

JS-6

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

LORENA ALVAREZ, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

AMERISOURCEBERGEN DRUG  
CORPORATION, a Corporation; and DOES  
1 through 50, inclusive,

Defendants.

Case No.: 8:19-CV-02253-MCS-KES

**ORDER GRANTING PLAINTIFF'S  
MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT  
[32] AND MOTION FOR APPROVAL  
OF ATTORNEYS' FEES, COSTS,  
AND CLASS REPRESENTATIVE  
PAYMENT [33]; FINAL JUDGMENT  
THEREON**

On June 7, 2021, a hearing was held on the motion of Plaintiff Lorena Alvarez, on behalf of herself and Class Members, for final approval of the Class Action Settlement Agreement and Release (“Settlement Agreement”) entered into between Plaintiff and Defendant AmerisourceBergen Drug Corporation (“Defendant”) (Defendant and Plaintiff are collectively referred to as the “Parties”). Due and adequate notice has been given to the Class Members as required by this Court’s Order Granting Motion for Preliminary Approval of Class Action Settlement. *See* Preliminary Approval Order, ECF No. 30. Having considered the papers on Plaintiff’s Motion for Final Approval of Class Action Settlement (“Motion for Final Approval of Settlement”) and Plaintiff’s Motion for Approval of Attorneys’ Fees, Costs, and Class Representative Service Payment (“Motion

for Attorneys' Fees and Costs"), the Settlement Agreement, and the record and proceedings herein, and having determined that the Settlement is fair, adequate, and reasonable, and otherwise being fully informed, the Court orders as follows:

1. Plaintiff's Motion for Final Approval of Settlement, and Plaintiff's Motion for Attorneys' Fees and Costs is **GRANTED**.

2. All terms used herein shall have the same meaning as given them in the Settlement Agreement.

3. The Court has jurisdiction over the subject matter of this proceeding and over all Parties to this proceeding, including all members of the Settlement Class.

4. The Court certifies the Class during the Settlement Class Period of November 19, 2018 to February 20, 2020, as set forth in the Settlement Agreement, for purposes of this Settlement only.

5. Distribution of the Class Settlement Notice directed to the Class Members as set forth in the Settlement Agreement has been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The Class Settlement Notice provided due and adequate notice of the proceedings and of the matters set forth in the Preliminary Approval Order, including the proposed Settlement. The Class Settlement Notice provided adequate and appropriate notice to all persons entitled to such Class Settlement Notice and therefore fully satisfied due process requirements. All but three members of the Class are covered by and included within the Settlement and within this Final Approval Order and Final Judgment. Only three class members have opted-out within the opt-out deadline of April 26, 2021.

6. The Court finds that the Settlement was entered into in good faith and has been reached as a result of intensive, serious, and non-collusive arm's-length negotiations. The Court further finds that Plaintiff has satisfied the standards and applicable requirements for final approval of the Settlement under Rule 23 of the Federal Rules of Civil Procedure and California law.

7. The Court approves the Settlement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the

Settlement according to its terms and provisions, and in compliance with this Final Approval Order and Final Judgment.

8. Upon entry of this Final Approval Order and Final Judgment, Plaintiff and each member of the Settlement Class shall be deemed to have released the Releasees from all Released Claims during the Class Period. "Settlement Class" shall mean all Class Members who did not timely submit a signed valid Opt-Out Request that is received by the Settlement Administrator. "Releasees" shall mean Defendant and its parents, subsidiaries, affiliates, owners, predecessors, successors, and associated organizations, past and present, and each of their respective trustees, directors, officers, agents, joint employers, attorneys, managing agents, employees, contractors, insurers, representatives, assigns, all persons acting by, through, under, or in concert with any of them, and/or all persons acting on behalf of them. "Released Claims," as to each member of the Settlement Class, shall mean any and all claims against Releasees that were or could have been pled based on the facts alleged in the First Amended Complaint, including, but not limited to, claims based on pay stubs / wage statements and claims for statutory and civil penalties based thereon, that accrued from November 19, 2018, through February 20, 2020, whether based on California's Wage Orders, the California Labor Code, including, but not limited to, Sections 226, 226.3, and 2698 through 2699.5 (PAGA), or any other provision of law.

9. Plaintiff and all Settlement Class Members are prohibited from asserting a claim released under the Settlement Agreement, and from commencing, or joining in a lawsuit or adversary proceeding against Releasees for the Released Claims on their own behalf or as putative representatives of others.

10. The Court confirms as Class Counsel, Larry W. Lee of Diversity Law Group, P.C., Edward W. Choi of Law Office of Choi & Associates, Dennis S. Hyun of Hyun Legal, APC and William L. Marder of Polaris Law Group.

11. The Court finds the monetary settlement of \$500,000.00, provided for in the Settlement Agreement to be fair, reasonable, and adequate.

12. The Court orders ILYM Group to distribute the Gross Settlement Amount including Settlement Payments to the Settlement Class in accordance with the terms of

the Settlement Agreement.

13. The Court approves the payment of \$10,000.00 to ILYM Group for settlement administration costs. The payment authorized by this paragraph shall be made in accordance with the terms of the Settlement Agreement.

14. The Court further approves the payment of \$10,000.00 to Plaintiff Lorena Alvarez for her Class Representative Service Payment. The payment authorized by this paragraph shall be made in accordance with the terms of the Settlement Agreement.

15. The Court further approves the PAGA Payment which shall constitute Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00).

16. Under the terms of the Settlement, an award of attorneys' fees in the amount of \$166,666.67 (equal to 33 1/3% of the Gross Settlement Amount), and for costs and expenses in the amount of \$7,761.73, as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel is **GRANTED**. The Court finds that Class Counsel's request is fair and reasonable, and that the results achieved justify the award. The payment of fees and costs to Class Counsel shall be made in accordance with the terms of the Settlement.

17. This Action is **DISMISSED with prejudice**. This Order shall constitute notice of entry of judgment pursuant to Federal Rule of Civil Procedure 58.

**IT IS SO ORDERED AND ADJUDGED.**

Dated: June 7, 2021



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HON. MARK C. SCARSI  
U.S. DISTRICT COURT JUDGE