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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

MARCIE LE and KAREN DAO,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

WALGREEN CO., an Illinois
corporation; WALGREEN PHARMACY
SERVICES MIDWEST, LLC, an Illinois
limited liability company; and
WALGREENS BOOTS ALLIANCE, a
Delaware corporation,

Defendants.

Case No. 8:18-cv-01548 DOC (ADSx)

**ORDER DIRECTING NOTICE TO
THE CLASS REGARDING
PROPOSED SETTLEMENT [155]**

Hon. David O. Carter
Special Master Hon. Jay C. Gandhi (Ret.)

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1 Plaintiffs Marcie Le and Karen Dao (“Plaintiffs”) moved this Court for an
2 Order under Rule 23(e)(1) regarding the Stipulation of Class Action Settlement and
3 Release of Claims (“Settlement Agreement”) between Plaintiffs and Defendants
4 Walgreen Co.; Walgreen Pharmacy Services Midwest, LLC; and Walgreens Boots
5 Alliance, Inc. (“Defendants”) (together with Plaintiffs, the “Parties”), setting a
6 hearing on the final approval of the settlement and certification of a settlement class,
7 and directing notice to the class (the “Motion”). Upon considering the Motion, the
8 Parties’ Settlement Agreement and all exhibits thereto (collectively, the “Settlement
9 Agreement” or “Settlement”), the materials previously submitted in this case, the
10 arguments of counsel, and other materials relevant to this matter, it is hereby
11 ORDERED that:

12 1. This Court has both subject matter jurisdiction and personal jurisdiction
13 as to this action and all Parties before it.

14 2. The parties have shown that the Court will likely be able to approve the
15 Settlement Agreement under Rule 23(e)(2). Specifically, the parties have made a
16 showing that:

- 17 a. The class representatives and counsel have vigorously represented
- 18 the interests of the proposed Settlement class;
- 19 b. The Settlement arose out of arm’s-length, informed, and non-
- 20 collusive negotiations between counsel for Plaintiffs and
- 21 Defendants, who convened multiple times to discuss settlement
- 22 under the supervision of a mediator;
- 23 c. The relief provided for the proposed Settlement class is fair,
- 24 adequate, and reasonable, considering: (i) the costs, risks and delay
- 25 of appeal and further proceedings in the trial court; (ii) the
- 26 effectiveness and straightforwardness of the proposed Settlement
- 27 distribution process, which does not require proposed Settlement
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1 class members to affirmatively make claims; (iii) the reasonableness
2 of the anticipated request for an award of attorneys’ fees; and (iv)
3 the absence of any agreement required to be identified under Rule
4 23(e)(3).

5 3. The terms of the Settlement Agreement are sufficiently fair, reasonable,
6 and adequate to allow dissemination of the Notice to the Class Members.¹ This
7 determination is not a final finding that the Settlement Agreement is fair, reasonable,
8 and adequate, but instead is a determination that there is good cause to submit the
9 proposed Settlement Agreement to Class Members and to hold a hearing concerning
10 final approval of the proposed Settlement, and ultimately approve the Settlement.

11 4. The Court has reviewed the monetary recovery that is being granted in
12 connection with the Settlement, recognizes its significant value to the Class, and
13 finds that the Settlement treats proposed Settlement class members equitably relative
14 to each other.

15 5. The Court is likely to certify the proposed Settlement class for purposes
16 of judgment on the proposed Settlement. Plaintiffs have made a sufficient showing,
17 under the provisions of Rule 23 of the Federal Rules of Civil Procedure, as
18 applicable in the context of settlement classes, to establish reasonable cause,
19 following Notice to Class Members, to hold a hearing to determine if a Class should
20 be certified for settlement purposes only, consisting of persons who meet the
21 following criteria: “All persons who are and/or were employed by Defendants in
22 California at any time during the Class Period as hourly, non-exempt pharmacy
23 interns, pharmacy intern graduates, pharmacists, staff pharmacists, multi-location
24 pharmacists (both assigned and unassigned), and/or pharmacy managers (classified

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1 To the extent capitalized terms are not defined in this Order, they shall have the
2 meaning set forth in the Settlement Agreement.

1 under job code RXH; RXMHC; RXHSF; RXHCA; RXHLS; PHI5; PHIG; PHI3;
2 PHI6; PHI4; SPHI4; or SPHI5) and who do not submit a timely and valid Request
3 for Exclusion, as provided in the Settlement Agreement.

4 6. The parties have made a showing that:

5 a. The proposed Settlement class is sufficiently numerous, as there are
6 thousands of class members, making joinder of all members
7 impracticable.

8 b. There are questions of law and fact common to the proposed
9 Settlement class.

10 c. The claims of Plaintiffs Dao and Le are typical of the claims of the
11 proposed Settlement class.

12 d. Plaintiffs Dao and Le will fairly and adequately protect the interests
13 of the proposed Settlement class, and Plaintiffs Dao and Le have no
14 interests in conflict with those of the proposed Settlement class.
15 Moreover, Plaintiffs Dao and Le have retained counsel experienced
16 in employment class action litigation who have, and will continue
17 to, vigorously represent the proposed Settlement class.

18 e. Common questions of law and fact predominate over any questions
19 affecting only individual members.

20 f. Resolving these claims through a class settlement is superior to
21 other available methods for a fair and efficient adjudication.

22 7. If, for any reason, the proposed Settlement is not approved, any order
23 certifying a Class for settlement purposes shall be vacated *nunc pro tunc* and the
24 litigation shall proceed as though the Class had never been certified.

25 8. The Court hereby designates named Plaintiffs Marcie Le and Karen
26 Dao as the Class Representatives.

27 9. The Court hereby appoints the following attorneys as counsel for the
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1 Class: Elliot Siegel and Julian Burns King of King & Siegel LLP and Daniel
2 Hutchinson and Lin Chan of Lief Cabraser Heimann & Bernstein, LLP
3 (collectively, “Class Counsel”). For purposes of these settlement proceedings, the
4 Court finds that Class Counsel have extensive class action experience and are
5 capable of serving as Class Counsel.

6 10. The Settlement Agreement is for settlement purposes only. Neither the
7 fact of, any provision contained in, nor any action taken under the Settlement
8 Agreement shall be construed as an admission of the validity of any claim or any
9 factual allegation that was or could have been made by Plaintiffs and Class
10 Members in the Action, or of any wrongdoing, fault, violation of law, or liability of
11 any kind on the part of Defendants or the Released Persons. The Settlement
12 Agreement shall not be offered or be admissible in evidence by or against
13 Defendants or the Released Persons or cited or referred to in any other action or
14 proceeding, except one: (1) brought by or against the Parties to enforce or otherwise
15 implement the terms of the Settlement Agreement; (2) involving Plaintiffs or any
16 Settlement Class Member to support a defense of res judicata, collateral estoppel,
17 release, or other theory of claim preclusion, issue preclusion, or similar defense; or
18 (3) involving an attempt to enforce a stay of other litigation pursuant to the terms set
19 forth in the Settlement Agreement and the Court’s Order preliminarily approving the
20 Settlement Agreement.

21 11. The Notice and provisions for disseminating notice substantially as
22 described in and attached to the Settlement Agreement are hereby approved. The
23 Court approves the Notice attached as Exhibit 1 to the Settlement Agreement. This
24 Notice: (a) provides the best practicable notice; (b) is reasonably calculated, under
25 the circumstances, to apprise Class Members of the pendency of the Action, the
26 terms of the proposed Settlement, and of their right to appear, object to, or exclude
27 themselves from the proposed Settlement; (c) are reasonable and constitute due,
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1 adequate, and sufficient notice to all persons entitled to receive notice; and (d) fully
2 comply with federal law, the United States Constitution, and all other applicable
3 laws.

4 12. CPT Group, Inc. (herein referred to as “Settlement Administrator”),
5 selected pursuant to the terms of the Settlement Agreement, shall be responsible for
6 providing notice of the proposed Settlement to the Class Members in accordance
7 with the provisions of the Settlement Agreement.

8 13. Defendants shall provide the Settlement Administrator with the Class
9 Data within twenty-five (25) business days of the entry of this Order. The Class
10 Data, its contents, and any files containing Class Data shall remain strictly
11 confidential for the Settlement Administrator, not to be disclosed to Plaintiffs, Class
12 Counsel, any Class Member, or their attorneys.

13 14. The Settlement Administrator shall mail the Notice Packet to the
14 identified Class Members per the Notice Program within fourteen (14) calendar days
15 of its receipt of the Class Data from Defendants. On the same date, the Claims
16 Administrator will make an informational settlement website available to the public,
17 which website will include a copy of this Order, the Notice, the Settlement
18 Agreement, and other important documents as set forth in the Notice.

19 15. Anyone who wishes to be excluded from the Class must submit a
20 written request for exclusion (as described in the Notice and Settlement Agreement)
21 by sending it to the Settlement Administrator, by First-Class U.S. mail to the address
22 provided in the Notice or by fax. Requests for exclusion must contain all
23 information described in the Settlement Agreement. The envelope containing the
24 Request for Exclusion must be postmarked, or the fax must be fax stamped, on or
25 before 60 days from date that the Settlement Administrator mails the Notice
26 Packets. The Court shall rule on the validity of exclusions at the Final Approval
27 Hearing.
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1 16. Anyone who falls within the Class definition and does not submit a
2 Request for Exclusion in complete accordance with the deadlines and other
3 specifications set forth in this Order and the Settlement Agreement shall remain a
4 Settlement Class Member and shall be bound by all proceedings, orders, and
5 judgments of this Court pertaining to the Settlement Class.

6 17. Any Class Member who wishes to object to the proposed Settlement
7 must serve a Notice of Objection on the Settlement Administrator in compliance
8 with the deadlines and other specifications set forth in this Order and the Settlement
9 Agreement. The envelope containing the Notice of Objection must be postmarked,
10 or the fax must be fax stamped, on or before 60 days from date that the Settlement
11 Administrator mails the Notice Packets. The Court shall rule on objections at the
12 Final Approval Hearing.

13 18. Any Class Member who does not submit a timely Objection to the
14 Settlement in complete accordance with this Order and the applicable provisions of
15 the Settlement Agreement shall not be permitted to object to the Settlement.

16 19. No less than fifteen (15) days after the Response Deadline, the Claims
17 Administrator will provide to the Parties a declaration attesting that Class Notice
18 was disseminated in a manner consistent with the terms of the Settlement
19 Agreement and setting forth: (a) the number of Notice Packets mailed and re-mailed
20 to Class Members; (b) the number of undeliverable Notice Packets; (c) the number
21 of timely Requests for Exclusion; (d) the number of timely objections received; (e)
22 the amount of the average Individual Settlement Payment, as well as the highest and
23 lowest Individual Settlement Payment; (f) the Settlement Administration Costs; and
24 (g) any other information as the Parties mutually agree or the Court orders the
25 Settlement Administrator to provide.

26 20. The Claims Administrator shall also have the obligations otherwise
27 enumerated in the Settlement Agreement.
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1 21. At least twenty-eight (28) days prior to the date set for the Final
2 Approval Hearing, Plaintiffs shall file a motion for judgment and final approval of
3 the Settlement and a motion for payment of attorneys’ fees, reimbursement of
4 litigation costs and expenses, and class representative enhancements. The briefing
5 shall include the Parties’ responses to any Objections. Such briefing shall be served
6 on any other attorneys who have entered an appearance in this proceeding, and on
7 any member of the Settlement Class to whose Objection to the Settlement the
8 briefing responds.

9 22. The Court finds that Defendants have provided notice to the
10 appropriate state and federal officials pursuant to the Class Action Fairness Act (28
11 U.S.C. § 1715).

12 23. On AUGUST 2, 2021, at 8:30 a.m., the Court will hold the Final
13 Approval Hearing, which shall be held either via telephone or videoconference
14 pursuant to the Order of the Chief Judge 21-002 and the United States District Court
15 for the Central District of California’s Continuity of Operations Plan (“COOP”), if
16 still in effect, or in the United States District Court for the Central District of
17 California, 411 West Fourth Street, Courtroom 9 D, Santa Ana, CA, 92701-4516.
18 The Final Approval Hearing may be continued or rescheduled by the Court with
19 notice to Class Counsel and counsel for Defendants and to any objecting Settlement
20 Class Member. At the Final Approval Hearing, or as soon thereafter as practicable,
21 the Court will determine whether the proposed Settlement is fair, reasonable, and
22 adequate and should be approved by the Court. At the Final Approval Hearing, the
23 Court will also consider the amount of attorneys’ fees and expenses that should be
24 awarded to Class Counsel and the amount to be awarded to Plaintiffs as Class
25 Representative Enhancements.

26 24. Pending further orders by this Court, all proceedings in this case shall
27 be stayed, except for proceedings pursuant to this Order. A stay is warranted
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1 because it will conserve the parties’ and various courts’ resources, minimize
2 interference with this Court’s ability to rule on the proposed Settlement, and
3 preserve the Settlement for a short period of time while Class Members receive
4 notice and evaluate their options. A standstill of litigation will be efficient,
5 promotes the public policy favoring settlement, and aids resolution of claims on a
6 statewide basis, which is in the public interest.

7 25. All members of the Class under the jurisdiction of this Court are
8 enjoined from commencing and thereafter prosecuting any action, suit, proceeding,
9 claim, or cause of action, in any jurisdiction or court against Defendants or the
10 Released Parties relating to or arising out of the subject matter of this Action until a
11 further Order of this Court following the Final Approval Hearing.

12 26. The Court expressly reserves its right to change the date of the Final
13 Approval Hearing or any further adjournment thereof, and to approve the Settlement
14 Agreement, including any modifications thereto which are acceptable to the Parties,
15 without further notice to Class Members. Any new date shall be posted on the
16 settlement website. The Parties shall be permitted to make any non-substantive
17 corrections or changes to the Notice to the Class and other Settlement documents
18 without seeking further approval of the Court.

19 27. Class Counsel and Counsel for Defendants are authorized to establish
20 other means necessary to effectuate the terms of the Settlement Agreement.

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IT IS SO ORDERED.

Dated: April 1, 2021



THE HONORABLE DAVID O. CARTER
UNITED STATES DISTRICT COURT
JUDGE