

# EXHIBIT 1

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Attorneys for PLAINTIFF  
LUCAS MEJIA on behalf of himself and others  
similarly situated.

[Counsel for Defendants are identified on the next page]

**UNITED STATES DISTRICT COURT**  
**EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION**

LUCAS MEJIA on behalf of himself and  
others similarly situated.

Plaintiffs,

v.

WALGREEN CO., an Illinois corporation;  
WALGREEN CO./ILL., a business entity  
unknown; and DOES 1 to 100, Inclusive.

Defendants.

Case No. 2:19-cv-00218-WBS-AC

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

Hon. William B. Shubb  
Courtroom 5

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WALGREEN CO. and WALGREEN CO./ILL

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1 This Stipulation of Class Action Settlement and Release of Claims is entered into by and between  
2 Plaintiff Lucas Mejia, individually and on behalf of the Settlement Class, and Defendants  
3 Walgreen Co. and Walgreen Co./Ill.

4 **I. DEFINITIONS**

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

7 B. “Action” means the lawsuit, entitled *Mejia v. Walgreen Co. et al*, filed on  
8 November 6, 2018 in the Superior Court of the State of California, County of Yolo (Case No.  
9 CV18-2061), amended on January 18, 2019, and subsequently removed to the United States  
10 District Court for the Eastern District of California (Case No. 2:19-cv-00218-WBS-AC).

11 C. “Class” or “Class Members” means all current and former non-exempt employees  
12 who worked at any of Defendants’ California distribution centers at any time during the Class  
13 Period.

14 D. “Class Counsel” means Lavi & Ebrahimian, LLP and Law Offices of Sahag  
15 Majarian II.

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

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

25 G. “Class Period” means the period from November 6, 2014 through the Preliminary  
26 Approval Date or June 2, 2020, whichever occurs first.

27 H. “Class Representative Enhancement” means the amount that the Court authorizes  
28 to be paid to Plaintiff, in addition to his Individual Settlement Payment, in recognition of his

1 efforts and risks in assisting with the prosecution of the Action and in exchange for executing the  
2 General Release provided herein.

3 I. "Class Representative" means Plaintiff in his capacity as the representative of the  
4 Class Members.

5 J. "Compensable Workweeks" means the total number of workweeks during which  
6 Class Members worked for Defendants during the Class Period.

7 K. "Court" means the United States District Court for the Eastern District of  
8 California.

9 L. "Defendants" means Walgreen Co. and Walgreen Co./Ill.

10 M. "Effective Date" means: (a) the date upon which the time for appeal of the Court's  
11 order granting final approval of the Settlement Agreement expires; unless (b) an appeal is timely  
12 filed, then "Effective Date" means the date of final resolution of any appeal from the order  
13 granting final approval of the Settlement Agreement.

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

16 O. "Maximum Settlement Fund" means Four Million Five Hundred Thousand Dollars  
17 (\$4,500,000), which shall be the maximum sum paid by Defendant to pay for the sum of the  
18 Individual Settlement Payments, the Class Representative Enhancement, the Class Counsel  
19 Award, PAGA Payment, and the Settlement Administration Costs. This Settlement is based on  
20 approximately 1,170 current employees, 1,478 former employees (1,339 employees who ended  
21 their employment during the three-year statutory period), 305,936 workweeks with an average  
22 hourly rate of \$19.00. Defendant will provide a declaration confirming these numbers as of the  
23 class period end date of June 2, 2020. Should the number of Settlement Class Members and/or  
24 workweeks exceed either of the stated numbers by more than 2%, Defendants shall  
25 proportionately increase the Settlement Amount by an equal percentage. The Maximum  
26 Settlement Fund excludes Defendants' FICA/FUTA payments and any other payroll taxes owing  
27 by Defendants on the Maximum Settlement Fund, which will be paid separately by Defendants.  
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1 P. "Net Settlement Amount" or "NSA" means the Maximum Settlement Fund, less  
2 Class Counsel Award, Class Representative Enhancement, PAGA Payment, and Settlement  
3 Administration Costs.

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

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

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

9 T. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean  
10 either Plaintiff or Defendants, individually.

11 U. "Payment Ratio" means the respective Compensable Workweeks for each Class  
12 Member divided by the total Compensable Workweeks for all Class Members.

13 V. "Plaintiff" means Lucas Mejia.

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

16 X. "Released Claims" means any and all claims, debts, liabilities, demands,  
17 obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of  
18 action of whatever kind or nature, whether known or unknown, contingent or accrued, that are  
19 alleged, related to or that reasonably could have arisen out of the same facts alleged in the Action,  
20 including, but not limited to: (1) failure to pay minimum wages; (2) failure to pay overtime wages;  
21 (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to  
22 provide accurate itemized wage statements; (6) failure to timely pay all wages after separation of  
23 employment; (7) unlawful business practices in violation of Business and Professions Code  
24 section 17200 et seq.; and (8) PAGA penalties recoverable for any of the foregoing claims. This  
25 Release shall include, without limitation, claims that were raised, or that reasonably could have  
26 been raised, under the applicable Wage Orders and California Labor Code provisions based on the  
27 facts alleged in the Complaint for Labor Code §§ 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197,  
28 1198, and/or 2698 et seq., based on alleged violations of these Labor Code provisions

1 (collectively, the “Released Claims”). The period of the Released Claims shall be the Class  
2 Period. The Parties agree that the judgment, and release of claims provided herein, shall have res  
3 judicata effect. The definition of Released Claims shall not be limited in any way by the  
4 possibility that Plaintiff or Settlement Class Members may discover new facts or legal theories or  
5 legal arguments not alleged in the operative pleadings in the Action but which might serve as an  
6 alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling  
7 within the definition of Released Claims.

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

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

17 AA. “Response Deadline” means the date sixty (60) days after the Settlement  
18 Administrator mails Notice Packets to Class Members and the last date on which Class Members  
19 may submit Requests for Exclusion or Objections to the Settlement.

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

21 CC. “Settlement Administrator” means CPT Group, Inc..

22 DD. “Settlement Class Members” or “Settlement Class” means all Class Members who  
23 do not submit a timely and valid Request for Exclusion as provided in this Agreement and have  
24 not previously released the Released Claims under a separate agreement.

25 **II. RECITALS**

26 A. On November 6, 2018, Plaintiff filed a Class Action Complaint, asserting seven  
27 causes of action for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure  
28 to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide

1 accurate itemized wage statements; (6) failure to timely pay all wages after separation of  
2 employment; and (7) unlawful business practices in violation of Business and Professions Code  
3 section 17200 et seq. On January 18, 2019, Plaintiff filed a First Amended Complaint, which added  
4 an eighth cause of action for civil penalties under PAGA. Plaintiff alleged his class claims  
5 individually and on behalf of all current and former non-exempt employees who worked at any of  
6 Defendants' California distribution centers at any time from November 6, 2014 through the present.  
7 Plaintiff alleged his PAGA claim individually and on behalf of all other "aggrieved employees" who  
8 were employed by Defendants from November 6, 2017 through the present.

9 B. Through substantial formal and informal discovery, Defendants provided Plaintiff's  
10 counsel with data regarding the total number of Class Members, the number of current Class  
11 Members, the number of former Class Members, the Class Members' average hourly rate of pay  
12 during the Class Period, and the number of Compensable Workweeks worked by the Class  
13 Members during the Class Period.

14 C. On December 5, 2019, the Parties attended private mediation with an experienced  
15 mediator, Lynn Frank. Although the parties did not resolve the matter at mediation, the parties  
16 continued their settlement efforts with the assistance of the mediator and, on March 4, 2020,  
17 reached a settlement, as provided herein, to settle Plaintiff's claims on a class and representative  
18 action basis.

19 D. Defendants deny any liability or wrongdoing of any kind associated with the claims  
20 alleged in the Action, dispute the damages and penalties claimed by Plaintiff, and further contend  
21 that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or  
22 representative action treatment. Defendants contend, among other things, that, at all times, they  
23 have complied with the California Labor Code, and the Industrial Wage Commission Orders.

24 E. The Plaintiff and Class Representative is represented by Class Counsel. Class  
25 Counsel conducted an investigation into the facts relevant to the Action, including reviewing  
26 documents and information provided by Defendants. Based on their own independent  
27 investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendants  
28 is fair, reasonable and adequate, and in the best interest of the Class in light of all known facts and

1 circumstances, including the risks of significant delay, defenses asserted by Defendants,  
2 uncertainties regarding a class and representative action trial on the merits, and numerous potential  
3 appellate issues. Although Defendants deny any liability, Defendants are agreeing to this  
4 Settlement solely to avoid the cost of further litigation. Accordingly, the Parties and their counsel  
5 desire to fully, finally, and forever settle, compromise and discharge all disputes and claims  
6 arising from or relating to the Action on the terms set forth herein.

7 **III. TERMS OF AGREEMENT**

8 A. Settlement Consideration. Defendants shall create the Maximum Settlement Fund.  
9 The following will be paid out of the Maximum Settlement Fund: the sum of the Individual  
10 Settlement Payments, the Class Representative Enhancement, the Class Counsel Award, PAGA  
11 Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for  
12 Defendants' FICA/FUTA payments and any other payroll taxes owing by Defendants on the  
13 Maximum Settlement Fund, which will be paid separately by Defendants, in no event shall  
14 Defendants be required to pay more than the Maximum Settlement Fund.

15 B. Release By All Settlement Class Members. As of the Effective Date, in exchange  
16 for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members  
17 release the Released Parties from the Released Claims for the Class Period. Plaintiff and the  
18 Settlement Class Members may hereafter discover facts or legal arguments in addition to or  
19 different from those they now know or currently believe to be true with respect to the claims,  
20 causes of action and legal theories of recovery in this case which are the subject matter of the  
21 Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit  
22 the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiff and the  
23 Settlement Class Members shall be deemed to have, and by operation of the final judgment  
24 approved by the Court, shall have, fully, finally, and forever settled and released all of the  
25 Released Claims as defined in this Agreement.

26 C. General Release By Plaintiff. As of the Effective Date, in exchange for the  
27 consideration set forth in this Agreement, Plaintiff, for himself and his heirs, successors and  
28 assigns, does hereby waive, release, acquit and forever discharge the Released Parties, from any

1 and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature,  
2 whether known or unknown, which exist or may exist on Plaintiff's behalf as of the date of this  
3 Agreement, including, but not limited to, any and all tort claims, contract claims, wage claims,  
4 wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation  
5 claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy  
6 claims, defamation claims, fraud claims, *quantum meruit* claims, and any and all claims arising  
7 under any federal, state or other governmental statute, law, regulation or ordinance, including, but  
8 not limited to, claims for violation of the FLSA, the California Labor Code, the Wage Orders of  
9 California's Industrial Welfare Commission, other state wage and hour laws, the Americans with  
10 Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement  
11 Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment  
12 and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's  
13 Whistleblower Protection Act, California Business & Professions Code Section 17200 *et seq.*, and  
14 any and all claims arising under any federal, state or other governmental statute, law, regulation or  
15 ordinance. Plaintiff hereby expressly waives and relinquishes any and all claims, rights or benefits  
16 that he may have under California Civil Code § 1542, which provides as follows:

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

21 Plaintiff may hereafter discover claims or facts in addition to, or different from, those  
22 which he now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever  
23 settle and release any and all claims against the Released Parties, known or unknown, suspected or  
24 unsuspected, which exist or may exist on behalf of or against the other at the time of execution of  
25 this Agreement, including, but not limited to, any and all claims relating to or arising from  
26 Plaintiff's employment with Defendants. The Parties further acknowledge, understand and agree  
27 that this representation and commitment is essential to the Agreement and that this Agreement  
28 would not have been entered into were it not for this representation and commitment.

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

- 3                 1.     The Court enters an order granting preliminary approval of the Settlement;  
4                 2.     The Court enters an order granting final approval of the Settlement and a  
5 Final Judgment in the Action;  
6                 3.     The time for appeal of the Final Judgment and Order Granting Final  
7 Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final  
8 resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action  
9 Settlement; and  
10                4.     Defendants do not invoke their right to revoke the Settlement as provided  
11 herein.

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

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

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

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

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

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

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

1 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or  
2 tax structure of any transaction, including any transaction contemplated by this Agreement.

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

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

19 K. Settlement Administrator. The Settlement Administrator shall be responsible for:  
20 (a) processing and mailing payments to the Class Representative, Class Counsel, LWDA and  
21 Settlement Class Members; (b) printing and mailing the Notice Packets to the Class Members as  
22 directed by the Court; (c) receiving and reporting the objections and requests for exclusion; (d)  
23 distributing tax forms to the Settlement Class Members; (e) providing declaration(s), as necessary,  
24 in support of preliminary and/or final approval of this Settlement; and (f) other tasks as the Parties  
25 mutually agree or the Court orders the Settlement Administrator to perform. The Settlement  
26 Administrator shall keep the Parties timely apprised of the performance of all Settlement  
27 Administrator responsibilities.

28 L. Settlement Administration.

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

7           2.       Notice Packets.

8           a)       The Notice Packet shall contain the Notice of Class Action  
9 Settlement in a form substantially similar to the form attached hereto as Exhibit 1, in English and  
10 Spanish. The Notice of Class Action Settlement shall set forth the material terms of the  
11 Settlement, including the release to be given by all members of the Class who do not request to be  
12 excluded from the Class. The Notice Packet also shall be individualized by including the Class  
13 Member's starting and ending dates of employment during the Class Period, the number of  
14 Compensable Workweeks, and the estimated amount of their Individual Settlement Payment.

15           b)       The Notice Packet's mailing envelope shall include the following  
16 language: "IMPORTANT LEGAL DOCUMENT- YOU ARE ENTITLED TO MONEY FROM A  
17 CLASS ACTION SETTLEMENT; YOUR PROMPT REPLY IS REQUIRED AS EXPLAINED  
18 IN THE ENCLOSED NOTICE."

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

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

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

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

23                   7.     Request for Exclusion. The Notice of Class Action Settlement contained in  
24 the Notice Packet shall state that Class Members who wish to exclude themselves from the  
25 Settlement must submit to the Settlement Administrator a written statement requesting exclusion  
26 from the Settlement. The written Request for Exclusion must: (1) explicitly and unambiguously  
27 state the following statement or similar statement: "I wish to exclude myself from the settlement  
28 reached in the matter of Mejjia vs. Walgreen. I understand by excluding myself, I will not receive

1 any money from the settlement reached in this matter.”; (2) contain the name, address, and the last  
2 four digits of the Social Security number of the person requesting exclusion; (3) be signed by the  
3 Class Member; and (4) be postmarked or fax stamped by the Response Deadline and returned to  
4 the Settlement Administrator at the specified address or fax telephone number stated in the Notice  
5 Packet. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed  
6 by the Class Member, or if it does not contain the name, and address of the Class Member. The  
7 date of the postmark on the return mailing envelope or fax stamp on the request for exclusion shall  
8 be the exclusive means used to determine whether the Request for Exclusion was timely  
9 submitted. Any Class Member who requests to be excluded from the Settlement Class will not be  
10 entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement  
11 or have any right to object, appeal, or comment thereon. Class Members who fail to submit a  
12 valid and timely written request for exclusion on or before the Response Deadline shall be bound  
13 by all terms of the Settlement and any final judgment entered in this Action if the Settlement is  
14 approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the  
15 Settlement Administrator shall provide counsel for the Parties with a final list of the Class  
16 Members who have timely submitted Requests for Exclusion. At no time shall any of the Parties  
17 or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests  
18 for Exclusion from the Settlement.

19           8.     Objections. The Notice of Class Action Settlement contained in the Notice  
20 Packet shall state that Class Members who wish to object to the Settlement must serve on the  
21 Settlement Administrator a written statement of objection (“Notice of Objection”) by the  
22 Response Deadline. The date on the proof of service shall be deemed the exclusive means for  
23 determining that a Notice of Objection was served timely. The Notice of Objection must be  
24 signed by the Class Member and state: (1) the full name of the Class Member; (2) the dates of  
25 employment of the Class Member; (3) the last four digits of the Class Member’s Social Security  
26 number and/or the Employee ID number; (4) the basis for the objection; and (5) whether the Class  
27 Member intends to appear at the Final Approval/Settlement Fairness Hearing. Class Members  
28 who fail to make objections in the manner specified above shall be deemed to have waived any

1 objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to  
2 the Settlement. Class Members who submit a timely Notice of Objection will have a right to  
3 appear at the Final Approval/Settlement Fairness Hearing in order to have their objections heard  
4 by the Court. No Class Member may appear at the Final Approval/Settlement Fairness Hearing  
5 unless he or she has served a timely objection that complies with the procedures provided in this  
6 paragraph. At no time shall any of the Parties or their counsel seek to solicit or otherwise  
7 encourage Class Members to file or serve written objections to the Settlement or appeal from the  
8 Order and Final Judgment. Class Members who submit a Request for Exclusion are not entitled to  
9 object to the Settlement.

10 M. Funding and Allocation of the Maximum Settlement Fund. No later than fifteen  
11 (15) business days after the Effective Date, Defendants shall provide the Maximum Settlement  
12 Fund and its share of payroll taxes to the Settlement Administrator to fund the Settlement, as set  
13 forth in this Agreement.

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

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

24 b) Allocation. For tax purposes, Individual Settlement Payments shall  
25 be allocated and treated as follows: twenty percent (20%) of the Net Settlement Amount shall be  
26 allocated to wages, subject to applicable withholdings, to be reported on a W-2 form; forty percent  
27 (40%) to penalties, not subject to withholdings and reported on a 1099 form to be issued by the  
28

1 Settlement Administrator; and forty percent (40%) to interest, not subject to withholdings and  
2 reported on a 1099 form to be issued by the Settlement Administrator.

3 c) Mailing. Individual Settlement Payments shall be mailed by regular  
4 First Class U.S. Mail to Settlement Class Members' last known mailing address no later than thirty  
5 (30) calendar days after the Effective Date.

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

11 2. Class Representative Enhancement. Defendant agrees not to oppose or  
12 object to any application or motion by Plaintiff for a Class Representative Enhancement of up to  
13 Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff. The Class Representative  
14 Enhancement is in exchange for the Released Claims, a General Release, and for Plaintiff's time,  
15 effort and risk in bringing and prosecuting the Action. The Settlement Administrator shall pay the  
16 Class Representative Enhancement to Plaintiff from the Maximum Settlement Fund no later than  
17 thirty (30) calendar days after the Effective Date. Any portion of the requested Class  
18 Representative Enhancement that is not awarded to the Class Representative shall be part of the  
19 Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this  
20 Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for  
21 his Class Representative Enhancement. Plaintiff shall be solely and legally responsible to pay any  
22 and all applicable taxes on his respective Class Representative Enhancement and shall hold  
23 harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result  
24 of the Class Representative Enhancement. The Class Representative Enhancement shall be in  
25 addition to the Plaintiff's Individual Settlement Payment as a Settlement Class Member. In the  
26 event that the Court reduces or does not approve the requested Class Representative Enhancement,  
27 Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.  
28

1                   3.     Class Counsel Award. Defendants agree not to oppose or object to any  
2 application or motion by Class Counsel for attorneys’ fees not to exceed one-third (33.33%) of the  
3 Maximum Settlement Fund (\$1,500,000). Additionally, Defendants shall not oppose an  
4 application by Class Counsel for, and Class Counsel shall not seek or receive an amount in excess  
5 of \$15,000.00 from the Maximum Settlement Fund for all past and future litigation costs and  
6 expenses necessary to prosecute, settle and administer the Action as supported by a declaration  
7 from Class Counsel. The Parties agree that any and all claims for reasonable attorneys’ fees and  
8 costs have been settled by this Agreement and that neither Plaintiff, Settlement Class Members,  
9 nor Class Counsel shall seek payment of attorneys’ fees or reimbursement of costs/expenses from  
10 Defendants except as set forth in this Agreement. Any portion of the requested Class Counsel  
11 Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall  
12 be distributed to Settlement Class Members as provided in this Agreement. The Settlement  
13 Administrator shall pay the Class Counsel Award to Class Counsel from the Maximum Settlement  
14 Fund no later than thirty (30) calendar days after the Effective Date. Class Counsel shall be solely  
15 and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph.  
16 The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the  
17 payments made pursuant to this paragraph. In the event that the Court reduces or does not approve  
18 the requested Class Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke  
19 the Settlement, and it will remain binding. However, Class Counsel retains their right to appeal  
20 any decision by the Court regarding the Attorney’s Fees and Costs.

21                   4.     PAGA Payment. One Hundred Fifty Thousand Dollars (\$150,000) shall be  
22 allocated from the Maximum Settlement Fund for settlement of claims for civil penalties under the  
23 PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA  
24 Payment, or \$112,500, to the California Labor and Workforce Development Agency (“LWDA”)  
25 no later than twenty-five (25) calendar days after the Effective Date. Twenty-five (25%), or  
26 \$37,500, will be part of the Net Settlement Amount and distributed to Settlement Class Members  
27 as described in this Agreement.

28

1                   5.       Settlement Administration Costs. The Settlement Administrator shall be  
2 paid for the costs of administration of the Settlement from the Maximum Settlement Fund. The  
3 estimate of the Settlement Administration Costs is not to exceed Thirty Five Thousand Dollars  
4 (\$35,000). The Settlement Administrator shall be paid the Settlement Administration Costs no  
5 later than thirty (30) calendar days after Defendants provides funds to the Settlement  
6 Administrator for disbursement under this Agreement.

7  
8  
9                   N.       Final Approval Motion. At the earliest practicable time following the expiration of  
10 the Response Deadline, Plaintiff shall file with the Court a Motion for Order Granting Final  
11 Approval and Entering Judgment, which motion shall request final approval of the Settlement and  
12 the amounts payable for the Class Representative Enhancement, the Class Counsel Award, the  
13 PAGA Payment, and the Settlement Administration Costs.

14                   1.       Declaration by Settlement Administrator. The Settlement Administrator  
15 shall submit a declaration in support of Plaintiff’s motion for final approval of this Settlement  
16 detailing (a) the number of Notice Packets mailed and re-mailed to Class Members, (b) the number  
17 of undeliverable Notice Packets, (c) the number of timely Requests for Exclusion, (d) the number  
18 of timely objections received, (e) the amount of the average Individual Settlement Payment and  
19 highest Individual Settlement Payment, (f) the Settlement Administration Costs, (g) the name of  
20 the employees that opted out and (h) any other information as the Parties mutually agree or the  
21 Court orders the Settlement Administrator to provide.

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

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

28

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

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

17                   (d) Find that the Notice and notice methodology implemented pursuant to this  
18 Stipulation (i) constituted the best practicable notice; (ii) constituted notice that was reasonably  
19 calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their  
20 right to object to or exclude themselves from the proposed Settlement and their right to appear at  
21 the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient  
22 notice to all persons entitled to receive notice; and (iv) met all applicable requirements of the  
23 Federal Rules of Civil Procedure, the California and United States Constitutions (including the  
24 Due Process Clause), the Local Rules for the United States District Court for the Eastern District  
25 of California, and any other applicable law;

26                   (d) Find that Plaintiff and Class Counsel adequately represented the Class for  
27 purposes of entering into and implementing the settlement;

28

1 (e) Dismiss the Action (including all individual claims and Released Claims  
2 presented thereby) with prejudice, without fees or costs to any party except as provided in this  
3 Stipulation;

4 (f) Incorporate the Released Claims set forth in this Agreement, make the  
5 Released Claims effective as of the date of the Preliminary Approval Date or June 2, 2020,  
6 whichever occurs first, and forever discharge the Released Parties from any claims or liabilities  
7 arising from or related to the Actions;

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

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

20 (i) Without affecting the finality of the Final Judgment, the Court shall retain  
21 continuing jurisdiction over the Actions, the Parties, and the Class, as well as the administration  
22 and enforcement of the Settlement. Any disputes or controversies arising with respect to the  
23 interpretation, consummation, enforcement, or implementation of the Settlement shall be  
24 presented by motion to the Court; provided however, that nothing in this Part shall restrict the  
25 ability of the Parties to exercise their rights under Section O.2.a through O.2.h, above.

26 O. Option to Terminate Settlement.

27 1. Defendants' Right to Terminate. If, after the Response Deadline, the total  
28 number of Class Members who submitted timely and valid Requests for Exclusion from the

1 Settlement is at least ten percent (10%) of all Class Members, Defendants shall have, in their sole  
2 discretion, the option to terminate this Settlement. If Defendants exercise the option to terminate  
3 this Settlement, Defendants shall: (a) provide written notice to Class Counsel within seven (7)  
4 calendar days after the Response Deadline and (b) pay all Settlement Administration Costs  
5 incurred up to the date or as a result of the termination; and the Parties shall proceed in all respects  
6 as if this Agreement had not been executed.

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

10 P. Motions for Preliminary and Final Approval. Class Counsel will provide an  
11 opportunity for Counsel for Defendants to review the Motions for Preliminary and Final Approval  
12 prior to filing with the Court. The Parties and their counsel will cooperate with each other and use  
13 their best efforts to effect the Court's approval of the Motions for Preliminary and Final Approval  
14 of the Settlement.

15 Q. No Impact on Benefit Plans. Neither this Settlement nor any amounts paid under  
16 the Settlement will modify any previously credited hours or service under any employee benefit  
17 plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis  
18 for additional contributions to, benefits under, or any other monetary entitlement under  
19 Defendants-sponsored benefit plans, policies, or bonus programs. The payments made under the  
20 terms of this Stipulation shall not be applied retroactively, currently, or on a going forward basis,  
21 as salary, earnings, wages, or any other form of compensation for the purposes of Defendants'  
22 benefit plan, policy, or bonus program. Defendants retain the right to modify the language of their  
23 benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts  
24 paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or  
25 any similar measuring term as defined by applicable plans, policies and bonus programs for  
26 purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional  
27 contributions or benefits are not required by this Settlement.

28

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

5 To Plaintiff and the Class:  
6 LAVI & EBRAHIMIAN, LLP  
7 Joseph Lavi, Esq.  
8 Jordan D. Bello, Esq.  
9 8889 W. Olympic Blvd., Suite 200  
10 Beverly Hills, California 90211  
11 Telephone: (310) 432-0000  
12 Facsimile: (310) 432-0001

13 LAW OFFICES OF SAHAG MAJARIAN II  
14 Sahag Majarian II  
15 18250 Ventura Boulevard  
16 Tarzana, California 91356  
17 Telephone: (818) 609-0807  
18 Facsimile: (818) 609-0892

19 To Defendants:  
20 BRYAN CAVE LEIGHTON PAISNER LLP  
21 Allison C. Eckstrom, Esq.  
22 Christopher J. Archibald, Esq.  
23 3161 Michelson Drive, Suite 1500  
24 Irvine, California 92612-4414  
25 Telephone: (949) 223-7000  
26 Facsimile: (949) 223-7100

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

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

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

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

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

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

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

18 Z. California Law Governs. All terms of this Agreement and the Exhibits hereto and  
19 any disputes arising hereunder shall be governed by and interpreted according to the laws of the  
20 State of California.

21 AA. Counterparts. This Agreement may be executed in one or more counterparts. All  
22 executed counterparts and each of them shall be deemed to be one and the same instrument  
23 provided that counsel for the Parties to this Agreement shall exchange among themselves copies  
24 or originals of the signed counterparts.

25 BB. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this  
26 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this  
27 Settlement after extensive arms-length negotiations, taking into account all relevant factors,  
28 present and potential.

1           CC.    Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction  
2 with respect to the interpretation, implementation and enforcement of the terms of this Agreement  
3 and all orders and judgments entered in connection therewith, and the Parties and their counsel  
4 hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and  
5 enforcing the settlement embodied in this Agreement and all orders and judgments entered in  
6 connection therewith.

7           DD.    Invalidity of Any Provision. Before declaring any provision of this Agreement  
8 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible  
9 consistent with applicable precedents so as to define all provisions of this Agreement valid and  
10 enforceable.

11           EE.    Publicity. Defendants may disclose the terms and contents of the Settlement, as  
12 required under its contractual and legal obligations. Plaintiff agrees not to issue press releases,  
13 communicate with, or respond to any media or publication entities, publish information in manner  
14 or form, whether printed or electronic, on any medium or otherwise communicate, whether by  
15 print, video, recording or any other medium, with any person or entity concerning the Settlement,  
16 including the fact of the Settlement, its terms or contents and the negotiations underlying the  
17 Settlement, except as shall be contractually required to effectuate the terms of the Settlement as set  
18 forth herein. Class Counsel shall be permitted to post a neutral statement about the Action and  
19 Settlement on their websites, but shall not publish the names of Defendants; any such website  
20 postings shall refer to Defendants as “Doe Company.”

21           FF.    No Unalleged Claims. Plaintiff represent that he does not currently intend to  
22 pursue any claims against Defendants, including, but not limited to, any and all claims relating to  
23 or arising from Plaintiff’s employment with Defendants, and that Plaintiff is not currently aware of  
24 any facts or legal theories upon which any claims or causes of action could be brought against  
25 Defendants. The Parties further acknowledge, understand, and agree that this representation is  
26 essential to the Agreement and that this Agreement would not have been entered into were it not  
27 for this representation.

28

BRYAN CAVE LEIGHTON PAISNER LLP  
3161 MICHELSON DRIVE, SUITE 1500  
IRVINE, CA 92612-4414

1 GG. Waiver of Certain Appeals. The Parties agree to waive any and all rights to appeal,  
2 this waiver being contingent upon the Court entering the Final Judgment. This waiver includes  
3 waiver of all rights to any post-judgment proceeding and appellate proceeding, including, but not  
4 limited to, motions for relief from judgment and motions to amend or alter the judgment, except as  
5 stated above, Class Counsel retains the right to appeal its attorneys' Award in the event they  
6 decide to do so.

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

14 II. Return of All Documents Produced by Defendants. Plaintiff and Class Counsel  
15 agree to return or destroy all confidential documents and electronic information produced by  
16 Defendants in the Actions within five (5) years after the entry of the Final Judgment by the Court.

17  
18  
19  
20 Dated: 07/17/2020, 2020

**PLAINTIFF**

21 By:   
22 DocuSigned by:  
1729879734E8493...  
LUCAS MEJIA

23  
24 Dated: \_\_\_\_\_, 2020

**DEFENDANTS WALGREEN CO. AND  
WALGREEN CO./ILL.**

25 By: \_\_\_\_\_

26 Name: \_\_\_\_\_

27 Title: \_\_\_\_\_

DS  


1 GG. Waiver of Certain Appeals. The Parties agree to waive any and all rights to appeal,  
2 this waiver being contingent upon the Court entering the Final Judgment. This waiver includes  
3 waiver of all rights to any post-judgment proceeding and appellate proceeding, including, but not  
4 limited to, motions for relief from judgment and motions to amend or alter the judgment, except as  
5 stated above, Class Counsel retains the right to appeal its attorneys' Award in the event they  
6 decide to do so.

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

14 II. Return of All Documents Produced by Defendants. Plaintiff and Class Counsel  
15 agree to return or destroy all confidential documents and electronic information produced by  
16 Defendants in the Actions within five (5) years after the entry of the Final Judgment by the Court.

17  
18  
19  
20 Dated: \_\_\_\_\_, 2020 **PLAINTIFF**  
21  
22 By: \_\_\_\_\_  
LUCAS MEJIA

23  
24 Dated: July 15, \_\_\_\_\_, 2020 **DEFENDANTS WALGREEN CO. AND**  
**WALGREEN CO./ILL.**  
25 By: Elena Kraus  
26 Name: Elena Kraus  
27 Title: SVP and General Counsel  
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APPROVED AS TO FORM:

Dated: July 7, 2020

Joseph Lavi  
Jordan D. Bello  
**LAVI & EBRAHIMIAN, LLP**

By: DocuSigned by:  
JOSEPH LAVI  
4CF5F6A654D3486...  
Joseph Lavi  
Attorneys for Plaintiff  
LUCAS MEJIA

Dated: July 7, 2020

Sahag Majarian II  
**LAW OFFICES OF SAHAG MAJARIAN II**

By: DocuSigned by:  
Sahag Majarian  
3142D9828E6E4A2...  
Joseph Lavi  
Attorneys for Plaintiff  
LUCAS MEJIA

Dated: July 7, 2020

Allison C. Eckstrom  
Christopher J. Archibald  
Karina Lo  
**BRYAN CAVE LEIGHTON PAISNER LLP**

By: \_\_\_\_\_  
Allison C. Eckstrom  
Attorneys for Defendants  
WALGREEN CO. and WALGREEN CO./ILL

BRYAN CAVE LEIGHTON PAISNER LLP  
3161 MICHELSON DRIVE, SUITE 1500  
IRVINE, CA 92612-4414

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APPROVED AS TO FORM:

Dated: July 7, 2020

Joseph Lavi  
Jordan D. Bello  
**LAVI & EBRAHIMIAN, LLP**

By: \_\_\_\_\_  
Joseph Lavi  
Attorneys for Plaintiff  
LUCAS MEJIA

Dated: July 7, 2020

Sahag Majarian II  
**LAW OFFICES OF SAHAG MAJARIAN II**

By: \_\_\_\_\_  
Joseph Lavi  
Attorneys for Plaintiff  
LUCAS MEJIA

Dated: July 15, 2020

Allison C. Eckstrom  
Christopher J. Archibald  
Karina Lo  
**BRYAN CAVE LEIGHTON PAISNER LLP**

By:  \_\_\_\_\_  
Allison C. Eckstrom  
Attorneys for Defendants  
WALGREEN CO. and WALGREEN CO./ILL

# EXHIBIT 1

Exhibit 1

**NOTICE OF CLASS ACTION SETTLEMENT**

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

LUCAS MEJIA, on behalf of himself and  
others similarly situated,

Plaintiffs,

v.

WALGREEN CO., an Illinois  
corporation;  
WALGREEN CO./ILL., a business entity  
unknown; and DOES 1 to 100, Inclusive,

Defendants.

Case No. 2:19-cv-00218-WBS-AC  
Hon. William B. Shubb  
Courtroom: 5

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

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

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

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

**THE RECORDS OF WALGREEN CO. AND WALGREEN CO./ILL.  
("DEFENDANTS") SHOW YOU WERE EMPLOYED BY DEFENDANTS  
AS A NON-EXEMPT EMPLOYEE AT ONE OF THEIR DISTRIBUTION  
CENTERS IN CALIFORNIA AT ANY TIME BETWEEN NOVEMBER 6,  
2014, AND JUNE 2, 2020, AND YOU ARE ELIGIBLE FOR A PAYMENT  
FROM A CLASS ACTION SETTLEMENT.**

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

**Exhibit 1**

**IMPORTANT: YOU WILL BE BOUND BY THIS SETTLEMENT AND YOUR RIGHTS WILL BE AFFECTED BY THIS LITIGATION UNLESS YOU EXCLUDE YOURSELF FROM THE CLASS AS EXPLAINED BELOW.  
PLEASE READ THIS NOTICE CAREFULLY.**

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

**YOUR RIGHTS AND OPTIONS - AND THE DEADLINES TO EXERCISE THEM - ARE EXPLAINED IN THIS NOTICE.**

**WHY DID YOU RECEIVE THIS NOTICE?**

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

All current and former non-exempt employees who worked at any of Defendants' California distribution centers at any time between November 6, 2014 and June 2, 2020 ("Class" or "Class Members").

The Court has appointed as class counsel Lavi & Ebrahimian, LLP and Law Offices of Sahag Majarian ("Class Counsel").

**WHAT IS THIS LAWSUIT ABOUT?**

This settlement is the result of a lawsuit filed by Plaintiff Lucas Mejia ("Plaintiff"). On November 6, 2018, Plaintiff filed a Class Action Complaint against Defendants

## **Exhibit 1**

in the Superior Court of the State of California, County of Yolo, Case No. CV18-2061 (the “Action”). Plaintiff’s Class Action Complaint asserted seven causes of action for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide accurate itemized wage statements; (6) failure to timely pay all wages after separation of employment; and (7) unlawful business practices in violation of Business and Professions Code section 17200 et seq. On January 18, 2019, Plaintiff amended his Class Action Complaint to add an eighth cause of action for Private Attorneys General Act (“PAGA”) penalties recoverable for any of the claims alleged in the Class Action Complaint. Defendant removed the case to the United States District Court for the Eastern District of California, where it was assigned Case. No. 2:19-cv-00218-WBS-AC.

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

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

### **SUMMARY OF THE SETTLEMENT**

#### **A. Why is there a settlement?**

The Court did not decide in favor of Plaintiff or Defendants. Plaintiff thinks he would have prevailed on his claims at a trial. Defendants do not think Plaintiff would have won anything from a trial because they have asserted legal and factual defenses to the claims. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the costs, risks, and uncertainty of a trial, and the people affected will get compensation. Plaintiff and Class Counsel think the settlement is fair, reasonable, adequate, and in the best interests of all members of the Class.

#### **B. Who is in the Settlement Class?**

**Exhibit 1**

All current and former non-exempt employees who worked at any of Defendants’ California distribution centers at any time between November 6, 2014 and June 2, 2020, and who do not opt out of the settlement as explained below would be part of the “Settlement Class” (also referred to as a “Settlement Class Member”). The period of time between November 6, 2014 and June 2, 2020 is referred to as the “Class Period.”

**C. Who are the attorneys representing the parties?**

<b><u>Class Counsel</u></b>	<b><u>Counsel for Defendants</u></b>
<b>LAVI &amp; EBRAHIMIAN, LLP</b> Joseph Lavi, Esq. Jordan D. Bello, Esq. 8889 W. Olympic Blvd., Suite 200 Beverly Hills, California 90211 Telephone: (310) 432-0000 Facsimile: (310) 432-0001  <b>LAW OFFICES OF SAHAG MAJARIAN II</b> Sahag Majarian II 18250 Ventura Boulevard Tarzana, California 91356 Telephone: (818) 609-0807 Facsimile: (818) 609-0892	<b>BRYAN CAVE LEIGHTON PAISNER LLP</b> Allison C. Eckstrom allison.eckstrom@bclplaw.com Christopher J. Archibald christopher.archibald@bclplaw.com 3161 Michelson Drive, Suite 1500 Irvine, CA 92612-4414 Telephone:(949) 223-7000 Facsimile: (949) 223-7100

**D. What does the settlement provide?**

The Defendants shall pay, or cause to be paid, cash compensation to each Settlement Class Member based on the number of workweeks in which each Settlement Class Member worked during the Class Period (“Compensable Workweeks”). The identified Settlement Class Members shall receive a pro rata share of the Net Settlement Amount. The amount to be distributed to the Settlement Class, or the “Net Settlement Amount,” shall be determined by deducting the amounts awarded for Class Counsel Award (not to exceed \$1,515,000), the Class Representative Enhancement (not to exceed \$7,500), the payment of \$112,500.00 to the California Labor & Workforce Development Agency, and Settlement Administration Costs (not to exceed \$35,000) from the total consideration of four million five hundred

## **Exhibit 1**

thousand dollars (\$4,500,000) (the “Maximum Settlement Amount”). It is estimated that the Net Settlement Amount will be approximately two million eight hundred thirty thousand dollars (\$2,830,000). Settlement Class Members are not required to submit a proof of claim form as a condition of receiving an Individual Settlement Payment. Instead, Settlement Class Members will automatically receive an Individual Settlement Payment based on the number of Compensable Workweeks set forth below unless they timely opt out of the Settlement.

The Individual Settlement Payment shall be determined by dividing the Net Settlement Amount distributable to the Settlement Class by the total Compensable Workweeks that have accrued for the Settlement Class during the Class Period, and multiplying that amount by the number of Compensable Workweeks applicable to the individual Settlement Class Member. Compensable Workweeks will be separately and distinctly calculated for each Settlement Class Member. Only Settlement Class Members who can be identified by the Settlement Administrator will receive a Settlement Payment. No Settlement Payments will be sent to any Settlement Class Member for whom a current address has not been identified.

If any Settlement Class Member does not cash his/her settlement check within one hundred eighty (180) Days after the Settlement Administrator mails the Settlement Payment to the Settlement Class Member, the Settlement Administrator shall transmit the Settlement Payment to the California State Controller’s Office’s Unclaimed Property Division in the name of the Settlement Class Member.

All Individual Settlement Payments shall be allocated as follows: twenty percent (20%) of the Net Settlement Amount shall be allocated to wages, subject to applicable withholdings, to be reported on a W-2 form; forty percent (40%) to penalties, not subject to withholdings and reported on a 1099 form to be issued by the Settlement Administrator; and forty percent (40%) to interest, not subject to withholdings and reported on a 1099 form to be issued by the Settlement Administrator. No taxes will be withheld or paid by Defendant with respect to the Settlement Payments allocated to interest or penalties. Each individual Settlement Class Member shall be responsible for his/her share of taxes due on the portion of his or her Settlement Payment. To ensure compliance with requirements imposed by the IRS, we inform you that any United States federal tax advice contained in this Notice was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

### **E. What will I get?**

## Exhibit 1

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

Compensable Workweeks  
\_\_\_\_\_

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

### **F. What is the payment to the Class Representative?**

Subject to Court approval, Plaintiff will be paid a “Class Representative Enhancement” in an amount up to seven thousand five hundred dollars (\$7,500) for his service as class representative, providing Defendants with a general release of any claims he may have, as well as his willingness to accept the risk of paying Defendants’ attorneys’ fees and costs in the event of an unsuccessful outcome.

### **G. How will Class Counsel be paid?**

Class Counsel will apply to the Court for an award of reasonable attorneys’ fees in an amount up to one-third (33.33%) of four million five hundred thousand dollars (\$4,500,000) recovered for the Class (i.e., \$1,500,000) and reasonable costs of up to \$15,000 (“Class Counsel Award”).

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

The Settlement is intended to settle all claims against Defendants that were plead or could have been plead under the Labor Code, Wage Orders, or state or local wage and hour laws, based on the facts alleged in the Action, including claims for: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to authorize and permit rest periods; (e) failure to provide accurate itemized wage statements; (f) failure to timely pay all wages after separation of employment; (g) unlawful business practices in violation of Business and Professions Code section 17200 et seq.; and (h) Private Attorneys General Act (“PAGA”) penalties recoverable for any of the foregoing claims and (i) all damages,

## Exhibit 1

including, but not limited to, civil and statutory penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief identified above in (a)-(h). The release of claims set forth below in Section I which describes exactly the legal claims that you will give up if you do not exclude yourself from the Settlement Class, will extend to Defendants and their past, present and/or future, direct and/or indirect, parents, predecessors, successors, all affiliates, subsidiaries, officers, directors, agents, employees, and stockholders (“Released Parties”).

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

### **I. What are the Released Claims?**

Plaintiff and the Settlement Class Members fully and finally release, the Released Parties, from the following claims: any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, related to or that reasonably could have arisen out of the same facts alleged in the Action, including, but not limited to: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide accurate itemized wage statements; (6) failure to timely pay all wages after separation of employment; (7) unlawful business practices in violation of Business and Professions Code section 17200 et seq.; and (8) PAGA penalties recoverable for any of the foregoing claims. This Release shall include, without limitation, claims that were raised, or that reasonably could have been raised, under the applicable Wage Orders and California Labor Code provisions, including Labor Code §§ 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197, 1198, and/or 2698 et seq., based on alleged violations of these Labor Code provisions (collectively, the “Released Claims”). The period of the Released Claims shall be the Class Period. The Parties agree that the judgment, and release of claims provided herein, shall have res judicata effect. The definition of Released Claims shall not be limited in any way by the possibility that Plaintiff or Settlement Class Members may discover new facts or legal theories or legal arguments not alleged in the operative pleadings in the Action but which might serve as an alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Released Claims.

This means that if you currently have a case pending, or plan to file a case based on the above claims, you must exclude yourself from this class action in order to

## Exhibit 1

proceed on your own. You will be solely responsible for the costs of hiring your own attorney and proceeding on your own. If you wish instead to receive the benefits of this Settlement, and waive your right to proceed on your own, you should participate in this Settlement (do not exclude yourself).

### **THE SETTLEMENT HEARING**

The Court will conduct a final fairness hearing regarding the proposed Settlement (the “Final Approval/Settlement Fairness Hearing”) on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ .m., in Courtroom 5 of United States District Court for the Eastern District of California, 501 I Street, Sacramento, CA 95814. The Court will determine: (i) whether the Action should be finally certified as a class action solely and exclusively for Settlement purposes; (ii) whether the Settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members, and if so, whether to enter a judgment fully and finally resolving Plaintiff’s and Settlement Class Members’ claims against Defendants; (iii) whether the Settlement Class Members should be bound by the terms of the Settlement, including the release of claims; (iv) the amount of the attorneys’ fees and expenses to be awarded to Class Counsel; and (v) the amount that should be awarded to Plaintiff for the Class Representative Enhancement. At the Final Approval/Settlement Fairness Hearing, the Court will hear all timely and properly filed objections, as well as arguments for and against the proposed Settlement. Assuming you do not elect to exclude yourself from the Settlement, you have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself. The Court has reserved the right to adjourn the Final Approval/Settlement Fairness Hearing to consider any issue, without further notice of any kind.

### **WHAT ARE YOUR OPTIONS?**

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

## Exhibit 1

address information is incorrect or you move, provide your current address to: [REDACTED] (the “Settlement Administrator”) at [REDACTED].

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

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

Your written objection must state: (a) your the full name; (b) your dates of employment; (c) the last four digits of your Social Security number and/or the Employee ID number; (d) the basis for the objection; (e) whether you intend to appear at the Final Approval/Settlement Fairness Hearing; and (f) be submitted to [REDACTED], Settlement Administrator, [REDACTED].

To be valid and effective, all objections to approval of the Settlement and all notices of intention to appear must be postmarked or faxed to the Settlement Administrator no later than [REDACTED], [REDACTED]. DO NOT CONTACT THE COURT. Any Settlement Class Member who fails to object to the proposed Settlement as described above will lose the right to object to it.

**OPTION 3 – EXCLUDE YOURSELF FROM THE CLASS.** You have a right to exclude yourself (“opt out”) from the Class, but if you choose to do so, **YOU WILL NOT RECEIVE ANY BENEFITS FROM THE PROPOSED SETTLEMENT AND YOU WILL NOT HAVE STANDING TO OBJECT TO THE SETTLEMENT.** You will not be bound by a judgment in this case, you will not release your claims against the Defendants, and you will have the right to file your own lawsuit against the Defendants and pursue your own claims in a separate suit. If you want to exclude yourself from the Class, you must complete and sign a written request for exclusion.

Your written request for exclusion must: (a) state in writing the following or similar statement: “I wish to exclude myself from the settlement reached in the matter of Mejia vs. Walgreen. I understand by excluding myself, I will not receive any money from the settlement reached in this matter.”; (b) contain your name, address and last four digits of your Social Security number; (c) be signed by you, and (f) be submitted to: [REDACTED], Settlement Administrator, [REDACTED].

**Exhibit 1**

To be valid, your written request for exclusion must be postmarked or faxed on or before [REDACTED], [REDACTED] and received by the Settlement Administrator. Any request for exclusion post-marked after this date or not received by the Settlement Administrator shall be of no force and effect. Any Class Member who files a complete and timely request for exclusion shall, upon receipt by the Settlement Administrator, no longer be a member of the Settlement Class, shall be barred from objecting to and participating in any portion of the Settlement, and shall receive no benefits from the Settlement. Any such person, at their own expense, may pursue any claims he/she may have against Defendants.

**ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?**

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement, approval papers, and any attorneys' fee motions available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com), by contacting Class Counsel at their contact information above, the Settlement Administrator at [REDACTED], by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.caed.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Eastern District of California, 501 I Street, Room 4-200, Sacramento, CA 95814, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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

[REDACTED]  
[REDACTED]  
[REDACTED]

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

# EXHIBIT 2

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Attorneys for PLAINTIFF  
LUCAS MEJIA on behalf of himself and others  
similarly situated.

**UNITED STATES DISTRICT COURT**  
**EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION**

LUCAS MEJIA on behalf of himself and  
others similarly situated.

Plaintiffs,

v.

WALGREEN CO., an Illinois corporation;  
WALGREEN CO./ILL., a business entity  
unknown; and DOES 1 to 100, Inclusive.

Defendants.

Case No. 2:19-cv-00218-WBS-AC

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

Hon. William B. Shubb  
Courtroom 5

1 This matter came on for hearing on \_\_\_\_\_, 2020, on Plaintiff Lucas Mejia’s  
2 (“Plaintiff” or “Class Representative”) unopposed Motion for Final Approval of Class Action  
3 Settlement, Attorneys’ Fees and Costs, and for Judgment in this action on the terms set forth in the  
4 Joint Stipulation of Class Action Settlement (the “Settlement Agreement”), attached hereto as  
5 Exhibit 1.<sup>1</sup> Due and adequate Notice having been given to the members of the Class, and the  
6 Court having considered the Settlement Agreement, all papers and proceedings held herein, and all  
7 oral and written comments received regarding the proposed Class Settlement, and having reviewed  
8 the entire record in this action, *Lucas Mejia v. Walgreen Co. et al*, Case No. 2:19-cv-00218-WBS-  
9 AC (“the Action”), and good cause appearing, finds that:

10 WHEREAS, Plaintiff has alleged claims against Defendants Walgreen Co. and Walgreen  
11 Co./Ill. on behalf of himself and all current and former non-exempt employees who worked at any  
12 of Defendants’ California distribution centers at any time between November 6, 2014 and June 2,  
13 2020; and

14 WHEREAS, Plaintiff asserted claims for: (1) failure to pay minimum wages; (2) failure to  
15 pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest  
16 periods; (5) failure to provide accurate itemized wage statements; (6) failure to timely pay all  
17 wages after separation of employment; and (7) unlawful business practices in violation of  
18 Business and Professions Code section 17200 et seq. Plaintiff further asserted a claim that  
19 Defendants are liable for penalties under the California Private Attorneys General Act of 2004  
20 (“PAGA”) (Cal. Labor Code §§ 2698, et seq.) because of Defendants’ alleged violations of the  
21 California Labor Code and California Industrial Welfare Commission Wage Orders; and

22 WHEREAS, Defendants expressly deny the allegations of wrongdoing and violations of  
23 law alleged in this Action and further deny any liability whatsoever to Plaintiff or to the Class  
24 Members; and

25 WHEREAS, without admitting any liability, claim or defense, the Parties determined that  
26 it was mutually advantageous to settle this Action and avoid the costs, delay, uncertainty and

27 <sup>1</sup> All capitalized terms appearing in this Order that are not defined herein shall have the meanings  
28 assigned to them in the Parties’ Settlement Agreement.

1 business disruption of ongoing litigation; and

2 WHEREAS, this Court granted approval of the PAGA Settlement and preliminary  
3 approval of the parties' Settlement in this Action on \_\_\_\_\_, 2020 ("Preliminary Approval  
4 Order"); and

5 WHEREAS, the Class Notice was sent to the Class Members in accordance with the  
6 Preliminary Approval Order; and

7 WHEREAS, a fairness hearing on the proposed Class Settlement having been duly held  
8 and a decision reached,

9 NOW, therefore, the Court grants final approval of the Class Settlement, and IT IS  
10 HEREBY ORDERED THAT:

11 1. The Court has jurisdiction over the subject matter of this Action, Defendants, and  
12 the Class Members.

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

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

27 4. The plan of distribution as set forth in the Settlement Agreement providing for the  
28 distribution of the Net Settlement Amount to Settlement Class Members is hereby finally

1 approved as being fair, reasonable, and adequate pursuant to Rule 23 of the Federal Rules of Civil  
2 Procedure.

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

6 “All current and former non-exempt employees who worked at any of Defendants’  
7 California distribution centers at any time between November 6, 2014 and June 2, 2020.”

8 6. As previously held in the Court’s Preliminary Approval Order, the Court appoints  
9 as Class Counsel, Lavi & Ebrahimian, LLP and Law Offices of Sahag Majarian.

10 7. The Court approves payment of a Class Representative Enhancement of \$7,500 to  
11 Plaintiff for his service to the Class, which shall be paid from, and not in addition to, the  
12 Maximum Settlement Fund.

13 8. The Court approves the payment of attorneys’ fees in the amount of \$1,500,000 to  
14 Class Counsel, which shall be paid from, and not in addition to, the Maximum Settlement Fund.

15 9. The Court also approves the additional payment of attorneys’ costs in the amount  
16 of \$ [REDACTED] to Class Counsel to reimburse them for their expenses, which shall be paid  
17 from, and not in addition to, the Maximum Settlement Fund.

18 10. The Court approves a payment of up to \$35,000 to the Settlement Administrator  
19 out of the Maximum Settlement Fund. Any portion of the payment to the Settlement  
20 Administrator that is unused will go to the Net Settlement Amount.

21 11. Any checks for Individual Settlement Payments that are not cashed within 180 days  
22 shall be transmitted to the California State Controller’s Office’s Unclaimed Property Division in  
23 the name of the Settlement Class Member.

24 12. All claims asserted in this Action are DISMISSED WITH PREJUDICE as to  
25 Plaintiff and the Settlement Class Members pursuant to the terms of the Settlement Agreement.  
26 Each party shall bear his, her or its own costs and attorneys’ fees, except as provided in the  
27 Settlement Agreement and as set forth above in this Order and as set forth in any other Order  
28

1 issued in response to the application by Class Counsel for an award of attorneys' fees, costs, and  
2 expenses, which hearings took place concurrently with the hearing for this Order.

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

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

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

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

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

24

25 IT IS SO ORDERED.

26

27 Dated: \_\_\_\_\_, 2020

28

\_\_\_\_\_  
THE HONORABLE WILLIAM B. SHUBB  
UNITED STATES DISTRICT COURT JUDGE