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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 FOR THE COUNTY OF MERCED
15

16 SERENA PELLEGRINO, on behalf of herself
and others similarly situated,

17
18 Plaintiffs,

19 v.

20 CVS PHARMACY, INC., a Rhode Island
corporation; CORAM SPECIALTY INFUSION
21 SERVICES, L.L.C., a Delaware limited liability
company; and DOES 1 through 100, inclusive,

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23 Defendants.
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FILED

2024 SEP - 4 AM 11:21

CLERK OF THE SUPERIOR COURT
BY  DEPUTY

Case No.: 22CV-03434

Assigned for all purposes to:
Hon. Brian L. McCabe, Dept. 8

CLASS ACTION

FINAL ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT, ATTORNEYS' FEES AND COSTS, AND CLASS REPRESENTATIVE'S SERVICE ENHANCEMENT PAYMENT

Final Approval Hearing
Date: September 4, 2024
Time: 8:15 a.m.
Dept. 8

1 **WHEREAS**, this matter came on for hearing on September 4, 2024, at 8:15 a.m. before the
2 Honorable Brian L. McCabe in Department 8 of the Merced County Superior Court, located at 627
3 W. 21st Street, Merced, California 95340, upon the motion of Plaintiff Serena Pellegrino ("Plaintiff"
4 or "Class Representative") for final approval of the settlement set forth in the Class and PAGA
5 Action Settlement Agreement and Release ("Settlement Agreement") (attached as **Exhibit A** to the
6 Declaration of Anthony J. Orshansky filed in support thereof). Full and adequate notice having been
7 given to the Class as required in the Court's Preliminary Approval Order, and the Court having
8 considered all papers filed and proceedings held herein and otherwise being fully informed and good
9 cause appearing therefore,

10 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that:

11 1. Capitalized terms not otherwise defined herein shall have the same meaning as set
12 forth in the Settlement Agreement.

13 2. The Court has jurisdiction over this matter.

14 3. The Court finds that this action is properly maintained as a class action, for settlement
15 purposes only, pursuant to Code of Civil Procedure section 382 and California Rules of Court, Rule
16 3.769.

17 4. For settlement purposes only, "Participating Class Member(s)" or "Settlement Class
18 Member(s)" shall mean:

19 All current and former employees classified as exempt under the outside sales
20 exemption who worked for Coram Specialty Infusion Services, LLC in the State of
21 California during the Class Period,¹ who have not submitted a timely and valid
request for exclusion from the settlement.

22 5. After distribution of the Notice of Proposed Class Action Settlement ("Class
23 Notice"), and a sixty (60) day period to submit disputes, requests for exclusion, or objections, the
24 Settlement Administrator reports that response from the Class Members resulted in no objections
25 and no requests for exclusion.

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28 ¹ "Class Period" is defined as the period beginning on October 21, 2018 and ending on August 21,
2023.

1 6. CounselOne, PC and W Employment Law, APC are appointed Class Counsel.

2 7. Plaintiff is appointed Class Representative.

3 8. The Court approves CPT Group, Inc. as the Settlement Administrator.

4 9. The Court finds that the Class Notice as mailed to Class Members by the Settlement
5 Administrator was the best notice practicable under the circumstances. The Class Notice provided
6 adequate notice of the proceedings and of the matters set forth therein, including the proposed terms
7 of settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said
8 Class Notice fully satisfied the requirements of the law and the requirements of due process.

9 10. The Court finds that the Settlement Agreement is fair, adequate, and reasonable to
10 the Participating Class Members and PAGA Employees, is in the best interest of the Participating
11 Class Members and PAGA Employees, has been entered into in good faith, and should be finally
12 approved. More specifically, the Court finds that the settlement was reached following meaningful
13 discovery and investigation conducted by Class Counsel, that the settlement is the result of
14 informed, adversarial, and arm's-length negotiations between the Parties, and that the terms of the
15 settlement are fair, adequate, and reasonable. In so finding, the Court has considered all of the
16 evidence presented, including evidence regarding the strength of the Plaintiff's case, the risk,
17 expense, and complexity of the claims presented, the likely duration of further litigation, the amount
18 offered in the settlement, the extent of investigation and discovery completed, and the experience
19 and views of Class Counsel. The Court considers the absence of any objections as a favorable
20 response from Class Members. The settlement represents a fair resolution of all claims asserted on
21 behalf of Plaintiff, Participating Class Members, and PAGA Employees, and fully and finally
22 resolves all such claims.

23 11. The Court hereby approves the settlement set forth in the Settlement Agreement and
24 finds that it is, in all respects, fair, adequate, and reasonable, and directs the Parties and the
25 Settlement Administrator to effectuate the settlement according to its terms. The Court finds that
26 the settlement has been reached as a result of intensive, serious and non-collusive arm's-length
27 negotiations. The Court finds that the Parties have conducted extensive investigation and research,
28 and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also

1 finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay
2 and risks that would be presented by the further prosecution of this action. The Court has noted the
3 significant benefits to Participating Class Members and PAGA Employees under the settlement.

4 12. Effective on the date when Defendants fully fund the entire Gross Settlement
5 Amount (including all employer payroll taxes on the wage portion of the Class Settlement
6 Payments), and except as to such rights or claims as may be created by the Settlement, Plaintiff and
7 all Participating Class Members release Defendants CVS Pharmacy, Inc., Coram Specialty Infusion
8 Services, LLC, and their affiliates, divisions, subsidiaries, parents, predecessors, any merged entity
9 or merged entities and/or its or their present and former officers, partners, directors, managers,
10 supervisors, employees, attorneys, agents, shareholders and/or successors, assigns, trustees, heirs,
11 administrators, executors, representatives and/or principals thereof ("Released Parties") from the
12 Released Class Claims. Released Class Claims include all wage and hour claims, rights, demands,
13 liabilities and causes of action of every nature and description made or which could have been made
14 on behalf of Class Members based on the facts or claims plead in the operative Complaint which
15 occurred during the Class Period , including, but not limited to, claims based on the following
16 categories of allegations during the Class Period: (a) all claims for unpaid minimum wages; (b) all
17 claims for unpaid overtime; (c) all claims for meal period violations; (d) all claims for rest period
18 violations; (e) all claims for failure to provide accurate, itemized, or otherwise proper wage
19 statements; (f) all claims for failure to timely pay wages during employment, including at or after
20 termination of employment; (g) all claims for failure to reimburse business expenses; (h) all claims
21 for failure to maintain accurate and complete payroll records; (i) all claims asserted through
22 Business and Professions Code section 17200 et seq. arising out of the aforementioned claims; (j)
23 all claims asserted through Labor Code section 2699 et seq. (the Private Attorneys General Act of
24 2004 ("PAGA")) arising out of the aforementioned claims; (k) all other claims for penalties,
25 liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, equitable
26 relief, or additional damages that allegedly arise out of the aforementioned claims. The Released
27 Class Claims specifically include claims arising under the California Labor Code, including, without
28 limitation, sections 90.5, 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174,

1 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698-2699.5, Business and
 2 Professions Code section 17200 et seq., Civil Code sections 3287, subdivision (b), and 3289, and
 3 Code of Civil Procedure section 1021.5, and any derivative claims based on such alleged violations,
 4 including those under any applicable California Industrial Welfare Commission Wage Order. The
 5 time period of this release is the Class Period (again, October 21, 2018 through August 21, 2023).

6 13. Effective on the date when Defendants fully fund the entire Gross Settlement
 7 Amount (including all employer payroll taxes owed on the wage portion of the Class Settlement
 8 Payments), Plaintiff, on behalf of herself, the State of California and all PAGA Employees, release
 9 the Released Parties from the Released PAGA Claims. No PAGA Employee may opt out of this
 10 release. The Released PAGA Claims include all claims against Defendants during the PAGA Period
 11 seeking civil penalties under PAGA that Plaintiff in her capacity as proxy for the State of California,
 12 the LWDA, and as a private attorney general acting on behalf of herself and the PAGA Employees,
 13 stated or could have been stated based on the facts alleged in the Action based on the allegations in
 14 the Complaint and LWDA Notice, including but not limited to claims for PAGA civil penalties
 15 based on the Class Claims, and that occurred during the PAGA Period (again, March 3, 2021 through
 16 August 21, 2023).

17 14. The Court orders that, upon the date of final approval by the Court of this settlement,
 18 the settlement shall be the exclusive remedy for any and all released claims as to each and every
 19 Participating Class Member and PAGA Employee.

20 15. The Court orders that Defendants CVS Pharmacy, Inc. and Coram Specialty Infusion
 21 Services, LLC ("Defendants") pay the Gross Settlement Amount of \$300,000, as provided for in the
 22 Settlement Agreement. Pursuant to the terms of the Settlement Agreement, the employer's share of
 23 payroll taxes for the portion of the Net Settlement Amount allocated to wages shall be paid by
 24 Defendants separately from, and in addition to, the Gross Settlement Amount. The Gross Settlement
 25 Amount shall be inclusive of all settlement payments to Participating Class Members, Service
 26 Enhancement payment to the Class Representative, Settlement Administration Expenses Payment,
 27 Attorneys' Fees and Costs to Class Counsel, and PAGA Payment, including payment to PAGA
 28 Employees and to the LWDA for civil penalties pursuant to statute.

1 16. The requested award of attorneys' fees to Class Counsel in the amount of \$105,000
2 is approved as fair, adequate, and reasonable. The amount will be split between Class Counsel as
3 follows: fifty percent (50%) to CounselOne, PC, and twenty percent (20%) to W Employment Law,
4 APC, with the remaining thirty percent (30%) to be allocated pro rata based on the percentage of
5 each firm's lodestar to the total lodestar of both firms.

6 17. The requested award of costs in the amount of \$12,044.63 to Class Counsel for
7 reimbursement of their actual litigation expenses is approved as fair, adequate, and reasonable.

8 18. The Service Enhancement payment to the Class Representative in the amount of
9 \$10,000 is approved as fair and reasonable compensation for the Class Representative's efforts in
10 initiating this action, the time and effort involved, the benefits conferred on the Participating Class
11 and PAGA Employees, and the risks assumed by her.

12 19. The Court finds that the PAGA Payment—of which 75% (or \$30,000) is allocated
13 for payment to the LWDA for civil penalties pursuant to statute, and 25% (or \$10,000) is to be
14 distributed to PAGA Employees—is fair, adequate, and reasonable, and orders the Settlement
15 Administrator to distribute this payment in conformity with the terms of the Settlement Agreement.

16 20. The Court approves the Settlement Administration Expenses to the Settlement
17 Administrator, CPT Group, Inc., in the amount of \$19,500 for reimbursement of its actual costs for
18 the notification and settlement administration services it performed in connection with this action.

19 21. Within seven (7) court days after Defendants fully fund the Gross Settlement
20 Amount, the Settlement Administrator shall distribute payments as follows: (i) Service
21 Enhancement payment to the Class Representative; (ii) payment of the LWDA Payment to the
22 LWDA; (iii) payment of Class Settlement Payments to Participating Class Members; (iv) payment
23 of each PAGA Employee's portion of the PAGA Employee Payment; (v) payment of Class
24 Counsel's Attorneys' Fees and Costs; and (vi) payment of Settlement Administration Expenses.

25 Based on the foregoing Order the Court enters the following Judgment:

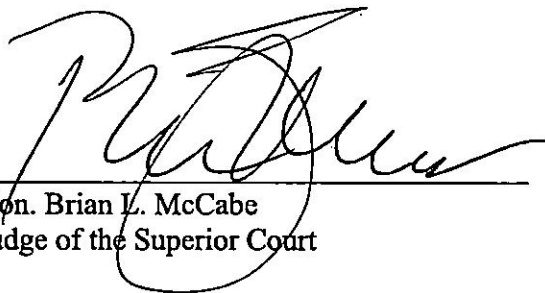
26 **Judgment**

27 Judgment is hereby entered pursuant to California Rules of Court, Rule 3.769(h). Without
28 affecting the finality of this Order and further pursuant to Rule 3.769(h), the Court retains exclusive

1 and continuing jurisdiction over the litigation for purposes of supervising, implementing,
2 interpreting, and enforcing this Order and the Settlement Agreement.

3
4 **IT IS SO ORDERED.**

5 **SEP 04 2024**
6 Dated: _____

7 
Hon. Brian L. McCabe
Judge of the Superior Court