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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 _____, 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: _____

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