented a worker who was denied the simple and necessary accommodation of sitting at work, and instead forced on to leave and then fired, when her employer relied on third party leave providers who failed to engage in a good faith interactive process and denied her rights.

22. Legal Aid at Work has also represented survivors of sexual and domestic violence in and out of court. In *Thin Zar v. Brennan*, LAAW, along with co-counsel, represented workers who had been repeatedly sexually assaulted and harassed at work over the course of years. When they complained, their employer failed to act to keep them safe. LAAW also represented a mother and daughter who worked at a small business who each faced discrimination and retaliation when the daughter requested leave to secure her safety from domestic violence.

23. LAAW represented the plaintiff in *Zuniga v. Eagle Trucklines, et al.* (Fresno County Superior Case No. 21CECG03290, filed Nov. 4, 2021), a female truck driver who was retaliatorily fired after reporting sexual assault on the job. The litigation not only secured a settlement for the client but also highlighted systemic issues within the male-dominated trucking industry, drawing media attention to the pervasive issues of sex discrimination in the industry.

24. LAAW, along with numerous non-profit partners, reached a settlement with California's Employment Development Department to improve the interpretation and the language services it provides to applicants for Unemployment Insurance benefits who speak a non-dominant language.

25. LAAW is committed to serving those whose primary language is not English. LAAW employs multiple bilingual attorneys and other staff who are fluent in English and Spanish, and a language coordinator who is fluent in Mandarin and Cantonese. The language coordinator also ensures that interpreters are available when LAAW lacks in-house language capacity. LAAW also publishes translated versions of its fact sheets and other

1 legal information on its website in Spanish and Chinese. These tools enhance the reach of
2 LAAW to workers around the state.

3 26. As part of LAAW's statewide activities, its staff engages in extensive outreach, education,
4 and training initiatives to inform low-wage workers and their communities, grassroots
5 advocates, and nonprofit organizations—legal and non-legal—about workplace rights. In
6 particular, LAAW:

7 a. Writes a regular employment rights column in the weekly
8 Northern and Southern California editions of *Sing Tao*, a Chinese newspaper with
9 wide circulation in the community;

10 b. Conducts trainings for domestic violence survivors and service
11 providers about employment law protections available to survivors;

12 c. Provides regular trainings for hundreds of health and social service
13 providers across California serving patients with low incomes, including those
14 caring for low-paid birthing people, children and families, babies in the NICU, and
15 patients with dementia and other serious health conditions and their family
16 caregivers; and

17 d. Provides trainings in collaboration with Swords to Plowshares
18 focused on women veterans and employment.

19 e. Provides regular trainings on Know Your Rights presentations to
20 formerly incarcerated individuals both in the Bay Area and virtually.

21 f. Provides regular trainings with various organizations in the Fresno
22 area on the Fair Chance Act and Employment Law 101.

23 27. To extend its expertise beyond its doors, LAAW composes and distributes a wide range
24 of self-help and informational materials. These include: 190+ topic-specific “Your Legal
25 Rights” fact sheets, sample letters, and toolkits which are drafted in plain language and
26 nearly all are translated into Chinese and Spanish for use by workers and advocates; the
27 Employment Law Manual, a complete compendium of California employment laws used
28 as a basic resource and reference tool by students, attorneys and nonprofit organizations

1 around the state; and a website providing workplace know-your-rights information.
2 LAAW also creates and shares know-your-rights videos on a range of employment law
3 topics.

4 28. LAAW also offers its expertise to other nonprofit organizations—legal and non-legal. For
5 example, as part of the Coalition of Low-Wage and Immigrant Worker Advocates, LAAW
6 participates in an annual conference, monthly conference calls, and regular meetings with
7 administrative agencies such as the Labor Commissioner, the California Civil Rights
8 Department and the California Employment Development Department. In addition,
9 LAAW is a leading member of the statewide Work and Family Coalition. Finally, LAAW
10 works closely with the Inland Empire Fair Chance Coalition- providing its members with
11 advice on several Fair Chance cases filed at the California Civil Rights Department and
12 hosting several trainings with the Coalition.

13 29. Actively participating as *amicus curiae* is an integral part of LAAW’s statewide efforts to
14 protect the rights of low-wage workers and advance their interests in key appellate court
15 cases. These cases include: *Legislature of the State of California v. Weber* (Case No.
16 S281977) (2024); *Stanley Vincent v. Cal. Dep’t of Highway Patrol* (2d Civ. B302026)
17 (2021), *Kirola v. City and County of San Francisco* (Case No. 14-17521); *Turman v.*
18 *Koji’s Japan Inc.* (Case No. G051871); *Sonic-Calabasas v. Moreno* (Case No. S174475)
19 (*Sonic II*); *Harris v. City of Santa Monica* (Case No. S181004); *Dedinas v. Superior Court,*
20 *County of Los Angeles* (Case No. S182827); *Paratransit, Inc., v. Medeiros* (Case No.
21 204221); *Wills v. Superior Court, County of Orange* (Case No. G043054); *Oman, et al. v.*
22 *Delta Air Lines, Inc.*, Case No. S248726 (Cal. Supreme Court, February 2019); *Skidgel v.*
23 *California Unemployment Insurance Appeals Board*, Case No. S250149 (Cal. Supreme
24 Court, April 2019); and *Naranjo v. Spectrum Security Services*, Case No. S258966 (Cal.
25 Supreme Court, March 2022).

26 30. The breadth of LAAW’s work throughout California is enhanced immeasurably by *cy*
27 *pres* awards. They have assumed an increasingly important place among its revenue
28 sources. Consistent with the claims asserted in employment class actions, these funds are

1 used to protect the workplace rights of low-wage workers by helping LAAW to maintain
2 programs and undertake initiatives in response to urgent community needs. *Cy pres*
3 awards have also enabled us to serve the community of low-wage workers in many
4 specific ways, including: (a) a training video for student volunteers on how to conduct a
5 client interview in the Workers' Rights Clinic; (b) translation of fact sheets into Chinese
6 and Spanish; and (c) the design and implementation of an online registration system for
7 the more than 100 attorney volunteers who participate annually as supervisors with the
8 Workers' Rights Clinic sites statewide.

9 31. If awarded *cy pres* monies in this case, LAAW will use the funds to advance the
10 underlying purpose of the plaintiffs and class members by using the tools and strategies
11 set forth in this declaration to protect, enforce and strengthen the rights of workers to be
12 paid the monies they rightfully earn.

13 //

14 I declare under penalty of perjury pursuant to the laws of the State of California that the
15 foregoing is true and correct. Executed on this 6 day of March, 2025 at San
16 Francisco, California.

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20 _____
Joan Graff
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