

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Deborah Jones and Michael Salazar (“Plaintiffs”) and defendants Cardinal Health Pharmacy Services, LLC and Cardinal Health, Inc. (“Defendants”). The Agreement refers to Plaintiffs and Defendants 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. “Action” means collectively the Plaintiffs’ lawsuits alleging wage and hour violations against Defendants captioned: (1) *Deborah Jones v. Cardinal Health Pharmacy Services, LLC et al.* (the “Jones Class Action”), Case No. 23CV419594, initiated on July 25, 2023 and pending in Superior Court of the State of California, County of Santa Clara; (2) *Michael Salazar v. Cardinal Health Pharmacy Services, LLC* (the “Salazar Class Action”), Case No. 23STCV19699, initiated on August 17, 2023 and currently stayed in Superior Court of the State of California, County of Los Angeles; and (3) *Michael Salazar v. Cardinal Health Pharmacy Services, LLC* (the “Salazar Individual and PAGA Action”), Case No. 24NNCV02711, PAGA Notice sent on August 18, 2023, filed on July 3, 2024, and pending in Superior Court of the State of California, County of Los Angeles. The Jones Class Action and the Salazar Class Action are included in the *Cardinal Health Pharmacy Wage and Hour Cases*, pending in Santa Clara County Superior Court as Judicial Council Coordinated Proceeding (“JCCP”) No. 5320
- 1.2. “Administrator” means Apex Class Action, LLC, 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 of the Settlement.
- 1.4. “Aggrieved Employees” means all individuals who are or were directly employed by Defendants in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or were directly employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”) and Raul Perez, Orlando Villalba, and Helga Hakimi of Capstone Law APC (“Capstone”).

- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for reasonable 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-related work, including any appeals, 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 Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendants), and number of Workweeks worked during the Class Period and PAGA Pay Periods worked during the PAGA Period, as applicable.
- 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 Class Members’ 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 in response to inquiries from Class Members and/or as requested by counsel.
- 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 (other than non-material changes to facilitate printing by the Administrator).
- 1.12. “Class Period” means the period of time from October 8, 2020 through the earlier of preliminary approval of the Parties’ settlement or May 13, 2025.
- 1.13. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representatives.
- 1.14. “Class Representative Service Payments” means the service payments made to the Plaintiffs as Class Representatives in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses, and for the general release of all claims by the Plaintiffs.
- 1.15. “Court” means the Superior Court of California, County of Santa Clara.
- 1.16. “Defendants” means Cardinal Health Pharmacy Services, LLC and Cardinal Health, Inc.

- 1.17. “Defense Counsel” means Lois M. Kosch, Nicole R. Roysdon, Saba Zafar, and Geoffrey D. La Val of Wilson Turner Kosmo LLP.
- 1.18. “Effective Date” means the date by when all of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) the Judgment is final; and (c) Defense Counsel is served with a copy of the Order Granting Final Approval. 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.
- 1.19. “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.
- 1.20. “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.
- 1.21. “Gross Settlement Amount” means One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) which is the total amount to be paid by Defendants 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 Payments and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, 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 Defendants. The Gross Settlement Amount also excludes Plaintiff Salazar’s separate individual settlement reached in resolution of his individual causes of action asserted in the *Salazar* Individual and PAGA Action, which will be separately funded by Defendants and memorialized in a separate confidential settlement agreement.
- 1.22. “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.
- 1.23. “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.
- 1.24. “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.

- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i), in effect prior to July 1, 2024, to receive the LWDA PAGA Payment.
- 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i), in effect prior to July 1, 2024.
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. “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.
- 1.29. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee received a wage payment for work performed as a non-exempt employee in California for Defendants during the PAGA Period.
- 1.30. “PAGA Period” means the period of time from August 23, 2022 through the earlier of preliminary approval of the Parties’ settlement or May 13, 2025.
- 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).
- 1.32. “PAGA Notice” collectively means Plaintiff Salazar’s August 18, 2023 letter to Defendant Cardinal Health Pharmacy Services, Inc. and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), and Plaintiff Jones’s August 22, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$50,000), allocated 25% to the Aggrieved Employees (\$12,500) and the 75% to the LWDA (\$37,500) in settlement of PAGA claims.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35. “Plaintiffs” means Deborah Jones and Michael Salazar, the named plaintiffs in the Action.
- 1.36. “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.

- 1.37. “Released Class Claims” means the claims being released as described in Paragraph 6.3 below, all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period, to the full extent allowed by the law.
- 1.38. “Released PAGA Claims” means the claims being released as described in Paragraph 6.4 below, all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices to the full extent allowed by law that occurred during the PAGA Period.
- 1.39. “Released Parties” means: Defendants and each of their former and present owners, predecessors, successors, assigns, board members, trustees, members, partners, representatives, heirs, executors, administrators, affiliated and related entities, commonly owned or controlled entities, parents, subsidiaries, affiliates, officers, shareholders, directors, agents, employees, attorneys, insurers, and any individual or entity to whom liability for claims released by Plaintiffs, or the Released Class Claims and Released PAGA Claims, could be assigned pursuant to Labor Code section 558.1 or on a joint-employer, alter-ego, or other vicarious liability theory.
- 1.40. “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.
- 1.41. “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice 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, (b) submit an Objection to the Settlement, or (c) submit a challenge to their Workweeks or PAGA Pay Periods. Class Members to whom Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the expiration of the Response Deadline in which to respond.
- 1.42. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.43. “Workweek” means any calendar week during the Class Period in which a Class Member received a wage payment for work performed as a non-exempt employee in California for Defendants.

2. RECITALS

The Jones Class Action

- 2.1. On July 25 2023, Plaintiff Jones filed a Class Action Complaint against Defendants in the Superior Court of the State of California, County of Santa Clara (the “*Jones Class Action*”). Plaintiff Jones’s Class Action complaint asserted the following claims against

Defendants:

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (4) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (5) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (6) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (7) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Business & Professions Code §§ 17200, et seq. (Unlawful Business Practices); and
- (9) Violation of California Business & Professions Code §§ 17200, et seq. (Unfair Business Practices)

2.2. On October 27, 2023, Plaintiff Jones filed a First Amended Class Action Complaint (“FAC”), adding a cause of action for Civil Penalties for violations of the California Labor Code, pursuant to PAGA, §§ 2698, *et seq.*

The Salazar Class Action

2.3. On September 14, 2023, Plaintiff Salazar filed a Class Action Complaint against Defendant Cardinal Health Pharmacy Services, LLC in the Superior Court of the State of California, County of Los Angeles (the “*Salazar Class Action*”). Plaintiff Salazar’s Class Action complaint asserted claims that Defendant Cardinal Health Pharmacy Services, LLC:

- (1) Violated California Business and Professions Code § 17200 et seq.;
- (2) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
- (3) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (4) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (5) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; .
- (6) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (7) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and,
- (8) Failed to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246.

The Salazar PAGA Action

2.4. On July 3, 2025, Plaintiff Salazar filed a separate Individual and PAGA Representative Action Complaint against Defendant Cardinal Health Pharmacy Services, LLC in the Superior Court of the State of California, County of Los Angeles (the “*Salazar Individual and PAGA Action*”). Plaintiff Salazar’s Representative Action Complaint asserted a cause of action against Defendant Cardinal Health Pharmacy Services, LLC for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, et seq., 210, 218 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11740(14) (failure to provide seating), and the applicable Wage Order(s). Plaintiff Salazar also individually asserted the following four (4) causes of action against Defendant Cardinal Health Pharmacy Services, LLC:

- (1) Retaliation In Violation Of FEHA;
- (2) Failure To Prevent Retaliation In Violation Of FEHA;
- (3) Violation Of Labor Code § 1102.5; And,
- (4) Wrongful Termination Of Employment In Violation Of FEHA And Public Policy;

Coordination and Pleading Amendment

2.5. On June 18, 2024, the Court issued its Order granting Defendants’ Petition for Coordination of the *Jones Class Action* and the *Salazar Class Action*, which thereafter proceeded as the *Cardinal Health Pharmacy and Hour Cases*, JCCP No. 5320.

2.6. As part of this Agreement, the Parties stipulated to the filing of a Second Amended Class and Representative Action Complaint (“SAC”) in the *Jones Class Action* as part of the JCCP proceeding, that adds the Parties and Claims originally filed in the *Salazar Class Action* and the PAGA claims from the *Salazar Individual and PAGA Action*. The SAC shall be the operative complaint in the *Cardinal Health Pharmacy Wage and Hour Cases* (the “Operative Complaint”), which was filed on March 11, 2025. After the SAC is on file in the JCCP proceeding, Plaintiff Salazar will file requests for dismissal without prejudice of the *Salazar Class Action* and the PAGA claims in the *Salazar Individual and PAGA Action* in the Los Angeles County Superior Court.

2.7. Defendants deny the allegations in the Operative Complaint (or any complaints filed in the Action), deny any failure to comply with the laws identified in the Operative Complaint (or any complaints filed in the Action) and deny any and all liability for the causes of action alleged.

Mediation and Settlement

2.8. On January 14, 2025, the Parties participated in an all-day mediation presided over by Marc Feder, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator’s proposal, which was

memorialized in the form of two Memorandums of Understanding – one for the *Jones* Class Action, *Salazar* Class Action, and PAGA portion of the *Salazar* Individual and PAGA Action and one for the individual portion of the *Salazar* Individual and PAGA Action. This Agreement replaces and supersedes the Memorandum of Understanding for the *Jones* Class Action, *Salazar* Class Action, and PAGA portion of the *Salazar* Individual and PAGA Action and any other agreements, understandings, or representations between the Parties regarding the same.

- 2.9. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' 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*").
- 2.10. 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 Defendants that the claims in the Action of Plaintiffs, the Class, or the Aggrieved Employees have merit or that Defendants bear any liability to Plaintiffs, the Class, or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Action 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, this Agreement shall be automatically void and vacated and Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action.
- 2.11. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending class or PAGA action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$1,550,000 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 Defendants. Defendants have 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 Gross 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 Defendants.
- 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.

- (1) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member and Aggrieved Employee). Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
- (2) 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 \$516,666, and a Class Counsel Litigation Expenses Payment of not more than \$45,000. Class Counsel Fees Payment shall be allocated among Class Counsel as follows: 50% to BNBD and 50% to Capstone. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (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. With the exception of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, all Parties shall bear their own fees and costs. Defendants and the Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation 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 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.
- (3) To the Administrator: An Administration Expenses Payment not to exceed \$11,000 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 \$11,000 the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (4) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500)

allocated to the LWDA PAGA Payment and 25% (\$12,500) 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 (\$12,500) 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.
 - 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.
- (5) 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. 20% 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. 80% 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. Any Non-Participating Class Member who is also an Aggrieved Employee will still receive their Individual PAGA Payment.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records through January 14, 2025, Defendants have represented that the Class consists of 725 Class Members who collectively worked a total of 62,726 Workweeks during the Class Period, and 577 Aggrieved Employees who worked a total of 18,039 PAGA Pay Periods.

- 4.2. Class Data. Not later than twenty-one (21) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants 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. Defendants have a continuing duty to immediately notify Class Counsel if they discover 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 Defendants 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. Defendants shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) calendar days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount, the Administrator will wire or 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 Payments.
- 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 one hundred eighty (180) days after the date of mailing, when the check will be voided. 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 one hundred twenty (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 a USPS forwarding address. Within seven (7) calendar 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, if 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 a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”). The Parties propose Legal Aid at Work as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants 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 Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees, and the LWDA will release claims against all Released Parties as follows:
- 6.1. Plaintiff Jones’s General Release. Plaintiff Jones and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and discharge Defendant and the Released Parties from any and all charges, complaints, claims, demands, rights, liabilities, obligations, promises, agreements, controversies, transactions, occurrences, damages, suits, costs, losses, debts, actions, causes of action, or expenses (including back wages, penalties, liquidated damages, and attorney’s fees and costs actually incurred), of any form or nature whatsoever, whether known or unknown, foreseen or unforeseen, anticipated or unanticipated, suspected or unsuspected, that Plaintiff Jones now have or may have against Defendants and the Released Parties arising from or relating to any and all acts, events and omissions occurring prior to the date of execution of this Agreement, whether or not asserted before such date (“Plaintiff Jones’ General Release”). Without limiting the generality of the foregoing, Plaintiff Jones expressly releases all claims which were or could have been raised in the Action and any and all tort claims, contract claims, equitable claims, denial of leave claims, breach of fiduciary duty claims, breach of duty of fair representation claims, promissory estoppel claims, negligence claims, assault and battery claims, violation of public policy claims, ERISA claims, wrongful termination claims, discrimination claims, harassment claims, retaliation claims, constructive discharge claims, failure to provide reasonable accommodation claims,

failure to engage in the interactive process claims, failure to prevent discrimination claims, failure to prevent retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, any and all claims for monetary damages and any other form of personal relief, any claim for unpaid wages, including those arising under the California Labor Code and/or Fair Labor Standards Act, and any and all claims arising under any federal, state or local governmental statute, law, regulation or ordinance covering discrimination in employment, including but not limited to the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the California Private Attorneys General Act, the California Family Rights Act, and the Family and Medical Leave Act of 1993, including discrimination based on race, color, religious creed, national origin, ancestry, physical or mental disability, medical condition, age, marital status, sex, sexual orientation or identity, harassment, and retaliation. Plaintiff Jones's General 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, or any other claims which cannot be released by law. Plaintiff Jones acknowledges that Plaintiff Jones may discover facts or law different from, or in addition to, the facts or law that Plaintiff Jones now knows or believes to be true but agrees, nonetheless, that Plaintiff Jones's General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff Jones's discovery of them.

(1) Plaintiff Jones's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff Jones's General Release, Plaintiff Jones 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 exists 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. Plaintiff Salazar's General Release. Plaintiff Salazar represents that he has additional individual claims against Defendants, which were asserted in the *Salazar* Individual and PAGA Action. Plaintiff Salazar is separately settling all of his individual claims. In addition to his portion of the Gross Settlement Amount, Plaintiff will also separately be paid for resolution of his individual claims as set forth in his separate confidential individual settlement agreement with a waiver under Civil Code Section 1542. This individual settlement to be paid to Plaintiff is in addition to the Gross Settlement Amount and will be memorialized in a confidential individual settlement agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.

6.3. 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, fully release and discharge Defendants and the Released Parties from any and all causes of action, claims, rights, damages, and penalties arising at any time during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, which includes all claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 245.5, 246, 246.5, 247, 247.5, 248.5, 248.6, 249, 510, 512, 516, 558, 1174, 1174.5, 1182.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; 8 C.C.R. §11010, Sections 3, 4, 7, 11, 12, and 20; California Business and Professions Code §§17200-17208; and any other applicable state or federal law, statute, ordinance, rule and/or regulation (Wage Order) imposing liability and/or obligations that could be brought, for any and all of the following: claims for unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); all claims for the timeliness of wage payments (whether regular or final wages); all claims for the failure to provide compliant meal, rest, and recovery periods; all claims for the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims for the provision of wage statements; all claims for the failure to maintain accurate employment records; all claims for the deduction of wages; all claims for the failure to reimburse necessary business expenses; all claims for the failure to provide paid sick leave; and all claims for unfair business practices resulting from any of the foregoing. Except as set forth herein, 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, or workers' compensation.

6.4. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release and discharge fully, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants and the Released Parties from any and all rights and claims for civil penalties pursuant to PAGA during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices including all PAGA claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 245.5, 246, 246.5, 247, 247.5, 248.5, 248.6, 249, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802; and 8 C.C.R. §11010, Sections 3, 4, 7, 11, 12, and 20 for any and all of the following PAGA claims: claims for unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); all claims for the timeliness of wage payments (whether regular or final wages); all claims for the failure to provide compliant meal, rest, and recovery periods; all claims for the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims for the provision of wage statements; all claims for the failure to maintain accurate employment records; all claims for the deduction of wages; and all claims for the failure to reimburse necessary business expenses.

7. MOTION FOR PRELIMINARY APPROVAL. Class Counsel shall prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions. Class Counsel will provide Defense Counsel with a draft of these documents for review and comment and such drafts will be provided at least five (5) court days prior to the filing of the Motion for Preliminary Approval. In addition, Class Counsel will notify the LWDA of the Settlement as required by Labor Code section 2699, subd. (l) (in effect prior to July 1, 2024).

7.1. Plaintiffs’ Responsibilities. Plaintiffs 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)) (in effect prior to July 1, 2024); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice (iv) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the proposed Cy Pres Recipient and/or the Administrator; (v) 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)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the proposed Cy Pres Recipient. In their Declarations, Plaintiffs and Class Counsel 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 have reserved July 9, 2025 for the hearing on the Motion for Preliminary Approval, and will file the Motion for Preliminary Approval no later than 16 court day s prior to the hearing. Class Counsel are responsible for appearing in Court to advocate in favor of the Motion for Preliminary Approval, and for delivering the Court’s Preliminary Approval Order 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. However, no Party shall be obligated to consent to any material change in the Agreement, whether or not such material change is caused or requested by the Court.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action, LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action, LLC 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 to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice; re-mailing Class Notices 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 Notices 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 to 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.

(1) 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, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

(2) Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar 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.

- (3) Not later than seven (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.
- (4) The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar 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.
- (5) 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 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 fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (1) Class Members who wish to exclude themselves from (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 fourteen (14) calendar 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.
- (2) 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.

- (3) 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 6.3 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (4) 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 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 6.4 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 and the Class Member shall be deemed a Participating Class Member.
- (5) All Aggrieved Employees are entitled to all benefits and bound by all terms and conditions of the Settlement as they pertain to PAGA claims, including the Aggrieved Employees' Release under Section 6.4 of this Agreement, regardless of whether the Aggrieved Employee actually receives the Class Notice, an Individual PAGA Payment, opts out of the class portion of the Settlement, or disputes the pay periods set forth in the Class Notice. Aggrieved Employees may not exclude themselves from the PAGA portion of the Settlement and do not have standing to object to any portion of the Settlement.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of 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 PAGA 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 PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

- (1) Only Participating Class Members may object to 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 Payments.
- (2) 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 fourteen (14) days for Class Members whose Class Notice was re-mailed).
- (3) Non-Participating Class Members and Aggrieved Employees have no right to object to the Settlement.

8.8. Administrator's 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.

- (1) Website, Email Address and Toll-Free Number. The Administrator will establish, 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 Order, 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 Order 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.
- (2) 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 seven (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 the Settlement submitted (whether valid or invalid).
- (3) 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 PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

- (4) 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, and challenges to Workweeks and/or Pay Periods received and/or resolved (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (5) Administrator’s Declaration. Not later than seven (7) days before the date by which Plaintiffs are 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.
- (6) Final Report by Administrator. Within ten (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 seven (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 seven (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 their records, Defendant has represented that there are 725 Class Members who worked 62,726 Workweeks from the start of the Class Period through the date of mediation. This is a material representation for Plaintiff to enter into this agreement. Should the actual number of Workweeks during the Class Period increase beyond 10% (i.e., if the total number of Workweeks exceeds 68,999, Defendant shall have the option of (a) increasing the Gross Settlement Amount proportionally by the number of Workweeks in excess of 68,999 or (b) rolling back the end date of the Class Period and PAGA Period to the date when the number of Workweeks does not exceed 68,999.
- 10. DEFENDANTS’ RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members,

Defendants may elect to, but are not obligated to, withdraw from the Settlement. The Parties agree that, if Defendants withdraw, 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, Defendants will remain responsible for paying all Administration Expenses incurred as of the date Defendants make this election to withdraw. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) calendar 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 sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs 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) (in effect prior to July 1, 2024), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Class Counsel will also file a motion for approval of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments. Plaintiffs shall provide a draft of the Motion for Final Approval to Defense Counsel not later than seven (7) calendar 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 five (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 and/or Aggrieved Employees), 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 the Class Representative Service Payments, 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. If for any reason the Court does not grant final approval of the Settlement, this Agreement shall be automatically void and vacated.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the 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 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.

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 and/or Aggrieved Employees), 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 Payments 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 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor may this Agreement be used to establish any liability or serve as an admission of Defendants or any Released Party to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law; nor should this Agreement be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action 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, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties'

willingness to settle the Action 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 and After Preliminary Approval. Plaintiffs, Class Counsel, Defendants 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; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants 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 a third party 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. Even after approval of the settlement, Plaintiffs and Class Counsel agree not to make any public statements, issue any press releases, place information regarding this settlement on their web site, or make any other announcements publicizing this settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as counsel in other actions, or for purposes of seeking court approval of other class and PAGA settlements, Class Counsel may disclose information available in the public record about the Action and Settlement.
- 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 Plaintiffs and Defendants, 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 first will seek the assistance of the mediator and then 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 any 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 Plaintiffs, Class Counsel, Defendants 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 Action 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 Defendants 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 ninety (90) calendar 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, Plaintiffs

shall delete and destroy all paper and electronic versions of Class Data received from Defendants and provide confirmation that such destruction was completed.

- 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 Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
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To Defendants:

Lois M. Kosch
Nicole R. Roysdon
Geoffrey D. La Val
Wilson Turner Kosmo LLP
402 West Broadway, Suite 1600

San Diego, California 92101
Telephone: (619) 236-9600
Facsimile: (619) 236-9669
E-mail: lkosch@wilsonturnerkosmo.com
nroysdon@wilsonturnerkosmo.com
glaval@wilsonturnerkosmo.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 the date to bring the Action to trial under CCP section 583.310 shall be extended for the entire period of this settlement process, and for not less than one (1) year, from the execution of this Agreement until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

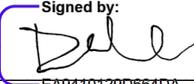
13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current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

13.21. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, or not approved, such invalidity, illegality, unenforceability, or non-approval shall in no way affect any other provision if the Court and counsel, on behalf of the Parties and the Class Members, mutually elect in writing to proceed as if such invalid, illegal, unenforceable, or unapproved provision had never been included in this Agreement. If the Parties do not elect to proceed, the Parties shall be restored to their respective positions in the Action, as of the date of the hearing on the motion for preliminary approval.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 5/7/2025

Signed by:

EA9410129D664DA...
Plaintiff Deborah Jones

Dated: _____

Plaintiff Michael Salazar

San Diego, California 92101
Telephone: (619) 236-9600
Facsimile: (619) 236-9669
E-mail: lkosch@wilsonturnerkosmo.com
nroysdon@wilsonturnerkosmo.com
glaval@wilsonturnerkosmo.com

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14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Deborah Jones

05/02/2025

Dated: _____

MS

Michael Johnson (May 2, 2025 09:39 PDT)

Plaintiff Michael Salazar

Dated: 6/9/2025

DocuSigned by:
Eric Myers
Eric Myers [name]

For Defendants Cardinal Health Pharmacy Services, LLC and
Cardinal Health, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Raul Perez
Capstone Law APC
Attorney for Plaintiff

Dated: 6/9/2025

Nicole Roysdon
Nicole Roysdon
Wilson Turner Kosmo LLP
Attorney for Defendants

Dated: _____

_____ [name]

For Defendants Cardinal Health Pharmacy Services, LLC and
Cardinal Health, Inc.

Dated: 5/8/25



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 5/7/2025



Raul Perez

Capstone Law APC
Attorney for Plaintiff

Dated: _____

Nicole Roysdon
Wilson Turner Kosmo LLP
Attorney for Defendants

Dated: _____

[name]

For Defendants Cardinal Health Pharmacy Services, LLC and
Cardinal Health, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Raul Perez
Capstone Law APC
Attorney for Plaintiff

Dated: _____

Nicole Roysdon
Wilson Turner Kosmo LLP
Attorney for Defendants

EXHIBIT A

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

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

Cardinal Health Pharmacy Wage and Hour Cases, JCCP No. 5320

***Jones v. Cardinal Health Pharmacy Services, LLC, Superior Court of the State of California,
County of Santa Clara, Case No. 23CV419594***

***Salazar v. Cardinal Health Pharmacy Services, LLC, Superior Court of the State of
California, County of Los Angeles, Case No. 23STCV19699***

The Superior Court for the State of California authorized this Notice.

READ IT CAREFULLY!

It is 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 Cardinal Health Pharmacy Services, LLC and Cardinal Health, Inc. (“Defendants”) for alleged wage and hour violations. The Action was brought by Plaintiffs Deborah Jones and Michael Salazar (“Plaintiffs”) and seeks payment of wages and other relief for the Class of all individuals who are or were directly employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period, which is October 8, 2020 through May 13, 2025 (“Class Members”). The Action also seeks civil penalties under the California Private Attorneys General Act (“PAGA”) for all individuals who are or were directly employed by Defendants in California and classified as a non-exempt employee at any time during the PAGA Period, which is August 23, 2022, through May 13, 2025 (“Aggrieved Employees”).

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

Based on Defendants’ records, **your Individual Class Payment is estimated to be** <<\$ _____>> **(less withholding) and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to be** <<\$ _____>>. The actual amounts you receive likely will be different from the numbers in the previous sentence, depending on tax withholdings and other required deductions. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment because you did not work for Defendants during the PAGA Period.)

The above estimates are based on Defendants’ 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 than these figures, you can submit a challenge by the deadline date. See Section 5 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. 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 Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and in exchange requires Class Members to give up their rights to assert certain claims against Defendants.

You will be deemed to have carefully read and understood this Notice, and your legal rights will be affected whether you act or do not act. You have three basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert any claims for wages against Defendants that arose during the Class Period, as described in Section 4 below.
- (2) **Opt Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting a written Request for Exclusion. If you opt out of the Settlement, you will not receive an Individual Class Payment; however, you will preserve your right to personally pursue wage claims against Defendants that arose during the Class Period. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment, even if you opt out of the Class Settlement. You cannot opt out of the PAGA portion of the proposed Settlement.
- (3) **Object to the Settlement.** You may object to the Settlement, either in writing or verbally at the hearing. Instructions on how to object are provided below.

Defendants 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:	
Take No Action and Receive a Settlement Payment	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (“Released Class Claims”), in addition to being subject to the release of the Released PAGA Claims. Additional information is set forth below.
You Can Opt Out of the Class Settlement but not the PAGA Settlement	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

<p>The Response Deadline is _____.</p>	<p>Member and you will not be able to object to any portion of the proposed Settlement. See Section 7 of this Notice.</p> <p>However, you cannot opt out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself from the Class Settlement, you will still be paid your Individual PAGA Payment stated above and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.</p>
<p>If You do not Opt Out of the Class Settlement, You Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by the Response Deadline (_____)</p>	<p>All Class Members who do not opt out (“Participating Class Members”) can object to any aspect of the proposed Class 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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable, provided that you do not opt out of the Class Settlement.</p> <p>See Section 8 of this Notice.</p>
<p>You Can Participate in the Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on _____ at 1:30 p.m., at the Santa Clara County Superior Court, located at 161 North First Street, San Jose, CA 95113, in Department 19 before Judge Theodore C. Zayner. This hearing may change as explained below in Section 9. Class Members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance.</p> <p>You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost). Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks / Pay Periods</p>	<p>The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many workweeks you received a wage payment for work performed during the Class Period and how many pay periods you received a wage payment for work performed during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to</p>

Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you may 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 Santa Clara (the "Court"), has been reached between Plaintiffs and Defendants 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 are or were directly employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period.

The "Class Period" is October 8, 2020 through May 13, 2025.

2. What is this class action lawsuit about?

On July 25 2023, Plaintiff Jones filed a complaint against Defendants in the Superior Court of the State of California, County of Santa Clara, Case No. 23CV419594 ("*Jones Class Action*"). The *Jones Class Action* asserted the following class claims against Defendants: unfair competition, failure to pay wages for all hours worked, 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 reimburse employees for expenses, failure to provide accurate itemized wage statements, failure to timely pay wages during employment, and failure to pay wages due upon discharge. On October 27, 2023, Plaintiff Jones filed a First Amended Class Action Complaint ("FAC"), adding a cause of action for Civil Penalties for violations of the California Labor Code, pursuant to Private Attorneys General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA").

On September 14, 2023, Plaintiff Salazar filed a Class Action Complaint against Defendant Cardinal Health Pharmacy Services, LLC in the Superior Court of the State of California, County of Los Angeles, Case No. 23STCV19699 (the "*Salazar Class Action*"). The *Salazar Class Action* complaint asserted the following class claims against Defendant Cardinal Health Pharmacy Services, LLC: unfair competition, failure to pay wages for all hours worked, 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 reimburse employees for expenses, failure to provide accurate itemized wage statements, and failure to pay sick wages. On July 3, 2025, Plaintiff Salazar filed a complaint against Defendant Cardinal Health Pharmacy Services in the Superior Court of the State of California, County of Los Angeles asserting a cause of action for violation of the PAGA ("*Salazar PAGA Action*").

On June 18, 2024, the Court issued its Order granting Defendants' Petition for Coordination of

the *Jones* Class Action and the *Salazar* Class Action, which thereafter proceeded as the *Cardinal Health Pharmacy and Hour Cases*, JCCP No. 5320. As part of this Settlement, on March 11, 2025, Plaintiffs filed a Second Amended Class and Representative Action Complaint (“SAC”) in the *Jones* Class Action as part of the JCCP proceeding, that adds the Parties and Claims originally filed in the *Salazar* Class Action and the PAGA claims from the *Salazar* PAGA Action. The Second Amended Complaint in the coordinated proceeding is the operative complaint in the Action (the “Operative Complaint”).

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

Defendants strenuously deny that they have done anything wrong and dispute all the claims in the Action. Specifically, Defendants contend that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law. In deciding to settle the Action, Defendants have not acknowledged any wrongdoing. Defendants chose to settle the Action to avoid additional expense, inconvenience, and interference with their business operations, and because they highly value their employees. Thus, both sides concluded that it is in their best interests and the interests of the Class to settle the Action now based on the terms summarized in this Class Notice. The Settlement was reached after mediation before a professional wage-and-hour mediator and is the product of arm’s-length negotiations between the Parties. The Plaintiffs and Class Counsel believe the settlement is in the best interest of all Class Members. The Court overseeing this lawsuit has not made any determination that the Plaintiffs’ claims are valid.

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

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay the amount of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments to Class Members, all payments to the LWDA and Aggrieved Employees for civil penalties under PAGA, Service Payments to the two Plaintiffs, third party settlement administration costs, and the amounts for Plaintiffs’ attorneys’ fees and costs. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Defendants shall fully fund the Gross Settlement Amount no later than thirty (30) days after the Effective Date. The Effective Date is the date the Judgment is entered and served on Defendants’ counsel, unless there are objections or an appeal, in which case it is the date the Judgment is final and no longer subject to an appeal. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all payments required by the Settlement, including payments to Class Members and Aggrieved Employees.

Court Approved Deductions from Gross Settlement Amount. The following 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, Plaintiffs 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 of the Settlement, estimated not to exceed \$11,000, for expenses of administration, including 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 \$516,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$45,000. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The amounts stated in this paragraph are what Class Counsel will be requesting, and the final amounts to be paid will be decided by the Court at the Final Approval Hearing. The attorneys’ fees awarded shall be allocated among Class Counsel as follows: 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 50% to Capstone Law APC.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$10,000 to each of the Plaintiffs, 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 Plaintiffs undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided by the Court at the Final Approval Hearing.
- PAGA Penalties. A payment of \$50,000 relating to Plaintiffs’ claim under PAGA, \$37,500 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$12,500 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 (\$12,500) 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 received a wage payment for work performed as a non-exempt employee in California for Defendants during the PAGA Period (August 23, 2022, through May 13, 2025).

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 the amounts of the court-approved Attorneys’ Fees and Costs, the Class Representative Service Payments, 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 \$907,334. 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 calendar week during the Class Period in which a Class Member received a wage payment for work performed as a non-exempt employee in California for Defendants. The number of Workweeks will be based on Defendants' 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 name or address has changed, you must contact the Administrator to inform them of your correct name or address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) 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. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged non-wages, expense reimbursement, interest, and penalties (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. Any income and payroll taxes due on the Wage Portion will be the responsibility of Participating Class Members. Neither Class Counsel nor Defendants' 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. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

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 remitted to a non-profit charity as the Cy Pres Recipient pursuant to California Code of Civil Procedure section 384. The Parties have proposed Legal Aid at Work as the Cy Pres Recipient.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and 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, fully release and discharge Defendants and the Released Parties from any and all causes of action, claims, rights, damages, and penalties arising at any time during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, which includes all claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 245.5, 246, 246.5, 247, 247.5, 248.5, 248.6, 249, 510, 512, 516, 558, 1174, 1174.5, 1182.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; 8 C.C.R. §11010, Sections 3, 4, 7, 11, 12, and 20; California Business and Professions Code §§17200-17208; and any other applicable state or federal law, statute, ordinance, rule and/or regulation (Wage Order) imposing liability and/or obligations that could be brought, for any and all of the following: claims for unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); all claims for the timeliness of wage payments (whether regular or final wages); all claims for the failure to provide compliant meal, rest, and recovery periods; all claims for the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims for the provision of wage statements; all claims for the failure to maintain accurate employment records; all claims for the deduction of wages; all claims for the failure to reimburse necessary business expenses; all claims for the failure to provide paid sick leave; and all claims for unfair business practices resulting from any of the foregoing. Except as set forth in the 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, or workers' compensation.

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 or claims against Defendants 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 Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release and discharge fully, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants and the Released Parties from any and all rights and claims for civil penalties pursuant to PAGA during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices including all PAGA claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 245.5, 246, 246.5, 247, 247.5, 248.5, 248.6, 249, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802; and 8 C.C.R. §11010, Sections 3, 4, 7, 11, 12, and 20 for any and all of the following PAGA claims: claims for unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); all claims for

the timeliness of wage payments (whether regular or final wages); all claims for the failure to provide compliant meal, rest, and recovery periods; all claims for the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims for the provision of wage statements; all claims for the failure to maintain accurate employment records; all claims for the deduction of wages; and all claims for the failure to reimburse necessary business expenses.

Released Parties. The Released Parties are: Defendants and each of their former and present owners, predecessors, successors, assigns, board members, trustees, members, partners, representatives, heirs, executors, administrators, affiliated and related entities, commonly owned or controlled entities, parents, subsidiaries, affiliates, officers, shareholders, directors, agents, employees, attorneys, insurers, and any individual or entity to whom liability for claims released by Plaintiffs, or the Released Class Claims and Released PAGA Claims, could be assigned pursuant to Labor Code section 558.1 or on a joint-employer, alter-ego, or other vicarious liability theory.

5. How much will my payment be?

Defendants’ records reflect that you worked << ____ >> Workweeks during the Class Period (October 8, 2020 through May 13, 2025).

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

[Defendants’ records reflect that you worked << ____ >> PAGA Pay Periods during the during the PAGA Period (August 23, 2022, through May 13, 2025). Based on this information, your estimated Individual PAGA Payment is << _____ >>.]

If you wish to challenge the number of Workweeks [or PAGA Pay Periods] set forth in this section above, you must submit a written, signed dispute along with supporting documents, to the Administrator 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]. Such dispute must be sent to the following address:

_____. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include supporting documents or evidence and will be finally 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 to the same address as this Class Notice. If your name or address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action, _____, (800) _____.

The Court will hold a Final Approval Hearing on _____ at 1:30 p.m. to decide whether to approve the Settlement and determine the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. 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.

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, referred to as "opting 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 Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment 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 *Cardinal Health Pharmacy Wage and Hour Cases* lawsuit. The request to opt out should state the Class Member's full name, current street address, and email address or telephone number. Please include the name and number of the case, which is *Cardinal Health Pharmacy Wage and Hour Cases*, JCCP No. 5320. The request to opt out must be completed and signed by you personally; 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 releases described above.

8. How do I Object to the Settlement?

Only Participating Class Members (i.e., Class Members who do not opt out) have the right to object to the Settlement.

A Participating Class Member who disagrees with any aspect of the Agreement, may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs 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 objection to _____ or email the objection 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, *Cardinal Health Pharmacy Wage and Hour Cases*, JCCP No. 5320, and include your name and current

street address. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action LLC

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

Alternatively, or in addition to submitting a written objection, 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. Please see instructions in the following section for how you or your attorney can appear at the Final Hearing.

In deciding whether to object, you are entitled to see further information about what the Parties are asking the Court to approve and the basis for such requests. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and for Attorneys' Fees, Litigation Expenses and Service Awards stating (a) the amounts Class Counsel is requesting for attorneys' fees and litigation expenses; (b) the amount Plaintiffs are requesting as Class Representative Service Payments; and (c) the basis for such requested amounts. Upon 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 (i) on the Administrator's website at <<_____>>, or (ii) on the via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://traffic.scscourt.org/>), by entering Case No. 23CV419594.

CLASS COUNSEL:

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Blumenthal Nordrehaug Bhowmik DeBlouw LLP
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La Jolla, CA 92037
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Fax: (858) 551-1232
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Raul Perez
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Tel.: (310) 556-4811
Fax: (310) 943-0396

E-Mail: Raul.Perez@capstonelawyers.com ; Orlando.Villalba@capstonelawyers.com
Helga.Hakimi@capstonelawyers.com

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 1:30 p.m. (Pacific Standard Time) on _____, in Department 19 of the Superior Court of California, County of Santa Clara County Superior Court, located at 161 North First Street, San Jose, CA 95113, before Judge Theodore C. Zayner. 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 a service payment to Plaintiffs. 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, or have an attorney appear on their behalf (at the Class Member's own cost).

Class Members and their attorneys may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

It is possible the Court will reschedule the Final Approval Hearing. Before appearing at the Final Approval Hearing, you should confirm the date of the hearing by visiting the court website or contacting Class Counsel. Hearing dates are posted on the Internet via the Case Query page for the California Superior Court for the County of Santa Clara (<https://traffic.scscourt.org/>) and entering the Case No. 23CV419594.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Cardinal Health Pharmacy Wage and Hour Cases* 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 final approval or other Settlement documents by going to the Administrator's website at << _____ >> where these documents will be posted as they become available. You may also get more details by examining the Court's file on the Internet via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://traffic.scscourt.org/>) and entering the Case No. 23CV419594. If you wish to view the Court files in person, you should go to the Clerk's Office located at 191 North First Street, San Jose, CA 95113.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Name or Address Changes** - To receive your check, you should immediately notify the Administrator if you change your name, move or otherwise change your mailing address.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed by that date. The specific expiration date will be printed on the check you receive. The Administrator will pay all unclaimed funds (i.e., funds associated with all checks that are not cashed by the deadline) to a non-profit charity as the Cy Pres Recipient. The Parties have proposed Legal Aid at Work as the Cy Pres Recipient.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

DEBORAH JONES and MICHAEL SALAZAR, individually, and on behalf of other members of the general public similarly situated, and as aggrieved employees pursuant to the Private Attorneys General Act (“PAGA”),

Plaintiffs,

v.

CARDINAL HEALTH PHARMACY SERVICES, LLC, a Delaware limited liability company; CARDINAL HEALTH, INC., an Ohio corporation; and DOES 1 through 10, inclusive,

Defendants.

**JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 5320**

CASE NO.: 23CV419594

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: July 25, 2023
Trial Date: Not set

1 This matter came before the Honorable Theordore C. Zayner of the Superior Court of the
2 State of California, in and for the County Santa Clara, on _____[DATE], for the motion by
3 Plaintiffs Deborah Jones and Michael Salazar (“Plaintiffs”) for preliminary approval of the class
4 and PAGA settlement with Defendants Cardinal Health Pharmacy Services, LLC and Cardinal
5 Health, Inc. (“Defendants”). . The Court, having considered the proposed Settlement Agreement,
6 the Motion for Preliminary Approval of Class Action Settlement filed by Plaintiffs, argument of
7 counsel and all matters presented to the Court and good cause appearing, hereby GRANTS
8 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

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

16 2. This Order incorporates by reference the definitions in the Agreement, and all
17 terms not otherwise defined in this Order shall have the same meaning as set forth in the
18 Agreement.

19 3. The Gross Settlement Amount is One Million Five Hundred Fifty Thousand
20 Dollars (\$1,550,000). It appears to the Court, on a preliminary basis, that the Settlement amount
21 and terms are fair, adequate and reasonable as to all potential Class Members when balanced
22 against the probable outcome of further litigation and the significant risks relating to certification,
23 liability and damages issues. It further appears that investigation and research have been
24 conducted such that counsel for the Parties are able to reasonably evaluate their respective
25 positions. It further appears to the Court that settlement at this time will avoid substantial
26 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
27 further prosecution of the Action. It further appears that the Agreement has been reached as the

1 result of serious and non-collusive, arms'-length negotiations. The Court therefore preliminarily
2 finds that the Settlement is fair, adequate, and reasonable when balanced against the probable
3 outcome of further litigation and the significant risks relating to certification, liability, and
4 damages issues.

5 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
6 Gross Settlement Amount, or \$516,666, an award of litigation expenses incurred, not to exceed
7 Forty-Five Thousand Dollars (\$45,000), and proposed Class Representative Service Payments to
8 the Plaintiffs in an amount not to exceed Ten Thousand Dollars (\$10,000) each. The Court will
9 not approve the amount of attorneys' fees and litigation expenses, nor the amount of any service
10 payments, until the Final Approval Hearing. Plaintiffs will be required to present evidence
11 supporting these requests prior to final approval.

12 5. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
13 certification of a class for settlement purposes only. This stipulation will not be deemed
14 admissible in this, or any other proceeding, should this Settlement not become final. For
15 settlement purposes only, the Court conditionally certifies the following Class: "all individuals
16 who are or were directly employed by Defendants in California and classified as a non-exempt
17 employee at any time during the Class Period." The Class Period is October 8, 2020 through May
18 13, 2025.

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

3 7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
4 Court provisionally appoints Norman Blumenthal, Kyle Nordrehaug, Aparajit Bhowmik, Nicholas
5 J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug
6 Bhowmik De Blouw LLP and Raul Perez, Orlando Villalba, and Helga Hakimi of Capstone Law
7 APC as Class Counsel.

8 8. The Court hereby approves, as to form and content, the Notice of Proposed
9 Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”), attached
10 as Exhibit A to the Agreement. The Court finds that the Class Notice appears to fully and
11 accurately inform the Class of all material elements of the proposed Settlement and the Class
12 Members’ options including, inter alia, their options (i) to be excluded from the Class by
13 submitting a written opt-out request, (ii) to be represented by counsel of their choosing, and (iii) to
14 object to the terms of the Settlement. The Court further finds that the distribution of the Class
15 Notice substantially in the manner and form set forth in the Agreement and this Order meets the
16 requirements of due process, is the best notice practicable under the circumstances, and shall
17 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
18 the Class Notice by first class mail, pursuant to the terms set forth in the Agreement. If a Class
19 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
20 for a more current address for the Class Member and re-mail the Class Notice Packet to the Class
21 Member in accordance with the Agreement.

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

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

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

1 Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
2 objection.

3 12. A Final Approval Hearing shall be held before this Court on _____
4 _____ at 1:30 p.m. in Department 19 of the Santa Clara County Superior Court to
5 determine all necessary matters concerning the Settlement, including: whether the proposed
6 settlement of the Action on the terms and conditions provided for in the Agreement are fair,
7 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
8 Order and Judgment should be entered herein; whether the plan of allocation contained in the
9 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
10 finally approve attorneys' fees and costs to Class Counsel, the service payments to Plaintiffs, and
11 the expenses of the Administrator. The motion for final approval of the class settlement and for
12 award of attorneys' fees, costs and service payments shall be filed with the Court and served on all
13 counsel no later than sixteen (16) court days before the hearing and shall be heard at the Final
14 Approval Hearing.

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

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1 14. Plaintiffs are hereby ordered to give notice of the Settlement to the California
2 Labor and Workforce Development Agency, as required by PAGA.

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

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

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

18 **IT IS SO ORDERED.**

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20 Dated: _____

HON. THEODORE C. ZAYNER
JUDGE, SUPERIOR COURT OF CALIFORNIA

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EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

DEBORAH JONES and MICHAEL SALAZAR, individually, and on behalf of other members of the general public similarly situated, and as aggrieved employees pursuant to the Private Attorneys General Act (“PAGA”),

Plaintiffs,

v.

CARDINAL HEALTH PHARMACY SERVICES, LLC, a Delaware limited liability company; CARDINAL HEALTH, INC., an Ohio corporation; and DOES 1 through 10, inclusive,

Defendants.

**JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 5320**

CASE NO.: 23CV419594

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: July 25, 2023
Trial Date: Not set

1 The motion of Plaintiffs Deborah Jones and Michael Salazar (“Plaintiffs”) for an order
2 finally approving the class action and PAGA settlement between Plaintiffs and Defendants
3 Cardinal Health Pharmacy Services, LLC and Cardinal Health, Inc. (“Defendants”) came on for
4 hearing on _____ before the Honorable Theodore C. Zayner. The Court, having
5 reviewed the Plaintiffs’ Motion for Final Approval, arguments of counsel and evidence presented
6 at the hearing, and otherwise being fully informed and good cause appearing, hereby ORDERS
7 that Plaintiffs’ Motion for Final Approval is GRANTED.

8 It is further ORDERED, ADJUDGED, and DECREED as follows:

9 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
10 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
11 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

12 2. The Court hereby adopts and incorporates by reference the terms and conditions
13 defined in the Class Action and PAGA Settlement Agreement (the “Agreement” or “Settlement”),
14 and all terms not otherwise defined in this Order and Judgment shall have the same meaning as set
15 forth in the Agreement.

16 3. This Court finds that it has jurisdiction over the subject matter of this litigation
17 pending before the California Superior Court for the County of Santa Clara, and over all Parties to
18 this litigation, including the Class and Aggrieved Employees.

19 4. Plaintiffs submitted notice of the Settlement to the California Labor and Workforce
20 Development Agency (“LWDA”), and the LWDA has not indicated any opposition to the
21 Settlement.

22 5. Pursuant to Labor Code § 2698, *et seq.*, the Court also finds that the Settlement’s
23 resolution of the alleged PAGA claims furthers PAGA’s objectives. The PAGA Penalties amount
24 of \$50,000 is approved and shall be paid out of the Gross Settlement Amount, 75% of which shall
25 be allocated and paid to the LWDA and 25% of which shall be distributed to the Aggrieved
26 Employees as Individual PAGA Payments. The Administrator will calculate each Individual
27 PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA
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1 Penalties (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved
2 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's
3 PAGA Pay Periods. The Aggrieved Employees are all individuals who are or were directly
4 employed by Defendants in California and classified as a non-exempt employee at any time during
5 the PAGA Period, which is August 23, 2022, through May 13, 2025. All Aggrieved Employees
6 will be sent their share of the PAGA Penalties and will be subject to the release of the Released
7 PAGA Claims as set forth below, whether or not they opt out of the Class Settlement.

8 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
9 by first class mail to members of the Class at their last known addresses. Mailing of the Class
10 Notice to Class members' last known addresses was the best notice practicable under the
11 circumstances and was reasonably calculated to communicate actual notice of the litigation and
12 the proposed settlement to the Class.

13 7. The Class Notice fully and accurately informed the Class Members of all material
14 elements of the proposed Settlement and the Class Members' options including, *inter alia*, their
15 options (i) to be excluded from the Class by submitting a written opt-out request, (ii) to be
16 represented by counsel of their choosing, and (iii) to object to the terms of the Settlement. The
17 Class Notice was valid, due, and sufficient notice to all Class Members, and complied fully with
18 the laws of the State of California, the United States Constitution, due process and other applicable
19 law. The Class Notice fairly and adequately described the Settlement and provided Class
20 Members with adequate instructions and means to obtain additional information.

21 8. A full opportunity has been afforded to the Class Members to participate in the
22 Final Approval hearing, and all Class Members and other persons wishing to be heard have been
23 heard. Class Members also have had a full and fair opportunity to exclude themselves from the
24 proposed Settlement and Class. There was an adequate interval between notice and the deadline to
25 permit Class Members to choose what to do and act on their decision. Accordingly, the Court
26 determines that all Class Members who did not timely and properly submit a request for exclusion
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1 in accordance with the Agreement are bound by the Settlement and this Final Approval Order and
2 Judgment.

3 9. The Court has considered all relevant factors for determining the fairness of the
4 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
5 particular, the Court finds that the Gross Settlement Amount of One Million Five Hundred Fifty
6 Thousand Dollars (\$1,550,000) and the other terms set forth in the Agreement are fair, reasonable,
7 and adequate.

8 10. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
9 48 Cal.App.4th 1794, 1801 (1996). The Court finds that the Settlement was the result of arms'-
10 length bargaining between the Parties during an all-day mediation before Marc Feder, a respected
11 and experienced mediator of wage and hour class actions. There has been no collusion between
12 the Parties in reaching the proposed settlement. Plaintiffs' investigation and discovery have been
13 sufficient to allow the Court and counsel to act intelligently and to become familiar with the
14 strengths and weaknesses of the claims. Counsel for both Parties are experienced in similar
15 employment class action litigation. All counsel recommended approval of the Agreement. There
16 were no objectors to this settlement.

17 11. The consideration to be given to the Plaintiffs, Class Members, the Aggrieved
18 Employees, and the LWDA under the terms of the Agreement is fair, reasonable and adequate
19 consideration for the release of claims given the uncertainties and significant risks of the litigation
20 related to certification, liability, and damages issues, the strengths and weaknesses of the claims,
21 and the delays which would ensue from continued prosecution of the action. In so finding, the
22 Court has considered all evidence presented, and the Parties have provided the Court with
23 sufficient information about the nature and magnitude of the claims being settled, as well as the
24 impediments to recovery, to permit the Court to make an independent assessment of the
25 reasonableness of the terms to which the Parties have agreed.

26 12. The Court hereby grants final approval of the class settlement with respect to the
27 Class defined as: All individuals who are or were directly employed by Defendants in California
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1 and classified as a non-exempt employee at any time during the Class Period. The “Class Period”
2 is October 8, 2020 through May 13, 2025. All persons who meet the foregoing definition are
3 members of the Class, except for those individuals who timely submitted a valid request for
4 exclusion (“opt out”) from the Class. The following individuals were the only Class Members
5 who opted out of the Settlement: _____.

6 13. Plaintiffs are suitable Class Representatives and are hereby confirmed as the Class
7 Representatives for the Class. The Court finds that Plaintiffs’ investment and commitment to the
8 litigation and its outcome ensured adequate and zealous advocacy for the Class, and that their
9 interests are aligned with those of the Class.

10 14. The Court hereby awards the Class Representative Service Payments in the amount
11 of \$ _____ to Plaintiff Jones and \$ _____ to Plaintiff Salazar, to be paid out of the
12 Gross Settlement Amount, and finds that such Class Representative Service Payments are
13 reasonable in light of the risks and burdens undertaken by the Plaintiffs in the litigation, for their
14 time and effort in bringing and prosecuting this matter on behalf of the Class and the Aggrieved
15 Employees, and for their execution of general releases.

16 15. The Court finds that Norman Blumenthal, Kyle Nordrehaug, Aparajit Bhowmik,
17 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
18 Nordrehaug Bhowmik De Blouw LLP and Raul Perez, Orlando Villalba, and Helga Hakimi of
19 Capstone Law APC (“Class Counsel”) have the requisite qualifications, experience, and skill to
20 protect and advance the interests of the Class. The Court therefore confirms its Preliminary
21 Approval Order appointing Class Counsel as counsel for the Class.

22 16. The Court hereby awards Class Counsel a Class Counsel Fees Payment in the
23 amount of \$ _____ and a Class Counsel Litigation Expenses Payment in the amount of
24 \$ _____, to be paid out of the Gross Settlement Amount. These amounts are reasonable, in
25 light of the contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and the
26 results achieved by Class Counsel. The requested award has been supported by Class Counsel’s
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1 lodestar and billing statement. Class Counsel shall not seek or obtain any other compensation or
2 reimbursement from Defendants, Plaintiffs, or members of the Class.

3 17. The payment of \$ _____ to the Administrator as the Administration
4 Expenses Payment is approved because this amount is reasonable in light of the work performed
5 by the Administrator. The Administration Expenses Payment shall be paid out of the Gross
6 Settlement Amount. The Administrator shall calculate and administer the payments to be made to
7 the Participating Class Members and Aggrieved Employees, transmit payment for attorneys' fees
8 and costs to Class Counsel, transmit the Class Representative Service Payments to the Plaintiffs,
9 distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings, and
10 perform the other remaining duties set forth in the Agreement.

11 18. Notice of entry of this Final Approval Order and Judgment shall be given to all
12 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. This Final Approval
13 Order and Judgment shall be posted on the Administrator's website as set forth in the Class
14 Notice. It shall not be necessary to send notice of entry of this Final Approval Order and
15 Judgment to individual Class Members. Class Counsel shall serve this Final Approval Order and
16 Judgment on the LWDA.

17 19. Defendants shall fully fund the Gross Settlement Amount and also fund the
18 amounts necessary to fully pay Defendants' share of payroll taxes in accordance with the
19 Agreement, by transmitting the funds to the Administrator no later than thirty (30) days after the
20 Effective Date.

21 20. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the
22 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
23 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
24 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
25 Payments.

26 21. Participating Class Members and Aggrieved Employees must cash their settlement
27 checks within 180 days after issuance. If such checks are not cashed within 120 days after the
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1 initial mailing of the checks, the Administrator will send the affected Participating Class Member
2 and/or Aggrieved Employee a reminder notice stating that unless the check is cashed in the next
3 60 days, it will expire and become non-negotiable and offer to replace the check if it was lost or
4 misplaced. All funds associated with checks that remain uncashed by the expiration of the 180
5 day period, and therefore become void, shall be paid to Legal Aid at Work as the Cy Pres
6 Recipient of this Settlement in accordance with California Code of Civil Procedure section 384(b).

7 22. The Agreement and this Settlement are not an admission by Defendants, nor is this
8 Final Approval Order and Judgment a finding of the validity of any claims in the Action or of any
9 wrongdoing by Defendants or that this Action is appropriate for class treatment (other than for
10 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
11 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
12 as, or may be used as an admission by or against Defendants of any fault, wrongdoing or liability
13 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
14 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
15 admission or concession with regard to the denials or defenses by Defendants.

16 23. Neither this Judgment, Approval Motion, the Settlement, any document referred to
17 herein, any exhibit to any document referred to herein, any action taken to carry out the
18 Settlement, nor any negotiations or proceedings related to the Settlement shall have any collateral
19 estoppel or other preclusive effect against Defendants; provided, however, that Defendants and
20 any of the Released Parties can use the Agreement and this Final Approval Order and Judgment to
21 enforce the release and extinguishment of the Released Class Claims and Released PAGA Claims,
22 including without limitation by way of defense to any claims that have been or may hereafter be
23 asserted in any lawsuit or other judicial, administrative, or arbitral proceeding.

24 24. Except as set forth in the Agreement and this Final Approval Order and Judgment,
25 Plaintiffs, and all members of the Class, shall take nothing in the Action. Each party shall bear its
26 own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final
27 Approval Order and Judgment.

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1 25. Effective on the date when Defendants fully fund the entire Gross Settlement
2 Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class
3 Payments, all Participating Class Members, on behalf of themselves and their respective former
4 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully
5 release and discharge Defendants and the Released Parties from any and all causes of action,
6 claims, rights, damages, and penalties arising at any time during the Class Period that were
7 alleged, or reasonably could have been alleged, based on the facts stated in the Operative
8 Complaint, which includes all claims arising under California Labor Code §§ 201, 202, 203, 204,
9 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 245.5, 246, 246.5, 247, 247.5, 248.5, 248.6, 249,
10 510, 512, 516, 558, 1174, 1174.5, 1182.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; 8 C.C.R.
11 §11010, Sections 3, 4, 7, 11, 12, and 20; California Business and Professions Code §§17200-
12 17208; and any other applicable state or federal law, statute, ordinance, rule and/or regulation
13 (Wage Order) imposing liability and/or obligations that could be brought, for any and all of the
14 following: claims for unpaid wages (including claims for failure to pay minimum wages, straight
15 time wages, overtime and double-time compensation); all claims for the timeliness of wage
16 payments (whether regular or final wages); all claims for the failure to provide compliant meal,
17 rest, and recovery periods; all claims for the failure to pay premiums for violations of meal, rest,
18 and recovery period laws (including the failure to make premium payments at all, or failure to
19 make premium payments at the correct rate of pay); all claims for the provision of wage
20 statements; all claims for the failure to maintain accurate employment records; all claims for the
21 deduction of wages; all claims for the failure to reimburse necessary business expenses; all claims
22 for the failure to provide paid sick leave; and all claims for unfair business practices resulting from
23 any of the foregoing. Except as set forth in the Agreement, Participating Class Members do not
24 release any other claims, including claims for vested benefits, wrongful termination, violation of
25 the Fair Employment and Housing Act, unemployment insurance, disability, social security, or
26 workers' compensation.

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1 26. Effective on the date when Defendants fully fund the entire Gross Settlement
2 Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class
3 Payments, all Aggrieved Employees and the LWDA, on behalf of themselves and their respective
4 former and present representatives, agents, attorneys, heirs, administrators, successors, and
5 assigns, fully release and discharge Defendants and the Released Parties from any and all rights
6 and claims for civil penalties pursuant to PAGA during the PAGA Period that were alleged, or
7 reasonably could have been alleged, based on the facts stated in the Operative Complaint and the
8 PAGA Notices including all PAGA claims arising under California Labor Code §§ 201, 202, 203,
9 204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 245.5, 246, 246.5, 247, 247.5, 248.5, 248.6,
10 249, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802; and 8
11 C.C.R. §11010, Sections 3, 4, 7, 11, 12, and 20 for any and all of the following PAGA claims:
12 claims for unpaid wages (including claims for failure to pay minimum wages, straight time wages,
13 overtime and double-time compensation); all claims for the timeliness of wage payments (whether
14 regular or final wages); all claims for the failure to provide compliant meal, rest, and recovery
15 periods; all claims for the failure to pay premiums for violations of meal, rest, and recovery period
16 laws (including the failure to make premium payments at all, or failure to make premium
17 payments at the correct rate of pay); all claims for the provision of wage statements; all claims for
18 the failure to maintain accurate employment records; all claims for the deduction of wages; and all
19 claims for the failure to reimburse necessary business expenses.

20 27. The Released Parties are: Defendants and each of their former and present owners,
21 predecessors, successors, assigns, board members, trustees, members, partners, representatives,
22 heirs, executors, administrators, affiliated and related entities, commonly owned or controlled
23 entities, parents, subsidiaries, affiliates, officers, shareholders, directors, agents, employees,
24 attorneys, insurers, and any individual or entity to whom liability for claims released by Plaintiffs,
25 or the Released Class Claims and Released PAGA Claims, could be assigned pursuant to Labor
26 Code section 558.1 or on a joint-employer, alter-ego, or other vicarious liability theory.

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1 28. This Final Approval Order and Judgment shall be binding on Plaintiffs and all
2 Class Members who are hereby barred by the doctrine of res judicata from asserting any and all of
3 the Released Class Claims.

4 29. This Final Approval Order and Judgment shall be binding on Plaintiffs and all
5 Aggrieved Employees, the LWDA, and the State of California who are hereby barred by the
6 doctrine of res judicata from asserting any and all of the Released PAGA Claims. *See Arias v.*
7 *Superior Court*, 46 Cal. 4th 969, 986 (2009).

8 30. This document shall constitute a judgment under California Code of Civil
9 Procedure section 664.6 and California Rules of Court, Rule 7.69(h).

10 31. Pursuant to California Code of Civil Procedure section 664.6, and without affecting
11 the finality of this Judgment in any way, the Court shall retain jurisdiction to construe, interpret,
12 implement and enforce the Agreement and this Judgment.

13 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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15 Dated: _____

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HON. THEODORE C. ZAYNER
JUDGE, SUPERIOR COURT OF CALIFORNIA

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