

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

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6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

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11 Website: www.bamlawca.com

12 Attorneys for Plaintiff

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

15 MATTHEW TRAVIS, an individual, on
16 behalf of himself and on behalf of all
17 persons similarly situated,

18 Plaintiff,

19 vs.

20 ALTO PHARMACY LLC, a Limited
21 Liability Company; DOES 1 through 50,
22 inclusive,

23 Defendants.

Case No. CGC-22-601836

[Consolidated with Case No. CGC-22-601841]

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: March 21, 2024

Hearing Time: 9:30 a.m.

[Hearing scheduled by Order dated November 2, 2023]

Judge: Hon. Richard B. Ulmer

Dept: 302

Action Filed: September 16, 2022

Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on March 21, 2024, the Court entered the
3 Order Granting Motion for Final Approval and the Judgment in the above entitled action. A
4 true and correct copy of the Order Granting Motion for Final Approval is attached hereto as
5 Exhibit #1. A true and correct copy of the Judgment is attached hereto as Exhibit #2. The
6 Order Granting Motion for Final Approval and the Judgment were also served on the
7 LWDA pursuant to the Proof of Service below.

8 Respectfully submitted,

9
10 Dated: March 21, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

11 By: /s/ Kyle Nordrehaug
12 Kyle R. Nordrehaug
13 Attorneys for Plaintiff
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

On March 21, 2024, I served the document(s) described as:

1. NOTICE OF ENTRY OF JUDGMENT

X **(BY ELECTRONIC SERVICE):** Pursuant to the provisions of CCP §1010.6, I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following confirmed e-mail addresses:

Jackson Lewis
Conor J. Dale
Mossamat N. Karim
50 California Street, 9th Floor
San Francisco, CA 94111-4615
Email(s): Conor.Dale@jacksonlewis.com ; Mossamat.Karim@jacksonlewis.com;
lauretta.adams@jacksonlewis.com

Attorney For Defendant

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X (State): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 21, 2024, at La Jolla, California.


Kyle Nordrehaug

EXHIBIT #1

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

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8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Website: www.bamlawca.com

11 Email: Kyle@bamlawca.com

12 Attorneys for Plaintiff

FILED

Superior Court of California
County of San Francisco

MAR 21 2024

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

MATTHEW TRAVIS, an individual, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

ALTO PHARMACY LLC, a Limited Liability
Company; DOES 1 through 50, inclusive,

Defendants.

Case No. **CGC-22-601836**

[Consolidated with Case No. CGC-22-601841]

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Date: March 21, 2024

Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer

Dept.: 302

Action Filed: September 16, 2022

Trial Date: Not set

1 On March 21, 2024, a hearing was held on the motion of Plaintiff Matthew Travis
2 (“Plaintiff”) for final approval of the Class Action and PAGA Settlement Agreement as modified
3 by the Amendment to the Class Action and PAGA Settlement Agreement (collectively the
4 “Agreement”) with Defendant Alto Pharmacy LLC (“Defendant”) and payments to the Plaintiff,
5 Class Counsel, Aggrieved Employees, the Labor and Workforce Development Agency (“LWDA”)
6 and the Administrator.

7 The parties have submitted their Agreement, which this Court preliminarily approved by
8 its November 2, 2023, order (“Preliminary Approval Order”). In accordance with the Preliminary
9 Approval Order, Class Members have been given notice of the terms of the Agreement and the
10 opportunity to comment on or object to it or to exclude themselves from its provisions.

11 Having received and considered the Settlement, the supporting papers filed by the parties,
12 and the evidence and argument received by the Court at the hearing before it entered the
13 Preliminary Approval Order and the final approval hearing on March 21, 2024, 2023, the Court
14 grants final approval of the Settlement, and HEREBY ORDERS as follows:

15 1. The certification of the Class is confirmed for the sole and exclusive purpose of
16 entering a settlement in this matter:

17 All individuals who were employed by Defendant in California on a non-
18 exempt basis at any time during the Class Period. The Class Period is
September 16, 2018 through July 3, 2023.

19 2. The Administrator received one (1) valid request for exclusion from the Class. The
20 individual who timely submitted a valid request for exclusion is: Karen Martin.

21 3. The Court confirms the appointment of Plaintiff as the Class Representative, and
22 Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug
23 Bhowmik De Blouw LLP as Class Counsel for the Class.

24 4. Pursuant to the Preliminary Approval Order, a Court Approved Notice of Class
25 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) was sent to each
26 Class Member by first-class mail. These papers informed Class Members of the terms of the
27 Settlement, their right to receive an Individual Class Payment, their right to comment on or object
28 to the Settlement or to opt-out of the Settlement and pursue their own remedies, and their right to

1 appear in person or remotely or by counsel at the Final Approval Hearing and be heard regarding
2 final approval of the Settlement. Adequate periods of time were provided by each of these
3 procedures to provide notice of their rights and time for Class Members to act with respect to these
4 rights. No Class Member objected to the Settlement as part of this notice process or stated an
5 intent to appear at the final approval hearing.

6 5. The Court finds and determines that this notice procedure afforded adequate
7 protections to Class Members and provides the basis for the Court to make an informed decision
8 regarding approval of the Settlement based on the responses of Class Members. The Court finds
9 and determines that the Class Notice provided in this case was the best notice practicable and it
10 satisfied the requirements of law and due process.

11 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
12 determines that the proposed Class, as defined in the definitions section of the Agreement and
13 Paragraph 1 herein, meets all the legal requirements for class certification, and it is hereby ordered
14 that the Class is finally approved and certified as a class for purposes of the Settlement.

15 7. The Court further finds and determines that the Gross Settlement Amount of One
16 Million Five Hundred Thousand Dollars (\$1,500,000) and the terms of the Settlement are fair,
17 reasonable, and adequate to the Class and to each Class Member. The Class Members who have
18 not opted-out will be bound by the Settlement. Aggrieved Employees (as defined in the Agreement
19 as all individuals who were employed by Defendant in California and classified as a non-exempt
20 employee at any time during the PAGA Period which is September 16, 2021 through July 3, 2023
21 will be subject to the release of the Released PAGA Claims as set forth in the Agreement, and will
22 be sent an Individual PAGA Payment, regardless of whether they opt-out of the Class. The
23 Settlement is ordered finally approved, and all terms and provisions of the Settlement should be
24 and hereby are ordered to be consummated. Defendant shall fully fund the Gross Settlement
25 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes in
26 accordance with the Agreement, by transmitting the funds to the Administrator no later than 14
27 days after the Effective Date as provided by the Agreement.

1 8. The Court finds and determines that the Individual Class Payments to be paid to
2 the Participating Class Members, as provided for by the Agreement, are fair and reasonable. The
3 Court hereby grants final approval to and orders the payment of those amounts to be made to the
4 Participating Class Members out of the Net Settlement Amount in accordance with the Agreement.

5 9. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
6 Code §§ 2699(1)(2), (1)(4), the LWDA has been given notice of the Settlement. Pursuant to PAGA,
7 on the date the parties filed the motion seeking approval of the Settlement with the Court, Plaintiff
8 served the LWDA with the motion which included a copy of the Agreement. The Court finds and
9 determines that the notice of the Settlement complied with the statutory requirements of PAGA.

10 10. The Court finds and determines that the resolution of the Released PAGA Claims
11 and the PAGA Penalties of Thirty Thousand Dollars (\$30,000), which includes payment to the
12 LWDA of \$22,500 as its share of the settlement of civil penalties and the allocation of \$7,500 to
13 the Aggrieved Employees, in this case is fair, reasonable, and appropriate. The Court hereby
14 grants approval of the resolution of the PAGA claims and orders that the PAGA Penalties be paid
15 out of the Gross Settlement Amount and allocated in accordance with the Agreement.

16 11. The Court finds and determines that the fees and expenses of ILYM Group in
17 administering the settlement, in the amount of \$16,510.64, are fair and reasonable. The Court
18 hereby grants final approval to such amount and orders that the payment of approximately that
19 amount be paid out of the Gross Settlement Amount in accordance with the Agreement.

20 12. In addition to any recovery that Plaintiff may receive from the Net Settlement
21 Amount and PAGA Penalties, and in recognition of the Plaintiff's efforts on behalf of the Class,
22 and the risks he undertook, the Court hereby approves the payment of the Class Representative
23 Service Payment to Plaintiff in the amount of \$10,000. The Class Representative Service Payment
24 shall be paid from the Gross Settlement Amount.

25 13. Pursuant to the authorities and argument presented to the Court, the Court approves
26 the payment of attorneys' fees to Class Counsel in the sum of \$500,000, plus litigation expenses
27 in the amount of \$20,651.63. Said amounts shall be paid from the Gross Settlement Amount.

28 14. The parties are hereby ordered to comply with the terms of the Settlement.

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15. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

IT IS SO ORDERED.

Dated: 3/24/24

RLH
The Honorable Richard B. Ulmer
Judge of the Superior Court

EXHIBIT #2

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

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10 Website: www.bamlawca.com

11 Email: Kyle@bamlawca.com

12 Attorneys for Plaintiff

FILED
Superior Court of California
County of San Francisco

MAR 21 2024

CLERK OF THE COURT

By: [Signature]
Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

MATTHEW TRAVIS, an individual, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

ALTO PHARMACY LLC, a Limited Liability
Company; DOES 1 through 50, inclusive,

Defendants.

Case No. **CGC-22-601836**

[Consolidated with Case No. CGC-22-601841]

[PROPOSED] FINAL JUDGMENT

Hearing Date: March 21, 2024

Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer

Dept.: 302

Action Filed: September 16, 2022

Trial Date: Not set

1 The parties having settled this action and the Court having entered an Order Granting
2 Final Approval of Settlement and good cause appearing therefor,

3 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

4 1. Except as set forth in the Class Action and PAGA Settlement Agreement as
5 modified by the Amendment to the Class Action and PAGA Settlement Agreement (collectively
6 the "Agreement") and the Order Granting Motion for Final Approval of Class Action Settlement,
7 Plaintiff Matthew Travis ("Plaintiff"), and all members of the Class, shall take nothing by their
8 complaint(s) in this Action.

9 2. Without affecting the finality of this judgment in any way, pursuant to California
10 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
11 interpretation, administration, implementation, effectuation, and enforcement of this order and the
12 Settlement.

13 3. The Court finds that in consideration of Plaintiff's awarded Class Representative
14 Service Payment, and the other terms and conditions of the Settlement, as of the date the Defendant
15 Alto Pharmacy LLC ("Defendant") fully funds the Gross Settlement Amount and funds all
16 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff
17 generally releases and discharges the Released Parties from all claims, transactions, or occurrences
18 that occurred during the Class Period as fully set forth in the Agreement. The Released Parties
19 are: Defendant and each of its former and present directors, officers, shareholders, owners,
20 attorneys, insurers, predecessors, including ScriptDash, Inc., d/b/a Alto Pharmacy, successors,
21 assigns and subsidiaries

22 4. The Court finds that in consideration for their Individual Class Payments, effective
23 on the date when Defendant fully funds the entire Gross Settlement Amount and funds all
24 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
25 Participating Class Members, on behalf of themselves and their respective former and present
26 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
27 Parties from the Released Class Claims. The "Released Class Claims" are all claims that were
28 alleged, or reasonably could have been alleged, based on the facts and claims stated in the

1 Operative Complaint which occurred during the Class Period, including the alleged failure to
2 timely pay all owed wages, minimum wages, and overtime wages, failure to provide compliant
3 meal periods and rest periods, failure to maintain and provide accurate payroll records, failure to
4 pay sick wages and violations of California Labor Code §§ 200, 201-204, 221, 223, 226, 226.3
5 226.7, 233, 246, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 510, 512, 2802, including the
6 alleged failure to reimburse cell phone expenses, internet expenses, and mileage, and relevant IWC
7 wage orders, and Business and Professions Code § 17200 *et seq.* Except as expressly set forth in
8 this Agreement, Participating Class Members do not release any other claims, including claims for
9 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
10 unemployment insurance, disability, social security, workers' compensation, or claims based on
11 facts occurring outside the Class Period.

12 5. The Court finds that in consideration for the approved PAGA Penalties payment,
13 effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds
14 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the
15 Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their
16 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
17 and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA
18 Claims" are claims for PAGA penalties that were alleged, or reasonably could have been alleged,
19 based on the facts and claims stated in the Operative Complaint and the operative, amended PAGA
20 Notice, which occurred during the PAGA Period, including PAGA penalties for failure to timely
21 pay all owed wages, minimum wages, and overtime wages, failure to provide compliant meal
22 periods and rest periods, failure to maintain and provide accurate payroll records, failure to pay
23 sick wages and alleged violations of California Labor Code §§ 200, 201-204, 221, 223, 226, 226.3
24 226.7, 233, 246, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 510, 512, 2802, including the
25 alleged failure to reimburse cell phone expenses, internet expenses, and mileage, and relevant IWC
26 wage orders, and Business and Professions Code § 17200 *et seq.* The Released PAGA Claims do
27 not include other PAGA claims, underlying wage and hour claims, claims for wrongful
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1 termination, discrimination, unemployment insurance, disability and worker's compensation, and
2 claims outside of the PAGA Period.

3 6. The Parties shall bear his, her, its or their own respective attorneys' fees and costs
4 except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of
5 Class Action Settlement, and this Judgment.

6 7. The Court enters final judgment in the Action in accordance with the Agreement
7 and this Order, subject to the Court's retention of continuing jurisdiction over the Action and the
8 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
9 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
10 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

11 8. Upon completion of administration of the settlement, the Administrator will
12 provide written certification of such completion to the Court and counsel for the parties. The Court
13 sets a compliance hearing date of 1/7/25, at 9:30 a.m., and the written
14 certification of the Administrator shall be filed no later than fourteen (14) days before this hearing.

15 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

16 Dated: 3/21/24

17 Ulmer
18 The Honorable Richard B. Ulmer
19 Judge of the Superior Court
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