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

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA REPRESENTATIVE
ACTION SETTLEMENT**

Date: August 8, 2024
Time: 2:00 PM
Dept: 6

Complaint Filed: May 31, 2022

1 The Motion for Preliminary Approval of Class Action and PAGA Representative
2 Action Settlement, filed by Plaintiffs Serena Naro and Trish Gonzales (“Plaintiffs”), came on
3 for hearing regularly in Courtroom 6 of the above captioned court, the Honorable Jon S.
4 Tigar, presiding, on August 8, 2024. Defendants Walgreen Co., and Walgreen Pharmacy
5 Services Midwest, LLC (collectively “Defendants”) do not oppose the motion.

6 Having reviewed the papers and documents presented, having heard the statements of
7 counsel, and having considered the matter, the Court HEREBY ORDERS THE
8 FOLLOWING:

9 1. The Court hereby GRANTS preliminary approval of the terms and conditions
10 contained in the Settlement, attached as **Exhibit 1** to the Declaration of Hallie Von Rock in
11 Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
12 Representative Action Settlement. The Court preliminarily finds that the terms of the
13 Settlement appear to be within the range of possible approval, pursuant to Federal Rule of
14 Civil Procedure 23 and applicable law.

15 2. The Court finds on a preliminary basis that: (1) the settlement amount is fair
16 and reasonable when balanced against the probable outcome of further litigation relating to
17 class certification, liability and damages issues, and potential appeals; (2) sufficient
18 discovery, investigation, research, and litigation have been conducted such that counsel for
19 the Parties at this time are able to reasonably evaluate their respective positions; (3)
20 settlement at this time will avoid substantial costs, delay, and risks that would be presented
21 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached
22 as the result of intensive, serious, and non-collusive negotiations between the Parties.
23 Accordingly, the Court preliminarily finds that the Settlement was entered into in good faith.

24 3. The Court hereby GRANTS conditional certification of the provisional
25 Settlement Class, in accordance with the Settlement, for the purposes of this Settlement only.
26 The Settlement Class is defined as all current and former non-exempt employees of
27 Defendants working in Defendants’ retail stores and/or pharmacies within California who
28 purchased clothing items at their own expense from one of Walgreens' third-party clothing

1 vendors during the period of May 31, 2018 through the date of the Court's order granting
2 preliminary approval of the Settlement.

3 4. The Court hereby authorizes the retention of Atticus Administration
4 ("Atticus") as Settlement Administrator for the purpose of the Settlement, with reasonable
5 administration costs currently estimated at \$37,200, and not to exceed \$45,000.

6 5. The Court hereby conditionally appoints Aiman-Smith & Marcy PC as
7 Counsel for the Class.

8 6. The Court hereby conditionally appoints Plaintiffs Serena Naro and Trish
9 Gonzales as Representatives for the Class.

10 7. The Court hereby APPROVES the Notices of Settlement attached to the
11 Settlement as **Exhibits A and B**. The Court finds that the Notice of Settlement, along with
12 the related notification procedure contemplated by the Settlement, constitute the best notice
13 practicable under the circumstances and are in full compliance with the applicable laws and
14 the requirements of due process. The Court further finds that the Notice appears to fully and
15 accurately inform the Members of the Class of all material elements of the proposed
16 Settlement, of their right to be excluded from the Settlement, and of their right and
17 opportunity to object to the Settlement.

18 8. The Court hereby authorizes dissemination of the Notice of Settlement to the
19 Class. Subject to the terms of the Settlement, the Postcard Notice of Settlement shall be
20 mailed via first-class mail to the most recent known address of each Class Member within
21 the timeframe specified in the Settlement, and sent via email to all such persons for whom
22 Defendants have an email address. The Parties are authorized to make non-substantive
23 changes to the proposed Notice of Settlement that are consistent with the terms of the
24 Settlement and this Order.

25 9. The Court hereby APPROVES the proposed procedure for Members of the
26 Class to request exclusion from the Settlement, which is to submit a written statement
27 requesting exclusion to the Settlement Administrator during the time period permitted under
28 the Settlement. Any Members of the Class who submit a written exclusion shall not be a

1 member of the Class, shall be barred from participating in the Settlement, and shall receive
2 no benefit from the Settlement.

3 10. Class Counsel's requests for attorneys' fees in the amount of one-third
4 (33.33%) of the Gross Settlement Amount, or \$316,666, plus their costs, not to exceed
5 \$20,000, are conditionally approved subject to Class Counsel's motion for attorneys' fees
6 and costs to be heard at the time of the final fairness hearing.

7 11. The Court ORDERS that Class Counsel shall file a motion for final approval of
8 the Settlement, with the appropriate declarations and supporting evidence, including a
9 declaration setting forth the identity of any members of the Class who request exclusion from
10 the Settlement.

11 12. The Court ORDERS that Class Counsel shall file a motion for approval of the
12 fee and cost award and of the service awards to the Class Representatives, with the
13 appropriate declarations and supporting evidence, to be heard at the same time as the motion
14 for final approval of the Settlement.

15 13. The Court further ORDERS that each Member of the Settlement Class shall be
16 given a full opportunity to object to the Settlement and request for attorneys' fees, and to
17 participate at a Final Approval Hearing, which the Court sets to commence on November 21,
18 2024, or alternatively on [] at 2:00 p.m. in Courtroom 6 of the United
19 States District Court, Northern District of California. Any Class Member seeking to object to
20 the proposed Settlement may file such objection in writing with the Court and shall serve
21 such objection on the Settlement Administrator.

22 14. Accordingly, GOOD CAUSE APPEARING, the Court hereby APPROVES the
23 proposed Notice of Settlement and the proposed notice process, and adopts the following
24 dates and deadlines:

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1	Date of preliminary approval of the	
2	Settlement as to the Class	
3	Deadline for Defendants to pay the	The latest of:
4	Administrator all amounts awarded and	• 15 business days following the
5	approved by the Court (“Payment Date”)	- entry of a Judgment finally - approving this Settlement • If an objection is filed, 15 - business days after any deadline - to file an appeal has expired • If an appeal has been taken or - sought, 15 business days after the - Judgment is finally affirmed by - an appellate court with no - possibility of subsequent appeal - or judicial review, or the date the - appeal(s) or reviews are finally - dismissed
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13	Deadline for Defendants to provide to	Within 10 court days of the Court’s
14	Administrator a list containing, for each	Preliminary Approval Order
15	Class Member, the following information:	
16	(1) name; (2) last known address, email	
17	address (to the extent such information is	
18	maintained in Defendants’ Human Resources	
19	Information System) and phone number (to	
20	the extent such information is maintained in	
21	Defendants’ Human Resources Information	
22	System); (3) Social Security number; (4) the	
23	total amount spent on clothing items	
24	purchased by each Settlement Class Member	
25	at their own expense from one of Walgreens’	
26	third-party clothing vendors during the Class	
27	Period; and (5) the total number of pay	
28		

1	periods that each Aggrieved Employee	
2	purchased clothing items at their own	
3	expense from one of Walgreens' third-party	
4	clothing vendors during the PAGA Period.	
5	Deadline for Administrator to mail and email	Within 21 court days after entry of the
6	the Class Notice to Class Members	Preliminary Approval Order
7	Deadline for Settlement Class Members to	Within 30 days after Notice is initially
8	postmark request to opt-out or file objections	mailed to the class
9	to the Settlement	
10	Deadline for Administrator to provide the	At least 10 days prior to the Final
11	Court with a declaration attesting to	Approval Hearing
12	completion of the notice process	
13	Deadline for filing of Final Approval Motion	According to Local Rule 7-2
14	Final Approval Hearing	
15	Effective Date	The date that the Court's judgment
16		approving this settlement becomes final.
17		For purposes of this Agreement, the
18		judgment "becomes final" upon the last
19		to occur of the following:
20		i. The entry of a Judgment finally
21		approving this Settlement, provided no
22		objection is made to this Settlement
23		prior to or at the hearing for approval of
24		this Settlement, or if any objection is
25		made, but is resolved formally and
26		withdrawn prior to the final approval
27		hearing of this Settlement.
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	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 appeal or other judicial review, or the date the appeal(s) or other judicial review are finally dismissed (and upholding the Settlement) with no possibility of subsequent appeal or other judicial review.
Deadline for Administrator to make all payments due under the Settlement	Within ten (10) business days of the Payment Date
Check-cashing deadline	180 days after issuance
Deadline for Administrator to distribute uncashed check funds to <i>cy pres</i>	As soon as practicable after check-cashing deadline
Deadline for Plaintiffs to file a Post-Distribution Accounting	Within 21 days after the distribution of any remaining monies to the <i>cy pres</i> recipient

15. The Court further ORDERS that, pending further order of this Court, all proceedings in the Action, except those contemplated herein and in the Settlement, are stayed, and all deadlines are vacated.

16. If for any reason the Court does not execute and file a Final Approval Order and Judgment, the proposed Settlement subject to this Order and all evidence and proceedings had in connection with the Settlement shall be null and void.

17. The Court may, for good cause, extend any of the deadlines set forth in this Order or adjourn or continue the final approval hearing without further notice to the Class.

IT IS SO ORDERED.

Dated: _____

HON. JON S. TIGAR

United States District Judge,

Northern District of California