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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]

**DECLARATION OF NORMAN BLUMENTHAL
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT AND
AWARD OF ATTORNEYS' FEES, COSTS AND
SERVICE AWARDS**

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 I, NORMAN B. BLUMENTHAL, declare as follows:

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiff Matthew Travis ("Plaintiff") in this matter. As such, I am
4 fully familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.
6 This declaration is being submitted in support to the Plaintiff's motion for final approval of the class
7 settlement, including attorneys' fees, costs and service award.

8 2. Over the course of the litigation, a number of attorneys in my firm have worked on this
9 matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm
10 resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases our
11 firm has undertaken are also set forth in Exhibit #1. The bulk of the attorneys involved in this matter at
12 Blumenthal Nordrehaug Bhowmik De Blouw LLP have had substantial class litigation experience in the
13 areas of employment class actions, unfair business practices and other complex litigation. The attorneys
14 at my firm have extensive experience in cases involving labor code violations and overtime claims. Class
15 Counsel has litigated similar overtime cases against other employers on behalf of employees, including
16 cases against Legoland, Walmart, Cigna, HealthNet, See's Candies, Securitas, Okta, Advanced Home
17 Health, El Pollo Loco, Total Renal, Panda Express, Walt Disney Resorts, Pharmaca, Nortek Security,
18 California Fine Wine, Solarcity, Walgreens, Space Exploration, Union Bank, Verizon, Apple, Wells
19 Fargo, Kaiser, Universal Protection Services, and California State Automobile Association. Class
20 Counsel have been approved as experienced class counsel during contested motions in state and federal
21 courts throughout California. It is this level of experience which enabled the firm to undertake the instant
22 matter and to successfully combat the resources of the defendants and their capable and experienced
23 counsel. Class Counsel have participated in every aspect of the settlement discussions and have
24 concluded the settlement is fair, adequate and reasonable and in the best interests of the Class.

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement and Stipulation
28 to Modify Agreement (collectively the "Agreement") of the parties is attached hereto as Exhibit #2.

1 Plaintiff and Defendant Alto Pharmacy LLC (“Defendant”) reached a full and final settlement of the
2 above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As
3 consideration for this Settlement, the Gross Settlement Amount is One Million Five Hundred Thousand
4 Dollars (\$1,500,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount
5 consists of the following elements: (1) payment of the Individual Class Payments to the Participating
6 Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
7 Administration Expenses Payment; (4) the Class Representative Service Payment to Plaintiff; and (5) the
8 PAGA Penalties payment. (Agreement at ¶ 1.22.)

9 (b) The Gross Settlement Amount does not include Defendant's share of payroll taxes.
10 (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant.
11 (Agreement at ¶ 3.1.)

12 (c) Within fourteen (14) days of the Effective Date, Defendant shall deposit the Gross
13 Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The “Effective Date” is the date by
14 when both the Court enters a Judgment on its Order Granting Final Approval of the Settlement and the
15 Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no
16 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (ii) if one or
17 more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice
18 of appeal from the Judgment; or (iii) if a timely appeal from the Judgment is filed, the day after the
19 appellate court affirms the Judgment and issues a remittitur. (Agreement at ¶1.19.) The distribution of
20 Individual Class Payments to Participating Class Members along with the other Court-approved
21 distributions shall be made by the Administrator within fourteen (14) days after Defendant fully funds
22 the Gross Settlement Amount. (Agreement at ¶ 5.1.)

23 (d) The amount remaining in the Gross Settlement Amount after the deduction of
24 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, Class
25 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses
26 Payment, and the Administration Expenses Payment (called the “Net Settlement Amount”) shall be
27 allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.) From
28 the Net Settlement Amount, the Individual Class Payment for each Participating Class Member will be

1 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
2 Participating Class Members during the Class Period and (b) multiplying the result by each Participating
3 Class Member's Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will initially be based on Defendant's
4 records; however, Class Members had the right to challenge the number of Workweeks.

5 (e) Class Members could opt-out of the Settlement by following the directions in the Class
6 Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who did not "opt out" are deemed Participating
7 Class Members who will be bound by the Settlement and will be entitled to receive an Individual Class
8 Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who submitted an opt-out
9 request, will still be paid their allocation of the PAGA Penalties and will remain subject to the release
10 of the Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).)
11 Finally, the Class Notice advised the Class Members of their right to object to the Settlement and/or
12 dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

13 (f) A Participating Class Member must cash his or her Individual Class Payment check
14 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180
15 days will be voided and any funds represented by such checks to the California Controller's Unclaimed
16 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
17 requirements of California Code of Civil Procedure Section 384, subd. (b). (Agreement at ¶ 5.4.)

18 (g) Subject to Court approval, the Parties have agreed on ILYM Group to administer the
19 settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator will be paid for
20 settlement administration in an amount not to exceed \$20,000. (Agreement at ¶ 3.2(c).) As set forth in
21 the Declaration of Nicole Bench at ¶ 18, the fees and costs incurred to-date, as well as anticipated fees
22 and costs for completion of the settlement administration, are \$16,510.64.

23 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded
24 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
25 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class
26 Counsel Litigation Expenses Payment in an amount not to exceed \$25,000. (Agreement at ¶ 3.2(b).)
27 Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 to the Plaintiff
28 as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of this request for

1 attorneys' fees, reimbursement of expenses and service award, Class Counsel is providing evidentiary
2 support, for these requests, including lodestar.

3 (i) Subject to Court approval, Thirty Thousand Dollars (\$30,000) will be paid from the
4 Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
5 Labor Code Section 2698, *et seq.* ("PAGA"). Pursuant to the express requirements of Labor Code §
6 2699(i), the PAGA Payment shall be allocated as follows: 75% (\$22,500) shall be allocated to the Labor
7 Workforce Development Agency ("LWDA") as its share of the civil penalties and 25% (\$7,500) allocated
8 to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the number
9 of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof
10 of service, the LWDA has been served with this motion and the Agreement.

11 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
12 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
13 settlement is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the
14 Settlement valued at \$1,500,000 is an excellent result for the Class. This result is particularly favorable
15 in light of the fact that liability and class certification in this case were far from certain in light of the
16 defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the
17 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
18 settlement is fair, reasonable and adequate, and should be finally approved.

19
20 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
21 dated November 2, 2023 ("Preliminary Approval Order"), the approved Class Notice has been
22 disseminated to the Class. On December 11, 2023, the Administrator mailed the Court-approved Class
23 Notice to the Class Members, which provided each class member with the terms of the Settlement,
24 including notice of the claims at issue and the financial terms of the settlement, including the attorneys'
25 fees, costs, and service award that were being sought, how individual settlement awards would be
26 calculated, and the specific, estimated payment amount to that individual. See Declaration of Nicole
27 Bench ("Bench Decl.") ¶7, Exh. A. In disseminating the notice, the Administrator followed the notice
28 procedures authorized by the Court in its Preliminary Approval Order. Significantly, there have been

1 no objections and only one (1) request for exclusion. Bench Decl. ¶¶11-14. As such, nearly the entire
2 Class will participate in the Settlement and will be sent a settlement check.

3 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other
4 Class Members were not properly paid all minimum and overtime wages for hours worked, were not
5 provided meal and rest periods, were not timely paid earned wages, were not provided reimbursement
6 for required expenses, were not provided accurate itemized wage statements, were not paid all wages at
7 the time of termination. The Action seeks unpaid wages, penalties, attorney fees, litigation costs, and
8 any other equitable or legal relief allegedly due and owing to Plaintiff and the other Class Members by
9 virtue of the foregoing claims.

10
11 6. Procedural History of the Litigation

12 (a) On June 9, 2022, Plaintiff filed with the LWDA and served on Defendant a notice under Labor
13 Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf
14 of Aggrieved Employees for various Labor Code violations, and on October 26, 2023, Plaintiff filed and
15 served an amended PAGA Notice, which is the operative PAGA Notice. A true and correct copy of these
16 PAGA Notices is attached hereto as Exhibit #3. On September 16, 2022, Plaintiff filed a class action
17 Complaint against Defendant in the Superior Court of the State of California, County of San Francisco.
18 This class action Complaint asserted class claims against Defendant for: (1) unfair competition in
19 violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of
20 California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in violation of
21 California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of
22 California Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal.
23 Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of
24 California Labor Code § 226; (7) failure to reimburse employees for required expenses in violation of
25 California Labor Code § 2802; and (8) failure to pay sick wages in violation of California Labor Code
26 §§ 201-204, 233, and 246.

27 (b) On September 16, 2022, Plaintiff filed a Representative Action Complaint in the Superior
28 Court of the State of California, County of San Francisco seeking civil penalties under the Labor Code

1 Private Attorneys General Act of 2004 ("PAGA") against Defendant. Plaintiff's Representative Action
2 Complaint alleged on cause of action for Civil Penalties for alleged violations of California Labor Code
3 §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194,
4 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision
5 5(A)-(B), and the applicable Wage Order(s).

6 (c) As part of the Agreement, on August 14, 2023, Plaintiff filed a First Amended Complaint that
7 consolidated the PAGA action into the Class Action. The First Amended Complaint shall be the
8 operative complaint in the Action (the "Operative Complaint").

9 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
10 production of documents, class data, and other information, allowing for the full and complete analysis
11 of liabilities and defenses to the claims in the Action. Plaintiff performed informal discovery, which
12 included the production and analysis of hundreds of pages of documents. The information for mediation
13 obtained by Plaintiff included: (1) data concerning the class (2) payroll data for the class and timekeeping
14 data; (3) Defendant's wage and hour policies and job descriptions; (4) the employment file for the
15 Plaintiff; and, (5) samples of wage statements provided by Defendant. As such, Class Counsel received
16 the data and information for the Class, which was sufficient for Plaintiff's expert to prepare the valuations
17 of the claims for the Class.

18 (e) Class Counsel has extensive experience in litigating wage and hour class actions in
19 California. The Parties have vigorously litigated the Actions since inception. During the course of
20 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and
21 Defendant have engaged in substantial research and investigation in connection with the Action. Class
22 Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action and
23 utilized an expert to perform an analysis of the data and valuation of the claims.

24 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior
25 to mediation, the Parties engaged in the above investigation and the exchange of documents and
26 information in connection with the Action. On May 3, 2023, the Parties participated in an all-day
27 mediation presided over by Jeff Ross, a respected and experienced mediator of wage and hour class
28 actions. Following the mediation, each side, represented by its respective counsel, were able to agree

1 to settle the Action based upon a mediator's proposal which was memorialized in a memorandum of
2 understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement.
3 At all times, the negotiations were arm's length and contentious.

4 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
5 kind associated with the claims alleged in the Actions and further deny that, for any purpose other than
6 settlement, the Actions are appropriate for class and/or representative treatment. Defendant contends,
7 among other things, that it has properly compensated the Class Members, and complied at all times with
8 the California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
9 Defendant contends that class certification is inappropriate for any reason other than for settlement.
10 Plaintiff contends that Defendant violated California wage and hour laws. Plaintiff further contends that
11 the Action is appropriate for class certification on the basis that the claims meet the requisites for class
12 certification. Without admitting that class certification is proper, Defendant has stipulated that the above
13 Class may be certified for settlement purposes only. (Agreement at ¶ 2.8.) The Parties agree that
14 certification for settlement purposes is not an admission that class certification is proper. Further, the
15 Agreement is not admissible in this or any other proceeding as evidence that the Class could be certified
16 absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the
17 requisites for establishing class certification with respect to the Class are satisfied.

18 (h) Class Counsel has conducted a thorough investigation into the facts of the class
19 action. Over the course of more than a year, Class Counsel diligently evaluated the Class Members'
20 claims against Defendant. Prior to the settlement negotiations, counsel for Defendant provided Class
21 Counsel with access to necessary information for the Class. In addition, Class Counsel previously
22 negotiated settlements with other employers in actions involving nearly identical issues and analogous
23 defenses. Based on the foregoing data and their own independent investigation, evaluation and
24 experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the
25 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
26 facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and
27 potential appellate issues.

1 7. History of Settlement Discussions

2 (a) This Settlement is the result of extensive and hard-fought litigation as well as negotiations
3 before an experienced and well-respected mediator. Defendant has expressly denied and continues to
4 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and
5 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
6 Class Claims in accordance with this Settlement. Class Counsel are experienced and qualified to evaluate
7 the class claims, the viability of the defenses asserted, and the risks and benefits of trial and settlement,
8 and Class Counsel are experienced in wage and hour class actions, as Class Counsel has previously
9 litigated and certified similar claims against other employers.

10 (b) The Parties attended an arms-length mediation session with Jeff Ross, a respected and
11 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
12 for the mediation, Defendant provided Class Counsel with necessary information for the members of the
13 Class, including time punch data, payroll data and information concerning the composition of the Class.
14 Plaintiff analyzed the data with the assistance of damages expert, Berger Consulting, and prepared and
15 submitted a mediation brief and damage valuation to the Mediator. Following this all-day mediation, the
16 Parties agreed to this Settlement.

17 (c) From June of 2023 to August of 2023, the Agreement and exhibits thereto were finalized and
18 executed, and then presented by motion to this Court for preliminary approval. Before the hearing on
19 the motion for preliminary approval, the Parties executed an Amendment to the Agreement to more
20 clearly memorialize the terms of the Settlement. On November 2, 2023, the Court's Order granted
21 preliminary approved of the settlement as fair and reasonable to the Class.

22 (d) Plaintiff and Class Counsel believe that this settlement is fair, reasonable and adequate. In
23 my judgment as experienced Class Counsel, this Settlement should be finally approved.

24
25 8. The outcome of this case would have been uncertain and fraught with risks.

26 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
27 Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied with all
28 applicable Labor laws. Defendant argued that all work time was properly recorded and paid for and that

1 there was no miscalculation of the regular rate. Defendant contends that its meal and rest period policies
2 fully complied with California law and Defendant did not fail to provide the opportunity for legally
3 required meal and rest breaks. Defendant established that significant meal period premiums were paid,
4 which could be argued established the lawfulness of their practices. As to expenses reimbursement,
5 Defendant contended that it did not fail to provide reimbursement for necessary business expenses and
6 that there were no such expenses that had not already been reimbursed or that claimed expenses were
7 incurred voluntarily and/or for the convenience of employees and is therefore not required
8 reimbursement. Defendant argued that the decisions in *Brinker v. Superior Court*, 53 Cal. 4th 1004
9 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See's*
10 *Candy Shops Inc.*, 64 Cal.App.5th 85 (2021), weakened Plaintiff's claims, on liability, value, and class
11 certifiability as to the meal and rest period claims. Defendant also argues that based on its facially lawful
12 practices, it acted in good faith and without willfulness, which if accepted would negate the claims for
13 waiting time penalties and/or inaccurate wage statements. If successful, Defendant's defenses could
14 eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that these defenses
15 could be overcome, Defendant maintains these defenses have merit and therefore present a serious risk
16 to recovery by the Class.

17 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
18 to obtain class certification and thereby not recover on behalf of any employees other than himself.
19 Defendant argued that the individual experience of each putative class member varied with respect to the
20 claims. Defendant could also contest class certification by arguing injury and good faith were
21 case-by-case determinations that precluded class certification. Plaintiff is aware of other cases where
22 class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885
23 (2019) (denying certification of rest break claims). Finally, even if class certification was successful, as
24 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
25 4th 1 (2014), there are significant hurdles to overcome for a class wide recovery even where the class has
26 been certified. While other cases have approved class certification in wage and hour claims, class
27 certification in this action would have been hotly disputed and was by no means a foregone conclusion.
28

1 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
2 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of
3 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to
4 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
5 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
6 an uncertain result three or more years in the future. Plaintiff and Class Counsel recognize the expense
7 and length of a trial against Defendant through possible appeals which could take at least another two
8 or three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,
9 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the
10 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
11 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery
12 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Plaintiff and
13 Class Counsel believe that the Settlement confers substantial benefits upon the Class. Based upon their
14 evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in the Agreement
15 is in the best interest of the Class.

16 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
17 to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
18 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
19 to the value of the claims. The calculations to compensate for the amount due to the Class Members at
20 the time this Settlement was negotiated were calculated by Plaintiff's expert, Berger Consulting, in
21 advance of mediation. Class Counsel analyzed the data for putative class members and determined the
22 potential maximum damages for the class claims. For the Class, the maximum value of the claim for
23 unpaid wages due to alleged miscalculation of the regular rate was \$75,565, the maximum value of the
24 claim for unpaid wages due to alleged off-the-clock work was \$562,387, the maximum potential damages
25 for unpaid meal premiums were estimated to be \$119,245 based upon a potential 7.8% violation rate
26 observed in the records and after deduction for meal premiums paid (\$471,858), the maximum potential
27 rest period damages were estimated to be \$381,831 based upon the same potential 7.8% violation rate,
28 and the maximum potential damages for failure to provide expense reimbursement were calculated to be

1 \$68,056 based upon expenses of \$5 per month. In total, the damages for the Class were calculated to
2 have a maximum potential total value of \$2,773,912. In addition, Plaintiff calculated that the maximum
3 value of the potential waiting time penalties was between \$424,859 and \$4,293,315, depending on the
4 predicate violation giving rise to the unpaid wages, and the maximum value of the potential wage
5 statement penalties was \$2,399,100.¹ Defendant vigorously disputed Plaintiff's calculations and exposure
6 theories. Consequently, the Gross Settlement Amount represents approximately 54% of the potential
7 maximum damages at issue for the Class in this case, assuming these amounts could all be proven in full
8 at trial.² The above maximum calculations should then be adjusted in consideration for both the risk of
9 class certification and the risk of establishing class-wide liability on all claims. Given the amount of the
10 Settlement as compared to the potential value of the claims, the Settlement is most certainly fair and
11 reasonable. Clearly, the goal of this litigation has been met.

12 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
13 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
14 defenses both to liability and to class certification. Currently, the maximum and average class member
15 allocations are \$3,664.33 and \$690.59, respectively. Bench Decl. at ¶16. Given the complexities of this
16 case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
17 reasonable and adequate, and should be finally approved.

18 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiff would
19 prevail against the Defendant's factual and legal defenses. While Plaintiff and Class Counsel believe in
20 the merits of the claims, Defendant has asserted real and substantial defenses to these claims and to class
21

22 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
23 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses
24 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
25 meal or rest periods or other wages were owed given Defendant's position that Plaintiff and Class
26 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
27 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith
28 dispute as to whether and when the wages were due.").

27 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not included the
28 PAGA claim in this discussion of the class claim valuation. The PAGA claim is addressed in the Decl.
Nordrehaug at ¶ 33.

1 certification. Settlement in this case clearly benefits the Class when measuring the strengths of Plaintiff's
2 case and the risk of establishing class wide liability and damages.

3
4 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

5 9. The Agreement For The Payment of Fees and Expenses Should Is Appropriate And
6 Should Be Enforced

7 (a) Class Counsel successfully negotiated a class action settlement which provides for
8 a common fund settlement to be paid by Defendants to the Class in the amount of One Million Five
9 Hundred Thousand Dollars (\$1,500,000) (the "Gross Settlement Amount"). (Agreement at ¶¶ 1.22.) As
10 part of the settlement, the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the
11 Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion,
12 Class Counsel respectfully requests approval of the Class Counsel Fees Payment in an amount equal to
13 one-third of the Gross Settlement Amount.

14 (b) In the class action context, that means "attempting to award the fee that informed
15 private bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining
16 between experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third
17 of the Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees.
18 Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in
19 an equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate
20 market value of the award requested.

21 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
22 approved. The requested fee award was bargained for during arms' length adversarial bargaining by
23 counsel for each of the parties as part of the Settlement.

24
25 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
26 Created for the Benefit of the Class

27 (a) As part of the settlement, the parties agreed to an award of attorneys' fees equal to
28 one-third of the Gross Settlement Amount of \$1,500,000 , which equals \$500,000 for attorneys' fees.

1 As part of the Agreement, Defendant also agreed that Class Counsel may seek a “Class Counsel
2 Litigation Expenses Payment of not more than \$25,000.” (Agreement at ¶ 3.2(b).) Finally, Defendant
3 also agreed that Plaintiff can be awarded a Class Representative Service Payment in the amount of
4 \$10,000, as his service award under the Agreement.

5 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases
6 involving a significant contingent risk such as this one. Our legal system places unique reliance on
7 private litigants to enforce substantive provisions of employment law through class actions. Therefore,
8 attorneys providing these substantial benefits should be paid an award equal to the amount negotiated
9 in private bargaining that takes place in the legal market place.

10 (c) There is a substantial difference between the risk assumed by attorneys being paid by
11 the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go
12 to the bank with his fee. The attorney working on a contingent basis can only log hours while working
13 without pay towards a result that will hopefully entitle him to a marketplace contingent fee taking into
14 account the risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives
15 nothing. In this case, the nature of the fee was wholly contingent. Class Counsel subjected themselves
16 to this contingent fee market risk in this all or nothing contingent fee case wherein the necessity and
17 financial burden of private enforcement makes the requested award appropriate. This case was litigated
18 on a contingent basis for over one years, with all of the risk factors inherent in such an uncertain
19 undertaking. Indeed, I am aware of other similar cases where the court dismissed the class allegations
20 or denied class certification. Under such circumstances, courts have held that a risk multiplier must be
21 applied to the fee award.

22 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
23 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
24 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
25 successful prosecution of the action, were present here. Attorneys’ fees in this case were not only
26 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
27 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
28 resulted in no recovery, and here Class Counsel is recovering a fee award that is comparable to the

1 multiplier approved in other cases.

2 (e) At the time this case was brought, the result was far from certain as discussed above
3 at paragraphs 8(a) and 8(b).

4 (f) The Settlement was possible only because Class Counsel was able to convince
5 Defendant that Plaintiff could potentially prevail on the contested issues regarding liability, achieve class
6 certification, overcome difficulties in proof as to monetary relief and take the case to trial if need be. In
7 successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour
8 and class action litigation. The high quality of the Class Counsel's work in this case was mandated by
9 the vigorous defense presented by counsel for Defendant. Over the nearly two years of litigation, Class
10 Counsel was required to invest substantial time and resources in investigation, litigation, the
11 determination of potential damages and communicating with and responding to opposing counsel's and
12 class members' requests and inquiries.

13 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego
14 compensable hourly work on other cases to devote the necessary time and resources to this contingent
15 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent
16 fee work in this case which could potentially have paid nothing.

17 (h) Class Counsel were required to advance all costs in this litigation. Especially in this
18 type of litigation where the corporate defendant and their attorneys are well funded, this can prove to be
19 very expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can
20 be significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
21 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
22 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
23 Counsel advanced more than \$20,000 in costs which could not have been recovered if this case had been
24 lost. The Plaintiff also undertook the risk of liability for Defendants' costs had this case not succeeded,
25 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
26 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
27 Plaintiff also support the requested awards.

28 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on

1 the reasonableness of a percentage figure”. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th
2 Cir. 2002). In this case, the reasonableness of the requested attorneys’ fee of one-third equal to \$166,666
3 is also established by reference to Class Counsel’s lodestar in this matter. The contemporaneous billing
4 records for Class Counsel evidence that through February 26, 2024, Class Counsel’s total lodestar is
5 \$199,453.75, with additional fees still to be incurred to complete final approval and the settlement
6 process. The requested fee award is therefore currently equivalent to Class Counsel’s total lodestar with
7 a negative multiplier of 2.5, and there will be additional lodestar incurred by Class Counsel to complete
8 the settlement process and manage the settlement distribution. Such a multiplier is within the range of
9 positive multipliers approved in cases such as *Laffitte* and *Vizcaino*.³ As a result, this Court may
10 conclude that the requested award is fair and reasonable and is justified under California law.

11 (j) Counsel retained on a contingency fee basis, whether in private matters or in
12 representative litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent
13 fee schedule in order to compensate for both the risks and the delay in payment for the simple fact that
14 despite the most vigorous and competent of efforts, success is never guaranteed. This is particularly true
15 here where Class Counsel has prosecuted this case on a contingency basis for over two years. Indeed, if
16 counsel is not adequately compensated for the risks inherent in difficult class actions, competent
17 attorneys will be discouraged from prosecuting similar cases.

18 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
19 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
20 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
21 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award

23 ³ See *Laffitte, supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.03 to 2.13);
24 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65 multiplier approved because of
25 substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278 (2010) (in class actions
26 reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple*
27 *Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In*
28 *re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of
2.52 as “fair and reasonable); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) (affirming
multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S.
Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26 multiplier).

1 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
2 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
3 award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles
4 Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award
5 in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los
6 Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award
7 in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San
8 Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee award
9 in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los
10 Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a
11 wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco
12 Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a
13 wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
14 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
15 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
16 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
17 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v.*
18 *Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS),
19 Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
20 On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-
21 20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
22 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
23 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
24 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
25 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
26 class settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case
27 No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class
28 settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior

1 Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour
2 class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior
3 Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour
4 class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court
5 Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class
6 settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court
7 Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class
8 settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior
9 Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour
10 class settlement.

11 12. The contemporaneous billing records for Class Counsel evidence that through February
12 26, 2024, **Class Counsel's total lodestar is \$199,453.75, with additional fees still to be incurred to**
13 **complete final approval and the settlement process.** The requested fee award is therefore currently
14 equivalent to Class Counsel's total lodestar with a negative multiplier of 0.8, and there will be additional
15 lodestar incurred by Class Counsel to complete the settlement process and manage the settlement
16 distribution. From April 5, 2022 to February 26, 2024, my firm worked on this matter for over 348 hours,
17 with hourly rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my
18 firm in the amount of \$199,453.75. A detailed breakdown of the total fees and the services performed
19 by the firm on this case is attached hereto as Exhibits #3 and 4⁴. In addition, Class Counsel will be
20 performing significant additional work that is not included in this lodestar amount, including finalizing
21 the final approval motion, attending the hearing on final approval, and monitoring completion of the
22 settlement process. I expect this additional work will result in \$20,000 in additional lodestar for my firm.
23 The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal
24 community for similar work and, if this were a commercial matter, these are the charges that would be
25 made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the
26

27
28 ⁴ My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to
June 2022, and Exhibit #4 contains the billing from June 2022 to February 26, 2024

1 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current
2 Laffey Matrix is attached hereto as Exhibit #5. These hourly rates have been approved by Court's
3 throughout California, including the Courts in the Superior Court of California. In fact, on August 1,
4 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear
5 reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of
6 California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
7 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
8 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*
9 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average
10 billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates
11 when compared within 21 other firms practicing in the Southern District of California.) This survey is
12 useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that
13 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
14 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,
15 who is opposing counsel in many cases prosecuted by Class Counsel, charges rates as high as \$875 for
16 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
17 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates
18 charged by Class Counsel for comparable work are less than these examples, and are therefore
19 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by
20 the currently lodestar incurred with a reasonable multiplier of 2.5 which will be even less by the
21 completion of the settlement. This is comparable to the multiplier approved in other cases. The
22 requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

23 24 Litigation Expenses

25 13. The Agreement provides at paragraph 3.2(b), that Class Counsel may seek a "Class
26 Counsel Litigation Expenses Payment of not more than \$25,000." Class Counsel requests reimbursement
27 for incurred litigation expenses and costs in the amount of \$20,651.63 based upon counsel's billing
28 records which evidence total expenses of \$20,651.63. These litigation expenses include the expenses

1 incurred for filing fees, mediation expenses, expert fees (Berger Consulting Group), attorney service
2 charges (Knox, One Legal), and Lexis research charges, all of which are costs normally billed to and paid
3 by the client. The details of the litigation expenses incurred are set forth in Exhibits #4 hereto. These
4 costs were reasonably incurred in the prosecution of the Action.

5
6 Service Award

7 14. For their service as the class representatives, Plaintiff should be awarded the agreed
8 service award of \$10,000, in accordance with the Agreement for his time, risk and effort expended on
9 behalf of the Class. (Agreement at ¶ 3.2(a).) Defendant has agreed to this payment and there have been
10 no objections to the requested service awards. The previously submitted Declaration of the Plaintiff in
11 support of this request is attached hereto as Exhibit #6. As the representative of the Class, Plaintiff
12 performed their duty to the Class admirably and without exception. Plaintiff worked extensively with
13 Class Counsel during the course of the litigation, responding to numerous requests, searching for
14 documents, working with counsel, and reviewing the settlement documentation. The Declaration of
15 Plaintiff details the involvement, stress and risks he undertook as a result of this Action. Plaintiff also
16 assumed the serious risk that he might possibly be liable for costs and fees to Defendants, as well as the
17 reputational risk of being “blacklisted” by other future employers for having filed a class action on behalf
18 of fellow former employees. Without the Plaintiff’s participation, cooperation and information, no other
19 employees would be receiving any benefit. The payment of service awards to successful class
20 representatives is appropriate and the amount of \$10,000 is well within the currently awarded range for
21 similar settlements. The requested award is also reasonable by reference to the amounts that other
22 California courts have found to be reasonable in wage and hour class action settlements: *Mathein v. Pier*
23 *1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 Lab. Cas. (CCH) P36,620 (E.D. Cal. 2018) (approving two
24 service awards of \$12,500 each); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS
25 173698 (approving \$10,000 service award where class member recovery was \$375); *Bellinghausen v.*
26 *Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal. 2015) (approving \$10,000 award); *Ontiveros v.*
27 *Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff
28 brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist.

1 LEXIS 8476 at *51-*52 (N.D.Cal. 2007)(awarding \$25,000 service award in overtime wage class
2 action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior
3 Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV
4 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American*
5 *Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21,
6 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No.
7 BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker*
8 *v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding
9 \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*,
10 Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service
11 award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
12 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042,
13 Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v.*
14 *Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27,
15 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No.
16 BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill*
17 *v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2,
18 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.
19 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award
20 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.
21 BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz*
22 *v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
23 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
24 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva*
25 *v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,
26 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case
27 No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award);
28 *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court

(Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

15. The requested service award is also reasonable in light of the reputational risk that Plaintiff assumed in bringing this action against his former employer. Plaintiff put his future employment prospects at risk by becoming a class representative as the fact that he filed a lawsuit "is searchable on the internet and may become known to prospective employers when evaluating" her for employment. *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed a suit against other employers, allowing them to screen out the litigious candidates. An entire industry exists that allows employers to run extensive background searches on potential employees. Companies who provide these services specifically highlight the fact that their services allows employers to weed out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a prospective employee is likely to sue" the employer, through background checks and other means, to

1 screen out these employees.⁵ Onicra Credit Rating Agency states: "Background screening has become
2 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious
3 culture, employers simply cannot afford to hire employees who will put their company at risk."⁶
4 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
5 extremely competitive and highly litigious, conducting pre employment background checks has become
6 a necessity."⁷

7 16. As a result, Class Counsel respectfully requests approval of the application for award of
8 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
9 expenses in the amount of \$20,651.63, and approval of the requested service award to the Plaintiff.

10 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
11 The Class Counsel Fees Payment will be made to Blumenthal Nordrehaug Bhowmik De Blouw LLP.

12
13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct. Executed this 26th day of February, 2024 , at San Diego, California.

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17 NORMAN B. BLUMENTHAL

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25 ⁵ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁶ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁷ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/)
28 [have-become-a-busines-necissity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/).

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

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FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L'Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Matthew Travis (“Plaintiff”) and defendant Alto Pharmacy LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Actions” means the Plaintiff’s lawsuits alleging wage and hour violations against Defendant captioned *Travis v. Alto Pharmacy LLC*, Case No. CGC-22-601836, initiated on September 16, 2022 and pending in the Superior Court of California, County of San Francisco, and *Travis v. Alto Pharmacy LLC*, Case No. CGC-22-601841, initiated on September 16, 2022 and pending in the Superior Court of the State of California, County of San Francisco.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by Defendant in California on a non-exempt basis at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement

compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from September 16, 2018 to the earlier of the date of Preliminary Approval or July 3, 2023.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Actions seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Actions, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of San Francisco.
- 1.17. “Defendant” means Alto Pharmacy LLC.
- 1.18. “Defense Counsel” means Conor J. Dale and Mossamat N. Karim of Jackson Lewis

P.C.

- 1.19. “Effective Date” means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means One Million and Five Hundred Thousand Dollars (\$1,500,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the

agency entitled, under Labor Code section 2699, subd. (i).

- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from September 16, 2021 through July 3, 2023.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s June 9, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$7,500) and the 75% to LWDA (\$22,500) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Matthew Travis, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on the facts and claims stated in the Operative Complaint which occurred during the Class Period, including alleged violations of California Labor Code §§ 201-204, 223, 226, 226.7, 233, 246, 1194, 1197, 1197.1, 510, 512,

2802, including the alleged failure to reimburse cell phone expenses, internet expenses, and mileage, and relevant IWC wage orders. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 1.39. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and claims stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period, including PAGA penalties for alleged violations of California Labor Code §§ 201-204, 223, 226, 226.7, 233, 246, 1194, 1197, 1197.1, 510, 512, 2802, including the alleged failure to reimburse cell phone expenses, internet expenses, and mileage and relevant IWC wage orders. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.
- 1.40. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, including ScriptDash, Inc., d/b/a Alto Pharmacy, successors, assigns and subsidiaries.
- 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. "Settlement" means the disposition of the Actions and all related claims effectuated by this Agreement and the Judgment.
- 1.44. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

- 2.1. On September 16, 2022, Plaintiff filed a complaint against Defendant in the Superior Court of the State of California, County of San Francisco, Case No. CGC-22-601836 ("Class Action"). Plaintiff's Complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802.
- (h) Failed to pay sick wages in violation of California Labor Code §§ 201-204, 233, 246.

2.2. On September 16, 2022, Plaintiff filed a complaint against Defendant in the Superior Court of the State of California, County of San Francisco, Case No. CGC-22-601841 (“PAGA Action”). Plaintiff’s complaint asserted a claim that Defendant:

- (a) Violated the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

2.3. On May 3, 2023, the Parties participated in an all-day mediation presided over by Jeff Ross, a respected mediator of wage and hour representative and class actions. During the mediation, each side, represented by its respective counsel, were able to agree to settle the Actions which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.4. On May 17, 2023, the Parties filed a stipulation to consolidate the Class Action and PAGA Action (collectively referred to as the “Actions”).

2.5. On August 14, 2023, Plaintiff filed a First Amended Consolidated Complaint in the consolidated Actions (referred to as the “Operative Complaint”).

2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.7. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.8. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Actions of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Actions have merit, and Defendant expressly denies that the claims in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,500,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Net Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

(a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

(b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$500,000, and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will

not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$20,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$20,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000 to be paid from the Gross Settlement Amount, with 75% (\$22,500) allocated to the LWDA PAGA Payment and 25% (\$7,500) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

- i. Tax Allocation of Individual Class Payments. 25% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 1282 Class Members who collectively worked a total of 57,527 Workweeks, and 1,061 Aggrieved Employees who worked a total of 35,883 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the “void date”, which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Participating Class Member’s or Aggrieved Employee’s check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to

Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

(a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions.

7.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members, and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vii) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

7.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work

together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class

Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire

to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of:

Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. Should the number of Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% of the estimate stated herein in paragraph 4.1 (i.e., if the Workweeks exceed 63,280), Defendant, at its option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of Workweeks reached 63,280, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of Workweeks worked by the Class Members above the 10% (i.e., if there was 11% increase in the number of Workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%).

10. DEFENDANT’S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object

to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) in response to an inquiry or subpoena issued by a state or federal government agency; or (6) to effectuate an otherwise legitimate business purpose. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party not covered by the exceptions listed above regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any

modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Conor J. Dale
Mossamat N. Karim
Jackson Lewis P.C.
50 California Street, 9th Floor
San Francisco, CA 94111-4615
Tel.: (415) 394-9400
Fax: (415) 394-9401
E-Mail: Conor.Dale@jacksonlewis.com
Mossamat.Karim@jacksonlewis.com

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section

583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on May 3, 2023 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

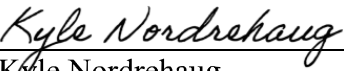
Dated: Aug 23, 2023


Matt Travis (Aug 23, 2023 16:52 PDT)
Plaintiff Matthew Travis

Dated: 8/31/2023


Alicia Bolter Davis
For Defendant Alto Pharmacy LLC

Dated: 8/24/23


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 8.31.23

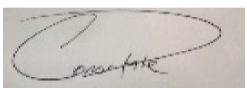

Conor J. Dale
Jackson Lewis P.C.
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT “A”

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

***Travis v. Alto Pharmacy LLC, Superior Court of the State of California,
County of San Francisco, Case No. CGC-22-601836
(consolidated with Case No. CGC-22-601841)***

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It’s not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Alto Pharmacy LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Matthew Travis (“Plaintiff”) and seeks payment of (1) wages and other relief for the Class of all individuals who were employed by Defendant in California on a non-exempt basis at any time during the Class Period which is September 16, 2018 through July 3, 2023 (“Class Members”), and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period which is September 16, 2021 through July 3, 2023 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payment payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding) and your share of the PAGA Penalties is estimated to be <<\$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your share of the PAGA Penalties, then according to Defendant’s records you are not eligible for share of the PAGA Penalties under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked <<_____>> workweeks** during the Class Period and **you worked <<_____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully

read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and in exchange requires Class Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing and Receive a Payment.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendants as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Response Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude

	yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by the Response Deadline ()	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, in Department 302 before Judge Richard Ulmer. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline ()	The amount of your Individual Class Payment and your share of the PAGA Penalties (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Francisco (the “Court”), has been reached between Plaintiff and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who were employed by Defendant in California on a non-exempt basis at any time during the Class Period.

The “Class Period” is September 16, 2018 through July 3, 2023.

2. What is this class action lawsuit about?

On September 16, 2022, Plaintiff filed a class action complaint against Defendant in the Superior Court of the State of California, County of San Francisco. Plaintiff asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, and failure to provide gratuities.

On September 16, 2022, Plaintiff filed a representative action complaint against Defendant in the Superior Court of the State of California, County of San Francisco, asserting a single cause of action for violation of the Private Attorneys General Act (Labor Code §§ 2698. et seq.) (“PAGA”) alleging violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order.

These two lawsuits are referred to in this Class Notice as the “Actions.” On May 24, 2023, the Court issued an Order consolidating the class action case no. CGC-22-601836 with the PAGA Action Case No. CGC-22-601841. On August 14, 2023, Plaintiff filed the First Amended Consolidated Class Action Complaint to reflect the consolidation of the Class Action and the PAGA Action, and this First Amended Consolidated Class Action Complaint is the operative complaint in Case No. CGC-22-601836 and is referred to as the “Operative Complaint”.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. Specifically, Defendant contends that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiff or any Class Members any wages allegedly due at the time of their termination; the Defendant did not fail to reimburse Class Members for required expenses; that Defendant complied with California wage statement requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representatives, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Class Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiff and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fully fund the Gross Settlement Amount no later than 14 days after the Effective Date. The "Effective Date" is the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

No Admission of Liability. Defendant expressly denies any and all liability regarding the allegations contained in the Actions and Operative Complaint. The Settlement is not intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion ("Participating Class Members"). At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$20,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys' Fees and Costs.** Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$500,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf

of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$10,000 to Plaintiff, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiff undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$30,000 relating to Plaintiff's claim under PAGA, \$22,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$7,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (September 16, 2021 through July 3, 2023).

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ _____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty-Five Percent (25%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Seventy-Five Percent (75%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based on the facts and claims stated in the Operative Complaint which occurred during the Class Period, including alleged violations of California Labor Code §§ 201-204, 223, 226, 226.7, 233, 246, 1194, 1197, 1197.1, 510, 512, 2802, including the alleged failure to reimburse cell phone expenses, internet expenses, and mileage, and relevant IWC wage orders. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or any other

Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Actions will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendants, Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and claims stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period including PAGA penalties for alleged violations of California Labor Code §§ 201-204, 223, 226, 226.7, 233, 246, 1194, 1197, 1197.1, 510, 512, 2802, including the alleged failure to reimburse cell phone expenses, internet expenses, and mileage and relevant IWC wage orders. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, including ScriptDash, Inc., d/b/a Alto Pharmacy, successors, assigns and subsidiaries.

5. How much will my payment be?

Defendant's records reflect that you worked << _____ >> Workweeks during the Class Period (September 16, 2018 through July 3, 2023).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is << _____ >>.

[Defendant's records reflect that you worked << _____ >> PAGA Pay Periods during the during the PAGA Period (September 16, 2021 through July 3, 2023). Based on this information your estimated Individual PAGA Payment is << _____ >>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: ILYM Group _____ (800) _____.

The Court will hold a Final Approval Hearing on _____ at _____ to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Travis v. Alto Pharmacy* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Travis v. Alto Pharmacy*, Case No. CGC-22-601836. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees, Litigation Expenses and Service Award stating (a) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (b) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Travis v. Alto Pharmacy* or on the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-22-601836.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Travis v. Alto Pharmacy*, Case No. CGC-22-601836, and include your name, current address, email or telephone number, and approximate dates of employment with Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely through the Court's procedure at <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 Calle Clara

La Jolla, CA 92037

Tel.: (858) 551-1223

Fax: (858) 551-1232

E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Conor J. Dale

Mossamat N. Karim

Jackson Lewis P.C.

50 California Street, 9th Floor

San Francisco, CA 94111-4615

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 302 of the Superior Court of California, County of San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, before Judge Richard Ulmer. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing using the procedure at <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>.

It is possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Travis v. Alto Pharmacy*. In addition, hearing dates are posted on the Internet via the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-22-601836.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Travis v. Alto Pharmacy* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Travis v. Alto Pharmacy*. You may get more details by examining the Court's file on the Internet via the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-22-601836. If you wish to view the Court files in person, you should go to the Clerk's Office at the Civic Center Courthouse, 400 McAllister St., Room 103, San Francisco, CA 94102.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such event, the Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.

- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

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,

Plaintiffs,

v.

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] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge:
Dept.:

Action Filed: September 16, 2022
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter came before the Honorable _____ of the Superior Court of the
2 State of California, in and for the County San Francisco, on _____[DATE], for the motion
3 by Plaintiff Matthew Travis (“Plaintiff”) for preliminary approval of the class settlement with
4 Defendant Alto Pharmacy LLC (“Defendant”). The Court, having considered the briefs, argument
5 of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS
6 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

7 **IT IS HEREBY ORDERED:**

8 1. The Court preliminarily approves the Class Action and PAGA Settlement
9 Agreement (“Agreement”) submitted as Exhibit #1 to the Declaration of Kyle Nordrehaug in
10 Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. This
11 preliminary approval is based on the Court’s determination that the Settlement set forth in the
12 Agreement is within the range of possible final approval, pursuant to the provisions of section 382
13 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

14 2. This Order incorporates by reference the definitions in the Agreement, and all
15 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

16 3. The Gross Settlement Amount is One Million Five Hundred Thousand Dollars
17 (\$1,500,000). It appears to the Court on a preliminary basis that the settlement amount and terms
18 are fair, adequate and reasonable as to all potential Class Members when balanced against the
19 probable outcome of further litigation and the significant risks relating to certification, liability and
20 damages issues. It further appears that investigation and research have been conducted such that
21 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
22 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
23 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
24 It further appears that the Agreement has been reached as the result of serious and non-collusive,
25 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,
26 adequate, and reasonable when balanced against the probable outcome of further litigation and the
27 significant risks relating to certification, liability, and damages issues.

1 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
2 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed Twenty-Five
3 Thousand Dollars (\$25,000), and a proposed Class Representative Service Payment to the Plaintiff
4 in an amount not to exceed Ten Thousand Dollars (\$10,000) The Court will not approve the
5 amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval
6 Hearing. Plaintiff will be required to present evidence supporting these requests prior to final
7 approval.

8 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
9 certification of a class for settlement purposes only. This stipulation will not be deemed
10 admissible in this or any other proceeding should this Settlement not become final. For settlement
11 purposes only, the Court conditionally certifies the following Class: "all individuals who were
12 employed by Defendant in California on a non-exempt basis at any time during the Class Period."
13 The Class Period is September 16, 2018 through July 3, 2023.

14 6. The Court concludes that, for settlement purposes only, the Class meets the
15 requirements for certification under section 382 of the California Code of Civil Procedure in that:
16 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
17 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
18 community of interest amongst the members of the Class with respect to the subject matter of the
19 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class;
20 (d) the Plaintiff can fairly and adequately protect the interests of the members of the Class; (e) a
21 class action is superior to other available methods for the efficient resolution of this controversy;
22 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an
23 adequate representative of the Class.

24 7. The Court provisionally appoints Plaintiff as the representative of the Class. The
25 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
26 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

27 8. The Court hereby approves, as to form and content, the Court Approved Notice of
28

1 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), submitted
2 as Exhibit A to the Agreement. The Court finds that the Class Notice appears to fully and
3 accurately inform the Class of all material elements of the proposed Settlement, of the Class
4 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
5 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
6 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
7 and this Order meets the requirements of due process, is the best notice practicable under the
8 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
9 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
10 the Agreement. If a Class Notice Packet is returned because of an incorrect address, the
11 Settlement Administrator will promptly search for a more current address for the Class Member
12 and re-mail the Class Notice Packet to the Class Member no later than seven (7) business days
13 after the receipt of the undelivered Class Notice.

14 9. The Court hereby appoints ILYM Group as Administrator for the Settlement. No
15 later than fifteen (15) calendar days after issuance of this Order, Defendant shall provide to the
16 Administrator an electronic spreadsheet with the Class Data. This information will otherwise
17 remain confidential and will not be disclosed to anyone, except as required to applicable taxing
18 authorities, to carry out the procedures in the Agreement, or pursuant to Defendant’s express
19 written authorization or by order of the Court. The Administrator will perform address updates
20 and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it
21 as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class
22 Data spreadsheet, the Administrator will mail the Class Notice to all Class Members via first-class
23 U.S. Mail.

24 10. The Court hereby preliminarily approves the proposed procedure for exclusion
25 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded
26 from the Class as provided in the Class Notice by following the instructions set forth in the Class
27 Notice. All requests for exclusion must be postmarked by no later than the Response Deadline,
28

1 which is sixty (60) calendar days after the Administrator mails the Class Notice Packet to Class
2 Members. If the Class Notice Packet is re-mailed, this Response Deadline will be extended an
3 additional fourteen (14) calendar days. Any person who chooses to opt-out of and be excluded
4 from the Class will not be entitled to any recovery under the Settlement and will not be bound by
5 the Settlement or have any right to object, appeal or comment thereon. Aggrieved Employees shall
6 be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA
7 Claims regardless of whether they opt-out of the Class. Class Members who have not requested
8 exclusion shall be bound by all determinations of the Court, the Agreement, and the Judgment. A
9 request for exclusion applies only to the individual submitting the request for exclusion, and any
10 attempt to effect an opt-out on behalf of any other individual or individuals (including a group,
11 class, or subclass of individuals) is not permitted and will be deemed invalid.

12 11. Any Class Member who has not opted-out may appear at the Final Approval
13 Hearing and may object or express the Member's views regarding the Settlement and may present
14 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
15 and determined by the Court as provided in the Class Notice. Class Members will have until the
16 Response Deadline set forth in the Class Notice to submit their written objections to the
17 Settlement Administrator in accordance with the instructions in the Class Notice. If the Class
18 Notice is re-mailed, the Response Deadline will be extended an additional fourteen (14) calendar
19 days. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
20 objection.

21 12. A Final Approval Hearing shall be held before this Court on _____
22 _____ at _____ in Department 302 at the Civic Center Courthouse of the San
23 Francisco County Superior Court to determine all necessary matters concerning the Settlement,
24 including: whether the proposed settlement of the Action on the terms and conditions provided for
25 in the Agreement is fair, adequate and reasonable and should be finally approved by the Court;
26 whether the Final Approval Order and Judgment should be entered herein; whether the plan of
27 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the
28

1 Class Members; and to finally approve attorneys' fees and costs, the service award, and the
2 expenses of the Administrator. The motion for final approval and the motion for attorneys' fees,
3 costs and service award shall be filed with the Court and served on all counsel no later than sixteen
4 (16) court days before the hearing and both motions shall be heard at the Final Approval Hearing.

5 13. Neither the Settlement nor any exhibit, document, or instrument delivered
6 thereunder shall be construed as a concession or admission by Defendant in any way that the
7 claims asserted have any merit or that this Action was properly brought as a class or representative
8 action, and shall not be used as evidence of, or used against Defendant as, an admission or
9 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
10 omission by Defendant or with respect to the truth of any allegation asserted by any person.
11 Whether or not the Settlement is finally approved, neither the Agreement, nor any exhibit,
12 document, statement, proceeding or conduct related to the Settlement or Agreement, nor any
13 reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
14 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
15 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
16 liability, fault, wrongdoing, omission, concession or damage.

17 14. In the event the Settlement does not become effective in accordance with the terms
18 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
19 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
20 and the Parties shall revert to their respective positions as of before entering into the Agreement,
21 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
22 including all available defenses and affirmative defenses, and arguments that no claim in the
23 Action could be certified as a class action and/or managed as a representative action. In such an
24 event, the Court's orders regarding the Settlement, including this Order, shall not be used or
25 referred to in litigation or otherwise for any purpose.

26 15. The Court reserves the right to adjourn or continue the date of the Final Approval
27 Hearing and all dates provided for in the Agreement without further notice to Class Members and
28

retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to further orders of the Court at the Final Approval Hearing.

IT IS SO ORDERED.

Dated: _____

HON.
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

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: _____

Hearing Time: _____

Judge: _____

Dept.: _____

Action Filed: September 16, 2022

Trial Date: Not set

Exhibit C-1

On [REDACTED], a hearing was held on the motion of Plaintiff Matthew Travis (“Plaintiff”) for final approval of the Class Action and PAGA Settlement Agreement (the “Agreement”) with Defendant Alto Pharmacy LLC (“Defendant”) and payments to the Plaintiff, Class Counsel, Aggrieved Employees, the Labor and Workforce Development Agency (“LWDA”) and the Administrator.

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

Having received and considered the Settlement, the supporting papers filed by the parties, and the evidence and argument received by the Court at the hearing before it entered the Preliminary Approval Order and the final approval hearing on [REDACTED], 2023, the Court grants final approval of the Settlement, and HEREBY ORDERS as follows:

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

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

2. The Administrator received [REDACTED] valid requests for exclusion from the Class. [The individuals who timely submitted valid requests for exclusion are _____.]

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

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

Exhibit C-1

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. _____ objected to the Settlement as part of this notice process or stated an intent to
5 appear at the final approval hearing. [The Court overrules the objections raised by objecting
6 Participating Class Members.]

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

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

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

Exhibit C-1

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 \$ [REDACTED], are fair and reasonable. The
18 Court hereby grants final approval to such amount and orders that the payment of approximately
19 that 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 \$ [REDACTED], plus litigation
27 expenses in the amount of \$ [REDACTED]. Said amount shall be paid from the Gross Settlement
28 Amount.

Exhibit C-1

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

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

6 **IT IS SO ORDERED.**

7 Dated: _____

8 _____
9 The Honorable [REDACTED]
10 Judge of the Superior Court

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: _____

Hearing Time: _____

Judge: _____

Dept.: _____

Action Filed: September 16, 2022

Trial Date: Not set

Exhibit C-2

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

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

1. Except as set forth in the Class Action and PAGA Settlement Agreement (the “Agreement”) and the Order Granting Motion for Final Approval of Class Action Settlement, Plaintiff Matthew Travis (“Plaintiff”), and all members of the Class, shall take nothing by their complaint(s) in this Action.

2. Without affecting the finality of this judgment 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.

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

4. The Court finds that in consideration for their Individual Class Payments, effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based on the facts and claims stated in the Operative Complaint which occurred during the Class Period, including alleged violations of

Exhibit C-2

1 California Labor Code §§ 201-204, 223, 226, 226.7, 233, 246, 1194, 1197, 1197.1, 510, 512, 2802,
2 including the alleged failure to reimburse cell phone expenses, internet expenses, and mileage, and
3 relevant IWC wage orders. Except as expressly set forth in this Agreement, Participating Class
4 Members do not release any other claims, including claims for vested benefits, wrongful
5 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
6 disability, social security, workers' compensation, or claims based on facts occurring outside the
7 Class Period.

8 5. The Court finds that in consideration for the approved PAGA Penalties payment,
9 effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds
10 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the
11 Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their
12 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
13 and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA
14 Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been
15 alleged, based on the facts and claims stated in the Operative Complaint and the PAGA Notice,
16 which occurred during the PAGA Period, including PAGA penalties for alleged violations of
17 California Labor Code §§ 201-204, 223, 226, 226.7, 233, 246, 1194, 1197, 1197.1, 510, 512, 2802,
18 including the alleged failure to reimburse cell phone expenses, internet expenses, and mileage and
19 relevant IWC wage orders. The Released PAGA Claims do not include other PAGA claims,
20 underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment
21 insurance, disability and worker's compensation, and claims outside of the PAGA Period.

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

25 7. The Court enters final judgment in the Action in accordance with the Agreement
26 and this Order, subject to the Court's retention of continuing jurisdiction over the Action and the
27 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
28

Exhibit C-2

1 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
2 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

3 8. Upon completion of administration of the settlement, the Administrator will
4 provide written certification of such completion to the Court and counsel for the parties. The Court
5 sets a compliance hearing date of _____, at _____ a.m. / p.m., and the
6 written certification of the Administrator shall be filed no later than fourteen (14) days before this
7 hearing.

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

9
10 Dated: _____

The Honorable [REDACTED]
Judge of the Superior Court

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Amendment to the Class Action and PAGA Settlement Agreement (“Amendment to the Agreement”) is made by and between plaintiff Matthew Travis (“Plaintiff”) and defendant Alto Pharmacy LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

I. RECITALS

- A. On or around August 31, 2023, the Parties executed a Class Action and PAGA Settlement Agreement (the “Agreement”), which among other terms, contained definitions for the terms “Released Class Claims” and “Released PAGA Claims”;
- B. Plaintiff filed a motion for preliminary approval on or around October 9, 2023;
- C. The Parties have met and conferred in advance of the motion for preliminary approval; and
- D. Have agreed to the following Amendment the Agreement to more clearly memorialize the terms and facilitate the Court’s approval of the settlement between the Parties.

II. AMENDMENTS

In addition to other terms defined in the Agreement and the Amendment to the Agreement, the Parties agree that the below terms replace and supersede the corresponding terms in the Agreement:

- 1.38. The term “Released Class Claims” in the Agreement is replaced to mean all claims that were alleged, or reasonably could have been alleged, based on the facts and claims stated in the Operative Complaint which occurred during the Class Period, including the alleged failure to timely pay all owed wages, minimum wages, and overtime wages, failure to provide compliant meal periods and rest periods, failure to maintain and provide accurate payroll records, failure to pay sick wages and violations of California Labor Code §§ 200, 201-204, 221, 223, 226, 226.3 226.7, 233, 246, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 510, 512, 2802, including the alleged failure to reimburse cell phone expenses, internet expenses, and mileage, and relevant IWC wage orders, and Business and Professions Code § 17200 *et seq.* Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment

insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

1.39. The term "Released PAGA Claims" in the Agreement is replaced to mean all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and claims stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period, including PAGA penalties for failure to timely pay all owed wages, minimum wages, and overtime wages, failure to provide compliant meal periods and rest periods, failure to maintain and provide accurate payroll records, failure to pay sick wages and alleged violations of California Labor Code §§ 200, 201-204, 221, 223, 226, 226.3 226.7, 233, 246, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 510, 512, 2802, including the alleged failure to reimburse cell phone expenses, internet expenses, and mileage, and relevant IWC wage orders, and Business and Professions Code § 17200 *et seq.* The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

8.4(b). Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Amendment to the Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

Exhibit B and C. The Amendment to the Agreement shall also result in corresponding revisions to Exhibits B and C of the Agreement. Attached hereto are the revised Exhibits B and C which shall be used in lieu of the prior versions.

2 EFFECT OF AMENDMENT

Except as specifically listed in this Amendment, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

3 EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Amendment.

Dated: Oct 25, 2023



Matt Travis (Oct 25, 2023 16:07 PDT)
Plaintiff Matthew Travis

Dated: 10/26/2023

Lisa Jurinka
Lisa Jurinka
For Defendant Alto Pharmacy LLC

Dated: Oct. 26, 2023

Kyle Nordrehaug
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 10.26.23

Conor J. Dale
Conor J. Dale
Jackson Lewis P.C.
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT “A”

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

***Travis v. Alto Pharmacy LLC, Superior Court of the State of California,
County of San Francisco, Case No. CGC-22-601836
(consolidated with Case No. CGC-22-601841)***

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It’s not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Alto Pharmacy LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Matthew Travis (“Plaintiff”) and seeks payment of (1) wages and other relief for the Class of all individuals who were employed by Defendant in California on a non-exempt basis at any time during the Class Period which is September 16, 2018 through July 3, 2023 (“Class Members”), and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period which is September 16, 2021 through July 3, 2023 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payment payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding) and your share of the PAGA Penalties is estimated to be <<\$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your share of the PAGA Penalties, then according to Defendant’s records you are not eligible for share of the PAGA Penalties under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked <<_____>> workweeks** during the Class Period and **you worked <<_____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully

read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and in exchange requires Class Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing and Receive a Payment.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendants as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Response Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude

	yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by the Response Deadline ()	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, in Department 302 before Judge Richard Ulmer. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline ()	The amount of your Individual Class Payment and your share of the PAGA Penalties (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Francisco (the “Court”), has been reached between Plaintiff and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who were employed by Defendant in California on a non-exempt basis at any time during the Class Period.

The “Class Period” is September 16, 2018 through July 3, 2023.

2. What is this class action lawsuit about?

On September 16, 2022, Plaintiff filed a class action complaint against Defendant in the Superior Court of the State of California, County of San Francisco. Plaintiff asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, and failure to provide gratuities.

On September 16, 2022, Plaintiff filed a representative action complaint against Defendant in the Superior Court of the State of California, County of San Francisco, asserting a single cause of action for violation of the Private Attorneys General Act (Labor Code §§ 2698. et seq.) (“PAGA”) alleging violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order.

These two lawsuits are referred to in this Class Notice as the “Actions.” On May 24, 2023, the Court issued an Order consolidating the class action case no. CGC-22-601836 with the PAGA Action Case No. CGC-22-601841. On August 14, 2023, Plaintiff filed the First Amended Consolidated Class Action Complaint to reflect the consolidation of the Class Action and the PAGA Action, and this First Amended Consolidated Class Action Complaint is the operative complaint in Case No. CGC-22-601836 and is referred to as the “Operative Complaint”.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. Specifically, Defendant contends that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiff or any Class Members any wages allegedly due at the time of their termination; the Defendant did not fail to reimburse Class Members for required expenses; that Defendant complied with California wage statement requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representatives, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Class Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiff and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fully fund the Gross Settlement Amount no later than 14 days after the Effective Date. The "Effective Date" is the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

No Admission of Liability. Defendant expressly denies any and all liability regarding the allegations contained in the Actions and Operative Complaint. The Settlement is not intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion ("Participating Class Members"). At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$20,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys' Fees and Costs.** Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$500,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf

of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$10,000 to Plaintiff, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiff undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$30,000 relating to Plaintiff's claim under PAGA, \$22,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$7,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (September 16, 2021 through July 3, 2023).

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ _____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty-Five Percent (25%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Seventy-Five Percent (75%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based on the facts and claims stated in the Operative Complaint which occurred during the Class Period, including the alleged failure to timely pay all owed wages, minimum wages, and overtime wages, failure to provide compliant meal periods and rest periods, failure to maintain and provide accurate payroll records, failure to pay sick wages and violations of California Labor Code §§ 200, 201-204, 221, 223, 226, 226.3 226.7, 233, 246, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 510, 512, 2802, including the alleged failure to reimburse cell phone expenses, internet expenses, and mileage, and relevant IWC wage orders, and Business and Professions Code § 17200 *et seq.* Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Actions will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendants, Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and claims stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period including PAGA penalties for failure to timely pay all owed wages, minimum wages, and overtime wages, failure to provide compliant meal periods and rest periods, failure to maintain and provide accurate payroll records, failure to pay sick wages and alleged violations of California Labor Code §§ 200, 201-204, 221, 223, 226, 226.3 226.7, 233, 246, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 510, 512, 2802, including the alleged failure to reimburse cell phone expenses, internet expenses, and mileage, and relevant IWC wage orders, and Business and Professions Code § 17200 *et seq.* The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, including ScriptDash, Inc., d/b/a Alto Pharmacy, successors, assigns and subsidiaries.

5. How much will my payment be?

Defendant's records reflect that you worked <<_____>> Workweeks during the Class Period (September 16, 2018 through July 3, 2023).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<_____>>.

[Defendant's records reflect that you worked <<_____>> PAGA Pay Periods during the during the PAGA Period (September 16, 2021 through July 3, 2023). Based on this information your estimated Individual PAGA Payment is <<_____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: ILYM Group _____ (800) _____.

The Court will hold a Final Approval Hearing on _____ at _____ to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Travis v. Alto Pharmacy* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Travis v. Alto Pharmacy*, Case No. CGC-22-601836. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees, Litigation Expenses and Service Award stating (a) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (b) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel

(whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Travis v. Alto Pharmacy* or on the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-22-601836.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Travis v. Alto Pharmacy*, Case No. CGC-22-601836, and include your name, current address, email or telephone number, and approximate dates of employment with Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely through the Court's procedure at <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Conor J. Dale

Mossamat N. Karim
Jackson Lewis P.C.
50 California Street, 9th Floor
San Francisco, CA 94111-4615

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 302 of the Superior Court of California, County of San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, before Judge Richard Ulmer. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing using the procedure at <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>.

It is possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Travis v. Alto Pharmacy*. In addition, hearing dates are posted on the Internet via the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-22-601836.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Travis v. Alto Pharmacy* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Travis v. Alto Pharmacy*. You may get more details by examining the Court's file on the Internet via the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-22-601836. If you wish to view the Court files in person, you should go to the Clerk's Office at the Civic Center Courthouse, 400 McAllister St., Room 103, San Francisco, CA 94102.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such event, the Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

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,

Plaintiffs,

v.

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]

**[REVISED PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: November 2, 2023
Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer
Dept.: 302

Action Filed: September 16, 2022
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter came before the Honorable Richard B. Ulmer of the Superior Court of the
2 State of California, in and for the County San Francisco, on November 2, 2023, for the motion by
3 Plaintiff Matthew Travis (“Plaintiff”) for preliminary approval of the class settlement with
4 Defendant Alto Pharmacy LLC (“Defendant”). The Court, having considered the briefs, argument
5 of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS
6 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

7 **IT IS HEREBY ORDERED:**

8 1. The Court preliminarily approves the Class Action and PAGA Settlement
9 Agreement as modified by the Amendment to the Class Action and PAGA Settlement Agreement
10 (collectively the “Agreement”) jointly submitted in Support of Plaintiff’s Motion for Preliminary
11 Approval of Class Action Settlement. This preliminary approval is based on the Court’s
12 determination that the Settlement set forth in the Agreement is within the range of possible final
13 approval, pursuant to the provisions of section 382 of the California Code of Civil Procedure and
14 California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all
16 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. The Gross Settlement Amount is One Million Five Hundred Thousand Dollars
18 (\$1,500,000). It appears to the Court on a preliminary basis that the settlement amount and terms
19 are fair, adequate and reasonable as to all potential Class Members when balanced against the
20 probable outcome of further litigation and the significant risks relating to certification, liability and
21 damages issues. It further appears that investigation and research have been conducted such that
22 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
23 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
24 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
25 It further appears that the Agreement has been reached as the result of serious and non-collusive,
26 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,

adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

4. The Agreement specifies an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed Twenty-Five Thousand Dollars (\$25,000), and a proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed Ten Thousand Dollars (\$10,000). The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting these requests prior to final approval.

5. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class: "all individuals who were employed by Defendant in California on a non-exempt basis at any time during the Class Period." The Class Period is September 16, 2018 through July 3, 2023.

6. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d) the Plaintiff can fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient resolution of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate representative of the Class.

7. The Court provisionally appoints Plaintiff as the representative of the Class. The Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik

1 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

2 8. The Court hereby approves, as to form and content, the Court Approved Notice of
3 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), submitted
4 as Exhibit A to the Amendment to the Class Action and PAGA Settlement Agreement. The Court
5 finds that the Class Notice appears to fully and accurately inform the Class of all material elements
6 of the proposed Settlement, of the Class Members’ right to be excluded from the Class by
7 submitting a written opt-out request, and of each Class Member’s right and opportunity to object
8 to the Settlement. The Court further finds that the distribution of the Class Notice substantially in
9 the manner and form set forth in the Agreement and this Order meets the requirements of due
10 process, is the best notice practicable under the circumstances, and shall constitute due and
11 sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice
12 by first class mail, pursuant to the terms set forth in the Agreement. If a Class Notice Packet is
13 returned because of an incorrect address, the Settlement Administrator will promptly search for a
14 more current address for the Class Member and re-mail the Class Notice Packet to the Class
15 Member no later than seven (7) business days after the receipt of the undelivered Class Notice.

16 9. The Court hereby appoints ILYM Group as Administrator for the Settlement. No
17 later than fifteen (15) calendar days after issuance of this Order, Defendant shall provide to the
18 Administrator an electronic spreadsheet with the Class Data. This information will otherwise
19 remain confidential and will not be disclosed to anyone, except as required to applicable taxing
20 authorities, to carry out the procedures in the Agreement, or pursuant to Defendant’s express
21 written authorization or by order of the Court. The Administrator will perform address updates
22 and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it
23 as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class
24 Data spreadsheet, the Administrator will mail the Class Notice to all Class Members via first-class
25 U.S. Mail.

26 10. The Court hereby preliminarily approves the proposed procedure for exclusion
27 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded
28

1 from the Class as provided in the Class Notice by following the instructions set forth in the Class
2 Notice. All requests for exclusion must be postmarked by no later than the Response Deadline,
3 which is sixty (60) calendar days after the Administrator mails the Class Notice Packet to Class
4 Members. If the Class Notice Packet is re-mailed, this Response Deadline will be extended an
5 additional fourteen (14) calendar days. Any person who chooses to opt-out of and be excluded
6 from the Class will not be entitled to any recovery under the Settlement and will not be bound by
7 the Settlement or have any right to object, appeal or comment thereon. Aggrieved Employees shall
8 be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA
9 Claims regardless of whether they opt-out of the Class. Class Members who have not requested
10 exclusion shall be bound by all determinations of the Court, the Agreement, and the Judgment. A
11 request for exclusion applies only to the individual submitting the request for exclusion, and any
12 attempt to effect an opt-out on behalf of any other individual or individuals (including a group,
13 class, or subclass of individuals) is not permitted and will be deemed invalid.

14 11. Any Class Member who has not opted-out may appear at the Final Approval
15 Hearing and may object or express the Member's views regarding the Settlement and may present
16 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
17 and determined by the Court as provided in the Class Notice. Class Members will have until the
18 Response Deadline set forth in the Class Notice to submit their written objections to the
19 Settlement Administrator in accordance with the instructions in the Class Notice. If the Class
20 Notice is re-mailed, the Response Deadline will be extended an additional fourteen (14) calendar
21 days. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
22 objection.

23 12. A Final Approval Hearing shall be held before this Court on March 21, 2024 at
24 9:30 a.m. in Department 302 at the Civic Center Courthouse of the San Francisco County Superior
25 Court to determine all necessary matters concerning the Settlement, including: whether the
26 proposed settlement of the Action on the terms and conditions provided for in the Agreement is
27 fair, adequate and reasonable and should be finally approved by the Court; whether the Final
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1 Approval Order and Judgment should be entered herein; whether the plan of allocation contained
2 in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and
3 to finally approve attorneys' fees and costs, the service award, and the expenses of the
4 Administrator. The motion for final approval and the motion for attorneys' fees, costs and service
5 award shall be filed with the Court and served on all counsel no later than sixteen (16) court days
6 before the hearing and both motions shall be heard at the Final Approval Hearing.

7 13. Neither the Settlement nor any exhibit, document, or instrument delivered
8 thereunder shall be construed as a concession or admission by Defendant in any way that the
9 claims asserted have any merit or that this Action was properly brought as a class or representative
10 action, and shall not be used as evidence of, or used against Defendant as, an admission or
11 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
12 omission by Defendant or with respect to the truth of any allegation asserted by any person.
13 Whether or not the Settlement is finally approved, neither the Agreement, nor any exhibit,
14 document, statement, proceeding or conduct related to the Settlement or Agreement, nor any
15 reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
16 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
17 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
18 liability, fault, wrongdoing, omission, concession or damage.

19 14. In the event the Settlement does not become effective in accordance with the terms
20 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
21 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
22 and the Parties shall revert to their respective positions as of before entering into the Agreement,
23 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
24 including all available defenses and affirmative defenses, and arguments that no claim in the
25 Action could be certified as a class action and/or managed as a representative action. In such an
26 event, the Court's orders regarding the Settlement, including this Order, shall not be used or
27 referred to in litigation or otherwise for any purpose.

1 15. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and all dates provided for in the Agreement without further notice to Class Members and
3 retains jurisdiction to consider all further applications arising out of or connected with the
4 proposed Settlement.

5 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
6 further orders of the Court at the Final Approval Hearing.

7 **IT IS SO ORDERED.**

8
9 Dated: _____

HON. RICHARD B. ULMER
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

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: _____

Hearing Time: _____

Judge: _____

Dept.: _____

Action Filed: September 16, 2022

Trial Date: Not set

Exhibit C-1

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

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

Having received and considered the Settlement, the supporting papers filed by the parties, and the evidence and argument received by the Court at the hearing before it entered the Preliminary Approval Order and the final approval hearing on [REDACTED], 2023, the Court grants final approval of the Settlement, and HEREBY ORDERS as follows:

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

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

2. The Administrator received [REDACTED] valid requests for exclusion from the Class. [The individuals who timely submitted valid requests for exclusion are _____.]

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

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

Exhibit C-1

1 to the Settlement or to opt-out of the Settlement and pursue their own remedies, and their right to
2 appear in person or remotely or by counsel at the Final Approval Hearing and be heard regarding
3 final approval of the Settlement. Adequate periods of time were provided by each of these
4 procedures to provide notice of their rights and time for Class Members to act with respect to these
5 rights. _____ objected to the Settlement as part of this notice process or stated an intent to
6 appear at the final approval hearing. [The Court overrules the objections raised by objecting
7 Participating Class Members.]

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

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

17 7. The Court further finds and determines that the Gross Settlement Amount of One
18 Million Five Hundred Thousand Dollars (\$1,500,000) and the terms of the Settlement are fair,
19 reasonable, and adequate to the Class and to each Class Member. The Class Members who have
20 not opted-out will be bound by the Settlement. Aggrieved Employees (as defined in the Agreement
21 as all individuals who were employed by Defendant in California and classified as a non-exempt
22 employee at any time during the PAGA Period which is September 16, 2021 through July 3, 2023
23 will be subject to the release of the Released PAGA Claims as set forth in the Agreement, and will
24 be sent an Individual PAGA Payment, regardless of whether they opt-out of the Class. The
25 Settlement is ordered finally approved, and all terms and provisions of the Settlement should be
26 and hereby are ordered to be consummated. Defendant shall fully fund the Gross Settlement
27 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes in
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Exhibit C-1

1 accordance with the Agreement, by transmitting the funds to the Administrator no later than 14
2 days after the Effective Date as provided by the Agreement.

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

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

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

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

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

27 13. Pursuant to the authorities and argument presented to the Court, the Court approves
28 the payment of attorneys' fees to Class Counsel in the sum of \$ [REDACTED], plus litigation

Exhibit C-1

1 expenses in the amount of \$ [REDACTED]. Said amount shall be paid from the Gross Settlement
2 Amount.

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

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

8 **IT IS SO ORDERED.**

9 Dated: _____

10 The Honorable [REDACTED]
11 Judge of the Superior Court
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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: _____

Hearing Time: _____

Judge: _____

Dept.: _____

Action Filed: September 16, 2022

Trial Date: Not set

Exhibit C-2

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

Exhibit C-2

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

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

Exhibit C-2

1 discrimination, unemployment insurance, disability and worker's compensation, and claims
2 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 _____ a.m. / p.m., and the
14 written certification of the Administrator shall be filed no later than fourteen (14) days before this
15 hearing.

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

17 Dated: _____

18 _____
19 The Honorable [REDACTED]
20 Judge of the Superior Court
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EXHIBIT #3

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

FEBRUARY 26, 2024

MATT TRAVIS

RE: WESTERN CORRUGATED
FILE NUMBER: CA2644.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/05/22	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURTS. ANALYZE DEFENDANT'S BUSINESS OPERATIONS IN CA AND COMPANY FINANCIALS. CONFERENCE WITH PLAINTIFF TO DISCUSS.	3.60	850	3,060.00
04/15/22	ND	REVIEW EMAILS AND DOCS FROM PLAINTIFF REGARDING INDIVIDUAL RETALIATION/DISCRIMINATION ISSUES. LEGAL RESEARCH DFEH CLAIMS AND STATUTE OF LIMITATIONS. ANALYZE RECENT COURT OPINIONS REGARDING THE SAME.	3.50	850	2,975.00
05/01/22	ND	REVIEW AND ANALYZE ENTIRE EMPLOYMENT FILE. ANALYZE ALL PAY STATEMENTS FOR 226(A) AND OVERTIME VIOLATIONS. LEGAL RESEARCH REGARDING 226 AND REGULAR RATE OPINIONS. STATUS UPDATE TO PLAINTIFF.	4.50	850	3,825.00
05/05/22	ND	REVIEW FACTS AND LAW. DRAFT COMPLAINT.	4.60	850	3,910.00
05/15/22	ND	DRAFT COMPLAINT.	3.70	850	3,145.00
05/25/22	ND	CALL WITH PLAINTIFF REGARDING CURRENT WORK STATUS AND	2.40	850	2,040.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		STATUS OF COMPLAINT ALLEGATIONS. REVIEW AND REVISE COMPLAINT. ADD 2802 ALLEGATIONS, ANALYZE FACTS AND LAW. SEND COMPLAINT TO PLAINTIFF FOR APPROVAL.			
05/26/22	ND	REVIEW PAYSTUBS AND COMPLAINT. DRAFT PAGA NOTICE AND UPLOAD TO LWDA WEBSITE.	2.00	850	1,700.00
05/28/22	ND	REVIEW CASE FILE. DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND LAW. ANALYZE POTENTIAL CLASS SIZE AND DAMAGES.	1.90	850	1,615.00
<u>TOTAL BILLED HOURS</u>					
NICK DEBLOUW		26.20 hr @ 850.00	\$ 22,270.00		
TOTAL PROFESSIONAL SERVICES			26.20		<u>\$ 22,270.00</u>
TOTAL CURRENT CHARGES					<u>\$ 22,270.00</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 02/26/2024
Due On: 03/27/2024

Matthew Travis
690 Manor Drive
Pacifica, CA 94044

CA2644

Alto Pharmacy LLC

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/07/2022	Review/analyze corr re update re finalizing settlement docs from defense attorney. Analyze next steps.	1.00	\$895.00	\$895.00
Service	08/10/2022	Review complaint for filing, analyze, advise ND	2.60	\$450.00	\$1,170.00
Service	08/18/2022	Revise complaint for filing, advise ND	2.60	\$450.00	\$1,170.00
Service	09/15/2022	Review case notes/damage analysis	0.50	\$675.00	\$337.50
Service	09/15/2022	Review & analyze employment file documents	3.50	\$675.00	\$2,362.50
Service	09/15/2022	Review documents and valuation of claims; review draft complaint; analysis of issues; advise staff	2.50	\$950.00	\$2,375.00
Service	09/16/2022	Review, edit & finalize class action complaint draft	3.00	\$675.00	\$2,025.00
Service	09/16/2022	Draft summons and civil case cover sheet re class action	0.50	\$675.00	\$337.50
Service	09/16/2022	Review & finalize class action complaint draft; e-file in SF Sup. Ct.	0.50	\$675.00	\$337.50
Service	09/16/2022	Draft summons and civil case cover sheet re paga action	0.50	\$675.00	\$337.50
Service	09/16/2022	Draft PAGA only representative action complaint	4.00	\$675.00	\$2,700.00
Service	09/16/2022	Review & finalize paga action complaint draft; e-file in SF Sup. Ct.	0.50	\$675.00	\$337.50

Service	09/16/2022	Review PAGA Notice. Review and revise PAGA Complaint. Discuss with R. Ehmann. Status update to Plaintiff.	1.80	\$850.00	\$1,530.00
Service	09/19/2022	Review court-returned documents; review docket; memo to firm re judicial/departement assignment and status of initial case management conference re class action	0.50	\$675.00	\$337.50
Service	09/19/2022	Review court-returned documents; review docket; memo to firm re judicial/departement assignment and status of initial case management conference re PAGA action	0.50	\$675.00	\$337.50
Service	09/19/2022	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
Service	11/04/2022	Prepare initial documents for service of process; identify registered agent; send out for service via Knox re class action	0.70	\$675.00	\$472.50
Service	11/04/2022	Prepare initial documents for service of process; identify registered agent; send out for service via Knox re paga action	0.70	\$675.00	\$472.50
Service	11/09/2022	File Proof of Service of Summons re class action; memo to firm re post-service written discovery	0.50	\$675.00	\$337.50
Service	11/09/2022	File Proof of Service of Summons re paga action; memo to firm re post-service written discovery	0.50	\$675.00	\$337.50
Service	12/06/2022	Review and analyze documents/legal and factual issues; strategize re discovery and case management.	3.50	\$750.00	\$2,625.00
Service	01/13/2023	Review late payment of wage claims under Cal. Lab. Code Section 204. Review and analyze sick pay claims. Legal research regarding the same. Status update to Plaintiff. Review all discovery to date and mediation issues.	3.10	\$850.00	\$2,635.00
Service	01/25/2023	Strategize re mediation.	0.50	\$750.00	\$375.00
Service	01/31/2023	Draft: draft CMC statements for PAGA and class cases; review complaints and documents; review court's orders and docket; review correspondence between parties; advise AJB	2.50	\$750.00	\$1,875.00
Service	03/17/2023	Review and Analyze: review correspondence between parties; review stipulation re consolidation	0.50	\$750.00	\$375.00
Service	03/21/2023	Draft: draft mediation data request; review documents; review case notes and complaint; advise AJB	2.10	\$750.00	\$1,575.00
Service	03/22/2023	Correspondence with Opposing Counsel: correspondence re mediation data request; review discovery; advise PM and AJB	1.80	\$750.00	\$1,350.00
Service	04/15/2023	Review and analyze data produced for mediation purposes. Review court docket and case file. Prepare	4.50	\$850.00	\$3,825.00

		for mediation.			
Service	04/17/2023	Review pay stubs exemplars for 226 violations. Review and analyze overtime claims and regular rate violations. Legal research regarding the same. Call with Plaintiff to discuss background facts for mediation brief. Discuss claims and settlement authority.	5.20	\$850.00	\$4,420.00
Service	04/19/2023	Review facts and law. Draft mediation brief.	6.90	\$850.00	\$5,865.00
Service	04/21/2023	Legal research regarding previous settlements with similar claims and workweeks for mediation valuation. Analyze time and payroll data for meal break violations. Research class certification issues regarding meal and rest break claims.	4.10	\$850.00	\$3,485.00
Service	04/26/2023	Draft mediation brief.	8.00	\$895.00	\$7,160.00
Service	04/26/2023	Receipt and Review of Correspondence: review correspondence between parties; review Def's mediation brief; review documents; advise PM	1.00	\$750.00	\$750.00
Service	04/27/2023	Review and Analyze: review documents produced for mediation; advise AJB	0.50	\$750.00	\$375.00
Service	04/27/2023	Prep for and have call with mediator re percentage of bonus overtime exception.	1.00	\$895.00	\$895.00
Service	04/27/2023	Review research and analysis of claims; review and revise mediation brief and materials; provide input regarding claims and strategy	2.00	\$950.00	\$1,900.00
Service	04/28/2023	Finalize and file mediation brief.	2.00	\$895.00	\$1,790.00
Service	05/02/2023	Review mediation brief/exhibits/prep opening statement for possible joint session. Review comparable settlements in our file/Law360/Lexis.	3.00	\$895.00	\$2,685.00
Service	05/02/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	05/02/2023	Review and analyze all mediation materials including exhibits to mediation brief and expert damage and penalty report. Status update to Plaintiff. Prepare for mediation.	2.50	\$850.00	\$2,125.00
Service	05/03/2023	Review docs re settlement issues. Advise AJ.	1.25	\$995.00	\$1,243.75
Service	05/03/2023	Prep and appear for mediation.	12.00	\$895.00	\$10,740.00
Service	05/03/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	05/03/2023	Review mediation notes. Discuss with partners. Review and analyze MOU terms and send to Plaintiff for signature. Conference with Plaintiff to discuss terms and process of settlement approval.	1.30	\$850.00	\$1,105.00
Service	05/04/2023	Outline long form.	2.00	\$995.00	\$1,990.00

Service	05/05/2023	Review fully executed MOU from Defendant. Calendar deadlines triggered by signing. Work on meeting deadlines.	3.00	\$895.00	\$2,685.00
Service	05/05/2023	Review and Analyze: review executed MOU; review deadlines; advise PM	0.70	\$750.00	\$525.00
Service	05/10/2023	Review/analyze corr from defendant re: stipulation to consolidate the two lawsuits into a single action and file an amended complaint. Review team member's response. Analyze consolidation issues/rules/procedures.	3.50	\$895.00	\$3,132.50
Service	05/10/2023	outline long form, analyze approval issues.	2.75	\$995.00	\$2,736.25
Service	05/12/2023	Review MOU and case docket; draft stipulation to consolidate class action and PAGA action.	1.50	\$750.00	\$1,125.00
Service	05/12/2023	Review draft stipulation to consolidate the two lawsuits. Analyze result of filing in prior case in same Court.	1.00	\$895.00	\$895.00
Service	05/30/2023	Review MOU and status of actions and procedural history; draft long-form settlement agreement.	5.00	\$750.00	\$3,750.00
Service	05/31/2023	Draft and send email to TPA requesting settlement administration estimate.	0.25	\$750.00	\$187.50
Service	05/31/2023	Review/analyze draft long form settlement agreement and ensure consistency w/ MOU.	2.75	\$895.00	\$2,461.25
Service	06/02/2023	Draft: draft FAC and stipulation; correspondence to Def; review MOU; advise PM	1.50	\$750.00	\$1,125.00
Service	06/12/2023	Review/analyze Redlines and comments from defense attorney to long form settlement agreement. Review case calendar/local rules/Court orders to ensure compliance.	3.00	\$895.00	\$2,685.00
Service	06/22/2023	Review and analyze Def. revisions to settlement agreement; draft memo regarding Def. revisions and circulate to KN.	1.50	\$750.00	\$1,125.00
Service	06/22/2023	Correspondence with Opposing Counsel: correspondence regarding FAC and stipulation to amend; review status of settlement; advise PM	1.10	\$750.00	\$825.00
Service	07/11/2023	Review status of settlement agreement; follow up with KN re the same; review upcoming tasks to finalize settlement agreement.	0.50	\$750.00	\$375.00
Service	07/20/2023	Review/analyze respond to mediator re status of settlement. Review/analyze issues id'd by team re long form and related case. Analyze related case issues.	2.00	\$895.00	\$1,790.00
Service	07/20/2023	Analysis of settlement issues; review Defendant's revisions and memo from PM; review and revise agreement; research Amaro; email staff re FAC; email Def with revised Agreement	3.00	\$950.00	\$2,850.00

Service	07/20/2023	Review status of settlement agreement and advise KN; review status of amended complaint.	0.75	\$750.00	\$562.50
Service	07/20/2023	File and serve Stipulation to file the Consolidated Complaint	0.60	\$250.00	\$150.00
Service	07/20/2023	Draft CMC Stmt., Draft, POS, file and serve.	1.20	\$250.00	\$300.00
Service	08/01/2023	Review status of action; draft and finalize CMC statement.	1.00	\$750.00	\$750.00
Service	08/02/2023	Review docket and review revised stip to file amended complaint	0.50	\$750.00	\$375.00
Service	08/03/2023	Review and Analyze: review CMC statement; review court's orders and docket	0.40	\$750.00	\$300.00
Service	08/04/2023	Review draft of Agreement as to remaining issues; review status of FAC and stip; memo to staff re remaining items	0.50	\$950.00	\$475.00
Service	08/07/2023	Review and finalize stipulation for leave to file amended complaint.	0.50	\$750.00	\$375.00
Service	08/07/2023	Review and Analyze: review and finalize stipulation re FAC; review MOU and timeline; advise PM and GG	1.50	\$750.00	\$1,125.00
Service	08/09/2023	Review and Analyze: review court's orders and docket; advise PM and CJ	0.40	\$750.00	\$300.00
Service	08/10/2023	Review/analyze and verify def counsel's claim re workweeks and escalator clause trigger.	1.00	\$895.00	\$895.00
Service	08/10/2023	Receipt and Review of Correspondence: review correspondence and data from Def; review status of amended complaint and stipulation; advise PM and KN	1.10	\$750.00	\$825.00
Service	08/21/2023	Review and Analyze: review orders and docket; advise re amended complaint; review long form settlement agreement; advise PM	0.90	\$750.00	\$675.00
Service	08/22/2023	Draft exhibits to Agreement; perform final review of Agreement and fix typos; email Def	4.30	\$950.00	\$4,085.00
Service	08/22/2023	Review draft settlement agreement and advise KN re error in draft.	0.40	\$750.00	\$300.00
Service	08/23/2023	Prepare final agreement and final exhibits; email Def; memo to staff	1.00	\$950.00	\$950.00
Service	08/23/2023	Review and analyze settlement agreement terms for conformity with MOU. Conference with Plaintiff to discuss. Follow up for signature.	1.10	\$850.00	\$935.00
Service	08/24/2023	Prepare signed agreement; emails with Def	0.50	\$950.00	\$475.00
Service	08/25/2023	Email re typo in settlement documents; discuss and fix typo; email Def; prepare final agreement with final	1.00	\$950.00	\$950.00

exhibits					
Service	08/25/2023	Receipt and Review of Correspondence: review correspondence between parties; review status of agreement and exhibits; advise PM	0.50	\$750.00	\$375.00
Service	08/28/2023	Review emails regarding revisions to exhibits and settlement agreement; review status of settlement agreement finalization.	0.50	\$750.00	\$375.00
Service	09/07/2023	Legal research on release issues	0.30	\$950.00	\$285.00
Service	09/19/2023	prepare settlement/approval outline; prepare calculations; analysis of Kullar valuation issues	2.50	\$950.00	\$2,375.00
Service	09/19/2023	Draft motion for preliminary approval; email with Defendant; analysis of issues for motion; research for motion	4.00	\$950.00	\$3,800.00
Service	09/20/2023	Review prelim motion, analyze for final. Advise KN.	2.75	\$995.00	\$2,736.25
Service	10/02/2023	Review status of preliminary approval motion; draft and finalize CMC statement.	0.50	\$750.00	\$375.00
Service	10/03/2023	Review and revise motion for preliminary approval	1.50	\$950.00	\$1,425.00
Service	10/03/2023	Draft declaration ISO motion for prelim; work on valuation issues	2.80	\$950.00	\$2,660.00
Service	10/04/2023	Review file; draft declaration of Matthew Travis re preliminary approval/service award declaration; email to client re draft declaration	2.75	\$675.00	\$1,856.25
Service	10/06/2023	Work on approval motion; revise motion; revise decl per Def comments; analysis of issues raised; review pleadings	1.75	\$950.00	\$1,662.50
Service	10/09/2023	Work on motion for prelim; review and revise declaration; prepare exhibits; review and revise motion for final; prepare proposed order; file and serve motion; serve LWDA	3.00	\$950.00	\$2,850.00
Service	10/20/2023	Review amendment documents prepared by Defendant; analysis of issue; research labor code citations; revise documents and prepare redlines; email Defendant.	2.00	\$950.00	\$1,900.00
Service	10/25/2023	Review and revise Amendment; doublecheck Def revisions; prepare final Amendment; prepare final Exhibits A and B; revise Exhibit C and send redline revisions to Def; legal research on LaCour and Uribe; emails with staff and with AJ	2.75	\$950.00	\$2,612.50
Service	10/25/2023	Status update to Plaintiff explaining the reason for the amended settlement agreement. Discuss timing and process of settlement payout. Follow up for signature.	0.60	\$850.00	\$510.00
Service	10/26/2023	Draft amended PAGA Notice; discuss with Def; revise	1.50	\$950.00	\$1,425.00

		for final; serve LWDA			
Service	10/26/2023	Prepare final executed Amendment; revise stipulation; prepare final stipulation for filing; file and serve; serve LWDA	2.75	\$950.00	\$2,612.50
Service	11/02/2023	Court appearance - motion for preliminary approval; prepare for hearing; review tentative and emails	1.00	\$950.00	\$950.00
Service	11/02/2023	Review documents and memo to Admin with documents; review docket	0.50	\$950.00	\$475.00
Service	11/03/2023	Review docket; download and review signed order; email to counsel and to Admin	0.50	\$950.00	\$475.00
Service	11/08/2023	Review Admin email; research issues and respond; review tentative timeline and respond	0.40	\$950.00	\$380.00
Service	12/04/2023	Review Def email; research issue and review emails and uploads; review LWDA website; upload Amened PAGA Notice a second time.	0.50	\$950.00	\$475.00
Service	12/04/2023	Review formatted documents; memo to staff; review calculations and doublecheck calcs	1.00	\$950.00	\$950.00
Service	12/07/2023	Review Def email; research issue and forward emails requested; respond to email; check LWDA website	0.30	\$950.00	\$285.00
Service	01/02/2024	Review and respond to class member inquiries.	0.60	\$850.00	\$510.00
Service	01/17/2024	Review and respond to class member inquiries.	0.70	\$850.00	\$595.00
Service	02/13/2024	Review settlement agreement and preliminary approval order; strategize re final approval motion.	1.00	\$750.00	\$750.00
Service	02/14/2024	Draft final approval motion; review fees and costs incurred; draft notice of motion re final approval; review settlement agreement and amendment to settlement agreement; review procedural history of action.	4.00	\$750.00	\$3,000.00
Service	02/19/2024	Review and revise motion for final approval; revise and redline proposed order and proposed Judgment	2.75	\$950.00	\$2,612.50
Service	02/25/2024	Draft declaration ISO motion	3.00	\$950.00	\$2,850.00
Service	02/26/2024	Draft declaration ISO motion; prepare exhibits	3.00	\$950.00	\$2,850.00
Service	02/26/2024	Review and revise motion for final approval; prepare motion for final; file and serve motion; serve LWDA	2.75	\$950.00	\$2,612.50
Services Subtotal					\$177,183.75

Expenses

Type	Date	Notes	Quantity	Rate	Total
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Expense	06/09/2022	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	09/22/2022	Court/Onelegal Fees	1.00	\$1,490.20	\$1,490.20
Expense	09/22/2022	Court/Onelegal Fees	1.00	\$460.70	\$460.70
Expense	11/10/2022	Court/OneLegal Fee	1.00	\$82.62	\$82.62
Expense	11/10/2022	Court/OneLegal Fee	1.00	\$82.62	\$82.62
Expense	11/14/2022	OneLegal/Filing Fee	1.00	\$12.87	\$12.87
Expense	11/18/2022	Court fees/OneLegal Fees	1.00	\$12.87	\$12.87
Expense	11/30/2022	KNOX filing and messenger service	1.00	\$217.25	\$217.25
Expense	11/30/2022	KNOX filing and messenger service	1.00	\$223.45	\$223.45
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$217.25	\$217.25
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$223.45	\$223.45
Expense	02/06/2023	filing via One Legal	1.00	\$13.33	\$13.33
Expense	02/06/2023	filing via One Legal	1.00	\$13.33	\$13.33
Expense	03/13/2023	Mediation Fees - Jeff Ross	1.00	\$12,500.00	\$12,500.00
Expense	05/18/2023	One Legal filing fee	1.00	\$84.16	\$84.16
Expense	05/24/2023	Berger Consulting Fee.	1.00	\$3,525.00	\$3,525.00
Expense	05/30/2023	One Legal Filing Fee	1.00	\$33.92	\$33.92
Expense	08/07/2023	One Legal Filing Fee	1.00	\$13.33	\$13.33
Expense	08/10/2023	One Legal Filing Fee	1.00	\$61.77	\$61.77
Expense	08/11/2023	One Legal Filing Fee	1.00	\$87.51	\$87.51
Expense	08/11/2023	One Legal Filing Fee	1.00	\$77.21	\$77.21
Expense	08/14/2023	One Legal Filing Fee	1.00	\$33.92	\$33.92
Expense	08/22/2023	One Legal Filing Fee	1.00	\$13.33	\$13.33
Expense	09/01/2023	Lexis Nexis	1.00	\$126.00	\$126.00
Expense	10/02/2023	LexisNexis	1.00	\$24.00	\$24.00
Expense	10/04/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$77.21	\$77.21
Expense	10/06/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$13.33	\$13.33
Expense	12/03/2023	LexisNexis	1.00	\$328.00	\$328.00
Expense	01/02/2024	LexisNexis	1.00	\$248.00	\$248.00
Expense	02/05/2024	LexisNexis	1.00	\$220.00	\$220.00

Expense	02/26/2024	Filing fee - motion.	1.00	\$60.00	\$60.00
				Expenses Subtotal	\$20,651.63

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	43.25	\$895.00	\$38,708.75
Norm Blumenthal	8.75	\$995.00	\$8,706.25
Scott Blumenthal	16.0	\$450.00	\$7,200.00
Nicholas De Blouw	32.4	\$850.00	\$27,540.00
Ricardo Ehmann	19.55	\$675.00	\$13,196.25
Piya Mukherjee	21.9	\$750.00	\$16,425.00
Kyle Nordrehaug	55.35	\$950.00	\$52,582.50
Victoria Rivapalacio	16.5	\$750.00	\$12,375.00
Gerardo Galaviz	1.8	\$250.00	\$450.00
		Subtotal	\$197,835.38
		Total	\$197,835.38

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	03/27/2024	\$197,835.38	\$0.00	\$197,835.38
Outstanding Balance				\$197,835.38
Total Amount Outstanding				\$197,835.38

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT #6

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6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN FRANCISCO**

10
11 MATTHEW TRAVIS, an individual, on behalf
of himself and on behalf of all persons similarly
12 situated,

13 Plaintiffs,

14 v.

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

17 Defendants.
18
19
20
21
22
23
24
25

Case No. CGC-22-601836

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

**DECLARATION OF MATTHEW
TRAVIS IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: November 2, 2023

Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer

Dept.: 302

Action Filed: September 16, 2022

Trial Date: Not set

1 I, Matthew Travis, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I worked in California for Alto Pharmacy LLC ("Alto Pharmacy") from November
10 of 2019 to April of 2023 and I was classified by Alto Pharmacy as a non-exempt employee
11 during this time period.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 ILYM Group, Inc., the settlement administrator. I am not aware of any other pending matter or
19 action asserting claims that will be extinguished or adversely affected by this settlement.
20

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 due in part to staffing shortages, I was regularly unable to take compliant meal and rest breaks.
24 Also, I never received any rest break premium payments for these violations. To the extent I
25 received meal break penalty payments for meal break violations, they were not paid at the correct
26 rate. I was also not paid for all the time I worked. For example, I received messages via text and
27

1 the "Slack" application during off hours related to work-related issues, such as scheduling and
2 instructions for drivers in the field as I sometimes was asked to act as a conduit for
3 communications to those employees. I was also not reimbursed for using my cell phone for
4 work-related purposes.

5
6 6. I spoke to my attorneys several times and discussed how Alto Pharmacy implemented its
7 company policies and procedures. I also assisted my attorneys in their investigation into my
8 claims by providing them documents and answering their questions. I reviewed the complaint
9 before it was filed and after it was filed I was given access to an electronic file sharing program
10 that alerted me via email when important documents were filed so that I could review them and
11 keep up with the developments in the case which I understood was one of my duties as a class
12 representative. I would also contact my attorneys from time to time if I had any questions about
13 the case.
14

15 7. Even though this action is in the process of settling, I was and remain prepared to
16 perform all the duties of a class representative. I understand that as a class representative I have
17 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
18 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
19 benefit of the class members and surrender any right to compromise the group action for an
20 individual gain.
21

22 8. I understood that being a plaintiff/class representative in this case meant that I
23 was seeking damages not only for myself but also other current and/or former non-exempt
24 employees working for Alto Pharmacy in California. I felt that these individuals were not aware
25 of their labor law rights and even if they were they would probably be apprehensive about
26 speaking up or even simply because of the time, effort and risk involved in filing a class action
27

lawsuit.

9. I understood that being a part of this lawsuit involved risks. For example, my attorneys explained to me that if the case went to trial and we lost, I could be held responsible to pay for all or part of the attorney fees and costs paid by Alto Pharmacy to defend this lawsuit. Also, I knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it against me or downgrade me as a potential hire. As the only named Plaintiff in this case it would not be difficult for a future employer to become aware that I sued my employer for labor law violations. Ultimately I decided these risks were worth it and decided to fight for my rights and the rights of others regardless of the risks, time and effort I spent on this case.

10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up to date on important developments by reviewing court filings that were made available to me electronically as I described above.

11. A mediation took place on May 3, 2023 with Jeff Ross, a well-respected and experienced mediator of wage and hour class actions. After the mediation the parties were able to reach an agreement to settle the action. I communicated with my attorneys regarding the terms of the settlement which was reached between the parties and understood that I was representing absent class members and therefore wanted the best possible result to be obtained for the class members and I believe a very positive result was in fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on May 3, 2023 and when the final settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on August 23, 2023.

12. I have been actively involved with this lawsuit performing the duties described above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed court

1 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
2 the settlement process. I estimate that I spent approximately 30-40 hours working on this case
3 up until this point. I believe I have been diligent and have done what is expected of a named
4 plaintiff and a proposed class representative to date, and will continue to do so. I have and
5 always will maintain the best interest of the class members.
6

7 13. My attorneys explained to me that the settlement process involves a two-step
8 review by the Court to determine whether the settlement is fair before approving the settlement.
9 I know this process also involves notifying all class members of the settlement terms and of their
10 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
11 settlement.
12

13 14. I believe I did the right thing by filing this case on behalf of the class members who,
14 subject to court approval, are in line to receive monetary payments as a result of this case and
15 settlement. This is money they may never have ever gotten if I did not pursue this action on their
16 behalf. I feel significant personal satisfaction to know that I played a role in the class members
17 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
18 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
19 compensation for the work I performed and the risks I undertook.
20

21 15. As part of the settlement it was necessary for me to sign a general release of all
22 claims I may have against Alto Pharmacy. I believe the Class Representative Service Payment I
23 have requested provides me with some compensation for this agreed release.
24

25 16. In light of all the time and effort I have spent on this case, the risk I undertook by
26 suing my employer, the exposure to being responsible for paying Alto Pharmacy's costs in the
27 event we did not win the case, the reputational risk that future employers may hold this lawsuit
28

1 against me, the general release, and in light of the size of the settlement, I believe the request for
2 \$10,000 as a Class Representative service payment is fair and reasonable.

3
4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct.

6 Executed on Oct 4, 2023, at Pacifica , ca.
7 (city, state)

8 
9 Matthew Travis (Oct 4, 2023 13:33 PDT)

Matthew Travis