

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

Subject to final approval by the Court, it is stipulated, by and between Plaintiffs Jeffrey Eldridge and Janine Nelson (collectively, “Plaintiffs”), on behalf of themselves, other similarly situated putative class members, and other aggrieved employees, and Defendants Endo Pharmaceuticals Inc., Par Pharmaceutical, Inc., and Anchen Pharmaceuticals, Inc. (collectively, “Defendants”) that the Action is hereby compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA Settlement (“Agreement,” “Settlement Agreement,” “Joint Stipulation,” or “Settlement”) and that the Court shall make and enter judgment subject to the definitions, recitals, and terms set forth herein, which by this reference become an integral part of the Agreement. Plaintiffs and Defendants are collectively referred to in this Agreement as the “Parties.”

I. DEFINITIONS

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

- A. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement pursuant to the terms of this Agreement, which is currently estimated at \$6,800.00 and shall not exceed \$10,000.00. All Administration Costs shall be paid from the Qualified Settlement Fund.
- B. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Joint Stipulation of Class Action and PAGA Settlement.”
- C. **Attorney Fee Award**: The amount, not to exceed 35% of the Gross Settlement Amount or \$297,500.00, in the event it is finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Qualified Settlement Fund and will not be opposed by Defendants.
- D. **Action or Case**: The representative PAGA action filed by Plaintiffs Jeffrey Eldridge and Janine Nelson on May 26, 2020, entitled *Eldridge, et al. v. Endo International, PLC, et al.*, Case No. 30-2020-01140634-CU-OE-CXC, in the Orange County Superior Court, including the First Amended Complaint, adding class allegations and naming Anchen Pharmaceuticals, Inc. as a defendant, filed by Plaintiffs in or around June of 2022, in the case entitled *Eldridge, et al. v. Endo International, PLC, et al.*, Case No. 30-2020-01140634-CU-OE-CXC, in the Orange County Superior Court.
- E. **Class**: All individuals who are or previously were employed by Defendants in the State of California and classified as non-exempt employees at any time during the Class Period.

- F. **Class Counsel**: Douglas Han, Shunt Tatavos-Gharajeh, Phillip Song, and Talia Lux of Justice Law Corporation.
- G. **Class Data**: Information regarding Class Members that Defendants will compile from their available, existing, electronic records and provide to the Settlement Administrator. The Class Data shall be formatted as a Microsoft Excel spreadsheet and shall include: (i) each Class Member's full name; (ii) each Class Member's last known address; (iii) each Class Member's last known telephone number; (iv) each Class Member's Social Security number; and (v) information sufficient to allow the Settlement Administrator to calculate the number of workweeks and/or pay periods worked by each Class Member, each Class Member's Individual Settlement Share, and each Eligible Aggrieved Employee's Individual PAGA Payment.
- H. **Class Member**: Each person eligible to participate in this Settlement who is a member of the Class as defined above.
- I. **Class Period**: The time period from February 3, 2016, to December 31, 2021.
- J. **Class Representatives or Plaintiffs**: Jeffrey Eldridge and Janine Nelson.
- K. **Class Representative Enhancement Payment(s)**: The amount(s) the Court awards to Plaintiffs Jeffrey Eldridge and Janine Nelson for their services as the Class Representatives, which will not exceed \$5,000.00 to each Plaintiff. These payments shall be paid from the Qualified Settlement Fund and will not be opposed by Defendants. These enhancements are subject to Court approval. If the Court awards less than the amount(s) requested, any amount(s) not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- L. **Complaints**: The Complaint originally filed by Plaintiffs Jeffrey Eldridge and Janine Nelson on May 26, 2020, in the case entitled *Eldridge, et al. v. Endo International, PLC, et al.*, Case No. 30-2020-01140634-CU-OE-CXC, in the Orange County Superior Court, and the First Amended Complaint, adding class allegations and naming Anchen Pharmaceuticals, Inc. as a defendant, filed by Plaintiffs in or around June of 2022 in the case entitled *Eldridge, et al. v. Endo International, PLC, et al.*, Case No. 30-2020-01140634-CU-OE-CXC, in the Orange County Superior Court.
- M. **Cost Award**: The amount that the Court awards Class Counsel for payment of actual litigation costs, which shall not exceed \$20,000.00. The Cost Award will be paid from the Qualified Settlement Fund and will not be opposed by Defendants. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

- N. **Counsel for Defendants or Defense Counsel:** Attorneys Mitchell A. Wrosch, Alis M. Moon, and Graham M. Hoerauf of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- O. **Court:** The Orange County Superior Court of the State of California.
- P. **Defendants:** Endo Pharmaceuticals Inc., Par Pharmaceutical, Inc., and Anchen Pharmaceuticals, Inc.
- Q. **Effective Final Settlement Date or Effective Date:** The later of the following: (i) if no objections to the Settlement have been filed, or timely objections have been filed and then withdrawn, then the date the Court enters judgment granting Final Approval; (ii) if an objection to the Settlement has been filed, then the date on which time expires to file an appeal of the Court's grant of Final Approval; or (iii) if an objection was filed and a Notice of Appeal of the Court's grant of Final Approval was timely filed, then the date the appeal is finally resolved, with the grant of Final Approval unaffected.
- R. **Eligible Aggrieved Employees:** All individuals who are or previously were employed by Defendants in the State of California and classified as non-exempt employees at any time during the PAGA Period.
- S. **Exclusion Form:** The Election Not To Participate In ("Opt Out" From) Class Action Settlement Form, substantially similar to the form attached hereto as **Exhibit B**, subject to Court approval.
- T. **Final Approval, Final Approval Order, Judgment, and Final Judgment:** "Final Approval" or "Final Approval Order" means the final order entered by the Court, following the Final Approval Hearing, finally approving this Agreement. "Judgment" or "Final Judgment" means the final judgment entered by the Court following the Final Approval Hearing.
- U. **Gross Settlement Amount or GSA:** The total value of the Settlement is a non-reversionary Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00). This is the gross amount Defendants shall be required to pay under this Settlement Agreement, which includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payments paid to the Class Representatives, as approved by the Court; (4) Administration Costs paid to the Settlement Administrator, as approved by the Court; and (5) the PAGA Payment paid to the LWDA and to Eligible Aggrieved Employees, as approved by the Court. Defendants' portion of payroll taxes as the Class Members' current or former employer is not included in the GSA and will be a separate obligation of Defendants. No portion of the Gross Settlement Amount will revert to Defendants for any reason.

- V. **Individual PAGA Payment(s)**: The amount payable to each Eligible Aggrieved Employee from the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees under the terms of this Settlement Agreement. Eligible Aggrieved Employees are not required to submit a claim form to receive their Individual PAGA Payments pursuant to this Agreement.
- W. **Individual Settlement Share(s)**: The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Settlement Share automatically, unless the Class Member submits a timely and valid request for exclusion.
- X. **LWDA**: California Labor and Workforce Development Agency.
- Y. **Net Settlement Amount or NSA**: The total amount of money available for payout to Participating Class Members, which is the GSA less the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payments, the PAGA Payment, and Administration Costs. In other words, the NSA is the portion of the GSA that will be distributed to Class Members who do not request exclusion from the Settlement (“Participating Class Members”).
- Z. **Notice**: The “Notice of Class Action and PAGA Settlement,” provided to all Class Members in both English and Spanish, regarding the terms of this Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval. The Notice shall constitute notice to the Class pursuant to California Rule of Court, rule 3.769(f) and, once approved by the Court, shall be deemed compliant with California Rule of Court, rule 3.766.
- AA. **Notice Packet**: Collectively, the Notice and Exclusion Form, mailed to all identified Class Members by the Settlement Administrator.
- BB. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698, *et seq.*).
- CC. **PAGA Payment**: The PAGA Payment consists of \$50,000.00 of the Gross Settlement Amount allocated for the settlement and release of claims for civil penalties under PAGA. Seventy-five percent (75%) of the PAGA Payment (\$37,500.00) shall be paid to the LWDA, and twenty-five percent (25%) (\$12,500.00) of the PAGA Payment shall be distributed to Eligible Aggrieved Employees, on a pro-rata basis, as set forth below. If the Court requires a higher allocation for the PAGA Payment, the additional amount will be taken from the GSA.
- DD. **PAGA Period**: The time period from February 3, 2019, to December 31, 2021.

EE. PAGA Released Claims: All claims for civil penalties pursuant to PAGA based on the factual or legal theories that were alleged in the Complaints and Plaintiffs' letters to the Labor & Workforce Development Agency ("LWDA"), or that reasonably could have been alleged based on the facts, legal theories, Labor Code sections, and primary rights at issue in the Complaints or Plaintiffs' letters to the LWDA, including the: failure to pay wages; failure to pay overtime; failure to pay minimum wages; failure to provide and record meal periods and provide meal period premium payments; failure to provide rest periods and provide rest period premium payments; failure to provide and maintain compliant wage statements; failure to timely pay wages during employment; failure to timely pay wages upon termination; failure to reimburse necessary business expenses; violations of the unfair competition law; collection of due and unpaid wages; and any other claims or penalties under the wage and hour laws pleaded in the Action (collectively, the "PAGA Released Claims"). The period of the PAGA Released Claims shall extend to the limits of the PAGA Period.

The PAGA Released Claims does not include claims that, as a matter of law, cannot be released and does not include claims for retaliation, discrimination, wrongful termination, and individual claims for the recovery of workers' compensation benefits.

FF. Participating Class Members: All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement. Participating Class Members will release all of the Released Claims and will be bound by all terms of the Settlement and any final judgment entered in this Action.

GG. Parties: Plaintiffs Jeffrey Eldridge and Janine Nelson, individually and as the Class Representatives, and Defendants Endo Pharmaceuticals Inc., Par Pharmaceutical, Inc., and Anchen Pharmaceuticals, Inc.

HH. Preliminary Approval or Preliminary Approval Order: The Court's order preliminarily approving the proposed Settlement following the Preliminary Approval Hearing.

II. Qualified Settlement Fund or QSF: A fund within the meaning of Treasury Regulation section 1.46B-1, 26 C.F.R. section 1.468B-1 *et seq.*, that is established by the Settlement Administrator for the benefit of Participating Class Members, Eligible Aggrieved Employees, Plaintiffs and Class Counsel.

JJ. Released Claims: All claims based on the factual or legal theories that were alleged in the Complaints and/or Plaintiffs' letters to the LWDA, or that reasonably could have been alleged based on the facts, legal theories, Labor Code sections, and primary rights at issue in the Complaints and/or Plaintiffs' letters to the LWDA, including the: failure to pay wages; failure to pay

overtime; failure to pay minimum wages; failure to provide and record meal periods and provide meal period premium payments; failure to provide rest periods and provide rest period premium payments; failure to provide and maintain compliant wage statements; failure to timely pay wages during employment; failure to timely pay wages upon termination; failure to reimburse necessary business expenses; collection of due and unpaid wages; violations of the unfair competition law; and any other claims or penalties under the wage and hour laws pleaded in the Action (collectively, the “Released Claims”). The period of the Released Claims shall extend to the limits of the Class Period. The res judicata effect of the Judgment will be the same as that of the Released Claims.

The Released Claims does not include claims that, as a matter of law, cannot be released and does not include claims for retaliation, discrimination, wrongful termination, and individual claims for the recovery of workers’ compensation benefits. The Released Claims also expressly excludes the PAGA Released Claims, meaning Participating Class Members will not release the PAGA Released Claims unless such Participating Class Members are also Eligible Aggrieved Employees.

KK. Released Parties: Defendants and their past, present, and/or future, direct and/or indirect, officers, directors, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, including Endo International, PLC.

LL. Response Deadline: Sixty (60) calendar days from the initial mailing of the Notice Packets and the last date on which Class Members may request exclusion from or object to the Settlement. Class Members who receive a re-mailed Notice will have an additional ten (10) calendar days, for a total of seventy (70) calendar days from the initial mailing of the Notice, to request exclusion from or object to the Settlement.

MM. Settlement Administrator: The third-party administrator agreed upon by the Parties to administer this Settlement is Simpluris, Inc. (“Simpluris”).

II. RECITALS

A. Procedural History. On February 3, 2020, Plaintiff Jeffrey Eldridge provided written notice to the LWDA, Endo International, PLC, and Defendants Endo Pharmaceuticals Inc. and Par Pharmaceutical, Inc. of the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions. On February 12, 2020, Plaintiff Eldridge submitted an amended written notice to the LWDA, adding Plaintiff Janine Nelson as an additional representative. On May 26, 2020, Plaintiffs filed a representative PAGA action against Endo International, PLC and Defendants Endo Pharmaceuticals Inc. and

Par Pharmaceutical, Inc. in the Orange County Superior Court, entitled *Eldridge, et al. v. Endo International, PLC, et al.*, Case No. 30-2020-01140634-CU-OE-CXC, alleging a single cause of action for violation of Labor Code section 2698, *et seq.* (Private Attorneys General Act of 2004) and seeking civil penalties. On November 11, 2020, Plaintiffs filed a Request for Dismissal of the previously named defendant Endo International, PLC, which the Court granted on November 16, 2020. In or around June of 2022, Plaintiffs filed a First Amended Complaint against Defendants Endo Pharmaceuticals Inc., Par Pharmaceutical, Inc., and Anchen Pharmaceuticals, Inc. in the Orange County Superior Court, in the case entitled *Eldridge, et al. v. Endo International, PLC, et al.*, Case No. 30-2020-01140634-CU-OE-CXC, adding class allegations and naming Anchen Pharmaceuticals, Inc. as a defendant.

- B. Investigation and Discovery.** Prior to mediation, and both before and after the Action was filed, the Parties conducted significant investigation and discovery of the relevant facts and law. Prior to mediation, Defendants produced documents relating to their wage-and-hour policies, practices, and procedures, including those regarding meal and rest periods, the recording of time, and off-the-clock work. Plaintiffs also reviewed time and pay records and information relating to the size and scope of the Class, as well as data permitting Plaintiffs to understand the number of workweeks in the Class Period and pay periods in the PAGA Period. Further, Plaintiffs interviewed numerous putative class members who worked for Defendants during the Class Period. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis.
- C. Mediation.** On August 11, 2021, the Parties participated in a private mediation with Jeffrey A. Ross, a well-respected mediator with considerable experience mediating wage-and-hour class actions. This mediation took place only after the Parties informally exchanged extensive information and data. The mediation and subsequent negotiations resulted in the Settlement described herein to resolve this Action in its entirety.
- D. Benefits of Settlement to Class Members.** Plaintiffs and Class Counsel recognize the expense and length of additional proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiffs and Class Counsel have also taken into account the uncertainty and risks, the potential outcome, and the difficulties and delays inherent in further litigation. Plaintiffs and Class Counsel have conducted extensive settlement negotiations, including formal mediation on August 11, 2021, as mentioned above. Based on the foregoing, Plaintiffs and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.

- E. Defendants' Reasons for Settlement.** Defendants recognize that the defense of this litigation will be protracted and expensive for all Parties. Substantial amounts of Defendants' time, energy, and resources have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims Plaintiffs have asserted. Defendants have also taken into account the risks of further litigation in reaching their decision to enter into this Settlement. Despite continuing to contend that they are not liable for any of the claims set forth by Plaintiffs, Defendants have, nonetheless, agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims as set forth in the Action.
- F. Defendants' Denial of Wrongdoing.** Defendants generally and specifically deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged, make no concessions or admissions of liability of any sort, and contend that for any purpose other than settlement, the Action is not appropriate for class or representative treatment. Defendants assert a number of defenses to the claims and have denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. The monies being paid as part of the settlement are genuinely disputed and the Parties agree that the provisions of Labor Code section 206.5 are not applicable to this Settlement. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever and shall not constitute an admission of the accuracy of any allegations made by Plaintiffs or Class Counsel. Nor should the Agreement be construed as an admission that Plaintiffs can serve as adequate Class Representatives. There has been no final determination by any court as to the merits of the claims asserted by Plaintiffs against Defendants or as to whether a class or classes should be certified, other than for settlement purposes only.
- G. Plaintiffs' Claims.** Plaintiffs assert that Defendants' defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiffs, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, none of Plaintiffs, Class Members, or Class Counsel will oppose Defendants' efforts to use this Agreement to prove that Plaintiffs and Class Members have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Settlement Consideration by Defendants - Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross

Settlement Amount, excluding payroll taxes, that Defendants are obligated to pay under this Settlement Agreement is Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00). In no event shall Defendants be required to pay more than the Gross Settlement Amount, other than their share of payroll taxes.

- B. Notice to the Labor and Workforce Development Agency (“LWDA”).** On February 3, 2020, Plaintiff Eldridge filed and served his Notice of Labor Code Violations Pursuant to Labor Code Section 2699.3 (“PAGA Notice”). On February 12, 2020, Plaintiff Eldridge filed an Amended PAGA Notice, adding Plaintiff Nelson as an additional representative, in compliance with the reporting requirements of Labor Code Section 2699.3. On May 13, 2022, Plaintiffs filed a Second Amended PAGA Notice, removing Endo International, PLC as a named employer and adding Defendant Anchen Pharmaceuticals, Inc. as a named employer. Thus, Plaintiffs maintain that they have satisfied their notice obligations under PAGA.
- C. Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that in order for this Settlement to occur, the Court must conditionally certify the Class as defined in this Agreement.
- D. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiffs and Class Members for purposes of this Settlement only. This Stipulation is contingent upon Preliminary and Final Approval. If the Settlement does not become final and effective, for whatever reason, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall have no bearing on and shall not be admissible or used in any way in connection with the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. Defendants reserve the right to oppose class certification should this Settlement be materially modified, withdrawn, or reversed on appeal, or otherwise fail to become final and effective. An award by the Court of a lesser amount than sought by Plaintiffs and Class Counsel for the Class Representative Enhancement Payments, the Attorney Fee Award, and/or the Cost Award, will not constitute a material modification to the Settlement within the meaning of this paragraph.
- E. Appointment of Class Representatives.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiffs shall be appointed as the representatives for the Class.
- F. Appointment of Class Counsel.** Solely for the purposes of this Settlement, the Parties stipulate and agree that Class Counsel shall be appointed to represent the Class.

G. Settlement Disbursement. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

- 1. To the Plaintiffs, Jeffrey Eldridge and Janine Nelson.** In addition to their respective Individual Settlement Shares and Individual PAGA Payments, as applicable, and subject to the Court's approval, Plaintiffs will each receive up to Five Thousand Dollars and Zero Cents (\$5,000.00) as Class Representative Enhancement Payments in exchange for releasing the Released Parties from the Released Claims, a general release, and for their time, their effort, and the risk they undertook in bringing and prosecuting this matter. The Settlement Administrator will pay the Class Representative Enhancement Payments out of the Qualified Settlement Fund. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payments. The Settlement Administrator shall issue IRS Forms 1099 to Plaintiffs for their Class Representative Enhancement Payments. Plaintiffs shall be solely and legally responsible for paying any and all applicable taxes due on their Class Representative Enhancement Payments and shall hold harmless Defendants and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Payments. In the event the Court does not approve the entirety of the application for the Class Representative Enhancement Payments, Plaintiffs shall not have the right to revoke the Settlement and it will remain binding. In the event the Court does not approve the entirety of the application for the Class Representative Enhancement Payments, the Settlement Administrator shall pay whatever amounts the Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amounts requested and the amounts awarded. If the amounts awarded are less than the amounts requested by Plaintiffs, the difference shall become part of the NSA and be available for distribution to Participating Class Members.
- 2. To Class Counsel.** Class Counsel will apply to the Court for, and Defendants agrees not to oppose, a total Attorney Fee Award not to exceed thirty-five percent (35%), or \$297,500.00, of the GSA and a Cost Award not to exceed \$20,000.00. Class Counsel, Plaintiffs and the Participating Class Members will not apply to the Court for any payment of attorneys' fees and costs that are in addition to the foregoing or that exceed the GSA. The Parties agree that, over and above the Court-approved Attorney Fee and Cost Awards, each of the Parties, including all Participating Class Members, shall bear their own fees and costs, including, but not limited to, those related to the investigation, filing, prosecution, or settlement of the Action; the negotiation, execution, or implementation of this Agreement; and/or the process of obtaining, administering, or challenging an Order Granting Preliminary Approval and/or Final Approval. The Settlement Administrator

will pay the Court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross Settlement Amount. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to these payments. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount(s) requested and the amount(s) awarded. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost, Class Counsel shall not have the right to revoke the Settlement and it will remain binding. However, Class Counsel reserve the right to appeal any reduction by the Court of the requested Attorney Fee Award and Cost Award. If the amount(s) awarded is less than the amount(s) requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

3. **To the Responsible Tax Authorities.** The Settlement Administrator will withhold the amount of each Participating Class Member's portion of normal payroll withholding taxes out of each Participating Class Member's Individual Settlement Share apportioned to wages. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendants' portions of payroll withholding taxes. The Settlement Administrator will submit Defendants' portion of payroll withholding tax calculation to Defendants for additional funding and forward those amounts, along with each Participating Class Member's Individual Settlement Share withholdings, to the appropriate taxing authorities. Defendants will pay their portion of employer-side payroll taxes at the same time they fund the Gross Settlement Amount in accordance with the requirements of Section III (J)(8)(a) of this Settlement Agreement.
4. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court in an amount currently estimated at \$6,800.00 and not to exceed \$10,000.00. This will be paid out of the Qualified Settlement Fund. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members. In the event the Court does not approve the entirety of the requested Administration Costs, the Settlement Administrator shall pay to itself whatever amount the Court awards, and neither Defendants nor Plaintiffs shall be responsible for paying the difference between the amount requested and the amount awarded.

5. To Participating Class Members. The Settlement Administrator will pay each Participating Class Member an Individual Settlement Share from the NSA.

a. Individual Settlement Share Calculation. The Settlement Administrator will pay each Participating Class Member his or her proportional share of the Net Settlement Amount, which will be equal to: (i) the number of workweeks he or she worked as a Class Member during the Class Period, based on the Class Data provided by Defendants, divided by (ii) the total number of workweeks worked by all Participating Class Members, collectively, during the Class Period, based on the same Class Data, and (iii) multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a workweek for purposes of this calculation. Therefore, the value of each Participating Class Member's Individual Settlement Share is tied directly to the number of workweeks he or she worked during the Class Period.

b. Tax Treatment for Individual Settlement Shares. Each Participating Class Member's Individual Settlement Share will be apportioned as follows: twenty percent (20%) as wages and eighty percent (80%) as penalties and interest. The portion paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by IRS Forms W-2. Payment of all amounts will be made subject to backup withholding unless a duly executed IRS Form W-4 is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS Forms 1099. The employees' share of payroll tax withholdings and other legally required withholdings shall be withheld from the portion of each Participating Class Member's Individual Settlement Share attributed to wages. Participating Class Members will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Shares and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Shares.

6. To Eligible Aggrieved Employees. The Settlement Administrator will pay each Eligible Aggrieved Employee an Individual PAGA Payment from the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees.

- a. Individual PAGA Payment Calculation.** The Settlement Administrator will pay each Eligible Aggrieved Employee his or her proportional share of the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees, which will be equal to: (i) the number of pay periods he or she worked as an Eligible Aggrieved Employee during the PAGA Period, based on the Class Data provided by Defendants, (ii) divided by the total number of pay periods worked by all Eligible Aggrieved Employees collectively during the PAGA Period, based on the same Class Data, and (iii) multiplied by the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Eligible Aggrieved Employee's Individual PAGA Payment is tied directly to the number of pay periods he or she worked during the PAGA Period.
- b. Tax Treatment for Individual PAGA Payments.** Each Eligible Aggrieved Employee's Individual PAGA Payment will be apportioned as one hundred percent (100%) penalties and shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS Forms 1099. Eligible Aggrieved Employees will be responsible for the payment of any taxes and penalties assessed on the Individual PAGA Payments and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual PAGA Payments.

H. Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree that Simpluris shall be retained to serve as Settlement Administrator. By accepting the role as Settlement Administrator, the Settlement Administrator is bound to all the terms, conditions and obligations described in this Settlement Agreement. The Settlement Administrator shall be responsible for preparing, translating into Spanish, printing, and mailing the Notice Packets to the Class Members; creating a static settlement website that will go live on the same date the Notice Packet is first mailed to the Class Members and that will include, among other things, the Complaints, standalone generic copies of the Notice and Exclusion Form, all papers filed in connection with the Preliminary Approval Hearing (including all orders filed by the Court), all papers filed in connection with the Final Approval Hearing (including the fee motion and the final approval motion), and, if the Settlement is approved, the Final Approval Order and Judgment; keeping track of any objections or requests for exclusion from Class Members; calculating each Class Member's Individual Settlement Share and each Eligible Aggrieved Employee's Individual PAGA Payment; calculating any and all payroll tax deductions as required by law; mailing Individual Settlement Shares to Participating Class Members and Individual PAGA Payments to Eligible

Aggrieved Employees; performing skip traces and remailing Notice Packets, Individual Settlement Shares, and Individual PAGA Payments to Class Members and Eligible Aggrieved Employees; providing weekly status reports to Counsel for Defendants and Class Counsel, which are to include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court upon completion of the Settlement and prior to the Final Approval Hearing; mailing the LWDA's portion of the PAGA Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Class Counsel; printing and providing Class Members and Plaintiffs with IRS Forms W-2 and 1099 as required under this Agreement and applicable law; providing any funds remaining in the QSF as a result of uncashed checks to the California State Controller's Office in the name of the Class Member(s) or Eligible Aggrieved Employee(s) in accordance with California Unclaimed Property Law, including the administration of related tax reimbursements; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in Simpluris or otherwise have a relationship with Simpluris that could create a conflict of interest. Plaintiffs, Class Counsel, Defendants and Defense Counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the Individual Settlement Shares, Individual PAGA Payments, or any other distribution of monies contemplated by this Agreement, or in the development of the list of recipients of all such settlement payments.

I. CIRCULAR 230 DISCLAIMER. Each Party to this Agreement (for purposes of this section, the "Acknowledging Party" and each Party to this Agreement other than the Acknowledging Party, an "Other Party") acknowledges and agrees that:

- (1) No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of U.S. Treasury Dept. Circular 230 (31 C.F.R. Part 10, as amended);
- (2) The Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any Other Party or any attorney or advisor to any Other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and
- (3) No attorney or advisor to any Other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Procedure for Approving Settlement.

1. Motion for Preliminary Approval and Conditional Certification.

- a. Plaintiffs will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Notice and Exclusion Form.
- b. At the Preliminary Approval Hearing, Plaintiffs will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representatives, Class Counsel, and Settlement Administrator; approving the Notice and Exclusion Form; and setting the Final Approval Hearing.
- c. Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. The amounts of the Attorney Fee Award, Cost Award, Administration Costs, PAGA Payment, and Class Representative Enhancement Payments shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items is not a condition of this Agreement and shall be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, Administration Costs, PAGA Payment, and/or the Class Representative Enhancement Payments shall not operate to terminate or cancel this Agreement. Nothing in this Agreement shall limit Plaintiffs' or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, Cost Award, Administration Costs, and/or Class Representative Enhancement Payments.

2. Notice to Class Members. After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Notice Packet in accordance with the following procedure:

- a. Within fourteen (14) calendar days after entry of the Preliminary Approval Order, Defendants shall deliver to the Settlement Administrator the Class Data. If any or all of the Class Data is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Class Data shall be based on Defendants' payroll, personnel, and other business records. The Settlement

Administrator will conduct a National Change of Address (“NCOA”) Database search (which provides updated addresses for individuals who have moved in the past four years and who have provided the U.S. Postal Service with a forwarding address) for all Class Members to obtain the most up-to-date address information. The Settlement Administrator shall maintain the Class Data and all information contained therein as private and confidential. This provision shall not impede Class Counsel’s ability to discharge its fiduciary duties, including effectuating the terms of this Settlement.

- b.** Within fourteen (14) calendar days after Defendants provide the Class Data to the Settlement Administrator, the Settlement Administrator will mail the Notice Packet to all identified Class Members via first-class regular U.S. Mail, using the most current mailing address information available.
- c.** If a Notice Packet is returned because of an incorrect address, within five (5) calendar days after receipt of the returned Notice Packet, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Notice Packet to the Class Member. The Settlement Administrator will conduct a skip trace to attempt to find the Class Member’s current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Notice Packet is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing Notice Packets to Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Notice Packet shall be re-mailed to the original address. If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip trace or forwarded mail, will have an additional ten (10) calendar days from the original Response Deadline to postmark a request for exclusion from or an objection to the Settlement. The Settlement Administrator shall mark on the envelope whether the Notice Packet is a re-mailed packet and shall provide on the envelope the Class Member’s new deadline to respond.
- d.** Class Members will have the opportunity to dispute the information provided in their Notice Packets. All such disputes must be in writing, postmarked by the Response Deadline, and

sent via first-class regular U.S. mail to the Settlement Administrator. To the extent a Class Member disputes the number of workweeks or pay periods with which he or she has been credited or the amount of his or her Individual Settlement Share or Individual PAGA Payment, the Class Member may produce and submit evidence to the Settlement Administrator showing that the disputed information is inaccurate. The Settlement Administrator will evaluate any evidence submitted by the Class Member and will make the initial decision as to the number of eligible workweeks or pay periods with which the Class Member should be credited and/or the amount of the Individual Settlement Share or Individual PAGA Payment to which the Class Member may be entitled. The Court shall have the right to review any decision made by the Settlement Administrator regarding such a dispute and will make the final determination. Class Counsel will file with the Court any and all disputes submitted by Class Members, the evidence submitted in support of such disputes, and the resolution of those disputes.

- e. If the Settlement Administrator receives an incomplete or deficient request for exclusion, the Settlement Administrator shall send a letter informing the Class Member of the deficiency and shall provide the Class Member fourteen (14) calendar days with which to cure the deficiency. If the Settlement Administrator does not receive a cured request for exclusion, postmarked by the last and fourteenth (14th) day of the cure period, the Class Member will be deemed not to have excluded himself or herself from the Settlement and will be bound by the Settlement.
- f. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defense Counsel of the number of Notice Packets mailed, the number of Notice Packets returned as undeliverable, the number of Notice Packets re-mailed, and the number of requests for exclusion received.
- g. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel no later than ten (10) calendar days before the Final Approval Hearing. If any material changes occur before the Final Approval Hearing but after the Settlement Administrator's declaration of due diligence has been filed, the Settlement Administrator will supplement its declaration.

3. Objections to the Settlement.

- a. Notice.** The Notice will provide that Class Members who wish to object to the Settlement may do so by mailing written objections to the Settlement Administrator, postmarked on or before the Response Deadline. Class Members who object to this Settlement or any of its terms may not also submit requests for exclusion from this Settlement (i.e., may not opt out of this Settlement). In the event a Class Member submits both a request for exclusion and a written objection, the request for exclusion will be deemed invalid, and the objection will remain valid. The postmark date of mailing shall be the exclusive means used to determine whether an objection was timely served. A Class Member who objects to the Settlement will remain a Participating Class Member and, if the Court finally approves the Settlement, the objecting Class Member will be bound by the terms of the Settlement in the same way and to the same extent as those Participating Class Members who do not object to the Settlement. Eligible Aggrieved Employees do not have the right to object to the PAGA portion of the Settlement.
- b. Format.** For a written objection to be valid, it must: (a) be signed and dated by the objecting Class Member or his or her lawful representative; (b) include the objecting Class Member's full name, address, telephone number, and the last four digits of the Class Member's Social Security number, as well as the name and address of counsel, if any; (c) include the words "Notice of Objection" or "Formal Objection;" (d) state the case name and number; (e) provide a concise, factual written statement of the Class Member's reasons for objecting; (f) include a statement indicating whether the objecting Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing; and (g) be postmarked on or before the Response Deadline.
- c. Appearance at Final Approval Hearing and Oral Objection.** Participating Class Members may (but are not required to) appear at the Final Approval Hearing, either in person or through their own counsel and at their own expense, and orally object to the Settlement, regardless of whether the Participating Class Member submitted a written objection to the Settlement. The failure to submit a valid written objection does not waive a Participating Class Member's right to appear at and make an oral objection to the Settlement at the Final Approval Hearing. The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak, regardless of whether the Class Member has submitted a written objection.

- d. Filing Objections.** The Settlement Administrator shall send all written objections to Class Counsel and Defense Counsel. Class Counsel will be responsible for filing the objections with the Court in advance of the Final Approval Hearing. Class Counsel and Defense Counsel will be permitted to respond in writing to any properly submitted objections no later than nine (9) court days before the Final Approval Hearing.

4. Request for Exclusion from the Settlement (“Opt Out”).

- a. Notice.** The Notice will provide that Class Members who wish to exclude themselves from the Settlement must do so by mailing a request for exclusion to the Settlement Administrator, postmarked on or before the Response Deadline. The postmark date of mailing shall be the exclusive means used to determine whether the request for exclusion was timely submitted.
- b. Format.** For a request for exclusion to be valid, it must unambiguously state that the Class Member wishes to exclude himself or herself from the Settlement and must also: (a) include the Class Member’s name, address, and the last four digits of the Class Member’s Social Security number; (b) be addressed to the Settlement Administrator at the specified address; (c) be signed by the Class Member or his or her lawful representative; and (d) be postmarked on or before the Response Deadline.
- c. Validity and Effect.** Class Members who fail to submit valid and timely requests for exclusion will automatically be included in the Settlement and will become Participating Class Members upon the expiration of the Response Deadline. Each Participating Class Member shall be bound by all terms of the Settlement and any Final Judgment entered in this Action if the Settlement is finally approved by the Court and shall be mailed an Individual Settlement Share, regardless of whether the Participating Class Member has objected to the Settlement. Any Class Member who returns a valid and timely request for exclusion will not participate in or be bound by the terms of the class portion of the Settlement or any Final Judgment entered if the Settlement is finally approved by the Court and thereby will not have any right to object to, appeal or comment thereon. Class Members who return valid and timely requests for exclusion will not be entitled to any payment from the Net Settlement Amount.
- d. Confirmation of Authenticity.** If there is a question about the authenticity of a signed request for exclusion, the Settlement

Administrator may demand additional proof of the Class Member's identity.

- e. **Report.** No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notice Packets mailed to Class Members, the number of Notice Packets returned as undeliverable, the number of Notice Packets re-mailed to Class Members, the number of re-mailed Notice Packets returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid and timely requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.
- f. **Eligible Aggrieved Employees May Not Opt Out of PAGA Settlement.** Notwithstanding the foregoing, the Parties agree that there is no statutory or other right for any Eligible Aggrieved Employee to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement, which releases the PAGA Released Claims as provided in Sections I(EE) and III(L) of this Agreement. Therefore, if the Court approves the Settlement, the Eligible Aggrieved Employees will be bound by the PAGA portion of the Settlement and will still be entitled to their Individual PAGA Payments, regardless of whether they submitted valid and timely requests for exclusion.

5. No Solicitation of Objections or Exclusion Forms. Neither the Parties nor their respective counsel will solicit or otherwise encourage, directly or indirectly, any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal the Final Approval Order or Judgment.

6. Motion for Final Approval.

- a. At the earliest practicable time following the expiration of the Response Deadline, Class Counsel will file motions and memoranda in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: the (1) Attorney Fee Award; (2) Cost Award; (3) Administration Costs; (4) Class Representative Enhancement Payments; and (5) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment), pursuant to which all Participating Class Members shall release all Released Claims and all Eligible Aggrieved Employees shall release the PAGA Released Claims. Class Counsel's motion for Final Approval of the Settlement, including

Final Approval of the (1) Attorney Fee Award, (2) Cost Award, (3) Administration Costs, (4) Class Representative Enhancement Payments, and (5) PAGA Payment, shall be filed at least sixteen (16) Court days before the Final Approval Hearing.

- b. Declaration by Settlement Administrator.** The Settlement Administrator shall submit a declaration in support of Plaintiffs' Motion for Final Approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of valid and timely requests for exclusion received, the number of valid and timely written objections received, the average amount of the Individual Settlement Share and Individual PAGA Payment, the Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.
 - c.** Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law. The Final Approval Order and Judgment will be posted on the Settlement Administrator's website.
- 7. Disbursement of Settlement Shares and Payments.** Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The maximum amount Defendants can be required to pay under this Settlement for any purpose, other than Defendants' share of payroll taxes, is the Gross Settlement Amount. The Settlement Administrator shall keep Defense Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Defense Counsel and Class Counsel. No person shall have any claim against Defendants, Defense Counsel, Plaintiffs, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.
- 8. Funding the Settlement.** No later than twenty (20) calendar days after the Effective Final Settlement Date and upon satisfaction of the preconditions described in this Settlement Agreement, Defendants shall deposit the Gross Settlement Amount of Eight Hundred Fifty Thousand Dollars and Zero

Cents (\$850,000.00), along with Defendants' portion of employer-side payroll taxes, into the QSF (as defined below).

- 9. Disbursement.** Within fourteen (14) calendar days after Defendants fund the entire Gross Settlement Amount, along with Defendants' portion of employer-side payroll taxes, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares and Individual PAGA Payments, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payments, the payment to the LWDA, and the Administration Costs. The Settlement Administrator will forward a check for 75% of the PAGA Payment (\$37,500.00) to the LWDA for settlement of the PAGA claim.
- 10. QSF.** The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under section 468B of the Code and Treasury Regulations section 1.468B-1, 26 C.F.R. section 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and the Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. section 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.
- 11. Uncashed Checks.** Participating Class Members and Eligible Aggrieved Employees must cash or deposit their Individual Settlement Share and Individual PAGA Payment checks within one hundred eighty (180) calendar days after the checks are mailed to them. The Settlement Administrator shall skip trace any checks that are returned as undeliverable. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) calendar days, it will expire and become non-negotiable, and offering to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are initially mailed, cancel the check(s) and pay the amount of the Individual Settlement Share(s) or Individual PAGA Payment(s) (as applicable), plus any accrued interest, to the California State Controller's Office in the name of the Participating Class Member(s) or Eligible Aggrieved Employee(s), in accordance with California Unclaimed Property Law so that the Participating Class Member(s) or Eligible Aggrieved Employee(s) will have their Individual Settlement Share(s) or Individual PAGA Payment(s) available to them per the applicable claim procedure to request that money from the State of California. Defendants will not be required to pay any interest on said amounts.

12. Final Report by Settlement Administrator. Within ten (10) calendar days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

13. Defendants' Legal Fees. Defendants are responsible for paying all their own legal fees, costs, and expenses incurred in this Action, in addition to and separate from payment of the Gross Settlement Amount.

K. Release of Claims by All Participating Class Members. Upon Defendants' fulfillment of their payment obligations under Section III(J)(8) of this Agreement, Plaintiffs and all Participating Class Members shall release the Released Parties from the Released Claims, as defined in Section I(JJ) above, occurring during the Class Period. Plaintiffs and the Participating Class Members agree not to sue or otherwise make any claim against any of the Released Parties for any of the Released Claims.

L. Release of PAGA Claims by All Eligible Aggrieved Employees. Upon Defendants' fulfillment of their payment obligations under Section III(J)(8) of this Agreement, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all Eligible Aggrieved Employees, including Plaintiffs, shall release the Released Parties from the PAGA Released Claims, as defined in Section I(EE) above, occurring during the PAGA Period. Plaintiffs and the Eligible Aggrieved Employees agree not to sue or otherwise make any claim against any of the Released Parties for any of the PAGA Released Claims. The release of the PAGA Released Claims is effective, regardless of whether the Eligible Aggrieved Employee submits a timely and valid request for exclusion.

M. Plaintiffs' General Release of Claims. Upon Defendants' fulfillment of their payment obligations under Section III(J)(8) of this Agreement, and in exchange for the Class Representative Enhancement Payments to Plaintiffs, in amounts not to exceed \$5,000.00 (Five Thousand Dollars and Zero Cents) to each Plaintiff, in recognition of their work and efforts in obtaining the benefits for the Class and undertaking the risk of paying litigation costs in the event this matter had not successfully resolved, Plaintiffs hereby provide a general release of claims for themselves and any spouses, heirs, successors and assigns, and forever release, remise, and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, arising from the beginning of time through December 31, 2021, known or unknown, suspected or unsuspected, asserted or that might have been asserted, whether in tort, contract, equity, or otherwise, arising out of Plaintiffs' respective employment with Defendants, payment of wages during that employment and the cessation of that employment, and/or violation of any federal, state or local statute, rule, ordinance or regulation. Plaintiffs' general release of claims does not include claims that, as a matter of law, cannot be released.

Plaintiffs' general release of claims also includes a waiver of California Civil Code section 1542, which provides as follows:

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

N. Miscellaneous Terms.

- 1. No Admission of Liability.** Defendants make no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendants reserve the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendants deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in this Action, or that but for the Settlement, a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants of liability or wrongdoing. This Settlement and Plaintiffs' and Defendants' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).
- 2. No Effect on Employee Benefits.** The amounts paid under this Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan, policy or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendants' policies or bonus programs. Any payments made under the terms of this Settlement shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other form of compensation for the purposes of Defendants' benefit plans, policies or bonus programs. Defendants retain the right to modify the language of their benefit plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or benefits are not required by this Settlement.
- 3. No Solicitation of Individual Settlements.** Defendants and Defense Counsel agree that until and unless the Court does not grant Final Approval of the Settlement and/or the Settlement Agreement becomes null and void,

Defendants and Defense Counsel will not attempt to procure any individual settlements from the Class Members. Should this clause be violated, Plaintiffs reserve the right to terminate the Settlement Agreement. Plaintiffs and Class Counsel agree that until and unless the Court does not grant Final Approval of the Settlement and/or the Settlement Agreement becomes null and void, Plaintiffs and Class Counsel shall not attempt to procure from Class Members any requests for exclusion. Should this clause be violated, Defendants reserve the right to terminate the Settlement Agreement.

- 4. Publicity.** Plaintiffs and Class Counsel agree that they have not and will not publish the Settlement Agreement. In response to any inquiries, Plaintiffs will state that “the case was resolved and it was resolved confidentially.” Class Counsel shall not report the Settlement Agreement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiffs or the Class or the Settlement Agreement on their website, and shall not contact any reporters or media regarding the Settlement. Despite this provision, Class Counsel can discuss the Settlement with Plaintiffs and the Class Members and in any filings with the Court.
- 5. Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary, or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence.
- 6. Authorization to Enter Into Settlement Agreement.** Class Counsel and Defense Counsel 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 under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

- 7. Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 8. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.
- 9. Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument, signed by counsel for all Parties or their successors-in-interest and subject to Court approval.
- 10. Waiver of Certain Appeals.** The Parties agree to stipulate to class certification for purposes of implementing this Settlement only and agree to waive all appeals from the Court's final approval of the Settlement, unless the Court modifies the Settlement.
- 11. Notice of Settlement to LWDA.** Plaintiffs hereby represent that at the same time they file the Motion for Preliminary Approval, Plaintiffs will provide notice of this Agreement and proposed settlement to the Labor Workforce Development Agency ("LWDA") as required by Labor Code section 2699(1)(2).
- 12. Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- 13. No Prior Assignment.** Plaintiffs hereby represent, covenant, 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 rights herein released and discharged.
- 14. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- 15. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair,

reasonable, and adequate settlement of the Action and have arrived at this Agreement through arm's-length negotiations, taking into account all relevant factors, current and potential. The Parties further agree that this Settlement Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or her or its counsel participated in the drafting of this Settlement Agreement.

- 16. No Unalleged Claims.** Plaintiffs and Class Counsel acknowledge, represent, and warrant that (1) they are not currently aware of any unalleged claims that could be brought against Defendants or on behalf of Defendants' employees not covered by the Class definition; (2) they do not have any current intention of initiating any litigation or bringing claims against Defendants; and (3) other than the Class Members and Eligible Aggrieved Employees, they do not currently know of or represent any individuals that have expressed any interest in litigation against Defendants or that Class Counsel believe to have potential claims against Defendants. Nothing in this paragraph will be construed as a restraint on the right of any counsel to practice.
- 17. No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member, such Class Member assumes all responsibility for the payment of such taxes.
- 18. Jurisdiction of the Superior Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Superior Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
- 19. Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

20. 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.

21. Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: 05/23/2022, 2022

PLAINTIFF JEFFREY ELDRIDGE



Jeffrey Eldridge

Dated: 05/23/2022, 2022

PLAINTIFF JANINE NELSON



Janine Nelson

Dated: _____, 2022

**DEFENDANTS ENDO PHARMACEUTICALS
INC., PAR PHARMACEUTICAL, INC., AND
ANCHEN PHARMACEUTICALS, INC.**

Jeremiah Rogers, Esq.

As authorized agent for Defendants Endo
Pharmaceuticals Inc., Par Pharmaceutical, Inc., and
Anchen Pharmaceuticals, Inc.

Dated: May 24, 2022

JUSTICE LAW CORPORATION



Douglas Han, Esq.

Attorneys for Plaintiffs Jeffrey Eldridge and Janine
Nelson, on behalf of themselves and all others
similarly situated

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: _____, 2022

PLAINTIFF JEFFREY ELDRIDGE

Jeffrey Eldridge

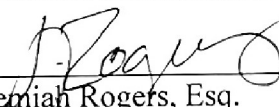
Dated: _____, 2022

PLAINTIFF JANINE NELSON

Janine Nelson

Dated: June 20, 2022

**DEFENDANTS ENDO PHARMACEUTICALS
INC., PAR PHARMACEUTICAL, INC., AND
ANCHEN PHARMACEUTICALS, INC.**



Jeremiah Rogers, Esq.

As authorized agent for Defendants Endo
Pharmaceuticals Inc., Par Pharmaceutical, Inc., and
Anchen Pharmaceuticals, Inc.

Dated: _____, 2022

JUSTICE LAW CORPORATION

Douglas Han, Esq.

Attorneys for Plaintiffs Jeffrey Eldridge and Janine
Nelson, on behalf of themselves and all others
similarly situated

Dated: June 20, 2022

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**



Mitchell Wrosch, Esq.

Alis Moon, Esq.

Graham M. Hoerauf, Esq.

Attorneys for Defendants Endo Pharmaceuticals
Inc., Par Pharmaceutical, Inc., and Anchen
Pharmaceuticals, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

A court authorized this notice. This is not a solicitation.

This is not a lawsuit against you, and you are not being sued.

However, your legal rights are affected by whether you act or don't act.

TO: All individuals who are or previously were employed by Endo Pharmaceuticals Inc., Par Pharmaceutical, Inc., and/or Anchen Pharmaceuticals, Inc. and classified as non-exempt employees at any time during the time period from February 3, 2016, to December 31, 2016.

The Superior Court of the State of California, County of Orange has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned action ("Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action and PAGA Settlement ("Notice") carefully. The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

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1. *Why Have I Received This Notice?*

The personnel records of Endo Pharmaceuticals Inc., Par Pharmaceutical, Inc., and/or Anchen Pharmaceuticals, Inc. (“Defendants”) indicate that you may be a Class Member. You are a Class Member if you are or previously were employed by Defendants in the State of California and classified as a non-exempt employee at any time during the time period from February 3, 2016, to December 31, 2021 (“Class Period”). In addition, you are an Eligible Aggrieved Employee if you are or previously were employed by Defendants in the State of California and classified as a non-exempt employee at any time during the time period from February 3, 2019, to December 31, 2019 (“PAGA Period”).

A Preliminary Approval Hearing regarding the proposed Settlement was held on [date of Preliminary Approval Hearing], 2022, in the Superior Court of the State of California, County of Orange. At the Preliminary Approval Hearing, the Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [date of Final Approval Hearing], 2022, at [time a.m./p.m.], before the Honorable Glenda Sanders, in the Superior Court of the State of California, County of Orange, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, Department CX-101 (Central Justice Center).

2. *What Is This Case About?*

On February 3, 2020, Plaintiff Jeffrey Eldridge (“Plaintiff Eldridge”), a former employee of Defendants, gave notice to the California Labor and Workforce Development Agency (“LWDA”) that he believed Endo International, PLC, Endo Pharmaceuticals Inc., and Par Pharmaceutical, Inc. were violating the California Labor Code with respect to all their non-exempt employees in California. On February 12, 2020, Plaintiff Eldridge submitted an amended notice to the LWDA, adding Plaintiff Janine Nelson (“Plaintiff Nelson”), another former employee of Defendants, as an additional representative. Plaintiffs Eldridge and Nelson’s (collectively, “Plaintiffs”) notice alleged that Endo International, PLC, Endo Pharmaceuticals Inc., and Par Pharmaceutical, Inc. failed to pay minimum and overtime wages, failed to provide meal periods and rest breaks, failed to timely pay wages during employment, failed to timely pay wages upon termination, failed to provide complete and accurate wage statements, and failed to reimburse business expenses (Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802).

On May 26, 2020, Plaintiffs filed a PAGA-only lawsuit against Endo International, PLC, Endo Pharmaceuticals Inc., and Par Pharmaceutical, Inc. in the Superior Court of the State of California, County of Orange, entitled *Eldridge, et al. v. Endo International, PLC, et al.* (Case Number 30-2020-01140634-CU-OE-CXC). A PAGA lawsuit is a type of representative lawsuit authorized by the Labor Code Private Attorneys General Act of 2004 (PAGA) (Labor Code section 2698, *et seq.*), which allows aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for violations of the California Labor Code. An aggrieved employee is any person who was employed by the alleged Labor Code violator and against whom one or more of the alleged Labor Code violations was committed.

On November 11, 2020, Plaintiffs filed a Request for Dismissal of the previously named defendant Endo International, PLC, which the Court granted on November 16, 2020.

Plaintiffs and Defendants (collectively, the “Parties”) attended mediation with mediator Jeffrey A. Ross on August 11, 2021, to attempt to resolve the claims Plaintiffs made against Defendants in the Action without going to trial. Although the Parties were unable to agree to a settlement of the Action at mediation, with the help of the mediator, the Parties eventually agreed to the proposed Settlement.

Although Plaintiffs originally filed a PAGA-only lawsuit, the Settlement called for a resolution of both PAGA and class claims. A class action is a procedure by which an employee may resolve the claims of other absent employees on a representative basis. A class action is different from a PAGA action in that an employee filing a class action is resolving the claims of absent employees while an employee filing a PAGA action is acting as an agent of the State of California to obtain penalties for absent employees for Labor Code violations committed against those employees.

In line with the Parties’ decision to settle the Action, on [INSERT DATE], 2022, Plaintiffs submitted a second amended notice to the LWDA, removing Endo International, PLC as a named employer and adding Anchen Pharmaceuticals, Inc. as a named employer. Also in line with the Parties’ decision to settle, on [INSERT DATE], Plaintiffs filed a First Amended Complaint against Defendants Endo Pharmaceuticals Inc., Par Pharmaceutical, Inc., and Anchen Pharmaceuticals, Inc. in the Superior Court of the State of California, County of Orange. This First Amended Complaint supersedes the original Complaint Plaintiffs filed on May 26, 2020 and is different from Plaintiffs’ original Complaint in that the First Amended Complaint directly asserts class claims based on the same theories of liability for which Plaintiffs previously only pursued PAGA penalties. The Labor Code sections relevant to the class claims Plaintiffs asserted in their First Amended Complaint are the same Labor Code sections that Plaintiffs alleged Defendants violated in their letter to the LWDA, as well as section 17200 of the California Business & Professions Code.

The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendants; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, the Parties avoid the risks and cost of a trial.

Defendants expressly deny that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiffs or to the Class. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants.

3. *What Are My Options?*

As a Class Member and/or Eligible Aggrieved Employee, you have options with respect to your involvement in the proposed Settlement. Each option has its consequences, which you should understand before making your decision. The table below summarizes your rights with respect to each option and the steps you must take to select each option. These options are also explained in more detail later in this Notice.

Important Note: Defendants will not retaliate against you in any way for either participating or not participating in this Settlement.

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OPTIONS	CLASS MEMBERS	ELIGIBLE AGGRIEVED EMPLOYEES
DO NOTHING	If you do nothing and the Court grants final approval of the Settlement, you will become part of the Action, and the Settlement Administrator will mail you a check for your Individual Settlement Share, which will be based on the total number of workweeks you worked for Defendants in the State of California and were classified as a non-exempt employee during the Class Period, at your address of record. You will give up your right to pursue the Released Claims as defined in Section No. 9 below, meaning you will be unable to sue the Released Parties, including Defendants, for the Released Claims.	If you do nothing and the Court grants final approval of the Settlement, you will become part of the Action, and the Settlement Administrator will mail you a check for your Individual PAGA Payment, which will be based on the total number of pay periods you worked for Defendants in the State of California and were classified as a non-exempt employee during the PAGA Period, at your address of record. You will give up your right to pursue the PAGA Released Claims as defined in Section No. 9 below, meaning you will be unable to sue the Released Parties, including Defendants, for the PAGA Released Claims.
DISPUTE WORKWEEKS AND/OR PAY PERIODS	If you believe the number of workweeks with which you have been credited, and thereby the amount of your Individual Settlement Share, as provided in this Notice, is inaccurate, you may dispute this information. The procedure for disputing this information is described in Section No. 6 below.	If you believe the number of pay periods with which you have been credited, and thereby the amount of your Individual PAGA Payment, as provided in this Notice, is inaccurate, you may dispute this information. The procedure for disputing this information is described in Section No. 6 below.
OBJECT	You may object to the class portion of the proposed Settlement. If you would like to object, you may not opt out of the class portion of this Settlement. The procedure for objecting to the proposed Settlement is described in Section No. 7 below. If you object and the Court approves the proposed Settlement, the Settlement Administrator will mail you a check for your Individual Settlement Share, and you will give up your right to sue the Released Parties, including Defendants, for the Released Claims as defined in Section No. 9 below.	Eligible Aggrieved Employees do not have the right to object to the PAGA portion of the proposed Settlement. If the Court approves the proposed Settlement, the Settlement Administrator will mail you a check for your Individual PAGA Payment, and you will give up your right to sue the Released Parties, including Defendants, for the PAGA Released Claims as defined in Section No. 9 below.

REQUEST EXCLUSION	If you do not want to participate in the class portion of the proposed Settlement, you may request exclusion from, or opt out of, the class portion of the proposed Settlement. If the Court approves the Settlement, the Settlement Administrator will not mail you an Individual Settlement Share, and you will not give up your right to sue the Released Parties, including Defendants, for any of the Released Claims as defined in Section No. 9 below. The procedure for requesting exclusion from the class portion of the proposed Settlement is described in Section No. 8 below.	Eligible Aggrieved Employees do not have the right to request exclusion from, or opt out of, the PAGA portion of the proposed Settlement. If the Court approves the Settlement, the Settlement Administrator will mail you a check for your Individual PAGA Payment, and you will give up your right to sue the Released Parties, including Defendants, for the PAGA Released Claims as defined in Section No. 9 below. Eligible Aggrieved Employees who opt out of the class portion of the proposed Settlement will still be mailed checks for their Individual PAGA Payments and will give up the right to sue the Released Parties for the PAGA Released Claims.
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4. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiffs and the Class	Attorneys for Defendants
JUSTICE LAW CORPORATION Douglas Han Shunt Tatavos-Gharajeh Phillip Song Talia Lux 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Telephone: (818) 230-7502 Facsimile: (818) 230-7259	OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Mitchell A. Wrosch Alis M. Moon Graham M. Hoerauf Park Tower, 15th Floor 695 Town Center Drive Costa Mesa, California 92626 Telephone: (714) 800-7900 Facsimile: (714) 754-1298

The Court has decided that Justice Law Corporation is qualified to represent Plaintiffs, on an individual basis, and you and all other Class Members, on a class-wide basis, simultaneously.

Class Counsel is working on behalf of Plaintiffs and the Class at large. If you want your own attorney, you may hire one at your own cost.

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5. *How Does This Settlement Work?*

In this Action, Plaintiffs sued on behalf of themselves and all other similarly situated employees who were employed by Defendants in the State of California and classified as non-exempt employees at any time during the Class Period. Plaintiffs and these other current and former employees comprise a “Class” and are “Class Members.” Those Class Members employed by Defendants in the State of California and classified as non-exempt employees at any time during the PAGA Period are also “Eligible Aggrieved Employees.” The proposed Settlement of this Action is a class and representative action settlement, meaning the Settlement resolves the Released Claims of all Class Members, except for those Class Members who exclude themselves from the Class by requesting to be excluded in the manner set forth in Section No. 8 below, as well as the PAGA Released Claims of all Eligible Aggrieved Employees. The Released Claims and the PAGA Released Claims are defined in Section No. 9 below. In return for giving up the right to sue the Released Parties for the Released Claims, the Class Members who do not decide to exclude themselves from the class portion of the proposed Settlement will be mailed checks for their Individual Settlement Shares. Similarly, in return for giving up the right to sue the Released Parties for the PAGA Released Claims, the Eligible Aggrieved Employees will be mailed checks for their Individual PAGA Payments.

Plaintiffs and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. If you need more information, have any questions, or would like copies of the Settlement documents, you may follow the instructions set out in Section No. 13 below.

6. *How Do I Dispute the Information Included in This Notice?*

Section No. 10 below states the number of workweeks with which you have been credited – meaning the number of workweeks you worked during the Class Period, based on Defendants’ records – and the estimated amount of your Individual Settlement Share, based on this number of workweeks. If you are also an Eligible Aggrieved Employee, Section No. 10 below also states the number of pay periods with which you have been credited – meaning the number of pay periods you worked during the PAGA Period, based on Defendants’ records – and the estimated amount of your Individual PAGA Payment. If you believe the number of workweeks and/or pay periods with which you have been credited, and therefore the estimated amount of your Individual Settlement Share and/or Individual PAGA Payment, is inaccurate, you may dispute this information.

If you choose to dispute the information included in this Notice, you must do so by mailing a written dispute by first-class regular U.S. mail, **postmarked by [Response Deadline]**, to: Endo International, PLC, et al. Settlement Administrator C/O **SIMPLURIS, INC., [INSERT ADDRESS]**.

You may also produce and submit evidence to the Settlement Administrator, along with your dispute, showing that the disputed information is inaccurate. The Settlement Administrator will evaluate any evidence you submit and will make the initial decision as to the number of workweeks and/or pay periods with which you will be credited and the Individual Settlement Share and/or Individual PAGA Payment to which you will be entitled. The Court will have the right to review any decision made by the Settlement Administrator regarding such a dispute and will make the final determination.

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7. How Do I Object To The Settlement?

If you are a Class Member who does not opt out of the class portion of the Settlement, you may object to the class portion of the Settlement, personally or through an attorney, by mailing a written objection, **postmarked by [Response Deadline]**, to: Endo International, PLC, et al. Settlement Administrator C/O **SIMPLURIS, INC., [INSERT ADDRESS]**.

Written objections must: (a) be signed and dated by the objecting Class Member or his or her lawful representative; (b) include the objecting Class Member's full name, address, telephone number, and the last four digits of the Class Member's Social Security number, as well as the name and address of counsel, if any; (c) include the words "Notice of Objection" or "Formal Objection;" (d) state the case name and number; (e) provide a concise, factual written statement of the Class Member's reasons for objecting; (f) include a statement indicating whether the objecting Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing; and (g) be postmarked on or before **[Response Deadline]**.

You may also appear at the Final Approval Hearing, either in person or through your own counsel and at your own expense, and orally object to the Settlement without a showing of good cause, regardless of whether you submitted a written objection to the Settlement. Valid and timely written objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing. The failure to submit a valid and timely written objection does not waive your right to appear at and make an oral objection to the Settlement at the Final Approval Hearing. The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak, regardless of whether the Class Member has submitted a written objection.

Absent good cause found by the Court, Class Members who fail to object in either manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

If you receive a remailed Notice, your deadline to submit an objection or request for exclusion will be extended by 10 calendar days. If your Notice is a remailed Notice, it will be marked on the envelope, along with your new deadline to respond. We encourage you to keep copies of all documents, including the envelope, in the event the deadline is challenged.

If the Court rejects the objection and approves the Settlement, the Class Member will be mailed an Individual Settlement Share and will be bound by the terms of the Settlement.

8. How Do I Opt Out Or Exclude Myself From This Settlement?

If you do not wish to participate in the class portion of the Settlement, you may be excluded from the class portion of the Settlement (i.e., "opt out") by mailing a request for exclusion, **postmarked by [Response Deadline]**, to: Endo International, PLC, et al. Settlement Administrator C/O **SIMPLURIS, INC., [INSERT ADDRESS]**. A form ("ELECTION NOT TO PARTICIPATE IN ('OPT OUT' FROM) CLASS ACTION SETTLEMENT") has been provided to you along with this Notice, which can be used for this purpose; alternatively, you can submit your own written document that includes the same information. You cannot exclude yourself by phone. If you opt out of the Settlement, you will not be releasing Released Claims, set forth in Section No. 9 below, and you will not receive an Individual Settlement Share.

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Requests for exclusion must unambiguously state that the Class Member wishes to himself or herself from the Settlement and must: (a) include the Class Member's name, address, and the last four digits of the Class Member's Social Security number; (b) be addressed to the Settlement Administrator at the specified address; (c) be signed by the Class Member or his or her lawful representative; and (d) be postmarked on or before **Response Deadline**.

The Court will exclude any Class Member who submits a valid and timely request for exclusion in the manner described above. Any Class Member who fails to submit a valid and timely request for exclusion on or before **Response Deadline** will be bound by all terms of the Settlement, release, and any Judgment entered in the Action if the Settlement receives final approval from the Court.

If you receive a remailed Notice, your deadline to submit an objection or request for exclusion will be extended by 10 calendar days. If your Notice is a remailed Notice, it will be marked on the envelope, along with your new deadline to respond. We encourage you to keep copies of all documents, including the envelope, in the event the deadline is challenged.

If a Class Member submits both a request for exclusion and a written objection, the request for exclusion will be deemed invalid, and the objection will remain valid. You are responsible for ensuring that the Settlement Administrator receives any request for exclusion you submit.

Eligible Aggrieved Employees May Not Opt Out of the PAGA Portion of the Settlement. Notwithstanding the foregoing, you do not have the right to opt out or otherwise exclude yourself from the PAGA portion of the Settlement, which releases the PAGA Released Claims. If you are an Eligible Aggrieved Employee and you submit a valid and timely request for exclusion, you will still be mailed your Individual PAGA Payment, and you will release the PAGA Released Claims.

9. *How Does This Settlement Affect My Rights? What are the Released Claims and PAGA Released Claims?*

If the Court approves the proposed Settlement, the Court will enter a Final Judgment. All Class Members who do not opt out of the class portion of the Settlement ("Participating Class Members") will be bound by the Court's Final Judgment and will fully release and discharge Defendants and their past, present, and/or future, direct and/or indirect, officers, directors, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers ("Released Parties"). All Participating Class Members will release the Released Parties from the Released Claims, and all Eligible Aggrieved Employees will release the Released Parties from the PAGA Released Claims on the date Defendants fulfill their payment obligations under the Settlement Agreement. The Released Claims and PAGA Released Claims are defined below.

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A. Released Claims.

Upon Defendants' fulfillment of their payment obligations under Section III(J)(8) of the Settlement Agreement, Plaintiffs and all Participating Class Members will release the Released Parties from the Released Claims in exchange for the consideration provided to them by the Settlement Agreement – specifically, their Individual Settlement Shares. The Released Claims include all claims based on the factual or legal theories that were alleged in Plaintiffs' Complaints, including the original Complaint filed on May 26, 2020 and the First Amended Complaint filed on [INSERT DATE], and/or Plaintiffs' letters to the LWDA, or that reasonably could have been alleged based on the facts, legal theories, Labor Code sections, and primary rights at issue in the Complaints and or Plaintiffs' letters to the LWDA, including the: failure to pay wages; failure to pay overtime; failure to pay minimum wages; failure to provide and record meal periods and provide meal period premium payments; failure to provide rest periods and provide rest period premium payments; failure to provide and maintain compliant wage statements; failure to timely pay wages during employment; failure to timely pay wages upon termination; failure to reimburse necessary business expenses; collection of due and unpaid wages; violations of the unfair competition law; collection of due and unpaid wages; and any other claims or penalties under the wage and hour laws pleaded in the Action. This release applies only to claims that occurred during the Class Period.

The Released Claims does not include claims that, as a matter of law, cannot be released and does not include claims for retaliation, discrimination, wrongful termination, and individual claims for the recovery of workers' compensation benefits. The Released Claims also expressly excludes the PAGA Released Claims, meaning Participating Class Members will not release the PAGA Released Claims unless such Participating Class Members are also Eligible Aggrieved Employees.

B. PAGA Released Claims.

Upon Defendants' fulfillment of their payment obligations under Section III(J)(8) of the Settlement Agreement, Plaintiffs and all Eligible Aggrieved Employees will release the Released Parties from the PAGA Released Claims in exchange for the consideration provided to them by the Settlement Agreement – specifically, their Individual PAGA Payments. The PAGA Released Claims include all claims for civil penalties pursuant to PAGA based on the factual or legal theories that were alleged in the Complaints, including the original Complaint filed on May 26, 2020 and the First Amended Complaint filed on [INSET DATE], and Plaintiffs' letters to the LWDA, or that reasonably could have been alleged based on the facts, legal theories, Labor Code sections, and primary rights at issue in the Complaints or Plaintiffs' letters to the LWDA, including the: failure to pay wages; failure to pay overtime; failure to pay minimum wages; failure to provide and record meal periods and provide meal period premium payments; failure to provide rest periods and provide rest period premium payments; failure to provide and maintain compliant wage statements; failure to timely pay wages during employment; failure to timely pay wages upon termination; failure to reimburse necessary business expenses; violations of the unfair competition law; collection. This release applies only to claims that occurred during the PAGA Period.

The PAGA Released Claims does not include claims that, as a matter of law, cannot be released and does not include claims for retaliation, discrimination, wrongful termination, and individual claims for the recovery of workers' compensation benefits.

All Eligible Aggrieved Employees will release the Released Parties from the PAGA Released Claims, even if they submit valid and timely requests for exclusion.

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10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Defendants will be required to pay under the Settlement Agreement is \$850,000 (“Gross Settlement Amount”), plus Defendants’ share of payroll taxes.

The Gross Settlement Amount will be used to pay the following amounts, subject to Court approval: (1) \$5,000 Class Representative Enhancement Payments to each Plaintiff; (2) up to \$10,000 in Administration Costs to the Settlement Administrator; (3) the \$50,000 PAGA Payment, seventy-five percent (75%) of which (\$37,500) shall be paid to the LWDA, and twenty-five percent (25%) of which (\$12,500) shall be distributed to Eligible Aggrieved Employees, on a pro-rata basis; (4) a \$297,500 Attorney Fee Award to Class Counsel (35% of the Gross Settlement Amount); and (5) a \$20,000 Cost Award to Class Counsel. The amount that remains after all payments are made is the Net Settlement Amount, which is currently estimated to be \$462,500.

A. How Will My Individual Settlement Share Be Calculated?

The Net Settlement Amount will be paid to the Participating Class Members in the form of Individual Settlement Shares. If the Court approves any of the above-referenced payments in smaller amounts, the Net Settlement Amount will be larger. The Settlement Administrator will mail each Participating Class Member an Individual Settlement Share from the Net Settlement Amount, which will be equal to: (i) the number of workweeks he or she worked as a Class Member during the Class Period, based on the Class Data provided by Defendants, divided by (ii) the total number of workweeks worked by all Participating Class Members, collectively, during the Class Period, based on the same Class Data, and (iii) multiplied by the Net Settlement Amount. One day worked in a given week will be credited as one workweek for purposes of this calculation. Therefore, the value of each Participating Class Member’s Individual Settlement Share is tied directly to the number of workweeks he or she worked during the Class Period.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which Class Members may submit disputes regarding, objections to, or requests for exclusion from the Settlement concludes, based upon the calculation above, your approximate Individual Settlement Share from the Net Settlement Amount, is \$ [REDACTED], less taxes. This is based on Defendants’ records, which show you worked [REDACTED] workweeks during the Class Period. The amount of your Individual Settlement Share will change if Class Members opt out of the class portion of the proposed Settlement, if workweek estimates change, and/or if the Court does not approve all the above-referenced payments from the Gross Settlement Amount in full.

Twenty percent (20%) of your Individual Settlement Share will be treated as unpaid wages. The wages portion of your Individual Settlement Share will be subject to all tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings and will be reported on an IRS Form W-2. Eighty percent (80%) of your Individual Settlement Share will be treated as penalties and interest. The penalties and interest portion of your Individual Settlement Share will be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees’ wages and will be paid pursuant to an IRS Form 1099.

The Settlement Administrator will mail your Individual Settlement Share check to the address the Settlement Administrator has on record for you. Therefore, it is important that you keep the Settlement Administrator informed of any change of address.

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B. How Will My Individual PAGA Payment Be Calculated?

The Settlement Administrator will mail each Eligible Aggrieved Employee an Individual PAGA Payment from the PAGA Payment, which will be equal to: (i) the number of pay periods he or she worked as an Eligible Aggrieved Employee during the PAGA Period, based on the Class Data provided by Defendants, (ii) divided by the total number of pay periods worked by all Eligible Aggrieved Employees collectively during the PAGA Period, based on the same Class Data, and (iii) multiplied by the \$12,500 of the PAGA Payment allocated to the Eligible Aggrieved Employees.

Based upon the calculation above, your approximate Individual PAGA Payment is \$ [REDACTED]. This is based on Defendants' records, which show you worked [REDACTED] pay periods during the PAGA Period. One hundred percent (100%) of this payment will be considered penalties, and you will be issued an IRS Form 1099 if your payment exceeds \$600. You are responsible for paying any federal, state, or local taxes owed as a result of this payment.

The Settlement Administrator will mail your Individual PAGA Payment check to the address the Settlement Administrator has on record for you. Therefore, it is important that you keep the Settlement Administrator informed of any change of address.

If no amount is stated for your Individual PAGA Payment, according to Defendants' records, you are not an Eligible Aggrieved Employee eligible for an Individual PAGA Payment because you were not employed by Defendants in the State of California and classified as a non-exempt employee during the PAGA Period. Therefore, this subsection B does not apply to you.

C. When Will My Settlement Payment Be Mailed?

Defendants shall fund the Gross Settlement Amount of \$850,000, along with Defendants' portion of employer-side payroll taxes, no later than twenty (20) calendar days after the Effective Final Settlement Date. The Effective Final Settlement Date will be the later of the following: (i) if no objections to the Settlement have been filed, or timely objections have been filed and then withdrawn, then the date the Court enters judgment granting final approval; (ii) if an objection to the Settlement has been filed, then the date on which time expires to file an appeal of the Court's grant of final approval; or (iii) if an objection was filed and a Notice of Appeal of the Court's grant of final approval was timely filed, then the date the appeal is finally resolved, with the grant of final approval unaffected.

Within fourteen (14) calendar days after Defendants fund the entire Gross Settlement Amount, along with Defendants' portion of employer-side payroll taxes, the Settlement Administrator will calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares and Individual PAGA Payments, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payments, the payment to the LWDA, and the Administration Costs.

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It is strongly recommended that upon receipt of your Individual Settlement Share check and, if you are an Eligible Aggrieved Employee, your Individual PAGA Payment check, you cash your check(s) immediately or before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are initially mailed, cancel the check(s) and pay the amount of the Individual Settlement Share(s) and/or Individual PAGA Payment(s) to the California State Controller's Office in the name of the Participating Class Member(s) or Eligible Aggrieved Employee(s), in accordance with California Unclaimed Property Law, so that the Participating Class Member(s) and/or Eligible Aggrieved Employee(s) will have their Individual Settlement Share(s) and/or Individual PAGA Payment(s) available to them per the applicable claim procedure to request that money from the State of California.

11. *How Will the Attorneys for the Class and the Class Representatives Be Paid?*

The attorneys for Plaintiffs and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiffs and the Class shall be paid an amount not to exceed 35% of the Gross Settlement Amount (or \$297,500) for attorneys' fees and an amount not to exceed \$20,000 for litigation costs.

Defendants have paid all their own attorneys' fees and costs.

As set forth in Section No. 10 above, Plaintiffs will also be paid Class Representative Enhancement Payments, subject to Court approval.

12. *Final Approval Hearing*

The Court will hold a Final Approval Hearing concerning the proposed Settlement on [date of Final Approval Hearing], at [time a.m./p.m.], before the Honorable Glenda Sanders, in the Superior Court of the State of California, County of Orange, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, Department CX-101 (Central Justice Center). You are not required to appear at this hearing. Any changes to the hearing date will be available on the website: [INSERT WEBSITE ADDRESS].

13. *How Do I Get More Information?*

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number listed below, toll free. Please refer to the "Endo International, PLC class action and PAGA settlement."

You may also visit the Settlement Administrator's website: [INSERT WEBSITE ADDRESS]. This website will include, among other things, the original Complaint Plaintiffs filed on May 26, 2020, the First Amended Complaint Plaintiffs filed on [INSERT DATE], generic copies of this Notice and the Exclusion Form, all papers filed in connection with the Preliminary Approval Hearing (including all orders filed by the Court), all papers filed in connection with the Final Approval Hearing (including the fee motion and the final approval motion), and, if the Settlement is approved, the Final Approval Order and Judgment.

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This Notice does not contain all the terms of the proposed Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Orange County Superior Court at 751 West Santa Ana Boulevard, Santa Ana, California 92701 between 8:30 a.m. and 4:00 p.m. or by visiting <https://www.occourts.org/> and clicking on the “Online Services” tab, then the “Case Access” subtab, then the link for “Civil Case & Document Access.” Once at this screen, you must read the “Information Disclaimer” and click on “Accept Terms.” Next, you must input the case number, “30-2020-01140634-CU-OE-CXC,” the year the case was filed, which is “2020,” confirm that you are not a robot, and click “Search.” Next, click on the “Register of Actions” tab and scroll down to the document containing the full Settlement Agreement, titled “DECLARATION IN SUPPORT (DECLARATION OF DOUGLAS HAN) FILED BY NELSON, JANINE; ELDRIDGE, JEFFREY ON [INSERT DATE].” Click on the blank box next to this document and then click on the “Cart” tab. Finally, click on “Checkout” to purchase the document.

You may also contact Plaintiffs’ counsel by visiting Justice Law Corporation at 751 North Fair Oaks Avenue, Suite 101, Pasadena, California 91103 during regular business hours, from 9:00 a.m. to 6:00 p.m., or by calling (818) 230-7502. Plaintiffs’ counsel will provide you with an electronic copy of the Settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT’S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

NOTIFICACIÓN DE ACCIÓN DE CLASE Y ACUERDO EN VIRTUD DE LA PAGA

Una corte autorizó la presente notificación. No es una solicitud.

Tampoco es una demanda en su contra, y usted no está siendo demandado.

Sin embargo, sus derechos legales se ven afectados ya sea que usted actúe o no.

PARA: **Todas las personas que están o fueron empleadas por Endo Pharmaceuticals Inc., Par Pharmaceutical, Inc., y/o Anchen Pharmaceuticals, Inc. y clasificaron como empleados no exentos en cualquier momento durante el período comprendido entre el 3 de febrero del 2016 y el 31 de diciembre del 2016.**

La Corte Superior del Estado de California, Condado de Orange, ha otorgado la homologación preliminar de un acuerdo propuesto (“Acuerdo”) de la acción mencionada arriba (“Acción”). Debido a que sus derechos pueden verse afectados por este Acuerdo, es importante que lea esta Notificación de Acuerdo de Acción de Clase y PAGA (“Notificación”) cuidadosamente. El objetivo de esta Notificación es suministrar una breve descripción de los reclamos alegados en la Acción, los términos clave del Acuerdo y sus derechos y opciones con respecto al Acuerdo.

LE PUEDE CORRESPONDER UNA SUMA DE DINERO POR ESTE ACUERDO PROPUESTO POR FAVOR, LEA ATENTAMENTE ESTA NOTIFICACIÓN; LO INFORMA SOBRE SUS DERECHOS LEGALES.

QUÉ INFORMACIÓN INCLUYE ESTA NOTIFICACIÓN

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1. ¿Por qué recibí esta Notificación?

Los registros de personal de Endo Pharmaceuticals Inc., Par Pharmaceutical, Inc. y/o Anchen Pharmaceuticals, Inc. (“Demandados”) indican que usted puede ser un Miembro de la Clase. Usted es un Miembro de la Clase si es o previamente fue empleado de los Demandados en el Estado de California y clasificado como un empleado no exento en cualquier momento durante el período comprendido entre el 3 de febrero del 2016 y el 31 de diciembre del 2021 (“Período de la Clase”). Además, usted es un Empleado Agraviado Elegible si es o previamente fue empleado de los Demandados en el Estado de California y clasificado como empleado no exento en cualquier momento durante el período de tiempo comprendido entre el 3 de febrero del 2019 y el 31 de diciembre del 2019 (“Período de la PAGA”).

Se celebró una Audiencia de Homologación Preliminar sobre el Acuerdo propuesto el [date of Preliminary Approval Hearing] del 2022, en la Corte Superior del Estado de California, Condado de Orange. En la Audiencia de Homologación Preliminar, la Corte certificó condicionalmente a la Clase únicamente a los fines del acuerdo y ordenó que usted recibiera esta Notificación.

La Corte solo ha determinado que existen pruebas suficientes para sugerir que el Acuerdo propuesto puede ser justo, adecuado y razonable, y que no se tomará ninguna determinación final sobre dichos temas en la Audiencia de Homologación Definitiva.

La Corte celebrará una Audiencia de Homologación Definitiva sobre el acuerdo propuesto el [date of Final Approval Hearing] del 2022, a las [time a.m./p.m.], ante su señoría, Glenda Sanders, en la Corte Superior del Estado de California, Condado de Orange, ubicada en 751 West Santa Ana Boulevard, Santa Ana, California 92701, Departamento CX-101 (Central Justice Center).

2. ¿De qué trata este caso?

El 3 de febrero del 2020, el Demandante Jeffrey Eldridge, (“Demandante Eldridge”), un ex empleado de los Demandados, notificó a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral (“LWDA”) con respecto a que creyó que Endo International, PLC, Endo Pharmaceuticals Inc. y Par Pharmaceutical, Inc. violaban el Código Laboral de California con relación a todos sus empleados no exentos en California. El 12 de febrero del 2020, el Demandante Eldridge presentó una notificación enmendada ante la LWDA, agregando al Demandante Janine Nelson (“Demandante Nelson”), otro ex empleado de los Demandados, como representante adicional. La notificación de los Demandantes Eldridge y Nelson (en conjunto, “Demandantes”) alegaba que Endo International, PLC, Endo Pharmaceuticals Inc. y Par Pharmaceutical, Inc. no pagaron los salarios mínimos y horas extra, no suministraron períodos de comida y períodos de descanso, no pagaron a tiempo los salarios durante el empleo, no pagaron a tiempo los salarios al momento de la desvinculación, no suministraron talones de cheque precisos y completos y no reembolsaron los gastos comerciales (artículos 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 y 2802 del Código Laboral).

El 26 de mayo del 2020, los Demandantes presentaron un juicio solo en virtud de la PAGA contra Endo International, PLC, Endo Pharmaceuticals Inc. y Par Pharmaceutical, Inc. ante la Corte Superior del Estado de California, Condado de Orange, titulado *Eldridge, et al. v. Endo International, PLC, et al.* (Caso número 30-2020-01140634-CU-OE-CXC). Un juicio en virtud de la PAGA es un tipo de juicio representativo autorizado por la Ley de Procuraduría General Privada del 2004 (PAGA) (artículos 2698, *et seq.* del Código Laboral), el cual permite que los empleados supuestamente agraviados presenten juicios para cobrar sanciones civiles en su nombre, en el de otros empleados y el Estado de California por las violaciones al Código Laboral de California. Un empleado agraviado es cualquier persona que fue empleada por el presunto violador del Código Laboral y contra quien se cometió una o más de una de las presuntas violaciones al Código Laboral.

El 11 de noviembre del 2020, los Demandantes presentaron una Solicitud de Desestimación del demandado nombrado previamente Endo International, PLC, que la Corte concedió el 16 de noviembre del 2020.

Los Demandantes y los Demandados (en conjunto, las “Partes”) asistieron a una mediación con el mediador, Jeffrey A. Ross, el 11 de agosto del 2021, para intentar resolver los reclamos que los Demandantes realizaron contra los Demandados en la Acción, sin ir a juicio. Si bien las Partes no pudieron llegar a un Acuerdo de la Acción en la mediación, con la ayuda del mediador, las Partes finalmente acordaron el Acuerdo propuesto.

Si bien los Demandantes originalmente presentaron un juicio solo en virtud de la PAGA, el Acuerdo exigía una resolución de los reclamos de la PAGA y los reclamos de la clase. Una acción de clase es un procedimiento mediante el cual un empleado puede resolver los reclamos de otros empleados ausentes sobre una base representativa. Una acción de clase es diferente de una acción en virtud de la PAGA en que un empleado que presenta una acción de clase resuelve los reclamos de los empleados ausentes mientras que un empleado que presenta una acción en virtud de la PAGA actúa como representante del Estado de California para obtener sanciones para sí mismo y los empleados ausentes por las violaciones al Código Laboral cometidas contra dichos empleados.

En línea con la decisión de las Partes de acordar la Acción el 13 de mayo del 2022, los Demandantes presentaron una segunda notificación enmendada al LWDA, eliminando a Endo International, PLC, como empleador nombrado y agregaron a Anchen Pharmaceuticals, Inc. como empleador nombrado. También, en línea con la decisión de acordar de las Partes, el 15 de junio del 2022, los Demandantes presentaron una Primera Demanda Modificada en contra de los Demandados Endo Pharmaceuticals Inc., Par Pharmaceutical, Inc. y Anchen Pharmaceuticals, Inc. ante la Corte Superior del Estado de California, Condado de Orange. La Primera Demanda Modificada reemplaza las Demandas originales que los Demandantes presentaron el 26 de mayo del 2020 y es diferente a la Demanda original de los Demandantes en que la Primera Demanda Modificada directamente afirma reclamos de clase basados en las mismas teorías de responsabilidad en las que los Demandantes previamente solo habían solicitado sanciones en virtud de la PAGA. Los artículos del Código Laboral relevantes a los reclamos de la clase afirmados por los Demandados en la Primera Demanda Modificada son los mismos artículos del Código Laboral que los Demandantes alegaron que los Demandados violaron en su carta a la LWDA, al igual que el artículo 17200 del Código de Negocios y Profesiones de California.

La Corte no ha realizado ninguna determinación con respecto a si los reclamos presentados por los Demandantes están fundados. En otras palabras, la Corte no ha determinado si se ha violado alguna ley, así como tampoco ha tomado una decisión en favor de los Demandantes o de los Demandados; en lugar de ello, ambas partes aceptaron resolver el juicio sin decisión o admisión de quién tiene la razón o está equivocado. Al aceptar resolver el juicio, todas las Partes evitan los riesgos y el costo de un juicio.

Los Demandados niegan expresamente haber hecho algo mal o haber violado la ley y niega, además, tener responsabilidad alguna frente a los Demandantes o a la Clase. Por lo tanto, el Acuerdo constituye una resolución de los reclamos en disputa y no se deberá interpretar como una admisión de responsabilidad por parte de los Demandados.

3. *¿Cuáles son mis opciones?*

Como Miembro de la Clase y/o Empleado Agraviado Elegible, tiene opciones con respecto a su participación en el Acuerdo propuesto. Cada opción tiene sus consecuencias, las cuales usted debe entender antes de tomar su decisión. La tabla a continuación resume sus derechos con respecto a cada opción y los pasos que debe seguir para elegir cada una. Estas opciones también se explican en más detalle más adelante en esta Notificación.

Nota importante: Los Demandados no tomarán represalias en su contra por su decisión de participar o no en este Acuerdo.

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OPCIONES	MIEMBROS DE LA CLASE:	EMPLEADOS AGRAVIADOS ELEGIBLES
NO HACER NADA	Si no hace nada y la Corte concede la homologación definitiva del Acuerdo, pasará a ser parte de la Acción y el Administrador del Acuerdo le enviará por correo a su dirección en el registro un cheque con su Parte Individual del Acuerdo, que se basará en la cantidad total de semanas de trabajo que trabajó para los Demandados como empleado en el Estado de California y tuvo una clasificación de empleado no exento durante el Período de la Clase. Renunciará a su derecho a entablar los Reclamos Exonerados como se definen en la Sección No. 9 más abajo, lo que significa que no podrá demandar a las Partes Exoneradas, incluido los Demandados, por los Reclamos Exonerados.	Si no hace nada y la Corte concede la homologación definitiva del Acuerdo, pasará a ser parte de la Acción y el Administrador del Acuerdo le enviará por correo a su dirección en el registro un cheque con su Pago Individual en virtud de la PAGA, que se basará en la cantidad total de períodos de pago que trabajó para los Demandados como empleado en el Estado de California tuvo una clasificación de empleado no exento durante el Período de la PAGA. Renunciará a su derecho a entablar los Reclamos Exonerados en virtud de la PAGA como se definen en la Sección No. 9 más abajo, lo que significa que no podrá demandar a las Partes Exoneradas, incluido los Demandados, por los Reclamos Exonerados en virtud de la PAGA.
SEMANAS DE TRABAJO Y/O PERÍODOS DE PAGO EN DISPUTA	Si cree que la cantidad de semanas de trabajo que se le acreditaron y, por ende, el importe de su Parte Individual del Acuerdo, como se informa en esta Notificación, son incorrectos, puede disputar la información. El procedimiento para disputar esta información se describe en la Sección No. 6 más abajo.	Si cree que la cantidad de períodos de pago que se le acreditaron y, por ende, el importe de su Pago Individual en virtud de la PAGA, como se informa en esta Notificación, son incorrectos, puede disputar la información. El procedimiento para disputar esta información se describe en la Sección No. 6 más abajo.
OPONERSE	Usted puede oponerse a la parte de la clase del Acuerdo. Si desea oponerse, no puede excluirse de la parte de la clase de este Acuerdo. El procedimiento para oponerse al Acuerdo propuesto se describe en la Sección No. 7 más abajo. Si se opone y la Corte otorga la homologación definitiva del Acuerdo, el Administrador del Acuerdo le enviará por correo un cheque de su Parte Individual del Acuerdo y usted renunciará al derecho de demandar a las Partes Exoneradas, incluido los Demandados, por cualquiera de los Reclamos Exonerados como se definen en la Sección No. 9 a continuación.	Los Empleados Agravados Elegibles no tienen derecho a oponerse a la parte de la PAGA del Acuerdo propuesto. Si la Corte otorga la homologación definitiva del Acuerdo, el Administrador del Acuerdo le enviará por correo un cheque de su Pago Individual en virtud de la PAGA y usted renunciará al derecho de demandar a las Partes Exoneradas, incluido los Demandados, por cualquiera de los Reclamos Exonerados en virtud de la PAGA como se definen en la Sección No. 9 a continuación.

SOLICITUD DE EXCLUSIÓN	Si no desea participar en la parte de la clase del Acuerdo propuesto, puede solicitar excluirse de la parte de la clase del Acuerdo propuesto. Si la Corte homologa el Acuerdo, el Administrador del Acuerdo no le enviará por correo una Parte Individual del Acuerdo y usted no renunciará a su derecho de demandar a las Partes Exoneradas, incluido los Demandados, por cualquiera de los Reclamos Exonerados como se definen en la Sección No. 9 a continuación. El procedimiento para solicitar la exclusión de la parte de la clase del Acuerdo propuesto se describe en la Sección No. 8 más abajo.	Los Empleados Agraviados Elegibles no tienen derecho a solicitar la exclusión a la parte de la PAGA del Acuerdo propuesto. Si la Corte otorga la homologación del Acuerdo, el Administrador del Acuerdo le enviará por correo un cheque de su Pago Individual en virtud de la PAGA y usted renunciará al derecho de demandar a las Partes Exoneradas, incluido los Demandados, por cualquiera de los Reclamos Exonerados en virtud de la PAGA como se definen en la Sección No. 9 a continuación. Los Empleados Agraviados Elegibles que se excluyen de la parte de la clase del Acuerdo propuesto recibirán igualmente por correo cheques de los Pagos Individuales en virtud de la PAGA y renunciarán al derecho a demandar a las Partes Exoneradas por los Reclamos Exonerados en virtud de la PAGA.
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4. *¿Quiénes son los Abogados que representan a las Partes?*

Abogados de las Demandantes y de la Clase	Abogados de los Demandados
JUSTICE LAW CORPORATION Douglas Han Shunt Tatavos-Gharajeh Phillip Song Talia Lux 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Teléfono: (818) 230-7502 Fax: (818) 230-7259	OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Mitchell A. Wrosch Alis M. Moon Graham M. Hoerauf Park Tower, 15th Floor 695 Town Center Drive Costa Mesa, California 92626 Teléfono: (714) 800-7900 Fax: (714) 754-1298

La Corte ha decidido que Justice Law Corporation está calificada para representar a los Demandantes, de manera individual, y a usted y a todos los demás Miembros de la Clase, colectivamente, simultáneamente.

El Abogado de la Clase trabaja en nombre de los Demandantes y de la Clase en su totalidad. Si desea contar con su propio abogado, puede contratarlo a su cuenta y cargo.

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5. *¿Cómo funciona este Acuerdo?*

En esta Acción, los Demandantes demandaron en su nombre y en el de todos los demás empleados en situación similar que estuvieron empleados por los Demandados como empleados en el Estado de California y tuvieron una clasificación de empleados no extentos durante cualquier momento del Período de la Clase. Los Demandantes y estos otros empleados y exempleados comprenden una "Clase" y son "Miembros de la Clase". Aquellos Miembros de la Clase empleados por los Demandados como empleados en el Estado de California como empleados no exentos en cualquier momento durante el Período de la PAGA son también "Empleados Agraviados Elegibles". El Acuerdo propuesto en esta Acción es un acuerdo de acción de clase y representación, lo que significa que el Acuerdo resuelve los Reclamos Exonerados de todos los Miembros de la Clase, excepto aquellos Miembros de la Clase que se excluyan de la Clase solicitando ser excluidos en la forma establecida en la Sección No. 8 más abajo, como así también los Reclamos Exonerados en virtud de la PAGA de todos los Empleados Agraviados Elegibles. Los Reclamos Exonerados y los Reclamos Exonerados en virtud de la PAGA se definen en la Sección No. 9 más abajo. A cambio de renunciar al derecho a demandar a las Partes Exoneradas por los Reclamos Exonerados, los Miembros de la Clase que no decidan excluirse de la parte de la clase del Acuerdo propuesto recibirán cheques por correo de sus Partes Individuales del Acuerdo. De la misma manera, a cambio de renunciar al derecho a demandar a las Partes Exoneradas por los Reclamos Exonerados en virtud de la PAGA, los Empleados Agraviados Elegibles recibirán cheques por correo de los Pagos Individuales en virtud de la PAGA.

Las Demandantes y los Abogados de la Clase creen que el Acuerdo es justo y razonable. La Corte también debe revisar los términos del Acuerdo y determinar si son justos y razonables para la Clase. Si necesita más información, tiene preguntas o desea copias de los documentos del Acuerdo, puede seguir las instrucciones en la Sección No. 13 más abajo.

6. *¿Cómo dispueto la información incluida en esta Notificación?*

La Sección No. 10 a continuación indica la cantidad de semanas de trabajo que le acreditaron, la cual es la cantidad de semanas de trabajo que trabajó durante el Período de la Clase, según los registros de los Demandados, y la cantidad estimada de su Parte Individual del Acuerdo, según esta cantidad de semanas de trabajo. Si usted también es un Empleado Agraviado Elegible, la Sección nro. 10 a continuación también indica la cantidad de períodos de pago que le acreditaron, lo que significa la cantidad de períodos de pago que trabajó durante el Período de la PAGA, según los registros de los Demandados, el importe estimado de su Pago Individual en virtud de la PAGA. Si cree que la cantidad de semanas de trabajo y/o períodos de pago que se le acreditaron y, por ende, el importe estimado de su Parte Individual en virtud de la PAGA y/o Pago Individual del Acuerdo son incorrectos, puede disputar la información.

Si elige disputar la información incluida en esta Notificación, debe hacerlo enviando una disputa escrita por correo regular de primera clase de los Estados Unidos, **con sello postal del [Response Deadline], inclusive**, a: Endo International, PLC, et al. Settlement Administrator C/O SIMPLURIS, INC., **[INSERT ADDRESS]**.

Además, puede producir y enviar las pruebas al Administrador del Acuerdo, junto con su disputa, que muestren que la información disputada es incorrecta. El Administrador del Acuerdo evaluará las pruebas que presente y tomará la decisión final sobre la cantidad de semanas de trabajo y/o períodos de pago que se le acreditarán y la Parte Individual del Acuerdo y/o el Pago Individual en virtud de la PAGA al que tiene derecho. La Corte tendrá derecho a revisar toda decisión tomada por el Administrador del Acuerdo en relación a una disputa de un reclamo y tomará la decisión final.

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7. *¿Cómo me opongo al Acuerdo?*

Si usted es un Miembro de la Clase que no se excluye del Acuerdo, puede oponerse al Acuerdo, ya sea en personal o a través de un abogado, mediante el envío de su oposición por escrito **con sello postal del [Response Deadline] inclusive**, a: Endo International, PLC, et al. Settlement Administrator C/O SIMPLURIS, INC., [INSERT ADDRESS].

La oposición escrita debe: (a) estar firmada y fechada por el Miembro de la Clase que se opone o su representante legal; (b) incluir el nombre completo, dirección, número de teléfono y los últimos cuatro dígitos del número del Seguro Social del Miembro de la Clase que se opone, al igual que el nombre y dirección del abogado, si lo hubiere; (c) incluir las palabras “Notificación de Oposición” u “Oposición Formal”; (d) indicar el nombre y número de caso; (e) suministrar una declaración escrita breve fáctica de los motivos por los que el Miembro de la Clase se opone; (f) incluir una declaración que indique que el Miembro de la Clase que se opone (o alguien en su nombre) tiene la intención de comparecer en la Audiencia de Homologación Definitiva; y (g) tener sello postal antes del [Response Deadline], inclusive.

También podrá comparecer en la Audiencia de Homologación Definitiva en persona o a través de su propio abogado y a su propio costo, y oponerse oralmente al Acuerdo sin presentar una causa justa, sin importar si presentó o no una oposición escrita al Acuerdo. Las oposiciones escritas válidas y oportunas al Administrador se seguirán considerando incluso si la persona que se opone no comparece en la Audiencia de Homologación Definitiva. No presentar una oposición escrita válida y oportuna no es una renuncia a su derecho a comparecer y realizar una oposición oral del Acuerdo en la Audiencia de Homologación Definitiva. La Corte escuchará a cualquier Miembro de la Clase que asista a la Audiencia de Homologación Definitiva y pida hablar, sin importar si el Miembro de la Clase primero envió la oposición por escrito.

En caso de que la Corte no considere que existe una causa justa, los Miembros de la Clase que no se opongan de la manera especificada anteriormente serán considerados como que han renunciado a toda oposición y no podrán presentar ninguna oposición (ni por apelación ni por otro medio) al Acuerdo.

Si recibe una nueva Notificación por correo, su fecha límite para presentar una oposición o solicitar la exclusión se extenderá 10 días calendario. Si su Notificación es una Notificación reenviada, estará marcado en su sobre, junto con su nuevo plazo límite para responder. Le sugerimos que conserve copias de todos los documentos, incluyendo el sobre, en el caso de que el plazo sea disputado.

Si la Corte rechaza la oposición y homologa el Acuerdo, el Miembro de la Clase recibirá una Parte Individual del Acuerdo por correo y quedará obligado por los términos del Acuerdo.

8. *¿Cómo me excluyo de este Acuerdo?*

Si no desea participar en la parte de la clase del Acuerdo, puede no participar de la parte de la clase del Acuerdo (es decir, “excluirse”) enviando una solicitud de exclusión, **con sello postal del [Response Deadline] inclusive**. Endo International, PLC, et al. Settlement Administrator C/O SIMPLURIS, INC., [INSERT ADDRESS]. Se le ha brindado un formulario (“ELECCIÓN DE NO PARTICIPAR (EXCLUIRSE) EN EL ACUERDO DE ACCIÓN DE CLASE”) junto con esta Notificación, que puede usar para este fin; de manera alternativa puede presentar su propio documento escrito que incluye la misma información. No puede excluirse por teléfono. Si se excluye del Acuerdo, no exonerará los Reclamos Exonerados en la Sección No. 9 más abajo, no recibirá su Parte Individual del Acuerdo.

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Las solicitudes de exclusión deben indicar sin ambigüedad que el Miembro de la Clase desea excluirse del Acuerdo y deben: (a) incluir el nombre, dirección y los últimos cuatro dígitos del número del Seguro Social del Miembro de la Clase; (b) estar dirigida al Administrador del Acuerdo a la dirección especificada; (c) estar firmada por el Miembro de la Clase o su representante legal; y (d) tener sello postal del [Response Deadline], inclusive.

La Corte excluirá a todo Miembro de la Clase que presente una solicitud de exclusión válida y oportuna de la forma arriba descrita. Los Miembros de la Clase que no presenten un formulario de exclusión válido, antes del [Response Deadline], inclusive quedarán obligados por todos los términos del Acuerdo, exoneración y cualquier Sentencia emitida en la Acción en caso de que la Corte conceda la homologación definitiva del Acuerdo.

Si recibe una nueva Notificación por correo, su fecha límite para presentar una oposición o solicitar la exclusión se extenderá 10 días calendario. Si su Notificación es una Notificación reenviada, estará marcado en su sobre, junto con su nuevo plazo límite para responder. Le sugerimos que conserve copias de todos los documentos, incluyendo el sobre, en el caso de que el plazo sea disputado.

Si un Miembro de la Clase presenta tanto una solicitud de exclusión válida y una oposición escrita, la solicitud de exclusión se considerará inválida y la oposición seguirá siendo válida. Usted es responsable de garantizar que el Administrador del Acuerdo reciba toda solicitud de exclusión que envíe.

Los Empleados Agraviados Elegibles no pueden oponerse a la parte de la PAGA del Acuerdo. Sin perjuicio de lo anterior, no tiene el derecho a oponerse ni excluirse de ninguna forma de la parte de la PAGA del Acuerdo, que exonera los Reclamos Exonerados en virtud de la PAGA. Si es un Empleado Agraviado Elegible y presenta una solicitud de exclusión válida y oportuna, igualmente recibirá por correo su Pago Individual en virtud de la PAGA y exonera los Reclamos Exonerados en virtud de la PAGA.

9. *¿Cómo afecta mis derechos este Acuerdo? ¿Cuáles son los Reclamos Exonerados y los Reclamos Exonerados en virtud de la PAGA?*

Si la Corte homologa el Acuerdo propuesto, la Corte dictará una Sentencia Definitiva. Todos los Miembros de la Clase que no se excluyan de la parte de la clase del Acuerdo (“Miembros Participantes de la Clase”) estarán obligados por la Sentencia Definitiva de la Corte y exonarán por completo a los Demandados y a sus funcionarios, directores, empleados, agentes, representantes, abogados, aseguradoras, socios, inversores, accionistas, administradores, compañías controlantes, subsidiarias, afiliadas, divisiones, predecesores, sucesores, cesionarios y joint ventures, pasados, presentes y/o futuros, directos y/o indirectos, incluido Endo International, PLC (“Partes Exoneradas”). Todos los Miembros Participantes de la Clase exonarán a las Partes Exoneradas de los Reclamos Exonerados y todos los Empleados Agraviados Elegibles exonarán a las Partes Exoneradas de los Reclamos Exonerados en virtud de la PAGA en la fecha en la que los Demandados financien su pago de las obligaciones en virtud del Acuerdo. Los Reclamos Exonerados y los Reclamos Exonerados en virtud de la PAGA se definen a continuación.

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A. Reclamos Exonerados.

Una vez que los Demandados finalicen el pago de sus obligaciones en virtud de la Sección III(J)(8) del Acuerdo, los Demandantes y todos los Miembros Participantes de la Clase exonerarán a las Partes Exoneradas de los Reclamos Exonerados a cambio de la contraprestación provista a ellos en el Acuerdo, específicamente, sus Partes Individuales del Acuerdo. Los Reclamos Exonerados incluyen todos los reclamos basados en las teorías de hecho o legales que se alegaron en las Demandas de los Demandantes, lo que incluye la Demanda original presentada el 26 de mayo del 2020 y la Primera Demanda Modificada presentada el 15 de junio del 2022, y/o las cartas de los Demandantes a la LWDA, o que pudieron haberse alegado razonablemente según los hechos, teorías legales, artículos del Código Laboral y derechos primarios disputados en las Demandas y/o las cartas de los Demandantes a la LWDA, lo que incluye no pagar salarios; no pagar horas extra; no pagar salarios mínimos; no suministrar ni registrar períodos de comida y no suministrar pagos de primas por períodos de comida; no proporcionar períodos de descanso y no proporcionar pagos de primas por los períodos de descanso; no proporcionar ni llevar talones de cheque conforme a la ley; no pagar oportunamente los salarios durante el empleo; no pagar oportunamente los salarios al momento de la desvinculación; no reembolsar los gastos comerciales necesarios; el cobro de salarios debidos y no pagados; y cualquier otro reclamo o sanción conforme a las leyes de salarios y horas afirmadas en la Acción. Esta exoneración se aplica solo a los reclamos que tuvieron lugar durante el Período de la Clase.

Los Reclamos Exonerados no incluyen reclamos que, como cuestión de derecho, no pueden exonerarse y no incluye reclamos por represalias, discriminación, despido improcedente y reclamos individuales para el cobro de beneficios de indemnización de los trabajadores. Los Reclamos Exonerados también excluyen expresamente los Reclamos Exonerados en virtud de la PAGA, lo que significa que los Miembros Participantes de la Clase no exonerarán los Reclamos Exonerados en virtud de la PAGA a menos que dichos Miembros Participantes de la Clase también sean Empleados Agraviados Elegibles.

B. Reclamos Exonerados en virtud de la PAGA.

Una vez que los Demandados finalicen el pago de sus obligaciones en virtud de la Sección III (J) (8) del Acuerdo, la LWDA, y cualquier otro representante, apoderado o agente de la misma, incluso, sin limitación, los Demandantes y todos los Empleados Agraviados Elegibles exonerarán a las Partes Exoneradas de los Reclamos Exonerados en Virtud de la PAGA a cambio de la contraprestación provista a ellos en el Acuerdo, específicamente, sus Pagos Individuales en virtud de la PAGA. Los Reclamos Exonerados en virtud de la PAGA incluyen todos los reclamos por acciones civiles conforme a la PAGA basados en las teorías de hecho o legales que se alegaron en las Demandas, lo que incluye la Demanda original presentada el 26 de mayo del 2020 y la Primera Demanda Modificada presentada el 15 de junio del 2022, y las cartas de los Demandantes a la LWDA, o que pudieron haberse alegado razonablemente según los hechos, teorías legales, artículos del Código Laboral y derechos primarios disputados en las Demandas o las cartas de los Demandantes a la LWDA, lo que incluye no pagar salarios; no pagar horas extra; no pagar salarios mínimos; no suministrar ni registrar períodos de comida y no suministrar pagos de primas por períodos de comida; no proporcionar períodos de descanso y no proporcionar pagos de primas por los períodos de descanso; no proporcionar ni llevar talones de cheque conforme a la ley; no pagar oportunamente los salarios durante el empleo; no pagar oportunamente los salarios al momento de la desvinculación; no reembolsar los gastos comerciales necesarios; violaciones de la ley de competencia desleal; el cobro de salarios debidos y no pagados; y cualquier otro reclamo o sanción conforme a las leyes de salarios y horas afirmadas en la Acción. Esta exoneración se aplica solo a los reclamos que tuvieron lugar durante el Período de la PAGA.

Los Reclamos Exonerados en virtud de la PAGA no incluyen reclamos que, como cuestión de derecho, no pueden exonerarse y no incluye reclamos por represalias, discriminación, despido improcedente y reclamos individuales para el cobro de beneficios de indemnización de los trabajadores.

Todos los Empleados Agraviados Elegibles exonerarán a las Partes Exoneradas de los Reclamos Exonerados en virtud de la PAGA, incluso si presentan solicitudes de exclusión válidas y oportunas.

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10. ¿Cuánto puedo esperar recibir en virtud de este Acuerdo?

La cantidad máxima total que los Demandados tendrán que pagar conforme al Acuerdo es \$850,000 (“Importe Bruto del Acuerdo”), más la parte de los Demandados de la nómina de pago.

El Importe Bruto del Acuerdo se utilizará para pagar los siguientes importes, supeditados a la homologación de la Corte: (1) un Aumento en el Pago a los Representantes de la Clase de \$5,000 para cada Demandante; (2) hasta \$10,000 por los Costos de Administración para el Administrador del Acuerdo; (3) el Pago en virtud de la PAGA de \$50,000, setenta y cinco por ciento (75%) del cual (\$37,500) se pagará a la LWDA, y veinticinco por ciento (25%) del cual (\$12,500) se distribuirá a los Empleados Agraviados Elegibles de forma proporcional; (4) Asignación de honorarios de abogados de \$297,500 para el Abogado de la Clase (35% del Importe Bruto del Acuerdo); y (5) Asignación de Costos de para el Abogado de la Clase de hasta \$20,000. El importe restante luego de que se realicen todos los pagos es el Importe Neto del Acuerdo, el cual se estima que actualmente es \$462,500.

A. ¿Cómo se calculará mi Parte Individual del Acuerdo?

El Importe Neto del Acuerdo se pagará a los Miembros Participantes de la Clase en la forma de Partes Individuales del Acuerdo. Si la Corte homologa cualquiera de los pagos mencionados anteriormente en importes inferiores, el Importe Neto del Acuerdo será mayor. El Administrador del Acuerdo enviará por correo a cada Miembro Participante de la Clase una Parte Individual del Acuerdo del Importe Neto del Acuerdo que será equivalente a: (i) la cantidad de semanas de trabajo que el Miembro de la Clase trabajó como Miembro de la Clase durante el Período de la Clase en función de los datos de la Clase proporcionados por los Demandados, dividida por (ii) la cantidad total de semanas de trabajo trabajadas por todos los Miembros Participantes de la Clase en conjunto durante el Período de la Clase en función de los mismos datos de la Clase, y (iii) se multiplican por el Importe Neto del Acuerdo. Un día trabajado en una semana determinada se computará como una semana de trabajo a los efectos de este cálculo. Por lo tanto, el valor de cada Parte Individual del Acuerdo de cada Miembro Participante de la Clase se relaciona directamente con la cantidad de semanas de trabajo que el Miembro Participante de la Clase trabajó durante el Período de la Clase.

Si bien su parte exacta del Importe Neto del Acuerdo no puede calcularse con precisión hasta que el momento en el que los Miembros de la Clase puedan enviar las disputas, oposiciones o solicitudes de exclusión del Acuerdo concluya, según el cálculo anterior, su Parte Individual del Acuerdo aproximada del Importe Neto del Acuerdo es \$ [REDACTED], menos impuestos. Esto está basado en los registros de los Demandados, los cuales indican que usted trabajó [REDACTED] semanas de trabajo durante el Período de la Clase. El importe de su Parte Individual del Acuerdo cambiará si los Miembros de la Clase se excluyen de la parte de la clase del Acuerdo propuesto, si las estimaciones de las semanas de trabajo cambia, y/o si la Corte no homologa todos los pagos antes mencionados del Importe Bruto del Acuerdo en su totalidad.

El veinte por ciento (20%) de su Parte Individual del Acuerdo se tratará como salarios no pagos. La parte salarial de su Parte Individual del Acuerdo estará sujeta a todas las retenciones habitualmente efectuadas de los salarios de un empleado y todas las demás retenciones autorizadas y requeridas, y se declararán en un formulario W-2 del IRS. El ochenta por ciento (80%) de su Parte Individual del Acuerdo se tratará como sanciones e intereses. La parte de sanciones e intereses de su Parte Individual del Acuerdo estará sujeta a todas las retenciones autorizadas y requeridas que no sean las retenciones impositivas habitualmente efectuadas de los salarios de los empleados y se pagará de acuerdo con un Formulario 1099 del IRS.

El Administrador del Acuerdo enviará el cheque de su Parte Individual del Acuerdo a la dirección que el Administrador del Acuerdo tiene registrada para usted. Por lo tanto, es importante que mantenga informado al Administrador del Acuerdo sobre todo cambio de dirección.

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B. ¿Cómo se calculará mi Pago Individual de la PAGA?

El Administrador del Acuerdo enviará a cada Empleado Agraviado Elegible un Pago Individual en virtud de la PAGA del Pago en virtud de la PAGA, el cual será equivalente a: (i) la cantidad de períodos de pago que el Empleado Agraviado Elegible trabajó durante el Período de la PAGA, en función de los datos de la Clase proporcionados por los Demandados, (ii) dividida por la cantidad total de períodos de pago trabajados por todos los Empleados Agraviados Elegibles en conjunto durante el Período de la PAGA, en función de los mismos datos de la Clase, y (iii) multiplicada por los \$12,500 del Pago en virtud de la PAGA asignado a los Empleados Agraviados Elegibles.

En función del calculo que antecede, su Pago Individual en virtud de la PAGA aproximado es de \$ [REDACTED]. Esto está basado en los registros de los Demandados, los cuales indican que usted trabajó [REDACTED] períodos de pago durante el Período de la PAGA. El cien por cien (100%) de este pago se considerará sanciones y recibirá un Formulario 1099 del IRS si su pago supera los \$600. Usted es responsable de pagar cualquier impuesto federal, estatal o local adeudado como resultado de este pago.

El Administrador del Acuerdo enviará el cheque de su Pago Individual en virtud de la PAGA a la dirección que el Administrador del Acuerdo tiene registrada para usted. Por lo tanto, es importante que mantenga informado al Administrador del Acuerdo sobre todo cambio de dirección.

Si no hay un importe indicado para su Pago Individual en virtud de la PAGA, de acuerdo con los registros de los Demandados, usted no es un Empleado Agraviado Elegible con derecho a un Pago Individual en virtud de la PAGA porque no fue empleado por los Demandados como un empleado en el Estado de California como empleado no exento durante el Período de la PAGA. Por lo tanto, este apartado B no se aplica a usted.

C. ¿Cuándo se enviará por correo mi Pago del Acuerdo?

Los Demandados aportarán los fondos al Importe Bruto del Acuerdo de \$850,000, junto con la parte de los Demandados de los impuestos de la nómina de pago correspondientes al empleador, a más tardar veinte (20) días calendario después de la Fecha de Entrada en Vigencia del Acuerdo Definitivo. La Fecha de Entrada en Vigencia del Acuerdo Definitivo será la última de las siguientes: (i) si no se presentan oposiciones al Acuerdo, o se presentan oposiciones válidas y luego se retiran, entonces la fecha en la que la Corte dicte la sentencia que conceda la homologación definitiva; (ii) si se presenta una oposición al Acuerdo, entonces la fecha en la que venza el plazo para presentar una apelación del otorgamiento de parte de la Corte de la homologación definitiva; o (iii) si se presenta una oposición y se presenta a tiempo una Notificación de Apelación del otorgamiento de parte de la Corte de la homologación definitiva, entonces la fecha en que la apelación se resuelve definitivamente, con el otorgamiento de la homologación definitiva sin modificar.

Dentro de los catorce (14) días calendarios después de que los Demandados aporten los fondos del Importe Bruto del Acuerdo completo, junto con la parte de los Demandados de los impuestos de la nómina de pago del empleador, el Administrador del Acuerdo calculará y realizará todos los pagos debidos en virtud del Acuerdo, lo que incluye todas las Partes Individuales del Acuerdo, los Pagos Individuales en Virtud de la PAGA; la Asignación de Honorarios de Abogados, la Asignación de Costos, el Aumento en el Pago a los Representantes de la Clase, el pago a la LWDA y los Costos de Administración.

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Recomendamos fervientemente que, al recibir su cheque de Parte Individual del Acuerdo y, si es un Empleado Agraviado Elegible, su cheque del Pago Individual en virtud de la PAGA, cobre sus cheque(s) inmediatamente o antes de la fecha de anulación pasados los 180 días que figura en cada cheque. Si algún cheque no se cobra o deposita antes del vencimiento del período de 180 días luego de su envío, el Administrador del Acuerdo, dentro de los doscientos (200) días calendario luego de enviados los cheques inicialmente, cancelará los cheques y pagará el importe de la(s) Parte(s) Individual(es) del Acuerdo y/o el(los) Pago(s) en virtud de la PAGA a la Oficina del Controlador del Estado en nombre del (de los) Miembro(s) Participante(s) de la Clase o Empleado(s) Agraviado(s) Elegible(s), de conformidad con la Ley de Bienes No Reclamados de California, de manera que el(los) Miembro(s) (s) de la Clase y/o el(los) Empleado(s) Agraviado(s) Elegible(s) tengan su(s) Parte(s) Individual(es) del Acuerdo y/o su(s) Pago(s) Individual(es) en Virtud de la PAGA a su disposición conforme al procedimiento de reclamo aplicable para solicitar este dinero al Estado de California.

11. ¿Cómo se les pagará al Abogado de la Clase y al Representante de la Clase?

Los abogados de los Demandantes y de la Clase recibirán un pago del Importe Bruto del Acuerdo. Sujeto a la homologación de la Corte, los abogados de los Demandantes y de la Clase recibirán el pago de un monto no superior al 35% del Importe Bruto del Acuerdo (o \$297,500) en concepto de honorarios de abogados y un importe que no exceda \$20,000 en concepto de gastos de litigio.

Los Demandados han pagado la totalidad de los honorarios y costos de sus propios abogados.

Como se indica en la Sección No. 10 anterior, los Demandantes también recibirán un Aumento en el Pago a los Representantes de la Clase, sujeto aprobación de la Corte.

12. Audiencia de Homologación Definitiva

La Corte celebrará una Audiencia de Homologación Definitiva sobre el Acuerdo propuesto el [date of Final Approval Hearing] del 2022, a las [time a.m./p.m.], ante su señoría, Glenda Sanders, en la Corte Superior del Estado de California, Condado de Orange, ubicada en 751 West Santa Ana Boulevard, Santa Ana, California 92701, Departamento CX-101 (Central Justice Center). No es necesario que comparezca en esta audiencia. Cualquier cambio a la fecha de la audiencia se publicará en el sitio web: [INSERT WEBSITE ADDRESS].

13. ¿Cómo obtengo más información?

SI NECESITA MÁS INFORMACIÓN O TIENE ALGUNA PREGUNTA, puede comunicarse con el Administrador del Acuerdo al número de teléfono que se indica a continuación, sin cargo. Haga referencia a la “acción de clase y acuerdo en virtud de la PAGA de Endo International, PLC”.

Puede también visitar el sitio web del Administrador del Acuerdo en: [INSERT WEBSITE ADDRESS]. Este sitio web incluirá, entre otras cosas, la Demanda original que los Demandantes presentaron el 26 de mayo del 2020, la Primera Demanda Modificada que los Demandantes presentaron el 15 de junio del 2022, copias genéricas de esta Notificación y el Formulario de Exclusión, todos los documentos presentados en relación con la Audiencia de Homologación Preliminar (incluidas todas las órdenes presentadas por la Corte), todos los documentos presentados en relación con la Audiencia de Homologación Definitiva (incluida la solicitud de honorarios y la de homologación definitiva) y, si el Acuerdo se homologa, la Orden y Sentencia de Homologación Definitiva.

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Esta Notificación no contiene todos los términos del Acuerdo propuesto ni todos los detalles de estos procedimientos. Para más información detallada, consulte los documentos y escritos relacionados archivados en la Corte Superior del Condado de Orange en 751 West Santa Ana Boulevard, Santa Ana, California 92701 entre las 8:30 a.m. y las 4:00 p.m. o visitando <https://www.occourts.org/> y haciendo clic en la solapa “Online Services” [Servicios en línea], luego en el enlace “Case Access” [Acceso a casos] en “Civil Case & Document Access” [Acceso a Casos Civiles y Documentos]”. Una vez que esté en esa pantalla, debe leer el “Information Disclaimer” [Descargo de responsabilidad de información] y hacer clic en “Accept Terms” [Aceptar los términos]. Luego, debe ingresar el número de caso “30-2020-01140634-CU-OE-CXC,” el año en que se presentó el caso, que es “2020”, confirmar que no es un robot, y hacer clic en “Search” [Buscar]. A continuación, haga clic en la solapa “Register of Actions” [Registro de acciones] y desplácese hacia abajo al documento con el Acuerdo completo que se titula “DECLARATION IN SUPPORT (DECLARATION OF DOUGAS HAN) [Declaración en apoyo (Declaración de Douglas Han)] PRESENTADO POR NELSON, JANINE; ELDRIDGE, JEFFREY EL [INSERT DATE]”. Haga clic en la casilla en blanco al lado del documento y luego clic en la solapa “Cart” [Carro]. Finalmente, haga clic en “Checkout” [Pagar] para comprar el documento.

POR FAVOR, NO LLAME POR TELÉFONO A LA CORTE NI AL SECRETARIO DE LA CORTE PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

EXHIBIT B

ELECTION NOT TO PARTICIPATE IN ("OPT OUT" FROM) CLASS ACTION SETTLEMENT

Superior Court of the State of California, County of Orange

Eldridge, et al. v. Endo International, PLC, et al.

Case No. 30-2020-01140634-CU-OE-CXC

DO NOT SIGN OR SEND THIS DOCUMENT UNLESS YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS PORTION OF THE SETTLEMENT. IF YOU EXCLUDE YOURSELF FROM THE CLASS PORTION OF THE SETTLEMENT, YOU WILL NOT RECEIVE AN INDIVIDUAL SETTLEMENT SHARE.

THIS DOCUMENT MUST BE POSTMARKED NO LATER THAN _____, 2022. IT MUST BE SENT VIA REGULAR U.S. MAIL.

PLEASE MAIL THIS EXCLUSION FORM VIA REGULAR U.S. MAIL TO:
**ENDO INTERNATIONAL, PLC, ET AL. SETTLEMENT ADMINISTRATOR C/O PHOENIX
CLASS ACTION ADMINISTRATION SOLUTIONS
[INSERT ADMINISTRATOR ADDRESS]**

You are a Class Member if you are currently or were previously employed by Endo Pharmaceuticals Inc., Par Pharmaceutical, Inc., and/or Anchen Pharmaceuticals, Inc. in the State of California and classified as a non-exempt employee at any time during the time period from February 3, 2016, to December 31, 2021 ("Class Period"). You are an Eligible Aggrieved Employee if you are currently or were previously employed by Endo Pharmaceuticals Inc., Par Pharmaceutical, Inc., and/or Anchen Pharmaceuticals, Inc. in the State of California and classified as a non-exempt employee at any time during the time period from February 3, 2019, to December 31, 2021 ("PAGA Period").

IT IS MY DECISION NOT TO PARTICIPATE IN THE CLASS PORTION OF THE SETTLEMENT AND NOT TO BE INCLUDED IN THE CLASS OF PLAINTIFFS IN THE ACTION REFERRED TO ABOVE. I UNDERSTAND THAT BY EXCLUDING MYSELF, I WILL NOT RECEIVE AN INDIVIDUAL SETTLEMENT SHARE AND ANY CLAIMS I HAVE DURING THE CLASS PERIOD WILL NOT BE RELEASED. However, if I am an Eligible Aggrieved Employee and qualify for an Individual PAGA Payment, I will be entitled to that payment regardless of whether I exclude myself from the class portion of the proposed settlement, and I will release the PAGA Released Claims.

Dated: _____

*(Signature of Class Member or Class Member's
lawful representative, if applicable)*

(Last four digits of Social Security number)

(Type or print name and former name(s))

(Telephone number)

(Address)

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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On August 17, 2022, I served the foregoing document described as

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

for the following case: **Eldridge v. Endo Pharmaceuticals Inc., et al.**
LWDA/Court Case No.: **LWDA Case No.: CM- 770264-20**
Court Case No.: 30-2020-01140634-CU-OE-CXC
Orange County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on August 17, 2022, at Pasadena, California.



Mariah Anderson