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9 WALGREEN CO.; WALGREEN PHARMACY SERVICES MIDWEST, LLC;
and WALGREENS BOOTS ALLIANCE, INC. (erroneously sued as Walgreens
10 Boots Alliance)

11 [Counsel for Plaintiffs Listed on Next Page]

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

14
15 MARCIE LE and KAREN DAO,
16 individually and on behalf of all others
similarly situated,

17
18 Plaintiffs,

19 vs.

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

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

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

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

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14 Attorneys for Plaintiffs

15 MARCIE LE and KAREN DAO and the Proposed Class

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1 This Stipulation of Class Action Settlement and Release of Claims is entered
2 into by and between Plaintiffs Marcie Le and Karen Dao, individually and on behalf
3 of the Settlement Class, and Defendants Walgreen Co., Walgreen Pharmacy
4 Services Midwest, LLC, and Walgreens Boots Alliance, Inc.

5 **I. DEFINITIONS**

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

8 B. “Action” means the lawsuit, entitled *Le et al. v. Walgreen Co. et al.*,
9 filed on July 27, 2018 in the Superior Court of the State of California, County of
10 Orange (Case No. 30-2018-01008756-CU-OE-CXC), and subsequently removed to
11 the United States District Court for the Central District of California (Case No. 8:18-
12 cv-01548 DOC (ADSx)).

13 C. “Class” or “Class Members” means all persons who are and/or were
14 employed by Defendants in California at any time during the Class Period as hourly,
15 non-exempt pharmacy interns, pharmacy intern graduates, pharmacists, staff
16 pharmacists, multi-location pharmacists (both assigned and unassigned), and/or
17 pharmacy managers.¹ Defendants represent that, as of December 14, 2020, there are
18 approximately 4,629 Class Members. The Parties acknowledge, understand, and
19 agree that this representation and commitment is essential to the Agreement and that
20 this Agreement would not have been entered into were it not for this representation
21 and commitment.

22 D. “Class Counsel” means Elliot Siegel and Julian Burns King of King &
23 Siegel LLP and Daniel Hutchinson and Lin Chan of Lief Cabraser Heimann &
24 Bernstein LLP.

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26 _____
27 ¹ During the Class Period, Defendants’ HRIS system classified the Class Members
28 in one of the following job codes: RXH; RXMHC; RXHSF; RXHCA; RXHLS;
PHI5; PHIG; PHI3; PHI6; PHI4; SPHI4; SPHI5.

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

4 F. “Class Data” means information regarding Class Members that
5 Defendants will, in good faith, compile from their records and provide to the
6 Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet
7 and shall include the following information for each Class Member: (1) employee
8 identification number; (2) full name; (3) last known address; (4) last known
9 telephone number; (5) Social Security number; and (6) start and end dates of
10 employment.

11 G. “Class Period” means the period from July 27, 2014 through the
12 Preliminary Approval Date or March 14, 2021, whichever occurs first.

13 H. “Class Representative Enhancement” means the amount that the Court
14 authorizes to be paid to Plaintiffs from the Gross Settlement Fund, in addition to
15 their Individual Settlement Payments, in recognition of their efforts and risks in
16 assisting with the prosecution of the Action and in exchange for executing the
17 General Release provided herein.

18 I. “Class Representatives” means Plaintiffs Marcie Le and Karen Dao in
19 their capacity as the representatives of the Class Members.

20 J. “Compensable Workweeks” means the total number of workweeks
21 during which Class Members worked for Defendants during the Class Period.

22 K. “Court” means the United States District Court for the Central District
23 of California.

24 L. “Defendants” means Walgreen Co., Walgreen Pharmacy Services
25 Midwest, LLC, and Walgreens Boots Alliance, Inc.

26 M. “Effective Date” means: (a) the date upon which the time for appeal of
27 the Court’s order granting final approval of the Settlement Agreement expires;
28 unless (b) an appeal is timely filed, then “Effective Date” means the date of final

1 resolution of any appeal from the order granting final approval of the Settlement
2 Agreement.

3 N. "Individual Settlement Payment" means the amount payable from the
4 Net Settlement Amount to each Class Member who has not submitted a Request for
5 Exclusion.

6 O. "Gross Settlement Fund" means the sum of the Individual Settlement
7 Payments, the Class Representative Enhancements, the Class Counsel Award,
8 PAGA Payment, and the Settlement Administration Costs of Six Million Eight
9 Hundred Thousand Dollars (\$6,800,000). The Gross Settlement Fund excludes
10 Defendants' FICA/FUTA payments and any other payroll taxes owed by Defendants
11 on the Gross Settlement Fund, which will be paid separately by Defendants.

12 P. "Net Settlement Amount" or "NSA" means the Gross Settlement Fund,
13 less Class Counsel Award, Class Representative Enhancements, PAGA Payment,
14 and Settlement Administration Costs.

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

17 R. "PAGA" means the California Labor Code Private Attorneys General
18 Act of 2004.

19 S. "PAGA Payment" means the payment made hereunder to the California
20 Labor and Workforce Development Agency pursuant to PAGA.

21 T. "Parties" means Plaintiffs and Defendants, collectively, and "Party"
22 shall mean either Plaintiffs or Defendants, individually.

23 U. "Payment Ratio" means the respective Compensable Workweeks for
24 each Class Member divided by the total Compensable Workweeks for all Class
25 Members.

26 V. "Plaintiffs" means Marcie Le and Karen Dao.

27 W. "Preliminary Approval Date" means the date on which the Court enters
28 an order granting preliminary approval of the Settlement.

1 X. “Released Claims” means any and all claims, debts, liabilities,
2 demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees,
3 damages, action or causes of action of whatever kind or nature, whether known or
4 unknown, contingent or accrued, that are alleged, related to or that reasonably could
5 have arisen out of the same facts alleged in the Action on a class or representative
6 basis, including, but not limited to: (1) failure to provide rest periods; (2) failure to
7 provide meal periods; (3) failure to provide complete and accurate wage statements;
8 (4) failure to pay earned wages when due; (5) failure to maintain accurate records;
9 (6) PAGA penalties based on any of the foregoing claims in subsection (1)-(5); and
10 (7) unlawful business practices in violation of Business and Professions Code
11 section 17200 *et seq.* based on any of the foregoing claims in subsections (1)-(5)
12 above. This Release shall include, without limitation, claims that were raised, or that
13 reasonably could have been raised, under the applicable Wage Orders and California
14 Labor Code provisions, including Labor Code §§ 201, 202, 203, 226, 226.3, 226.7,
15 512, 558, 1174(d), 1174.5, 1198 and/or 2698 *et seq.*, based on alleged violations of
16 these Labor Code provisions and applicable Wage Orders (collectively, the
17 “Released Claims”). For the avoidance of doubt, the Released Claims do *not*
18 include any of Marcie Le’s claims asserted in her individual capacity, *i.e.*, Causes of
19 Action Seven through Nine of the First Amended Complaint. The period of the
20 Released Claims shall be the Class Period. The Parties agree that the judgment, and
21 release of claims provided herein, shall have *res judicata* effect.

22 Y. “Released Parties” means Defendants and all of their past, present
23 and/or future parent companies, subsidiaries, affiliates, divisions, predecessors,
24 successors, assigns, joint ventures, and all of their shareholders, officers, directors,
25 employees, agents, servants, registered representatives, attorneys, insurers,
26 successors and assigns.

27 Z. “Request for Exclusion” means a written statement, requesting
28 exclusion from the Class that contains the Class Member’s name, address, and

1 telephone number to be mailed by Class Members who wish to opt out of the Class.
2 To be effective, the Request for Exclusion must be post-marked by the Response
3 Deadline and received by the Settlement Administrator.

4 AA. "Response Deadline" means the date sixty (60) days after the
5 Settlement Administrator mails Notice Packets to Class Members and the last date
6 on which Class Members may submit Requests for Exclusion or Objections to the
7 Settlement.

8 BB. "Settlement" means the disposition of the Action pursuant to this
9 Agreement.

10 CC. "Settlement Administrator" means CPT Group, Inc.

11 DD. "Settlement Class Members" or "Settlement Class" means all Class
12 Members who do not submit a timely and valid Request for Exclusion, as provided
13 in this Agreement, and have not previously released the Released Claims under a
14 separate agreement.

15 **II. RECITALS**

16 A. On July 27, 2018, Plaintiff Marcie Le filed a Class Action Complaint,
17 asserting five causes of action for: (1) failure to provide rest and meal periods or
18 premium pay in lieu thereof (Cal. Lab. Code §§ 226.7, 512, 558, and 1198); (2)
19 failure to provide complete and accurate wage statements (Cal. Lab. Code §§ 226,
20 226.3); (3) failure to pay earned wages when due (Cal. Lab. Code §§ 201-203); (4)
21 failure to maintain accurate records (Cal. Lab. Code §§ 226(a), 1174(d), and
22 1174.5); and (5) unfair business practices (Cal. Bus. & Prof. Code §§ 17200 *et seq.*).
23 On April 9, 2019, Plaintiffs filed a First Amended Complaint, which added a cause
24 of action for civil penalties under PAGA (Cal. Lab. Code §§ 558, 2698 *et seq.*) and
25 added Plaintiff Karen Dao as a named plaintiff. Plaintiffs alleged their class claims
26 individually and on behalf of all current and former hourly, non-exempt pharmacy
27 interns, pharmacy intern graduates, pharmacists, staff pharmacists, multi-location
28 pharmacists (both assigned and unassigned), and/or pharmacy managers who

1 worked for Defendants in California at any time from July 27, 2014 through the
2 present. Plaintiff Le alleged her PAGA claim individually and on behalf of all other
3 “aggrieved employees” who were employed by Defendants as hourly, non-exempt
4 pharmacy interns, pharmacy intern graduates, pharmacists, staff pharmacists, multi-
5 location pharmacists (both assigned and unassigned), and/or pharmacy managers
6 from July 27, 2017 through the present.

7 B. During the course of litigation, the Parties conducted extensive written
8 discovery, produced and reviewed voluminous documents, and conducted numerous
9 depositions. On November 19, 2019, the Parties attended private mediation with an
10 experienced mediator, Lynn Frank. The parties were unable to reach a settlement
11 and thereafter continued to litigate the Action.

12 C. On February 18, 2020, Plaintiffs filed a motion for class certification
13 under Federal Rules of Civil Procedure Rule 23 (“Motion”). Defendants opposed
14 the Motion on March 12, 2020, and Plaintiffs filed a Reply brief on April 9, 2020.
15 On April 27, 2020, the Court issued its Order, denying Plaintiffs’ Motion (“Order”).
16 Plaintiffs thereafter filed a motion for reconsideration of the Court’s April 27, 2020
17 Order, which the Court denied on June 22, 2020. Plaintiffs filed a notice of appeal
18 of the Court’s April 27, 2020 Order and memorandum of points and authorities in
19 support of that appeal.

20 D. On August 17, 2020, the Parties attended a second mediation session
21 with Ms. Frank. Although the parties did not resolve the matter at the August 27,
22 2020 mediation, the parties continued their settlement efforts with the assistance of
23 the mediator and, on December 14, 2020, reached a settlement, as provided herein,
24 to settle Plaintiffs’ claims on a class and representative action basis.

25 E. Defendants deny any liability or wrongdoing of any kind associated
26 with the claims alleged in the Action, dispute the damages and penalties claimed by
27 Plaintiffs, and further contend that, for any purpose other than settlement, Plaintiffs’
28 claims are not appropriate for class or representative action treatment. Defendants

1 contend, among other things, that, at all times, they have complied with the
2 California Labor Code and the Industrial Welfare Commission Wage Orders.

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

17 **III. TERMS OF AGREEMENT**

18 A. Settlement Consideration. Defendants shall create the Gross Settlement
19 Fund. The following will be paid out of the Gross Settlement Fund: the sum of the
20 Individual Settlement Payments, the Class Representative Enhancements, the Class
21 Counsel Award, PAGA Payment, and the Settlement Administration Costs, as
22 specified in this Agreement. Except for Defendants' FICA/FUTA payments and
23 any other payroll taxes owing by Defendants on the Gross Settlement Fund, which
24 will be paid separately by Defendants, in no event shall Defendants be required to
25 pay more than the Gross Settlement Fund.

26 B. Escalator Clause. The Gross Settlement Fund was negotiated based on
27 the understanding that there were approximately 4,629 Class Members. If the actual
28 number of Class Members exceeds ten (10) percent of the 4,629 estimate (*i.e.* 5,092

1 Class Members), then the Gross Settlement Fund shall be increased in proportion to
2 the number of additional Class Members that exceed 5,092.

3 C. Release By All Settlement Class Members. As of the Effective Date, in
4 exchange for the consideration set forth in this Agreement, Plaintiffs and the
5 Settlement Class Members release the Released Parties from the Released Claims
6 for the Class Period, and the Settlement Class Members shall be deemed to have,
7 and by operation of the final judgment approved by the Court, shall have, fully,
8 finally, and forever settled and released all of the Released Claims as defined in this
9 Agreement.

10 D. General Release By Plaintiffs Karen Dao and Marcie Le. As of the
11 Effective Date, in exchange for the consideration set forth in this Agreement,
12 Plaintiffs, for themselves and their heirs, successors and assigns, do hereby waive,
13 release, acquit and forever discharge the Released Parties, from any and all claims,
14 actions, charges, complaints, grievances and causes of action, of whatever nature,
15 whether known or unknown, which exist or may exist on behalf of Plaintiffs as of
16 the date of this Agreement, including, but not limited to, any and all tort claims,
17 contract claims, wage claims, wrongful termination claims, disability claims, benefit
18 claims, public policy claims, retaliation claims, statutory claims, personal injury
19 claims, emotional distress claims, invasion of privacy claims, defamation claims,
20 fraud claims, *quantum meruit* claims, and any and all claims arising under any
21 federal, state or other governmental statute, law, regulation or ordinance, including,
22 but not limited to, claims for violation of the FLSA, the California Labor Code, the
23 Wage Orders of California's Industrial Welfare Commission, other state wage and
24 hour laws, the Americans with Disabilities Act, the Age Discrimination in
25 Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII
26 of the Civil Rights Act of 1964, the California Fair Employment and Housing Act,
27 the California Family Rights Act, the Family Medical Leave Act, California's
28 Whistleblower Protection Act, California Business & Professions Code Section

1 17200 *et seq.*, and any and all claims arising under any federal, state or other
2 governmental statute, law, regulation or ordinance. Plaintiffs hereby expressly
3 waive and relinquish any and all claims, rights or benefits that they may have under
4 California Civil Code § 1542, which provides as follows:

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

10 Plaintiffs may hereafter discover claims or facts in addition to, or different from,
11 those which they now know or believe to exist, but Plaintiffs expressly agrees to
12 fully, finally and forever settle and release any and all claims against the Released
13 Parties, known or unknown, suspected or unsuspected, which exist or may exist on
14 behalf of or against the other at the time of execution of this Agreement, including,
15 but not limited to, any and all claims relating to or arising from Plaintiffs'
16 employment with Defendants. As to Plaintiff Marcie Le only, the foregoing General
17 Release of claims shall not extend to her pending claims against Defendants for
18 defamation, intentional infliction of emotional distress, or negligent infliction of
19 emotional distress. The Parties further acknowledge, understand and agree that this
20 representation and commitment is essential to the Agreement and that this
21 Agreement would not have been entered into were it not for this representation and
22 commitment.

23 E. Conditions Precedent: This Settlement will become final and effective
24 only upon the occurrence of all of the following events:

- 25 1. The Court enters an order granting preliminary approval of the
26 Settlement;
- 27 2. The Court enters an order granting final approval of the
28 Settlement and a Final Judgment in the Action;

1 3. The time for appeal of the Final Judgment and Order Granting
2 Final Approval of Class Action Settlement expires; or, if an appeal is timely filed,
3 there is a final resolution of any appeal from the Judgment and Order Granting Final
4 Approval of Class Action Settlement; and

5 4. Neither party invokes its right to revoke the Settlement as
6 provided herein.

7 F. Certification of the Settlement Class. The Parties stipulate to
8 conditional class certification of the Class for the Class Period for purposes of
9 settlement only. In the event that this stipulation is not approved by the Court, fails
10 to become effective, or is reversed, withdrawn or modified by the Court, or in any
11 way prevents or prohibits Defendants from obtaining a complete resolution of the
12 claims as described herein, the conditional class certification (obtained for any
13 purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible
14 in any judicial, administrative or arbitral proceeding for any purpose or with respect
15 to any issue, substantive or procedural.

16 G. Nullification of Settlement Agreement. In the event that this
17 Settlement Agreement is not preliminarily or finally approved by the Court, fails to
18 become effective, or is reversed, withdrawn or modified by the Court, or in any way
19 prevents or prohibits Defendants from obtaining a complete resolution of the claims
20 as described herein:

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

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

28

1 3. The Court’s April 27, 2020 Order denying Plaintiffs’ Motion
2 shall remain in full force and effect; and

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

6 H. Tax Liability. The Parties make no representations as to the tax
7 treatment or legal effect of the payments called for hereunder, and Settlement Class
8 Members are not relying on any statement or representation by the Parties in this
9 regard. Settlement Class Members understand and agree that they will be
10 responsible for the payment of any employee taxes and penalties assessed on the
11 Individual Settlement Payments described herein and will hold the Parties free and
12 harmless from and against any claims, liabilities, costs and expenses, including
13 attorney’s fees, resulting in any way from personal tax treatment of the payments
14 made pursuant to this Agreement.

15 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes
16 of this section, the “acknowledging party” and each Party to this Agreement other
17 than the acknowledging party, an “other party”) acknowledges and agrees that: (1)
18 no provision of this Agreement, and no written communication or disclosure
19 between or among the Parties or their attorneys and other advisers, is or was
20 intended to be, nor shall any such communication or disclosure constitute or be
21 construed or be relied upon as, tax advice within the meaning of United States
22 Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
23 acknowledging party (a) has relied exclusively upon his, her or its own, independent
24 legal and tax counsel for advice (including tax advice) in connection with this
25 Agreement, (b) has not entered into this Agreement based upon the recommendation
26 of any other Party or any attorney or advisor to any other Party, and (c) is not
27 entitled to rely upon any communication or disclosure by any attorney or adviser to
28 any other party to avoid any tax penalty that may be imposed on the acknowledging

1 party; and (3) no attorney or adviser to any other Party has imposed any limitation
2 that protects the confidentiality of any such attorney's or adviser's tax strategies
3 (regardless of whether such limitation is legally binding) upon disclosure by the
4 acknowledging party of the tax treatment or tax structure of any transaction,
5 including any transaction contemplated by this Agreement.

6 J. Preliminary Approval Motion. At the earliest practicable time,
7 Plaintiffs shall file with the Court a Motion for Order Granting Preliminary
8 Approval and supporting papers, which shall include this Settlement Agreement. At
9 least five (5) days prior to filing, Defendants shall have an opportunity to review and
10 comment on the draft preliminary approval motion and supporting papers. Any
11 dispute regarding the draft motion, forms of notices, and other documents necessary
12 to implement the Settlement contained in the Stipulation, if not timely resolved
13 among the Parties, shall be referred to the Court as part of the Motion for Order
14 Granting Preliminary Approval. The Parties shall seek a prompt hearing date to
15 obtain preliminary approval of the Settlement.

16 K. Notice Obligations under 28 U.S.C. Section 1715. Within ten (10)
17 days after the filing of the Motion for Order Granting Preliminary Approval,
18 Defendants shall provide notice of the Settlement, consistent with the requirements
19 of 28 U.S.C. Section 1715, to the Attorney General of the United States and the
20 appropriate State official of each State in which a Class Member resides. If any of
21 the notified federal or state officials takes any action adversely affecting the validity
22 or enforceability of the Settlement, or seeking to impose additional liability on
23 Defendants for the matters resolved by the Released Claims, Defendants may, at
24 their option, suspend the implementation of the Settlement pending the outcome of
25 the action initiated by the notified federal or state official or may elect to void the
26 Settlement by written notice to Class Counsel.

27 L. Settlement Administrator. The Settlement Administrator shall be
28 responsible for: (a) processing and mailing payments to the Class Representatives,

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

9 M. Settlement Administration.

10 1. Class Data. No later than twenty-five (25) business days after
11 the Preliminary Approval Date, Defendants shall provide the Settlement
12 Administrator with the Class Data for purposes of preparing and mailing Notice
13 Packets to Class Members. The Class Data shall be confidential. The Settlement
14 Administrator shall not provide the Class Data to Class Counsel or Plaintiff or any
15 third party, or use the Class Data or any information contained therein for any
16 purpose other than to administer this Settlement.

17 2. Notice Packets.

18 a) The Notice Packet shall contain the Notice of Class Action
19 Settlement in a form substantially similar to the form attached
20 hereto as Exhibit 1. The Notice of Class Action Settlement
21 shall set forth the material terms of the Settlement, including
22 the release to be given by all members of the Class who do not
23 request to be excluded from the Class. The Notice Packet also
24 shall be individualized by including the Class Member's
25 starting and ending dates of employment during the Class
26 Period, the number of Compensable Workweeks, and the
27 estimated amount of their Individual Settlement Payment.
28

1 b) The Notice Packet’s mailing envelope shall include the
2 following language: “IMPORTANT LEGAL DOCUMENT-
3 YOU ARE ENTITLED TO MONEY FROM A CLASS
4 ACTION SETTLEMENT; YOUR PROMPT REPLY IS
5 REQUIRED AS EXPLAINED IN THE ENCLOSED
6 NOTICE.”

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

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

1 5. Disputes Regarding Individual Settlement Payments. Class
2 Members will have the opportunity, should they disagree with Defendants' records
3 regarding the Compensable Workweeks worked by Class Members stated on the
4 Notice of Class Action Settlement, to provide documentation and/or an explanation
5 to show contrary Compensable Workweeks. If there is a dispute, the Settlement
6 Administrator will consult with the Parties to determine whether an adjustment is
7 warranted. The Settlement Administrator shall determine the eligibility for, and the
8 amounts of, any Individual Settlement Payments under the terms of this Agreement.
9 The Settlement Administrator's determination of the eligibility for and amount of
10 any Individual Settlement Payment shall be binding upon the Class Member and the
11 Parties.

12 6. Disputes Regarding Administration of Settlement. Any disputes
13 not resolved by the Settlement Administrator concerning the administration of the
14 Settlement will be resolved by the Court under the laws of the State of California.
15 Prior to any such involvement of the Court, counsel for the Parties will confer in
16 good faith to resolve the disputes without the necessity of involving the Court.

17 7. Request for Exclusion. The Notice of Class Action Settlement
18 contained in the Notice Packet shall state that Class Members who wish to exclude
19 themselves from the Settlement must submit to the Settlement Administrator a
20 written statement requesting exclusion from the Settlement. The written statement
21 must contain the Class Member's name, address, and telephone number. The
22 Request for Exclusion will not be valid if it is not timely submitted by the Response
23 Deadline and received by the Settlement Administrator. The date of the postmark
24 on the return mailing envelope or fax stamp on the Request for Exclusion shall be
25 the exclusive means used to determine whether the Request for Exclusion was
26 timely submitted. Any Class Member who requests to be excluded from the Class
27 will not be entitled to any recovery under the Settlement and will not be bound by
28 the terms of the Settlement or have any right to object, appeal or comment thereon.

1 Class Members who fail to submit a valid and timely written Request for Exclusion
2 on or before the Response Deadline shall be bound by all terms of the Settlement
3 and any final judgment entered in this Action if the Settlement is approved by the
4 Court. No later than seven (7) calendar days after the Response Deadline, the
5 Settlement Administrator shall provide counsel for the Parties with a final list of the
6 Class Members who have timely submitted Requests for Exclusion. At no time
7 shall any of the Parties or their counsel seek to solicit or otherwise encourage
8 members of the Class to submit Requests for Exclusion from the Settlement.

9 8. Objections. The Notice of Class Action Settlement contained in
10 the Notice Packet shall state that Class Members who wish to object to the
11 Settlement must serve on the Settlement Administrator a written statement of
12 objection (“Notice of Objection”) by the Response Deadline. The date of the
13 postmark on the return mailing envelope or fax stamp on the Notice of Objection
14 shall be the exclusive means used to determine whether the Notice of Objection was
15 timely submitted. The Notice of Objection should be signed by the Class Member
16 and state: (1) the full name of the Class Member; (2) the dates of employment of the
17 Class Member; (3) the last four digits of the Class Member’s Social Security
18 number and/or the Employee ID number; (4) the basis for the objection; and (5)
19 whether the Class Member intends to appear at the Final Approval/Settlement
20 Fairness Hearing. Class Members who fail to make objections by the Response
21 Deadline above shall be deemed to have waived any objections and shall be
22 foreclosed from making any objections (whether by appeal or otherwise) to the
23 Settlement. Class Members who submit a timely Notice of Objection will have a
24 right to appear at the Final Approval/Settlement Fairness Hearing in order to have
25 their objections heard by the Court. Unless the Court otherwise permits such
26 appearance, no Class Member may appear at the Final Approval/Settlement Fairness
27 Hearing unless he or she has served a timely objection. At no time shall any of the
28 Parties or their counsel seek to solicit or otherwise encourage Class Members to file

1 or serve written objections to the Settlement or appeal from the Order and Final
2 Judgment. Class Members who submit a Request for Exclusion are not entitled to
3 object to the Settlement.

4 N. Funding and Allocation of the Gross Settlement Fund. No later than
5 ten (10) business days after the Effective Date, Defendants shall provide the Gross
6 Settlement Fund to the Settlement Administrator to fund the Settlement, as set forth
7 in this Agreement.

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

11 a) Calculation of Individual Settlement Payments. Using the
12 Class Data, the Settlement Administrator will calculate the
13 total Compensable Workweeks for all Settlement Class
14 Members by adding the number of Compensable Workweeks
15 worked by each Settlement Class Member during the Class
16 Period. All Compensable Workweeks shall be subject to
17 adjustment as follows: (i) Compensable Workweeks prior to
18 June 1, 2018 shall be subject to a 2.0 multiplier to account for
19 policies in place during that time period and (ii) Compensable
20 Workweeks after June 1, 2018 shall be subject to a 1.0
21 multiplier to account for policies in place during that time
22 period. The respective Compensable Workweeks for each
23 Settlement Class Member will be divided by the total
24 Compensable Workweeks for all Settlement Class Members,
25 resulting in the Payment Ratio for each Settlement Class
26 Member. Each Settlement Class Member's Payment Ratio
27 will then be multiplied by the Net Settlement Amount to
28

1 calculate each Settlement Class Member's estimated
2 Individual Settlement Payments.

3 b) Allocation. For tax purposes, Individual Settlement
4 Payments shall be allocated and treated as follows: one-third
5 (33.4%) shall be allocated to wages, subject to applicable
6 withholdings, to be reported on a W-2 form; one-third (33.3%)
7 to penalties, not subject to withholdings and reported on a
8 1099 form to be issued by the Settlement Administrator; and
9 one-third (33.3%) to interest, not subject to withholdings and
10 reported on a 1099 form to be issued by the Settlement
11 Administrator.

12 c) Mailing. Individual Settlement Payments shall be mailed
13 by regular First Class U.S. Mail to Settlement Class Members'
14 last known mailing address no later than fourteen (14)
15 calendar days after the Effective Date.

16 d) Expiration. Any checks issued to Settlement Class
17 Members shall remain valid and negotiable for one hundred
18 and eighty (180) days from the date of their issuance. If a
19 Settlement Class Member does not cash his or her settlement
20 check within 180 days, the uncashed funds, subject to Court
21 approval, shall be transmitted to the California State
22 Controller's Office's Unclaimed Property Division in the
23 name of the Settlement Class Member.

24 2. Class Representative Enhancement. Defendants agree not to
25 oppose or object to any application or motion by Plaintiffs for a Class
26 Representative Enhancement of up to Ten Thousand Dollars (\$10,000). The Class
27 Representative Enhancement is in exchange for the Released Claims, a General
28 Release, as provided herein, and for Plaintiffs' time, effort and risk in bringing and

1 prosecuting the Action. The Settlement Administrator shall pay the Class
2 Representative Enhancement to Plaintiffs from the Maximum Settlement Fund no
3 later than fourteen (14) calendar days after the Effective Date. Any portion of the
4 requested Class Representative Enhancement that is not awarded to Plaintiffs shall
5 be part of the Net Settlement Amount and shall be distributed to Settlement Class
6 Members as provided in this Agreement. The Settlement Administrator shall issue
7 an IRS Form 1099 — MISC to Plaintiffs for their Class Representative
8 Enhancement. Plaintiffs shall be solely and legally responsible to pay any and all
9 applicable taxes on their respective Class Representative Enhancements and shall
10 hold harmless Defendants from any claim or liability for taxes, penalties, or interest
11 arising as a result of the Class Representative Enhancement. The Class
12 Representative Enhancement shall be in addition to Plaintiffs' Individual Settlement
13 Payments as Settlement Class Members. In the event that the Court reduces or does
14 not approve the requested Class Representative Enhancements, Plaintiffs shall not
15 have the right to revoke the Settlement, and it will remain binding.

16 3. Class Counsel Award. Defendants agree not to oppose or object
17 to any application or motion by Class Counsel for attorneys' fees not to exceed one-
18 third (33.33%) of the Gross Settlement Fund (\$2,266,666.67). Additionally,
19 Defendants shall not oppose an application by Class Counsel for an amount not to
20 exceed \$300,000.00 from the Gross Settlement Fund for all past and future litigation
21 costs and expenses necessary to prosecute, settle and administer the Action as
22 supported by a declaration from Class Counsel. The Parties agree that any and all
23 claims for reasonable attorneys' fees and costs have been settled by this Agreement
24 and that neither Plaintiffs, Settlement Class Members, nor Class Counsel shall seek
25 payment of attorneys' fees or reimbursement of costs/expenses from Defendants
26 except as set forth in this Agreement. Any portion of the requested Class Counsel
27 Award that is not awarded to Class Counsel shall be part of the Net Settlement
28 Amount and shall be distributed to Settlement Class Members as provided in this

1 Agreement. The Settlement Administrator shall pay the Class Counsel Award to
2 Class Counsel from the Gross Settlement Fund no later than fourteen (14) calendar
3 days after the Effective Date. Class Counsel shall be solely and legally responsible
4 to pay all applicable taxes on the payment made pursuant to this paragraph. The
5 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel
6 for the payments made pursuant to this paragraph. In the event that the Court
7 reduces or does not approve the requested Class Counsel Award, Plaintiffs and
8 Class Counsel shall not have the right to revoke the Settlement, and it will remain
9 binding.

10 4. PAGA Payment. Five Hundred Thousand Dollars (\$500,000)
11 shall be allocated from the Gross Settlement Fund for settlement of claims for civil
12 penalties under the PAGA. The Settlement Administrator shall pay seventy-five
13 percent (75%) of the PAGA Payment, or \$375,000, to the California Labor and
14 Workforce Development Agency (“LWDA”) no later than fourteen (14) calendar
15 days after the Effective Date. Twenty-five (25%), or \$125,000, will be part of the
16 Net Settlement Amount and distributed to Settlement Class Members as described in
17 this Agreement.

18 5. Settlement Administration Costs. The Settlement Administrator
19 shall be paid for the costs of administration of the Settlement from the Gross
20 Settlement Fund. The estimate of the Settlement Administration Costs is not to
21 exceed Thirty Thousand Dollars (\$30,000). The Settlement Administrator shall be
22 paid the Settlement Administration Costs no later than thirty (30) calendar days after
23 Defendants provide funds to the Settlement Administrator for disbursement under
24 this Agreement.

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

27 Gross Settlement Fund	\$	6,800,000.00
28 Class Representative Enhancements:	\$	20,000.00

1	Class Counsel’s Fees:	\$	2,266,666.67
2	Class Counsel’s Costs:	\$	300,000.00
3	PAGA Payment:	\$	500,000.00
4	(\$375,000 to the LWDA and \$125,000 to remain in the Net Settlement)		
5	<u>Settlement Administration Costs:</u>	\$	<u>30,000.00</u>
6	Net Settlement Amount	\$	3,808,333.33

7

8 O. Final Approval Motion. At the earliest practicable time following the

9 expiration of the Response Deadline, Plaintiffs shall file with the Court a Motion for

10 Order Granting Final Approval and Entering Judgment, which motion shall request

11 final approval of the Settlement and the amounts payable for the Class

12 Representative Enhancement, the Class Counsel Award, the PAGA Payment, and

13 the Settlement Administration Costs. At least five (5) days prior to filing,

14 Defendants shall have the opportunity to review and comment on the draft final

15 approval motion and supporting papers.

16 1. Declaration by Settlement Administrator. The Settlement

17 Administrator shall submit a declaration in support of Plaintiffs’ motion for final

18 approval of this Settlement detailing (a) the number of Notice Packets mailed and

19 re-mailed to Class Members, (b) the number of undeliverable Notice Packets, (c) the

20 number of timely Requests for Exclusion, (d) the number of timely objections

21 received, (e) the amount of the average Individual Settlement Payment, as well as

22 the highest and lowest Individual Settlement Payment, (f) the Settlement

23 Administration Costs, and (g) any other information as the Parties mutually agree or

24 the Court orders the Settlement Administrator to provide.

25 2. Final Approval Order and Judgment. The Parties shall present a

26 Judgment and Order Granting Final Approval of Class Action Settlement to the

27 Court for its approval, in the form substantially similar to Exhibit 2. The Final

28 Judgment shall, among other things:

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

4 (b) Approve this Stipulation and the proposed Settlement as fair,
5 reasonable and adequate, consistent and in compliance with all applicable
6 requirements of the Federal Rules of Civil Procedure, the Local Rules for the
7 Central District of California, the California and United States Constitutions
8 (including the due process clauses), and any other applicable law, and in the best
9 interests of each of the Parties and the Class Members; direct the Parties and their
10 counsel to implement this Stipulation according to its terms and provisions; and
11 declare this Stipulation to be binding on Plaintiffs and all other Settlement Class
12 Members, as well as their heirs, executors and administrators, successors and
13 assigns;

14 (c) Certify the Class, for settlement purposes only, and find that an
15 ascertainable class exists and a well-defined community of interest exists in the
16 questions of law and fact involved because in the context of the Settlement: (i) there
17 are questions of law and fact common to the Class Members which, as to the
18 Settlement and all related matters, predominate over any individual questions; (ii)
19 the Claims of Plaintiffs are typical of the Claims of the Class Members; and (iii) in
20 negotiating, entering into and implementing the Settlement, Plaintiffs and Plaintiffs'
21 Attorneys have fairly and adequately represented and protected the interests of the
22 Class Members;

23 (d) Find that the Notice and notice methodology implemented pursuant to
24 this Stipulation: (i) constituted the best practicable notice; (ii) constituted notice that
25 was reasonably calculated, under the circumstances, to apprise Class Members of
26 the pendency of the Action, their right to object to or exclude themselves from the
27 proposed Settlement and their right to appear at the Final Settlement Hearing; (iii)
28 were reasonable and constituted due, adequate and sufficient notice to all persons

1 entitled to receive notice; and (iv) met all applicable requirements of the Federal
2 Rules of Civil Procedure, the California and United States Constitutions (including
3 the Due Process Clause), the Local Rules for the United States District Court for the
4 Central District of California, and any other applicable law;

5 (e) Find that Plaintiffs and Class Counsel adequately represented the Class
6 for purposes of entering into and implementing the settlement;

7 (f) Incorporate the Released Claims set forth in this Agreement, make the
8 Released Claims effective as of the date of the Preliminary Approval Date or March
9 14, 2021, whichever occurs first, and forever discharge the Released Parties from
10 any claims or liabilities arising from or related to the Actions;

11 (g) Permanently bar and enjoin Plaintiffs and all Settlement Class
12 Members, and any person acting on their behalf, from (i) filing, commencing,
13 prosecuting, intervening in, participating in (as class members or otherwise), or
14 receiving any benefits or other relief from, any other lawsuit, in any state or federal
15 court, arbitration, or administrative, regulatory or other proceeding or order in any
16 jurisdiction based on the Released Claims; and (ii) organizing into a separate class
17 for purposes of pursuing as a purported class action (including by seeking to amend
18 a pending complaint to include class allegations, or by seeking class certification in
19 a pending action) any lawsuit based on or relating to the Released Claims;

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

24 (i) Without affecting the finality of the Final Judgment, the Court shall
25 retain continuing jurisdiction over the Actions, the Parties, and the Class, as well as
26 the administration and enforcement of the Settlement. Any disputes or controversies
27 arising with respect to the interpretation, consummation, enforcement, or
28 implementation of the Settlement shall be presented by motion to the Court;

1 provided however, that nothing in this Part shall restrict the ability of the Parties to
2 exercise their rights under Section P.2.a through P.2.h, above.

3 P. Dismissal of Pending Appeal Before Ninth Circuit Court of Appeal.

4 Within ten (10) calendar days following the entry of the Court's Order granting
5 Final Approval of the Settlement, Class Counsel shall voluntarily dismiss with
6 prejudice the appeal of the Court's April 27, 2020 Order denying class certification
7 in the Action, pending before the Ninth Circuit Court of Appeal (Case No. 20-
8 55743), and withdraw the notice of appeal filed in the district court.

9 Q. Option to Terminate Settlement.

10 1. Defendants' Right to Terminate. If, after the Response Deadline, the
11 total number of Class Members who submitted timely and valid Requests for
12 Exclusion from the Settlement exceeds ten percent (10.0%) of all Class Members,
13 Defendants shall have, in their sole discretion, the option to terminate this
14 Settlement. If Defendants exercise the option to terminate this Settlement,
15 Defendants shall: (a) provide written notice to Class Counsel within seven (7)
16 calendar days after the Response Deadline and (b) pay all Settlement Administration
17 Costs incurred up to the date or as a result of the termination; and the Parties shall
18 proceed in all respects as if this Agreement had not been executed.

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

22 R. Motions for Preliminary and Final Approval. Class Counsel will
23 provide an opportunity for Counsel for Defendants to review the Motions for
24 Preliminary and Final Approval at least five (5) days prior to filing with the Court.
25 The Parties and their counsel will cooperate with each other and use their best
26 efforts to effect the Court's approval of the Motions for Preliminary and Final
27 Approval of the Settlement.

28

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

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

20
21 To Plaintiff and the Class:

22 **KING & SIEGEL LLP**
23 Julian Burns King, Esq.
24 Elliot J. Siegel, Esq.
25 724 S. Spring Street, Ste. 201
26 Los Angeles, California 90014
27 Telephone: (213) 465-4802
28 Facsimile: (213) 465-4803

LIEFF CABRASER HEIMANN & BERNSTEIN LLP
 Daniel Hutchinson, Esq.
 Lin Y. Chan, Esq.
 275 Battery Street, 29th Floor

1 San Francisco, California 94111
2 Telephone: (415) 956-1000
3 Facsimile: (415) 956-1008

4 To Defendants:

5 **BRYAN CAVE LEIGHTON PAISNER LLP**

6 Allison C. Eckstrom, Esq.
7 Christopher J. Archibald, Esq.
8 Karina Lo, Esq.
9 1920 Main Street, Suite 1000
10 Irvine, California 92614-7276
11 Telephone: (949) 223-7000
12 Facsimile: (949) 223-7100

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

15 V. Interim Stay of Proceedings. The Parties agree to stay all proceedings
16 in the Action, including the pending appeal before the Ninth Circuit Court of Appeal
17 (Case No. 20-55743), except such proceedings necessary to implement and
18 complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to
19 be conducted by the Court.

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

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

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

Z. Authorization to Enter Into Settlement Agreement. Counsel for all
Parties warrant and represent they are expressly authorized by the Parties whom

1 they represent to negotiate this Agreement and to take all appropriate actions
2 required or permitted to be taken by such Parties pursuant to this Agreement to
3 effectuate its terms, and to execute any other documents required to effectuate the
4 terms of this Agreement. The persons signing this Agreement on behalf of
5 Defendants represent and warrant that they are authorized to sign this Agreement on
6 behalf of Defendants. Plaintiffs represent and warrant that they are authorized to
7 sign this Agreement and that they have not assigned any claim, or part of a claim,
8 covered by this Settlement to a third-party.

9 AA. Binding on Successors and Assigns. This Agreement shall be binding
10 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as
11 previously defined.

12 BB. California Law Governs. All terms of this Agreement and the Exhibits
13 hereto and any disputes arising hereunder shall be governed by and interpreted
14 according to the laws of the State of California.

15 CC. Counterparts. This Agreement may be executed in one or more
16 counterparts. All executed counterparts and each of them shall be deemed to be one
17 and the same instrument provided that counsel for the Parties to this Agreement
18 shall exchange among themselves copies or originals of the signed counterparts.

19 DD. This Settlement Is Fair, Adequate and Reasonable. The Parties believe
20 this Settlement is a fair, adequate and reasonable settlement of this Action and have
21 arrived at this Settlement after extensive arms-length negotiations, taking into
22 account all relevant factors, present and potential.

23 EE. Jurisdiction of the Court. The Parties agree that the Court shall retain
24 jurisdiction with respect to the interpretation, implementation and enforcement of
25 the terms of this Agreement and all orders and judgments entered in connection
26 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the
27 Court for purposes of interpreting, implementing and enforcing the settlement
28

1 embodied in this Agreement and all orders and judgments entered in connection
2 therewith.

3 FF. Invalidity of Any Provision. Before declaring any provision of this
4 Agreement invalid, the Court shall first attempt to construe the provisions valid to
5 the fullest extent possible consistent with applicable precedents so as to define all
6 provisions of this Agreement valid and enforceable.

7 GG. Publicity. The Parties may disclose the terms and contents of the
8 Settlement only as required under their contractual and legal obligations. The
9 Parties agree not to issue press releases, communicate with, or respond to, any
10 media or publication entities, publish information in manner or form, whether
11 printed or electronic, on any medium or otherwise communicate, whether by print,
12 video, recording or any other medium, with any person or entity concerning the
13 Settlement, including the fact of the Settlement, its terms or contents, and the
14 negotiations underlying the Settlement, except as required by law or as shall be
15 contractually required to effectuate the terms of the Settlement as set forth herein.
16 Nothing stated herein shall prohibit Class Counsel from discussing the Settlement,
17 the fact of Settlement, and its terms and conditions (i) with Class Members and/or
18 (ii) in court filings, including in their respective firm resumes, and/or (iii) in all
19 necessary motions and supporting memoranda related to preliminary and final
20 approval of the Settlement. Class Counsel and counsel for Defendant shall not place
21 notice of the Settlement on their respective websites. This provision also does not
22 limit Class Counsel (i) from complying with ethical obligations, (ii) from posting,
23 with approval from Defendants, a neutral description of publicly-available facts
24 regarding the Settlement, provided that such posting does not expressly identify
25 Defendant by name, or (iii) from posting court-filed documents on their website
26 without commentary for viewing by Class Members.

27 HH. Waiver of Certain Appeals. The Parties agree to waive any and all
28 rights to appeal, this waiver being contingent upon the Court entering the Final

1 Judgment. This waiver includes waiver of all rights to any post-judgment
2 proceeding and appellate proceeding, including, but not limited to, motions for relief
3 from judgment and motions to amend or alter the judgment.

4 II. No Admissions. Plaintiffs have claimed and continue to claim that the
5 Released Claims have merit and give rise to liability on the part of Defendants.
6 Defendants have claimed and continue to claim that the Released Claims have no
7 merit and do not give rise to liability. This Agreement is a compromise of disputed
8 claims. Nothing contained in this Agreement and no documents referred to herein
9 and no action taken to carry out this Agreement may be construed or used as an
10 admission by or against the Defendants or Plaintiffs or Class Counsel as to the
11 merits or lack thereof of the claims asserted.

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

19 KK. Return of All Documents Produced by Defendants. Plaintiffs and Class
20 Counsel agree to return or destroy all confidential documents and electronic
21 information produced by Defendants in the Action within thirty (30) calendar days
22 after the Effective Date.

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Dated: February 22, 2021

PLAINTIFF

By:  MARCIE LE
DocuSigned by:
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1 Dated: February 22, 2021

PLAINTIFF

2

DocuSigned by:
By: 
KAREN DAO

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4

5 Dated: February 22, 2021

**DEFENDANTS WALGREEN CO.;
WALGREEN PHARMACY SERVICES
MIDWEST, LLC; and WALGREENS
BOOTS ALLIANCE, INC.**

6

7

8

9

By: _____

10

Name: _____

11

Title: _____

12


13 Dated: February 22, 2021

Julian Burns King
Elliot J. Siegel
KING & SIEGEL LLP

14

15

16

By: 
Julian Burns King
Attorneys for Plaintiffs
MARCIE LE and KAREN DAO

17

18

19 Dated: February 22, 2021

Daniel Hutchinson
Lin Chan
**LIEFF CABRASER HEIMANN &
BERNSTEIN LLP**

20

21

22

23

By: 
Daniel Hutchinson
Attorneys for Plaintiffs
MARCIE LE and KAREN DAO

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27 Dated: February 22, 2021

Allison C. Eckstrom
Christopher J. Archibald
Karina Lo

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**BRYAN CAVE LEIGHTON PAISNER
LLP**

By: _____
Allison C. Eckstrom
Attorneys for Defendants
WALGREEN CO., WALGREEN
PHARMACY SERVICES MIDWEST, LLC
and WALGREENS BOOTS ALLIANCE,
INC.

1 Dated: February 22, 2021

PLAINTIFF

2
3 By: KAREN DAO

4
5 Dated: February 22, 2021

**DEFENDANTS WALGREEN CO.;
WALGREEN PHARMACY SERVICES
MIDWEST, LLC; and WALGREENS
BOOTS ALLIANCE, INC.**

6
7
8 By: Elena Kraus

9 Name: Elena Kraus

10 Title: SVP and General Counsel

11
12
13 Dated: February 22, 2021

Julian Burns King
Elliot J. Siegel
KING & SIEGEL LLP

14
15
16 By: Julian Burns King
Attorneys for Plaintiffs
MARCIE LE and KAREN DAO

17
18
19 Dated: February 22, 2021

Daniel Hutchinson
Lin Chan
**LIEFF CABRASER HEIMANN &
BERNSTEIN LLP**

20
21
22 By: Daniel Hutchinson
Attorneys for Plaintiffs
MARCIE LE and KAREN DAO

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27 Dated: February 22, 2021

Allison C. Eckstrom
Christopher J. Archibald
Karina Lo

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**BRYAN CAVE LEIGHTON PAISNER
LLP**



By: _____
Allison C. Eckstrom
Attorneys for Defendants
WALGREEN CO., WALGREEN
PHARMACY SERVICES MIDWEST, LLC
and WALGREENS BOOTS ALLIANCE,
INC.