

PLAINTIFF/PETITIONER: John Doe DEFENDANT/RESPONDENT: California Department of Public Health, et al.	CASE NUMBER: 20STCV32364
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**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. deposited the sealed envelope with the United States Postal Service.
- b. placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
- b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- | | |
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| a. Name of person served:

Street address:
City:
State and zip code: | c. Name of person served:

Street address:
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State and zip code: |
| b. Name of person served:

Street address:
City:
State and zip code: | d. Name of person served:

Street address:
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State and zip code: |

Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached _____.

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

Date: _____

_____ (TYPE OR PRINT NAME OF DECLARANT)		_____ (SIGNATURE OF DECLARANT)
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NOTICE OF ENTRY OF JUDGMENT OR ORDER

For your protection and privacy, please press the Clear This Form button after you have printed the form.

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ATTACHMENT A

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FILED
Superior Court of California
County of Los Angeles
08/25/2023

David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

JOHN DOE, on behalf of himself and all others
similarly situated and for the benefit of the general
public,

Plaintiff,

v.

CALIFORNIA DEPARTMENT OF PUBLIC
HEALTH; *et al.*,

Defendants.

Case No. 20STCV32364

*[Assigned to the Hon. Lawrence P. Riff in Dept.
7 of Spring Street Courthouse]*

**UPDATED [~~PROPOSED~~] FINAL
JUDGMENT**

Final Approval Hearing Scheduled Per May 19,
2023 Preliminary Approval Order:

Hearing Date: August 25, 2023
Time: 10:00 a.m.

1 Plaintiff's Motion for Final Approval of Class Action Settlement, Order Approving Attorneys'
2 Fees and Reimbursement of Expenses, and Payment to the Class Representative came on for hearing
3 before this Court on August 25, 2023.

4 The Court granted the Motion and entered an Order finally approving the Settlement, approving
5 the payment of attorneys' fees and reimbursements of expenses, and approving a payment to the Class
6 Representative ("Final Approval Order"). The Final Approval Order pertains to the following class:
7 "All persons to whom the CDPH Mailing was mailed, provided, or sent for delivery."¹ A true and
8 correct copy of the Final Approval Order is attached hereto as Exhibit 1 and incorporated by reference
9 herein.

10 The following one (1) Settlement Class Member, identified only by a unique identification
11 number in order to protect his, her, or their privacy, has opted out of the Settlement: D7FWC-NMYQX.
12 The identity of the person who opted out will be maintained by the Settlement Administrator until the
13 terms of the Settlement have been effectuated, and then retained by the California Department of Public
14 Health.

15 Settlement Class Members who did not opt-out released the following claims under the
16 Amended Settlement Agreement:

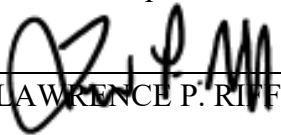
17 . . . any and all liabilities, rights, claims, actions, causes of action, demands, damages,
18 penalties, costs, attorneys' fees, losses, and remedies, existing or potential, suspected or
19 unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that are based on the
facts alleged in the Amended Complaint.

20 IN ACCORDANCE with the terms of the Court's Final Approval Order, it is hereby
21 ORDERED, ADJUDGED, AND DECREED that:

- 22 1. The Court enters final judgment consistent with the terms of the Final Approval Order.
23 2. As set forth in the Final Approval Order, the Court retains jurisdiction over this action
24 to enforce the provisions of the Settlement Agreement under California Code of Civil Procedure section
25 664.6, as well as to amend the Final Judgment to reflect the amount to be paid to the *cy pres* recipient.

26 DATED: 08/25/2023, 2023



27 
HON. LAWRENCE P. RIFF

28 Lawrence P. Riff / Judge

¹ Unless otherwise specified, all defined terms herein have the same meaning as the meaning described in the Amended Settlement Agreement ("Settlement Agreement").

EXHIBIT 1

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FILED
Superior Court of California
County of Los Angeles

08/25/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

JOHN DOE, on behalf of himself and all others
similarly situated and for the benefit of the general
public,

Plaintiff,

v.

CALIFORNIA DEPARTMENT OF PUBLIC
HEALTH, *et al.*

Defendants.

Case No. 20STCV32364

*[Assigned to the Hon. Lawrence P. Riff in Dept.
7 of Spring Street Courthouse]*

**UPDATED [~~PROPOSED~~] FINAL
APPROVAL ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
PAYMENT OF ATTORNEYS' FEES AND
REIMBURSEMENT OF EXPENSES, AND
PAYMENT TO THE CLASS
REPRESENTATIVE**

Final Approval Hearing Scheduled Per May 19,
2023 Preliminary Approval Order:

Hearing Date: August 25, 2023
Time: 10:00 a.m.

1 On May 19, 2023, this Court entered an order granting Plaintiff’s Motion for preliminary
2 approval of the Settlement Agreement between Plaintiff, for himself and on behalf of the
3 Settlement Class, on the one hand, and CALIFORNIA DEPARTMENT OF PUBLIC HEALTH,
4 DR. TOMÁS J. ARAGÓN, Director of the California Department of Public Health (in his official
5 capacity), THRIVE TRIBE FOUNDATION, EVOLVE HEALTHCARE, INC., GARY
6 GOLDSTEIN, and GOOD HEALTH, INC. d/b/a PREMIER PHARMACY SERVICES
7 (collectively, “Defendants”) on the other hand, as memorialized in the Court’s Preliminary
8 Approval Order.¹

9 Pursuant to the notice requirements set forth in the Settlement Agreement and in the
10 Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed
11 Settlement Agreement, the right of Settlement Class Members to opt out, the right of Settlement
12 Class Members to object to the Settlement Agreement, and the right to be heard at the Final
13 Approval Hearing.

14 On July 20, 2023, Plaintiff filed a Motion for Final Approval of Class Action Settlement,
15 and for entry of an Order Approving Payment of Attorneys’ Fees, Reimbursement of Expenses,
16 and Payment to the Class Representative (collectively, “Final Approval Motion”).

17 On August 25, 2023, the Court held a Final Approval Hearing to determine, *inter alia*,
18 whether (a) the proposed Settlement Class should be finally certified for settlement purposes; (b)
19 the Settlement should be finally approved as fair, reasonable and adequate and in accordance with
20 the Settlement’s terms and as required by California Rule of Court Rule 3.769(h) with this Court
21 retaining continuing jurisdiction to enforce the terms of the Settlement; (c) Settlement Class
22 Members should be bound by the releases set forth in the Settlement; (d) the proposed Final
23 Approval Order should be entered; (e) the Motion of Co-Lead Class Counsel for an award of
24 attorneys’ fees, costs and expenses, and class representative payment to Plaintiff should be
25 approved; and (f) any other matters the Court deemed necessary and appropriate.

26
27
28 ¹ Unless otherwise specified, all defined terms herein have the same meaning as the meaning
described in the Amended Settlement Agreement (“Settlement Agreement”).

1 The Court is satisfied that Settlement Class Members were properly notified of their right
2 to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement
3 Agreement, and the award of attorneys' fees, costs and expenses, and a service award to the Class
4 Representative.

5 Having given an opportunity to be heard to all requesting persons in accordance with the
6 Preliminary Approval Order, having heard the presentation of Co-Lead Class Counsel and counsel
7 for all Defendants, having reviewed all of the submissions presented with respect to the proposed
8 Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and
9 reasonable, having considered the motion made by Co-Lead Class Counsel for (i) payment of
10 attorneys' fees ("Fee Award"), (ii) payment of reasonable costs and expenses ("Expense Award"),
11 and (iii) payment of a service award to the Plaintiff ("Class Representative Payment"), and having
12 reviewed the materials in support thereof, and good cause appearing in the record, the Final
13 Approval Motion is **GRANTED**.

14 **IT IS HEREBY ORDERED THAT:**

15 1. The Court has jurisdiction over the subject matter of this action and over all claims
16 raised therein and all Parties thereto, including the Settlement Class.

17 2. The Settlement Agreement was entered into in good faith following arm's-length
18 negotiations and is non-collusive.

19 3. The Settlement Agreement is, in all respects, fair, reasonable, and adequate, is in
20 the best interests of the Settlement Class, and is therefore approved. The Court finds that the
21 Parties to the Settlement faced significant risks, expenses, delays and uncertainties, including as
22 to the outcome, including on appeal, of continued litigation of this complex matter, which further
23 supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate and in the
24 best interests of the Settlement Class Members. The Court finds that the uncertainties of continued
25 litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in
26 favor of granting approval of the Settlement reflected in the Settlement Agreement.

27 4. This Court grants Final Approval of the Settlement Agreement, including the
28 releases in the Settlement Agreement and the plans for implementation and distribution of the

1 Settlement relief. The Court finds that the Settlement Agreement is in all respects fair, reasonable,
2 and in the best interests of the Settlement Class Members. Therefore, all Settlement Class Members
3 who have not timely and validly opted out are bound by the Settlement Agreement, this Final
4 Approval Order and the Final Judgment, including without limitation all releases therein.

5 5. The Parties shall effectuate the Settlement Agreement in accordance with its terms.
6 The Settlement Agreement and every term and provision thereof shall be deemed incorporated
7 herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

8 **OBJECTIONS AND OPT-OUTS**

9 6. Zero (0) objections were filed by Settlement Class Members.

10 7. All persons who have not objected to the Settlement Agreement in the manner
11 provided in the Settlement Agreement and Preliminary Approval Order are deemed to have waived
12 any objections to the Settlement Agreement, including without limitation by appeal, collateral
13 attack, or otherwise.

14 8. The following Settlement Class Member, identified only by a unique identification
15 number in order to protect his, her or their privacy, has opted out of the Settlement Class: D7FWC-
16 NMYQX. This Settlement Class Member (the “Opt-Out Member”) is not bound by the Settlement
17 Agreement or this Final Approval Order or the Final Judgment. The Opt-Out Member shall not
18 be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement
19 Agreement. The identity of the person who submitted a timely and valid opt out will be maintained
20 by the Settlement Administrator until the terms of the Settlement have been effectuated, and
21 thereafter retained by the California Department of Public Health (“CDPH”).

22 **CLASS CERTIFICATION**

23 9. For purposes of the Settlement Agreement and this Final Approval Order and the
24 Final Judgment only, the Court hereby finally certifies the following Settlement Class: All persons
25 to whom the CDPH Mailing was mailed, provided, or sent for delivery, as identified on the Class
26 List.

27 10. The Court determines that for settlement purposes the Settlement Class meets all
28 the requirements of C.C.P. Section 382, namely that the class is so numerous that joinder of all

1 members is impractical and that the Class is ascertainable; that there are common issues of law
2 and fact; that the claims of the Plaintiff are typical of absent Class Members; that the Plaintiff
3 fairly and adequately protected the interests of the Settlement Class as he has no interests
4 antagonistic to or that irreconcilably conflict with the members of the Settlement Class and has
5 retained experienced and competent Co-Lead Class Counsel to prosecute this matter; that common
6 issues predominate over any individual issues; and that a class action is the superior means of
7 adjudicating the controversy for purposes of settlement.

8 11. The Court grants final approval to the appointment of Plaintiff John Doe as Class
9 Representative. The Court concludes that the Class Representative has fairly and adequately
10 represented the Settlement Class.

11 12. The Court grants final approval to the appointment of Whatley Kallas LLP and
12 attorneys for Consumer Watchdog as Co-Lead Class Counsel. The Court concludes that Co-Lead
13 Class Counsel have adequately represented the Settlement Class.

14 **NOTICE TO THE CLASS**

15 13. The Court finds that the Notice of Settlement as set forth in the Settlement
16 Agreement and Plaintiff's Unopposed Motion for Preliminary Approval of the Settlement, and
17 effectuated pursuant to the Preliminary Approval Order, satisfied the requirements of California
18 law and the Rules of this Court, was the best notice practicable under the circumstances, was
19 reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class
20 of the pendency of the litigation, certification of the Settlement Class for settlement purposes only,
21 the existence and terms of the Settlement Agreement, and of the Settlement Class Member's right
22 to object and to appear at the Final Approval Hearing or to exclude themselves from the Settlement
23 Class, and satisfied the requirements of the United States and California Constitutions, and other
24 applicable law.

1 **APPROVAL OF PAYMENT OF ATTORNEYS’ FEES, COSTS AND EXPENSES, AND**
2 **CLASS REPRESENTATIVE PAYMENT**

3 14. The Court has considered Co-Lead Class Counsel’s Motion for Payment of
4 Attorneys’ Fees, Expenses, and the Class Representative Payment.

5 15. The Court awards Co-Lead Class Counsel the sum of \$750,000 as the Fee Award
6 and \$13,000 as the Expense Award. The Court finds these amounts to be fair and reasonable.
7 These amounts shall be paid in accordance with the terms of the Settlement Agreement.

8 16. The Court grants Co-Lead Class Counsel’s request for a class representative service
9 award to the Plaintiff and awards \$10,000. The Court finds that this payment is justified by his
10 service to the Settlement Class. This payment shall be paid in accordance with the Settlement
11 Agreement.

12 **RELEASES AND OTHER PROVISIONS**

13 17. The Parties to the Settlement Agreement shall carry out their respective obligations
14 thereunder.

15 18. Within the time period set forth in the Settlement Agreement, the relief provided
16 for in the Settlement Agreement shall be made available to the Settlement Class Members pursuant
17 to the terms and conditions of the Settlement Agreement.

18 19. In consideration of the benefits provided to Settlement Class Members as described
19 in the Settlement Agreement, upon the Effective Date, Plaintiff and each Settlement Class Member
20 who did not submit a timely and valid request for exclusion and is not the Opt-Out Member, on
21 their own behalf and on behalf of their respective predecessors, successors, assigns, assignors,
22 representatives, attorneys, agents, trustees, insurers, heirs, estates, beneficiaries, executors,
23 administrators, and any natural, legal, or juridical person or entity to the extent he, she, they or it
24 is or will be entitled to assert any claim on behalf of any Settlement Class Member (collectively,
25 the “Releasers”), shall automatically be deemed to have, and by operation of this Final Approval
26 Order shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and
27 discharged the Released Parties, and each of them, of and from any and all liabilities, rights, claims,
28 actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies,

1 existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or
2 equitable, that are based on the facts alleged in the Amended Complaint (collectively, the
3 “Released Claims”).

4 20. This Final Approval Order and the Settlement Agreement, and all acts, statements,
5 documents or proceedings relating to the Settlement Agreement are not, and shall not be construed
6 as, used as, or deemed to be evidence of, an admission by or against Defendants of any claim, any
7 fact alleged in the *Doe Action*, any fault, any wrongdoing, any violation of law, or any liability of
8 any kind on the part of Defendants or of the validity or certifiability of any claims that have been,
9 or could have been, asserted in the *Doe Action*.

10 21. This Final Approval Order, the Settlement Agreement, all acts, statements,
11 documents or proceedings relating to the Settlement Agreement shall not be offered or received or
12 be admissible in evidence in any action or proceeding, or be used in any way as an admission or
13 concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any
14 Settlement Class Member, or any other person has suffered any damage; provided, however, that
15 the Settlement Agreement, this Final Approval Order and the Final Judgment may be filed in any
16 action by Co-Lead Class Counsel, Defendants or Settlement Class Members seeking to enforce
17 the Settlement Agreement or this Final Approval Order (including but not limited to enforce the
18 releases contained herein). The Settlement Agreement and this Final Approval Order shall not be
19 construed or admissible as an admission by Defendants that Plaintiff’s claims or any similar claims
20 are suitable for class treatment.

21 22. The Settlement’s terms shall have *res judicata* and preclusive effect in all pending
22 and future lawsuits or other proceedings as to Released Claims (and other prohibitions set forth in
23 this Final Approval Order and the Final Judgment) that are brought, initiated, or maintained by, or
24 on behalf of, any Settlement Class Member who did not timely and validly request exclusion from
25 the Settlement Class or any other person subject to the provisions of this Final Approval Order
26 against the Defendants.

27 23. If the Settlement is terminated according to its terms or if the Effective Date does
28 not occur for any reason, this Final Approval Order, the Final Judgment and the Preliminary

1 Approval Order shall be deemed automatically vacated *nunc pro tunc* and shall have no force and
2 effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties'
3 obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final
4 Approval Order and the Final Judgment shall cease to be of any force and effect and the Parties
5 shall return to the *status quo ante* in the *Doe Action* as if the Parties had not entered into the
6 Settlement Agreement. In such an event, the Parties shall be restored to their respective positions
7 in the *Doe Action* as if the Settlement Agreement had never been entered into and without prejudice
8 to any of the Parties' respective positions on the issue of class certification or any other issue.

9 24. Without affecting the finality of this Final Approval Order, the Court will retain
10 jurisdiction over the subject matter of the *Doe Action* and the Parties with respect to the
11 interpretation and implementation of the Settlement for all purposes, including enforcement of its
12 terms at the request of any Party and resolution of any disputes that may arise relating in any way
13 to, or arising from, the implementation of the Settlement or the implementation of this Final
14 Approval Order including any request for the identity of the person who submitted a timely and
15 valid request for exclusion.

16
17 DATED: 08/25/2023 2023



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge
HON. LAWRENCE P. RIFF

ATTACHMENT B

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 7

20STCV32364

**JOHN DOE vs CALIFORNIA DEPARTMENT OF PUBLIC
HEALTH, et al.**

August 25, 2023

10:00 AM

Judge: Honorable Lawrence P. Riff
Judicial Assistant: Alfredo Morales
Courtroom Assistant: Teresa Bivins

CSR: Elsa Hurtado, CSR# 14206
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Jerry Flanagan; Alan McQuarrie Mansfield

For Defendant(s): Andrew Zachary Edelstein (Telephonic); Kevin R. Lussier (Telephonic)

NATURE OF PROCEEDINGS: Fairness Hearing; Hearing on Motion for Final Approval of Settlement

The matters are called for hearing.

Pursuant to Government Code sections 68086, 70044, and California Rules of Court, rule 2.956, Elsa Hurtado, CSR# 14206, certified shorthand reporter is appointed as an official Court reporter pro tempore in these proceedings, and is ordered to comply with the terms of the Court Reporter Agreement. The Order is signed and filed this date.

Court and counsel confer and the Court rules as follows:

The Motion for Final Approval of Class Action Settlement, Order Approving Payment of Attorneys' Fees and Reimbursement of Expenses, and Payment to the Class Representative filed by John Doe on 07/20/2023 is Granted.

The updated order and judgment are each signed and filed this date.

The Court orders counsel for plaintiff to file a declaration, on or before 10/16/2023 but not before 10/12/2023, advising the Court of any objections received since 08/25/2023

Non-Appearance Case Review to Review the Declaration of Plaintiff's Counsel Regarding Any Objections Received is scheduled for 10/18/2023 at 09:00 AM in Department 7 at Spring Street Courthouse.

Notice is waived.

1 **CONSUMER WATCHDOG**

2 Jerry Flanagan (SBN: 271272)
3 jerry@consumerwatchdog.org
4 Daniel L. Sternberg (SBN: 329799)
5 danny@consumerwatchdog.org
6 6330 San Vincente Blvd., Suite 250
7 Los Angeles, CA 90048
8 Tel: (310) 392-0522
9 Fax: (310) 392-8874

7 **WHATLEY KALLAS, LLP**

8 Alan M. Mansfield (SBN: 125998)
9 amansfield@whatleykallas.com
10 16870 W. Bernardo Dr., Suite 400
11 San Diego, CA 92127
12 Tel: (858) 674-6641
13 Fax: (855) 274-1888

11 **Attorneys for Plaintiff**

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

16 JOHN DOE, on behalf of himself and all others
17 similarly situated and for the benefit of the general
18 public,

18 Plaintiff,

19 v.

21 CALIFORNIA DEPARTMENT OF PUBLIC
22 HEALTH; SANDRA SHEWRY, Acting Director
23 of the California Department of Public Health, in
24 her official capacity; THRIVE TRIBE
25 FOUNDATION; ADHERENCE PROJECT;
26 EVOLVE HEALTHCARE; GARY GOLDSTEIN;
27 GOOD HEALTH, INC. D/B/A PREMIER
28 PHARMACY SERVICES; and Does 2 through 25,
inclusive,

26 Defendants.

Case No. 20STCV32364

*[Assigned to the Hon. Lawrence P. Riff in Dept.
7 of Spring Street Courthouse]*

PROOF OF SERVICE

PROOF OF SERVICE
State of Alabama, County of Jefferson

I am employed with Whatley Kallas, LLP in the City of Birmingham, County of Jefferson, in the State of Alabama. I am over the age of 18 years and not a party to the within action. My business address is 2001 Park Place North, Suite 1000, Birmingham, Alabama 35203, and I am employed in the city and county where this service is occurring.

On August 28, 2023, I caused service of true and correct copies of the documents entitled

NOTICE OF ENTRY OF JUDGMENT

in the following manner:

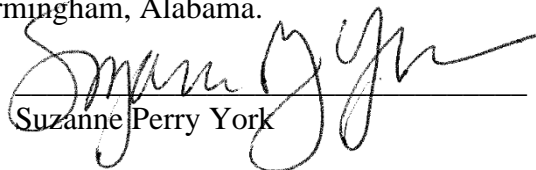
(BY ELECTRONIC SERVICE) Per the Court's Order dated October 22, 2020 authorizing electronic service, I caused the above-entitled document to be served through Case Anywhere addressed to all parties appearing on the Case Anywhere electronic service list for the above-entitled case.

(BY ELECTRONIC MAIL) to the following parties not registered for Case Anywhere:

Kamran Salour, Esq. Lewis Brisbois Bisgaard & Smith LLP 650 Town Center Drive Suite 1400 Costa Mesa, CA 92626 kamran.salour@lewisbrisbois.com Counsel for Good Health d/b/a Premier Pharmacy	Ryan Bahry Heather Follensbee JND Legal Administration 1100 2 nd Avenue Suite 300 Seattle, WA 98101 ryan.bahry@jndla.com heather.follensbee@jndla.com Settlement Administrator, for posting to Settlement Website
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I declare under penalty of perjury under the laws of the State of Alabama that the above is true and correct.

Executed on August 28, 2023, at Birmingham, Alabama.


Suzanne Perry York