

**FULL AND COMPLETE CONFIDENTIAL SETTLEMENT
AGREEMENT AND RELEASE OF CLAIMS**

I.
PARTIES

This Full and Complete Confidential Settlement Agreement and Release of Claims (“Agreement”) is made and entered by and between Golnaz Kamali (“Plaintiff”), on the one hand, and Walgreen Co., and its parent and subsidiary companies (“Defendant”), on the other hand. Plaintiff and Defendant are sometimes collectively referred to herein as “the Parties.” This Agreement is effective as of the date it is executed by Plaintiff and the expiration of the revocation period set forth in Section III.A.10 below (“the Effective Date”).

II.
RECITALS

This general release of all claims is made with reference to the following facts:

1. Certain disputes and controversies have arisen between Plaintiff and Defendant.
2. Such disputes and controversies include, but are not limited to, the claims, demands and causes of action set forth by Plaintiff against Defendant, et al., in a lawsuit filed in the Riverside County Superior Court entitled Golnaz Kamali v. Walgreen Co., a Corporation, Case No. BC633041, which was removed to the USDC Central District of California, Case No. 2:16-cv-08662 BRO (AGRx) (“Complaint”).
3. Defendant has denied and continues to deny any liability to Plaintiff.
4. It is the intention of Plaintiff and Defendant to settle and dispose of, fully and completely, any and all claims, demands and causes of action by Plaintiff heretofore or hereafter arising out of, connected with, or incidental to the dealings between Plaintiff and Defendant prior to the effective date of this Agreement.

III.
AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

A. PLAINTIFF AGREES:

1. Dismissal of Complaint and Waiver of Costs and Attorneys’ Fees: Within five business days of receipt of the settlement payments described in paragraph III.B.1 of this Agreement (“Settlement Payments”), Plaintiff shall provide Defendant with an executed stipulation and proposed order requesting dismissal of the entire Complaint.

PLAINTIFF TRIAL
EXHIBIT
P-28435_00001

prejudice pursuant to FRCP 41(a)(1)(A)(ii). However, the Parties understand that a separate court order may be required to dismiss Plaintiff's PAGA claim as discussed in paragraph III.A.4. Except as set forth herein, the Parties shall bear their own costs and attorneys' fees.

2. General Release: Plaintiff hereby releases Defendant, and its present and former agents, principals, employees, Defendant's partners, parent entities, subsidiaries, and Defendant's affiliates, successors in interest, predecessors, assigns, directors, shareholders, officers, employees, attorneys, and representatives, from any and all claims, demands or causes of action which Plaintiff may own or hold at any time prior to the date of this Agreement. This Release includes, but is not limited to, any and all claims, demands or causes of action arising out of or in any way connected with Plaintiff's employment; the termination of Plaintiff's employment, Plaintiff's Complaint; any claim for wages, compensation, bonuses, or benefits for services rendered under the California Labor Code or the Fair Labor Standards Act; any claim under Title VII of the Civil Rights Act of 1964 or the California Fair Employment and Housing Act; any claim under the Americans with Disabilities Act; any claim under the Age Discrimination in Employment Act; any claim under the Family Medical Leave Act or the California Family Rights Act, any claim for personal injuries, damage to property, disability, physical or mental impairment, or any other federal, state or local law, regulation, ordinance or common law claim. This Release also includes, but is not limited to, any claim for negligent or intentional infliction of emotional distress, breach of contract, negligent supervision, hiring or retention, defamation, wrongful termination in violation of public policy, or any other claim, however styled, relating to or arising out of Plaintiff's employment with Defendant.

3. Waiver of California Civil Code Section 1542: Plaintiff waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code which provides:

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

For purposes of this waiver the terms "creditor," "his" "her" and "him" as used in the above-quoted language of the California Civil Code, Section 1542, are understood to refer to Plaintiff, and the term "debtor" is understood to refer to Defendant.

4. PAGA Release/Penalties. The Parties agree to a reasonable allocation of \$1,000.00 for PAGA penalties. The 75% (\$750.00) will be paid to the LWDA by Plaintiff. The Parties will make reasonable and diligent efforts to assist in garnering court approval of the PAGA allocation and to follow the requirements specified in Labor Code sections 2698-2699.5 (rev. June 27, 2016), if applicable. If for any reason the court increases the PAGA penalty, Plaintiff will be solely responsible for payment under this agreement of an amount not exceeding \$10,000.00 (the maximum penalty).

Defendant agrees not to argue for a PAGA allocation of more than \$1,000.00 and maintains it is not liable for any PAGA penalties. By signing this Agreement, and subject to court approval (if needed) Plaintiff is releasing any and all claims raised or that could have been raised under PAGA and any and all claims to pursue civil penalties, including any right to pursue a representative action on behalf of other alleged aggrieved employees or any other releasee of Defendant (as defined in Paragraph 2), as a condition of this Agreement. Plaintiff further agrees to indemnify and hold harmless Defendant from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity if Plaintiff fails to pay the agreed amount of the PAGA payment. Being that Plaintiff has agreed to pay the PAGA penalties as ordered, this agreement can become effective prior to the dismissal of the PAGA claim.

5. Excluded Claims/Waiver: Excluded from the Release set forth herein are any claims for breach of this Agreement, and any claims that cannot be waived by law, including but not limited to the right to file a charge with, or participate in an investigation conducted by, the Equal Employment Opportunity Commission (“EEOC”), the Department of Fair Employment and Housing (“DFEH”), the National Labor Relations Board (“NLRB”); the Occupational Safety and Health Administration (“OSHA”), the Securities Exchange Commission (“SEC”), or any other federal state or local governmental agency or commission. Plaintiff understands that this Agreement does not limit Plaintiff’s ability to communicate with any government agencies or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information. Plaintiff waives, however, her right to any monetary recovery or other relief should any agency pursue claims on Plaintiff’s behalf that arose on or before the date of this Agreement to the maximum extent permitted by law.

6. Obligation with Respect to Taxes on Settlement Payments: Defendant will issue an IRS Form W-2 for the portion of the Settlement Payments allocated to wages and an IRS Form 1099 for those portions allocated to non-economic damages, subject to applicable law and regulations. Neither Defendant nor any of its employees, agents, or representatives makes any warranty or representation to Plaintiff regarding the tax consequences of the payments to Plaintiff, including any warranty or representation as to whether the taxing authorities will concur with the Parties’ view of the payments as non-economic compensatory damages to Plaintiff. Plaintiff agrees to pay taxes, if any, which are required by law to be paid with respect to the amount received under this Agreement. Plaintiff further agrees to indemnify and hold harmless Defendant from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against Defendant for any amount of income taxes, fines, penalties, and interest owed by Plaintiff for payments she received under the Agreement.

7. Non-Disparagement: Plaintiff shall not, directly or indirectly, publish or disseminate to any individual or entity any information that is critical or derogatory of Defendant, or its current or former employees, officers, directors, agents and representatives.

8. No Right to Re-Employment: Plaintiff agrees she has not and will not apply for re-employment with Defendant. Plaintiff understands that if Plaintiff applies for re-employment or subsequently becomes employed by Defendant, then Defendant shall have the absolute right to deny Plaintiff any employment, and/or terminate Plaintiff upon finding out about the same. Plaintiff shall have no recourse for such denial and/or termination.

9. Confidentiality: Plaintiff agrees to keep the fact of this Agreement completely confidential and agrees that she will not hereafter disclose any information concerning this Agreement to any person, firm, corporation or other entity with the sole and exclusive exceptions of (a) any governmental agency or court as required by law; (b) Plaintiff's spouse, or domestic partner, if applicable; or (c) Plaintiff's accountants or attorneys as required only for the rendition of professional services, so long as such spouse, accountants or attorneys are informed of this confidentiality provision and agree to abide by its terms.

In response to any inquiries about the matter, Plaintiff may only say that "the matter has been resolved." In the event that Plaintiff violates this confidentiality provision and Defendant is able to prove the same, Plaintiff shall be liable to Defendant for liquidated damages in the amount of Ten Thousand Dollars (\$10,000) per breach, provided, however that the total amount of liquidated damages cannot exceed the amount Plaintiff receives pursuant to Sections B.1(a) and (b) below. Plaintiff and Defendant represent and agree that the liquidated damages provision contained in this paragraph is fair and reasonable in light of the fact that the actual damages that would be suffered as the result of any such breach of this confidentiality provision would be difficult to ascertain. If a dispute arises regarding breach of this confidentiality provision, the prevailing party will be entitled to recover her/its reasonable attorneys' fees and costs.

10. Right to Review and Revoke Agreement. Plaintiff acknowledges that she has been given a period of twenty-one (21) days to consider whether to sign this Agreement, and that she can use as much or as little of this period as she chooses. Plaintiff further acknowledges that she has freely elected to sign this Agreement on the date set forth below. This Agreement shall be revocable by Plaintiff for the seven (7) day period following her signing of this Agreement. Revocation must be made by delivery of written notice to: Leslie H. Helmer, Bryan Cave, 120 Broadway, Suite 300, Santa Monica, California 90401. For the revocation to be effective, written notice must be received no later than the seventh calendar day after Plaintiff signs this Agreement. If Plaintiff revokes this Agreement, it shall not be effective in any respect, and Defendant shall have no obligation to provide to Plaintiff the Settlement Payments set forth in paragraph III.B.1 below. If Plaintiff does not revoke this Agreement in accordance with this paragraph III.A.10, it shall be enforceable and irrevocable.

B. DEFENDANT AGREES:

1. Settlement Payments: In consideration of Plaintiff's promises herein, and payable within fifteen (15) days of Defendant's receipt of the executed Agreement signed by Plaintiff and receipt of the W-9's from Plaintiff and Plaintiff's counsel, Defendant agrees to pay Plaintiff a settlement payment in the gross amount of

\$437,500.00, inclusive of all attorneys' fees and costs. This payment is to be allocated as follows (the "Settlement Payments"):

(a) A check shall be issued to Plaintiff in the amount of One Hundred Fifty-Seven Thousand Five Hundred Dollars (\$157,500.00). This amount is payment for Plaintiff's alleged emotional distress claims. No taxes shall be withheld from such amount and a 1099 shall issue to Plaintiff for this payment; and

(b) A check in the amount of One Hundred Five Thousand Dollars (\$105,000.00) shall be issued to Plaintiff which shall be allocated to Plaintiff's alleged wage loss claim, which will be subject to payroll withholding at the rate required for supplemental income (25% federal and 6.6% state) and for which a W-2 shall be issued to Plaintiff; and

(c) A check in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) shall be issued to Plaintiff's attorney, Clark Employment Law, APC, Tax ID Number 80-0877291. No taxes shall be withheld from such amount and a 1099 shall be issued to Plaintiff and Plaintiff's counsel for this payment.

Plaintiff agrees to indemnify and hold Defendant harmless for any tax consequences or other legal obligation arising from or related to the payments set forth in subsections (a) and (c). The Settlement Payments shall be mailed via overnight delivery to Tyler F. Clark, Clark Employment Law, APC, 16000 Ventura Boulevard, Suite 850, Encino, CA 91436.

2. Reference Requests/Resignation. Defendant agrees that in response to any reference request by a future employer, Defendant shall only confirm Plaintiff's dates of employment and position held, and, if authorized by Plaintiff, Plaintiff's last rate of pay with Defendant. Plaintiff's termination will be coded as a resignation. All reference inquiries should be directed to The Work Number at 1-800-367-5690.

IV. MUTUAL CONDITIONS

1. Denial of Liability: This Agreement affects the settlement of claims which are denied or contested. Nothing contained herein shall be construed as an admission by Defendant of any liability of any kind to Plaintiff, which liability Defendant has denied and continues to deny.

2. Advice of Counsel/Finality of Agreement: The Parties have consulted with an attorney in this action, have been given a reasonable opportunity to consider the Agreement, are fully advised as to the finality of said Agreement and intend to be bound by it. The Parties hereto recognize that they may be mistaken as to the facts or law upon which they may be relying in executing this Agreement and settling their disputes and that such facts or law may be other than or different from their present beliefs. Nonetheless, the Parties hereto, in order to settle this matter, intend to and do

hereby waive any and all claims, demands and causes of action, heretofore described, whether such claims, demands and causes of action are known or unknown.

3. Authority of the Parties: Each of the Parties signing this Agreement represents to the other Party that she/it has the authority to do the things and to release the claims, demands and causes of action which are purported to be released herein and that none of said powers or of said claims, demands or causes of action have been previously assigned to or are owned by any other person or entity.

4. Integration/Entire Agreement: This Agreement is the entire Agreement between the Parties regarding the subject matter herein. Defendant has made no promises to Plaintiff other than those set forth in this Agreement. With respect to the subject matter of this Agreement, no promise by any party, or by any officer, partner, attorney or agent of any party which is not expressly contained in the Agreement shall be binding or valid on that party. Any modifications, alterations or amendments to the Agreement shall be void and of no force or effect unless in writing and signed by all Parties hereto.

5. Execution of Documents: Each Party hereto agrees to take, forthwith, whatever steps, and to execute whatever documents may be necessary to complete and consummate this Agreement.

6. Severability: The Parties hereto recognize that if, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and such severance will not affect the validity of the remainder of the Agreement.

7. Choice of Law: This Agreement shall be construed in accordance with and shall be governed by the laws of the State of California.

8. Enforcement of Agreement: Any Party to this Agreement may bring an action for breach of this Agreement, or to enforce her/its rights hereunder. The Parties agree that they each may enforce this Settlement Agreement and Mutual General Release pursuant to, among other things, California Code of Civil Procedure section 664.6, and Plaintiff and Defendant agree that the Court shall retain jurisdiction for enforcement of this Settlement Agreement and Mutual General Release.

9. Construction of Agreement: Plaintiff and Defendant have cooperated in the drafting and preparation of this Agreement and, in any construction to be made of this Agreement, it shall not be construed against any party.

10. Execution in Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original as against any party whose signature appears on it, and each of which shall together constitute one and the same

instrument. This Agreement shall become binding when or more of its counterparts, individually or taken together, shall bear the signatures of each of the Parties reflected below as the signatories.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND ARE VOLUNTARILY ENTERING INTO IT WITH THE INTENTION OF RELINQUISHING ALL CLAIMS AND RIGHTS, KNOWN AND UNKNOWN, OTHER THAN THOSE SPECIFICALLY SET FORTH IN THIS AGREEMENT.

PLAINTIFF



Golnaz Kamali

Date: 7/3/17

DEFENDANT

By: 

Jodi Karpel, Senior Counsel,
Employment Law, Walgreens

Date: 07.03.17

APPROVED AS TO FORM ONLY:

CLARK EMPLOYMENT LAW, APC



Tyler F. Clark
Attorneys for Plaintiff, Golnaz Kamali

Date: 7-3-17

BRYAN CAVE LLP

Leslie H. Helmer
Attorneys for Defendant, Walgreen Co.

Date: _____