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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JEANNETTE SALAZAR, individually, and
on behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys Act,

Plaintiff,

v.

AMERISOURCEBERGEN DRUG
CORPORATION, a Delaware corporation;
and DOES 1 through 100, inclusive,

Defendant.

Case No.: 34-2021-00301017-CU-OE-GDS

Honorable Jill H. Talley
Department 27

CLASS ACTION

**DECLARATION OF BRIAN J. ST. JOHN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Jeannette
Salazar)]; and [Proposed] Order filed
concurrently herewith]

Date: September 29, 2023
Time: 9:00 a.m.
Department: 27

Complaint Filed: May 18, 2021
FAC Filed: August 21, 2023
Trial Date: None Set

DECLARATION OF BRIAN J. ST. JOHN

I, Brian J. St. John, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Jeannette Salazar (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
2 From approximately September 2002 to approximately December 2002, he served as a Judicial
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the California
7 State Bar. From approximately December 2004 to approximately August 2008, he was employed
8 by a prominent plaintiff-side law firm. At the prominent plaintiff-side law firm, his practice
9 focused on class actions and other complex cases involving toxic torts and products liability. In
10 addition, he gained substantial experience on cases involving insurance bad faith, premises
11 liability, and medical negligence. While employed by the prominent plaintiff-side law firm, he
12 argued approximately one hundred (100) motions, took or defended approximately one hundred
13 fifty (150) depositions, and prepared dozens of expert witnesses for deposition or trial. Since in
14 or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively
15 focused on the prosecution of consumer and employment class actions, involving wage-and-hour
16 claims, race discrimination, unfair business practices, or consumer fraud. While employed by
17 Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over
18 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,
19 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at
20 the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
21 involving the executive, administrative, and other overtime exemptions to the State of California
22 and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC
23 has successfully obtained class certification by contested motion practice in approximately fifteen
24 (15) cases in the last decade and litigated over 1,000 class action or representative action cases.

25 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
26 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
27 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
28 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the

1 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
2 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
3 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
4 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
5 of the State of California and all United States District Courts in the State of California. He has
6 worked on many wage-and-hour class action and representative action cases, taking the lead in
7 taking and defending depositions, arguing motions, and attending mediations. He has played an
8 integral role in preparing matters for class certification, including and not limited to, successful
9 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
10 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
11 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
12 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
13 representative cases have resulted in settlements that have been granted court approval, including
14 and not limited to, those listed in paragraph 7 herein. He has handled over one hundred and fifty
15 (150) mediations and worked on over two hundred and fifty (250) class action or representative
16 action cases which have resulted in settlement.

17 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
18 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
19 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
20 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
21 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
22 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
23 Court. She has taken and defended dozens of depositions and successfully handled motion practice
24 in class action cases regarding discovery (including and not limited to, regarding class contact
25 information), class certification (both contested class certification and stipulated class
26 certification), arbitration agreements, coordination, intervention. She has successfully handled
27 briefing and oral argument on appeal and obtained notable decisions regarding the Private
28 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*

1 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),
2 cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also
3 has extensive experience with class action and/or representative action settlements. Under her,
4 Edwin Aiwarzian, and Arby Aiwarzian’s supervision, the firm has handled the class certification
5 and court approval process for hundreds of class action and/or representative action matters that
6 have successfully resolved. She is a member of the California Employment Lawyers Association.

7 6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor’s degree from
8 the University of California, San Diego in 2010 and earned my Juris Doctor degree from the
9 University of California, Berkeley, School of Law in 2013. I was admitted to practice law in
10 California in 2015. I am admitted to practice before all courts of the State of California and all
11 federal district courts in the State of California. I have worked on many wage and hour class action
12 and PAGA representative matters, and my work has included, *inter alia*, researching and drafting
13 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and
14 settlement agreements, engaging in motion practice, claims evaluation and analysis, and making
15 court appearances. Prior to working at Lawyers *for* Justice, PC, I spent several years working for
16 a boutique employment and labor law firm representing employers, and, in 2019 and 2020, I was
17 employed as general counsel for a DMHC licensed discount dental plan.

18 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
19 **REPRESENTATIVE ACTION CASES**

20 7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC
21 (“LFJ”) has achieved on behalf of its clients:

22 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class action against a major property management company involving allegations
24 of misclassification of various “manager” positions. On September 20, 2010, the court granted
25 final approval of the class action settlement. The Los Angeles County Superior Court Case
26 Number is BC400414.

27 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
28 wage-and-hour class action against a national retailer of household items involving allegations of

1 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
2 granted final approval of the class action settlement. The Los Angeles County Superior Court
3 Case Number is BC413498.

4 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
5 wage-and-hour class action against a national property management company involving
6 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
7 granted final approval of the class action settlement. The Los Angeles County Superior Court
8 Case Number is BC430918.

9 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class action against a national retailer involving allegations of misclassification of
11 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
12 certification. On August 26, 2013, the court granted final approval of the class action settlement.
13 The Los Angeles County Superior Court Case Number is BC424012.

14 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
15 wage-and-hour class and PAGA representative action against a bank, involving allegations of
16 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
17 granted final approval of the class and PAGA representative action settlement. The Kern County
18 Superior Court Case Number is S-1500-CV-273194-LHB.

19 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
20 wage-and-hour class and PAGA representative action against a national wholesale distributor of
21 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
22 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
23 representative action settlement. The Sacramento County Superior Court Case Number is 34-
24 2012-00136285.

25 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
26 wage-and-hour class action against a multinational corporation that provides global workplace
27 solutions, involving allegations of misclassification of the “Operations Manager” position. On
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1 September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles
2 County Superior Court Case Number is BC478769.

3 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action against a national retailer of household
5 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
6 final approval of the class and PAGA representative action settlement. The San Francisco County
7 Superior Court Case Number is CGC-13-532344.

8 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA representative action involving allegations of misclassification of
10 the salaried residential "Property Manager" position. On September 17, 2015, the court granted
11 plaintiff's motion for class certification. On October 20, 2017, the court granted final approval of
12 the class and PAGA representative action settlement. The Los Angeles County Superior Court
13 Case Number is BC474784.

14 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of upscale
16 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
17 granted final approval of the class and PAGA representative action settlement. The Los Angeles
18 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
19 Coordination Proceeding Number is 4794.

20 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
22 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
23 settlement. The Los Angeles County Superior Court Case Number is BC488069.

24 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
25 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
26 involving allegations of misclassification of the "Department Manager" position. On August 12,
27 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On
28

1 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
2 County Superior Court Case Number is RG13680477.

3 m) LFJ represented the plaintiff in a PAGA representative action against a real
4 estate and property management company, on behalf of non-exempt employees. On November 4,
5 2016, the court granted approval of the PAGA representative action settlement. The Orange
6 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

7 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
9 exempt employees. On November 18, 2016, the court granted final approval of the class and
10 PAGA representative action settlement. The San Francisco County Superior Court Case Number
11 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

12 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
13 representative action against a foodservice distributor, on behalf of non-exempt employees. On
14 January 26, 2017, the court granted final approval of the class and PAGA representative action
15 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

16 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
17 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
18 employer's motion to compel arbitration, which resulted in a published opinion by the California
19 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
20 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, *review denied, cert. denied* (U.S. Supreme Court
21 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
22 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

23 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a consumer packaging company, on
25 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
26 and PAGA representative action settlement. The Los Angeles County Superior Court Case
27 Number is BC590429.

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1 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a manufacturer of food service
3 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
4 approval of the class and PAGA representative action settlement. The Orange County Superior
5 Court Case Number is 30-2015-00810013-CU-OE-CXC.

6 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a lumber and hardware company on
8 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
9 and PAGA representative action settlement. The Orange County Superior Court Case Number is
10 30-2014-00747750-CU-OE-CXC.

11 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a property management company, on behalf of non-exempt
13 employees. On June 14, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC586234.

16 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement. The
19 Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
23 The Alameda County Superior Court Case Number is RG15764300.

24 w) LFJ represented the plaintiff in a PAGA representative action, against the
25 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
26 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
27 Los Angeles County Superior Court Case Number is BC569664.

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1 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a manufacturer of plastic containers on behalf of non-exempt
3 employees. On October 31, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC577233.

6 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On December 11, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC569646.

11 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a property management company
13 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
14 approval of the class and PAGA representative action settlement. The Los Angeles County
15 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
16 Number is 4819.

17 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a global provider of flexible office
19 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
20 representative action settlement. The Los Angeles County Superior Court Case Number is
21 BC498401.

22 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
23 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
24 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
25 County Superior Court Case Number is VCU264528.

26 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a behavioral health service provider on behalf of non-exempt
28 employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

3 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 PAGA representative action against a global provider of products and services to the energy
5 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
6 granted approval of the PAGA representative action settlement. The Kern County Superior Court
7 Case Number is S-1500-CV-280215-SDC.

8 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
10 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
11 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
12 Council Coordination Proceeding Number is 4886.

13 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
15 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
16 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
17 and the Judicial Council Coordination Proceeding Number is 4921.

18 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a national retailer of apparel and
20 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
21 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
22 court granted final approval of the class and PAGA representative action settlement. The
23 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

24 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
25 wage-and-hour class and PAGA representative action against a medical equipment supplier on
26 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
27 for class certification and certified a class. The San Bernardino County Superior Court Case
28 Number is CIVDS1505744.

1 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
2 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
3 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
4 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
5 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
6 of the PAGA representative action settlement. The San Diego County Superior Court Case
7 Number is 34-2015-00175330.

8 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA representative action against a large national drug testing
10 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
11 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
12 granted final approval of the class and PAGA representative action settlement. The San Diego
13 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

14 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
16 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
17 court granted in part the plaintiff's motion for class certification and certified a class. The
18 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
19 Judicial Council Coordination Proceeding Number is 4930.

20 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against manufacturer and supplier of power products and services on
22 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
23 for class certification and certified a class. On August 27, 2021, the court granted final approval
24 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
25 00025968-CU-OE-CTL.

26 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
27 nutritional products manufacturer on behalf of non-exempt production line employees. On
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December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. The Solano County Superior Court Case Number is FCS051001.

nn) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as "**EXHIBIT A**" is the Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, on the one hand, and Defendant AmerisourceBergen Drug Corporation ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit 1" and respectfully request that the Court approve it as well.

9. Based on information provided by Defendant, as of October 2022, the Class is estimated to consist of approximately 1,216 individuals.

10. The effectiveness of Lawyers for Justice, PC ("Plaintiff's Counsel" or "Class Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members, the State of California, and PAGA Members recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other complex wage-and-hour class and/or representative action settlements of similar type given the strengths and weaknesses of the case; and (3) significant savings in attorneys' fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

11. Since the above-captioned action was commenced, Class Counsel has litigated the case for over two (2) years, and was actively preparing the matter for class certification and trial, prior to reaching the Settlement. The Parties have engaged in extensive settlement negotiations

1 and participated in a formal, full-day mediation conducted by Mark Rudy, Esq., a well-respected
2 mediator experienced in mediating complex labor and employment matters. In the course of
3 mediation and settlement discussions, the Parties exchanged extensive information and engaged
4 in discussions regarding their evaluations of the case and various aspects of the case, including but
5 not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with
6 class certification and/or representative adjudication, the law relating to class certification, off-
7 the-clock theory, meal and rest periods, representative PAGA actions, and wage-and-hour law and
8 enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among
9 other things. During all settlement discussions, the Parties conducted their negotiations at arm's
10 length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not
11 easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at
12 certification, and Plaintiff and Class Counsel believed that they would be able to obtain class
13 certification and prevail at trial. After conducting extensive investigations, formal and informal
14 discovery, exchange of information, and settlement negotiations, and with the aid of the mediator's
15 evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal
16 issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would
17 attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the
18 Released Class Claims of Plaintiff and Settlement Class Members, and of the Released PAGA
19 Claims of Plaintiff, PAGA Members, and the State of California, with respect the Released
20 Parties.

21 12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
22 and scope of the claims, and was preparing for class certification and trial. Class Counsel
23 conducted significant investigation and formal and informal discovery regarding the facts of the
24 case, including and not limited to, the exchange, review, and analysis of a large volume of
25 documents and data obtained from Defendant, Plaintiff, and other sources. Class Counsel
26 propounded multiple sets of formal written discovery requests onto Defendant (specifically,
27 Requests for Production of Document (Set One), Special Interrogatories (Sets One and Two), and
28 Form Interrogatories-General (Set One) and noticed the depositions of Defendant's Person Most

1 Knowledgeable designees along with accompanying requests for production of documents, on
2 Defendant. The volume of information, data and documents that Class Counsel reviewed and
3 analyzed included and was not limited to: employment records of Plaintiff and other Class
4 Members, a detailed sampling of Class Members' time and pay data, including Timesheets, Payroll
5 Records, Earning Statements, multiple iterations of Defendant's Employee Handbook, company
6 policy acknowledgements, internal memoranda, job descriptions, new hire orientation checklists,
7 operations and employment practices, forms, procedures, and procedure documents (including
8 Safety Compliance, Confidentiality Agreement, Non-Compete Agreements) policies (including
9 but not limited to Meal Periods and Rest Breaks Policy, Standards of Conduct, Meal Period
10 waivers, Telephone and Cell Phone Policy, and Computer E-Mail Internet and Software Policy),
11 among other information and documents. Class Counsel interviewed Plaintiff and conducted
12 investigation to gather facts and circumstances surrounding Plaintiff and putative class members'
13 employment. Counsel for the Parties also met and conferred on numerous occasions, e.g., to
14 discuss issues relating to the pleadings, discovery, and the production of documents and data in
15 the course of litigation and in connection with mediation and settlement negotiations. Class
16 Counsel also drafted pleadings and the mediation brief and prepared for and attended court
17 proceedings, mediation, and settlement negotiations, among other tasks.

18 13. Counsel for the Parties have also invested time researching and investigating the
19 applicable law, which is often evolving as it relates to class certification, representative PAGA
20 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
21 Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered.
22 Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and
23 reasonable.

24 14. The Settlement provides for a Maximum Settlement Amount of Two Million Four
25 Hundred Fifty Nine Thousand Dollars and No Cents (\$2,459,000.00).). The Net Settlement
26 Amount is the Maximum Settlement Amount less the following amounts subject to approval by
27 the Court: Attorneys' Fees and Costs, Service Payment, Settlement Administration Costs, and
28 PAGA Allocation. Assuming that the amounts allocated under the Settlement toward these

1 payments are awarded by the Court, the Net Settlement Amount that will be available for
2 distribution to Settlement Class Members is currently estimated to be One Million Three Hundred
3 Ten Thousand Three Hundred Fifty Dollars and No Cents. (\$1,310,350.00). Additionally, 75% of
4 the PAGA Allocation (i.e., \$187,500) will be distributed to the Labor Workforce Development
5 Agency (“LWDA”) and 25% of the PAGA Allocation (i.e., \$62,500.00), will be distributed to the
6 PAGA Members. The Maximum Settlement Amount will be fully distributed to Settlement Class
7 Members and PAGA Allocation will be fully distributed to the California Labor and Workforce
8 Development Agency and PAGA Members, in accordance with the terms of the Settlement.

9 15. The Parties have agreed to retain Phoenix Settlement Administrators (“Phoenix” or
10 Settlement Administrator”) to handle the notice and settlement administration process. The Parties
11 respectfully request that the Court appoint Phoenix to handle these procedures and serve as the
12 Settlement Administrator. Defendant will provide the Settlement Administrator with a list of Class
13 Members that Defendant will compile from its records, which will include each Class Member’s
14 full name, last known mailing address, Social Security number, Eligible Workweeks and Eligible
15 Pay Periods (if applicable), and the Settlement Administrator will calculate each Class Member’s
16 estimated share of the Net Settlement Amount (“Individual Settlement Share”) and estimated share
17 of the PAGA Member Amount (“Individual PAGA Payment”). The Settlement Administrator
18 will also receive Opt-Out Requests, written Objections, and disputes regarding Eligible
19 Workweeks and/or Eligible Pay Periods; provide necessary reports and declarations; calculate,
20 subtract, and transmit necessary taxes and withholdings; prepare and submit informational and
21 other tax filings and documents; issue and transmit all payments provided for by the Settlement,
22 including and not limited to, mailing Individual Settlement Payments to Settlement Class
23 Members and Individual PAGA Payments to PAGA Members; and perform any other usual and
24 customary duties for administering a class action settlement. Settlement Administration Costs are
25 currently estimated not to exceed Fifteen Thousand Dollars and No Cents (\$15,000.00) and will
26 be paid out of the Maximum Settlement Amount, subject to approval of the Court.

27 16. Based on investigation and information discovered, Class Counsel believes that
28 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations

1 that Defendant, with respect to Plaintiff and the Class Members, and PAGA Members *inter alia*,
2 failed to properly pay overtime and minimum wages, failed to provide compliant meal and rest
3 periods and to pay associated premium pay, failed to pay reporting time pay, failed to timely pay
4 wages during employment and upon termination of employment, failed to provide compliant wage
5 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business
6 expenses, and thereby engaged in unfair business practices in violation of California Business and
7 Professions Code section 17200, *et seq.* and 17203 based on the aforementioned, violations of the
8 California Labor Code based on the aforementioned, but not limited to California Labor Code
9 sections 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 5610, 512, 551, 552, 1174, 1194,
10 1194.2, 1197, 1197.1, 1198, 1199, 2800 2802, and 2810.5 and violations of the industrial Welfare
11 Commission Wage Orders including, Industrial Wage Orders 1-2001, 4-2001, and 7-2001, and
12 conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004
13 (California Labor Code sections 2698, *et seq.*). Plaintiff also asserted that Class Members and
14 PAGA Members were expected to perform similar job duties and were subject to the same or
15 similar operations and employment policies, practices, and procedures. Additionally, Plaintiff
16 asserted that Defendant's recordkeeping practices with respect to Plaintiff, Class Members and
17 PAGA Members were substantially the same during the time period at issue. As a result of said
18 alleged uniform practices, Plaintiff claims that Class Members, and PAGA Members were not
19 paid all of the compensation that was owed to them by Defendant. Thus, in Class Counsel's view,
20 it is clear that the outcome of this litigation would be determined by Defendant's uniform
21 operations and employment practices, policies, and procedures that Plaintiff alleges applied across
22 Defendant's non-exempt employees in California during the relevant time period.

23 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
24 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
25 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
26 and the difficulties and delays inherent in such litigation, including those involved in class
27 certification and/or representative adjudication. Plaintiff and Class Counsel further recognize the
28 burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's

1 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class
2 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
3 mediator, who is experienced and well-regarded in complex labor and employment matters.

4 18. Defendant, on the other hand, denied and continues to deny any liability and
5 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the
6 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
7 the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
8 also had the opportunity to conduct investigations and gather documents and information relating
9 to Plaintiff's and Putative Class Members' employment with Defendant, and Defendant's
10 operations and employment policies, practices, and procedures. The Parties also reviewed and
11 analyzed a volume of documents and data, including but not limited to a detailed sampling of Class
12 Members' time and pay information, to determine the potential value and strength of the claims.
13 The available information enabled Class Counsel to assess and value the class and PAGA claims
14 and prepare violation, damages, and penalties analyses and models. Accordingly, the Parties have
15 conducted adequate investigation and discovery to be sufficiently informed of the nature and
16 extent of the Class and PAGA claims, and to enable both sides to fully evaluate the Settlement for
17 its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited
18 for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and
19 risks to both sides that would attend further litigation. The Settlement takes into account the
20 strengths and weaknesses of each side's position and the uncertainty of how the case might have
21 concluded at certification, trial, and/or appeals.

22 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
23 in an amount of up to Thirty Five percent (35%) of the Maximum Settlement Amount (i.e.,
24 \$860,650.00) and expenses and costs in an amount not to exceed Eighteen Thousand Dollars
25 (\$18,000.00), which will be paid out of the Maximum Settlement Amount, subject to approval by
26 the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation
27 and will not receive any compensation until recovery is obtained.

28 20. The Settlement Agreement provides for payment of up to Five Thousand Dollars

1 (\$5,000.00) to Plaintiff as a Service Payment, to be paid out of the Maximum Settlement Amount
2 subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant
3 documents and past employment records and to provide the facts and evidence necessary to
4 attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed Plaintiff,
5 and actively tried to obtain and provide information that would facilitate the pursuit of the Class
6 and PAGA claims. Accordingly, it is appropriate and just for Plaintiff to receive a Service
7 Payment, in addition to an Individual Settlement Payment, and/or Individual PAGA Payment, for
8 services performed in the matter on behalf of the Class, State of California, and PAGA Members.

9 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
10 in the best interests of Plaintiff, the Class, PAGA Members, and the State of California. Class
11 Counsel further submits that the Settlement is within an acceptable range of recovery for this type
12 of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further
13 litigation, and the costs and risks associated with class certification, representative adjudication,
14 trial, and/or appeals.

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

17 Executed on this 6th day of September 2023 at Glendale, California.

18 

19 _____
20 Brian J. St. John
21
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EXHIBIT A

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This Class Action and PAGA Settlement Agreement (“Settlement Agreement,”
3 “Settlement,” or “Agreement”) is made and entered into, as of the date set forth below, between
4 Plaintiff Jeannette Salazar (“Plaintiff”), as an individual and representative of the proposed Class
5 described herein and as a representative of the State of California with respect to the PAGA
6 Members described herein, and AmerisourceBergen Drug Corporation (“ABDC” or “Defendant”)
7 (together, Plaintiff and Defendant are referred to as the “Parties”).

8 1. **THE CONDITIONAL NATURE OF THIS SETTLEMENT**

9 1.1 This Settlement and all associated exhibits or attachments are made for the sole
10 purpose of settling the Action. This Settlement is made in compromise of disputed claims. Because
11 the Action is being settled as a class and representative action, this Settlement must receive
12 preliminary and final approval by the Court. Accordingly, the Parties enter into this Settlement on
13 a conditional basis. If the Court does not enter the Final Approval Order and Judgment, the
14 proposed Final Approval Order and Judgment does not become Final for any reason, and/or the
15 Effective Date does not occur, this Settlement shall be deemed null and void *ab initio*; it shall be
16 of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever;
17 and the negotiation, terms, and entry of the Settlement and associated pleadings shall remain subject
18 to the provisions of California Evidence Code sections 1119 and 1152, Federal Rule of Evidence
19 408, and any other analogous rules of evidence that are applicable.

20 1.2 Defendant denies all claims as to liability, damages, penalties, interest, fees,
21 restitution, injunctive relief, and all other forms of relief, as well as denies the class and
22 representative action allegations asserted in the Action, as those terms are defined below.
23 Defendant has agreed to resolve the Action via this Settlement, but to the extent this Settlement is
24 deemed void or the Effective Date does not occur, Defendant does not waive, but rather expressly
25 reserves, all rights to challenge all such claims and allegations in the Action upon all procedural,
26 merit, and factual grounds, including, without limitation, the ability to challenge class and
27 representative action treatment on any grounds, as well as asserting any and all other privileges and
28 potential defenses. Plaintiff and Class Counsel (as defined below) agree that Defendant retains and

1 reserves these rights, and Plaintiff and Class Counsel agree not to argue or present any argument,
2 and hereby waive any argument, that based on this Settlement, Defendant cannot contest class
3 certification or representative action treatment on any grounds whatsoever, or assert any and all
4 other privileges or potential defenses if the Action were to proceed.

5 2. DEFINITIONS

6 The following terms, when used in this Settlement, shall have the following meanings:

7 2.1 “Action” means the action entitled *Sarah Andrews, et al. v. AmerisourceBergen*
8 *Drug Corporation*, Sacramento County Superior Court, Case No. 34-2021-00301017-CU-OE-
9 GDS.

10 2.2 “Attorneys’ Fees and Costs” means attorneys’ fees for Class Counsel’s litigation
11 and resolution of the Action and all actual costs incurred and to be incurred by Class Counsel in
12 the Action, as set forth in Section 7.4 below.

13 2.3 “Class” or “Class Members” means all current and former non-exempt employees
14 employed by Defendant within the State of California at any time during the Class Period.

15 2.4 “Class Counsel” means Arby Aiwarzian, Joanna Ghosh, and Kyla Buenaventura of
16 *Lawyers for Justice, PC*.

17 2.5 “Class Period” means the time period from May 1, 2018 through April 26, 2023,
18 subject to Section 7.2.2 below.

19 2.6 “Class Representative” or “Plaintiff” means Plaintiff Jeannette Salazar.

20 2.7 “Class Representative’s Released Claims” means any and all claims, obligations,
21 demands, actions, rights, causes of action, and liabilities against the Releasees, of whatever kind
22 and nature, character, and description, whether in law or equity, whether sounding in tort, contract,
23 federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law
24 or contract, whether known or unknown, and whether anticipated or unanticipated, including all
25 unknown claims covered by California Civil Code Section 1542, as quoted below, by the Class
26 Representative, arising at any time up to and including the date of execution of this Agreement, for
27 any type of relief, including without limitation claims for wages, premium and other forms of pay,
28 unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages,

1 compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation
2 and other costs, expenses, restitution, and equitable and declaratory relief. The Class
3 Representative's Released Claims also include, but are not limited to, the Released Class Claims
4 and Released PAGA Claims as well as any other claims under any provision of the Fair Labor
5 Standards Act ("FLSA"), the California Labor Code, any applicable California Industrial Welfare
6 Commission Wage Orders, any city or county Living Wage Ordinances, and claims under state or
7 federal discrimination statutes, including, without limitation, the California Government Code; the
8 Unruh Civil Rights Act, California Civil Code; the California Constitution; the California Business
9 and Professions Code, including but not limited to Sections 17200 *et seq.*; the United States
10 Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older Workers
11 Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act, Title
12 VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Civil Rights Act of 1991; the
13 Family and Medical Leave Act, to the extent not prohibited by law; the Americans with Disabilities
14 Act, 42 U.S.C. § 12101 *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C.
15 § 1001 *et seq.*; the Equal Pay Act; the Fair Credit Reporting Act; the Employee Retirement Income
16 Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Sarbanes-Oxley
17 Act of 2002; the California Family Rights Act; and all of their implementing regulations and
18 interpretive guidelines; any and all claims for monetary recovery and personal or individual relief,
19 except as prohibited by law; and any premiums, penalties, interest, punitive damages, costs,
20 attorneys' fees, injunctive relief, declaratory relief, or accounting based on any of the foregoing
21 claims. For the avoidance of doubt, this is a complete and general release to the maximum extent
22 permitted by law. Notwithstanding the foregoing, the release of the Class Representative's
23 Released Claims does not include (i) any claim or right for workers' compensation benefits; or (ii)
24 any claim or right that is not waivable as a matter of law.

25 2.8 "Class Settlement" means the settlement and resolution of the Released Class
26 Claims.

27 2.9 "Court" means the Superior Court of the State of California, County of Sacramento.

28 ///

1 2.10 “Database” means a complete list of all Class Members that Defendant will
2 diligently and in good faith compile from its records and provide to the Settlement Administrator,
3 which will include each Class Member’s full name, last known mailing address, Social Security
4 number, and number of Eligible Workweeks and Eligible Pay Periods (if applicable).

5 2.11 “Defendant’s Counsel” means the attorneys of Morgan, Lewis & Bockius LLP.

6 2.12 “Effective Date” means the date on which the Final Approval Order and Judgment
7 becomes Final.

8 2.13 “Eligible Workweeks” means the workweeks that each Class Member worked in
9 California during the Class Period for Defendant.

10 2.14 “Eligible Pay Periods” means the pay periods that each PAGA Member worked in
11 California during the PAGA Period for Defendant.

12 2.15 “Final Approval Date” means the date on which the Court enters the Final Approval
13 Order and Judgment.

14 2.16 “Final Approval Hearing” means a hearing set by the Court, to take place on a date
15 established by the Court, for the purpose of determining the fairness, adequacy, and reasonableness
16 of the Settlement pursuant to class action procedures and requirements, and entry of the Final
17 Approval Order and Judgment based thereon.

18 2.17 “Final Approval Order and Judgment” means the Court’s order determining that the
19 Settlement is fair, reasonable, and adequate, granting final approval of the Settlement, and entry of
20 judgment based thereon.

21 2.18 “Final” means the latest of the following dates: (i) if no Class Member objects to the
22 Class Settlement, then the date the Court enters the Final Approval Order and Judgment; (ii) if a
23 Class Member objects to the Class Settlement, then after the applicable date for seeking appellate
24 review of the Final Approval Order and Judgment has passed, assuming no appeal or request for
25 review is filed; or (iii) if an appeal is filed, the final resolution of that appeal (including any requests
26 for rehearing and/or petitions for writ of certiorari) resulting in the final judicial approval of the
27 Settlement.

28 ///

1 2.19 “Individual PAGA Payment” means a PAGA Member’s *pro rata* share of the PAGA
2 Employee Amount that a PAGA Member is eligible to receive for the PAGA Settlement.

3 2.20 “Individual Settlement Payment” means the net payment of each Settlement Class
4 Member’s Individual Settlement Share, after reduction for the employee’s and employer’s share of
5 taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

6 2.21 “Individual Settlement Share” means the *pro rata* share of the Net Settlement
7 Amount that a Class Member may be eligible to receive for the Class Settlement.

8 2.22 “LWDA” means the California Labor and Workforce Development Agency.

9 2.23 “LWDA Payment” means the seventy-five percent (75%) portion of the PAGA
10 Allocation, or One Hundred Eighty-Seven Thousand Five Hundred Dollars and No Cents
11 (\$187,500.00) that the Parties have agreed to pay to the LWDA for the PAGA Settlement.

12 2.24 “Maximum Settlement Amount” means the total maximum amount payable under
13 the terms of this Agreement by Defendant, which is the gross sum of Two Million Four Hundred
14 Fifty-Nine Thousand Dollars and No Cents (\$2,459,000.00). The Maximum Settlement Amount,
15 as approved by the Court, is inclusive of the Attorneys’ Fees and Costs, Service Payment,
16 Settlement Administration Costs, PAGA Allocation, and the Individual Settlement Shares, which
17 includes Defendant’s share of payroll taxes with respect to the wage portions of the Individual
18 Settlement Shares. Defendant shall not be required to pay anything above or beyond the Maximum
19 Settlement Amount, under any circumstance, as a result of this Settlement, except as provided for
20 in Section 7.2.2.

21 2.25 “Net Settlement Amount” means the portion of the Maximum Settlement Amount
22 that is available for distribution to Settlement Class Members, which is the Maximum Settlement
23 Amount less the Court-approved Attorneys’ Fees and Costs, Service Payment, Settlement
24 Administration Costs, and PAGA Allocation.

25 2.26 “Notice of Class Action Settlement” means the document provided to Class
26 Members to notify them of the Settlement, substantially in the form attached as **Exhibit 1**, subject
27 to Court approval.

28 ///

1 2.27 “Objection” means a Settlement Class Member’s written objection to the Class
2 Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
3 objector’s full name, signature, mailing address, telephone number, and last four digits of Social
4 Security number; (c) contain a written statement of all grounds for the objection accompanied by
5 any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
6 upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at
7 the specified address, postmarked on or before the Response Deadline.

8 2.28 “Operative Complaint” or “First Amended Complaint” means the proposed First
9 Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys
10 General Act, California Labor Code § 2698, *Et Seq.*, attached as **Exhibit 2**, which, *inter alia*, (1)
11 adds Jeannette Salazar as a named plaintiff and Class and PAGA representative; (2) adds class
12 claims based on the facts pled in the Original Complaint and the LWDA Notice; and (3) dismisses
13 Sarah Andrews from the Action.

14 2.29 “Opt-Out Request” means a timely and valid letter submitted by a Class Member
15 indicating a request to be excluded from the Class Settlement. The Opt-Out Request must: (a)
16 contain the case name and number of the Action; (b) contain the full name, signature, mailing
17 address, telephone number, and the last four digits of the Social Security number of the Class
18 Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included
19 in the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the
20 specified address, postmarked on or before the Response Deadline.

21 2.30 “PAGA” means the California Labor Code’s Private Attorneys General Act.

22 2.31 “PAGA Allocation” means the allocation of Two Hundred and Fifty Thousand
23 Dollars and No Cents (\$250,000.000) from the Maximum Settlement Amount for the settlement
24 and resolution of the Released PAGA Claims. Pursuant to PAGA, seventy-five percent (75%) of
25 the PAGA Allocation, or One Hundred Eighty-Seven Thousand Five Hundred Dollars and No
26 Cents (\$187,500.00) (i.e., the LWDA Payment), will be paid to the LWDA, and the remaining
27 twenty-five percent (25%), or Sixty-Two Thousand Five Hundred Dollars and No Cents
28 (\$62,500.00) (i.e., PAGA Member Amount), will be distributed to PAGA Members on a *pro rata*

basis based on their Eligible Pay Periods during the PAGA Period.

2.32 “PAGA Member Amount” means the twenty-five percent (25%) portion of the PAGA Allocation, or Sixty-Two Thousand Five Hundred Dollars and No Cents (\$62,500.00), to be distributed to PAGA Members on a *pro rata* basis based on their Eligible Pay Periods during the PAGA Period.

2.33 “PAGA Members” means all current and former non-exempt employees employed by Defendant within the State of California at any time during the PAGA Period.

2.34 “PAGA Period” means the period from November 6, 2019 through April 26, 2023, subject to Section 7.2.2.

2.35 “Parties” means Defendant and Plaintiff, collectively, and “Party” means either Plaintiff or Defendant.

2.36 “Preliminary Approval Date” means the date the Court enters the Preliminary Approval Order.

2.37 “Preliminary Approval Order” means the order from the Court granting preliminary approval of the Settlement, substantially in the proposed form attached as **Exhibit 3**.

2.38 “Qualified Settlement Fund” means the account or trust established by the Settlement Administrator to handle and administer the funding and payments related to the Settlement.

2.39 “Released Class Claims” means all claims, rights, demands, liabilities, and causes of action asserted in the Operative Complaint and all claims, rights, demands, liabilities, and causes of action that could have been reasonably asserted based on and/or related to the facts alleged in the Operative Complaint, arising during the Class Period, including but, not limited to, claims based on the failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to pay reporting time pay, failure to pay wages, including minimum wages, straight time wages, overtime wages, wages for vested vacation time, and premium pay, failure to include all remuneration into the calculation of the regular rate of pay, failure to provide compliant wage statements, failure to timely pay wages during employment, failure to timely pay wages upon termination of employment, failure to maintain

1 requisite payroll records, failure to reimburse for necessary business-related expenses, unfair or
2 unlawful business practices pursuant to California Business and Professions Code §§ 17200, *et seq.*
3 and 17203 based on the aforementioned, any violation of the California Labor Code based on the
4 aforementioned, including, but not limited to, California Labor Code sections 201, 202, 203, 204,
5 210, 218.6, 226, 226.3, 226.7, 510, 512, 551, 552, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199,
6 2800, 2802, and 2810.5, and any violation of the Industrial Welfare Commission Wage Orders,
7 including, Industrial Welfare Commission Wage Orders 1-2001, 4-2001, and 7-2001.

8 2.40 “Released PAGA Claims” means all claims for civil penalties under the PAGA
9 asserted in the Operative Complaint and/or LWDA Notice and all claims for civil penalties that
10 could have been reasonably asserted based on and/or related to the facts alleged in the Operative
11 Complaint and/or LWDA Notice, arising during the PAGA Period, including, but not limited to,
12 claims based on the failure to provide compliant meal periods and associated premium pay, failure
13 to provide compliant rest periods and associated premium pay, failure to pay reporting time pay,
14 failure to pay wages, including minimum wages, straight time wages, overtime wages, wages for
15 vested vacation time, and premium pay, failure to include all remuneration into the calculation of
16 the regular rate of pay, failure to provide compliant wage statements, failure to timely pay wages
17 during employment, failure to timely pay wages upon termination of employment, failure to
18 maintain requisite payroll records, failure to reimburse for necessary business-related expenses,
19 any violation of the California Labor Code based on the aforementioned, including, but not limited
20 to, California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 551, 552,
21 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and any violation of the Industrial
22 Welfare Commission Wage Orders, including, Industrial Welfare Commission Wage Orders 1-
23 2001, 4-2001, and 7-2001.

24 2.41 “Releasees” means Defendant and its parents, subsidiaries, affiliates, owners,
25 predecessors, successors, and associated organizations, past and present, and each of their
26 respective trustees, directors, officers, agents, joint employers, attorneys, managing agents,
27 management-level employees, contractors, insurers, representatives, assigns, all persons acting by,
28 through, under, or in concert with any of them, and/or all persons acting on behalf of them.

1 2.42 “Response Deadline” means the deadline by which Class Members must submit an
2 Opt-Out Request, Objection, and/or dispute of the Eligible Workweeks and/or Eligible Pay Periods
3 credited to them, which shall be the date that is forty-five (45) calendar days from the initial mailing
4 of the Class Notice by the Settlement Administrator, unless the 45th day falls on a Sunday or
5 Federal holiday, in which case the Response Deadline will be extended to the next day on which
6 the U.S. Postal Service is open. In the event that a Class Notice is re-mailed to a Class Member,
7 the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days from
8 the original Response Deadline.

9 2.43 “Service Payment” means the amount approved by the Court to be paid to the Class
10 Representative, in recognition of her efforts in coming forward as the Class Representative and as
11 consideration for a full, general, and comprehensive release of the Class Representative’s Released
12 Claims, which shall be in addition to her individual settlement payment.

13 2.44 “Settlement Administration Costs” means the costs payable from the Maximum
14 Settlement Amount to the Settlement Administrator for administering this Settlement in accordance
15 with the Settlement Administrator’s responsibilities outlined in this Settlement Agreement as set
16 forth in Section 7.5 below.

17 2.45 “Settlement Administrator” means Phoenix Settlement Administrators, who shall be
18 responsible for the administration of the Settlement, distribution of any amounts owed under this
19 Settlement, and matters necessarily related thereto, pursuant to the terms of this Settlement, and
20 subject to appointment by the Court. The Parties and their counsel each represent that they do not
21 have any financial interest in the Settlement Administrator or otherwise have a relationship with
22 the Settlement Administrator that could create a conflict of interest.

23 2.46 “Settlement Class” or “Settlement Class Members” means all Class Members who
24 do not timely submit a timely and valid Opt-Out Request.

25 3. **DESCRIPTION OF THE LITIGATION**

26 3.1 On May 18, 2021, Plaintiff Sarah Andrews filed a Complaint for Enforcement Under
27 the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Original Complaint”)
28 against Defendant in the California Superior Court, County of Sacramento, captioned *Sarah*

1 *Andrews v. AmerisourceBergen Drug Corporation*, Sacramento Superior Court Case No. 34-2021-
2 00301017-CU-OE-GDS. The Original Complaint alleged a single cause of action for civil penalties
3 under PAGA on behalf of herself and other allegedly similarly aggrieved employees for alleged
4 violations of the California Labor Code and applicable Industrial Welfare Commission Wage
5 Orders. On July 1, 2021, Defendant filed its Answer to the Original Complaint, which included a
6 general denial and affirmative defenses.

7 3.2 Through substantial and extensive informal discovery, Defendant provided
8 Plaintiff's counsel with company documents and records, data, and written policies reflecting and
9 relating to employees' time worked, rates of pay, workweeks, wages paid, and meal and rest break
10 premiums paid during the Class Period, among other records.

11 3.3 The Parties had numerous discussions and negotiations regarding the claims and
12 defenses in the case. On November 8, 2022, the Parties attended a full-day mediation conducted
13 by an experienced wage and hour mediator, Mark S. Rudy, Esq., and eventually reached an
14 agreement on settlement. At all times, the Parties' settlement negotiations have been non-collusive,
15 adversarial, and at arm's length.

16 3.4 Discussions between counsel for the Parties, informal discovery, as well as the
17 respective investigation and evaluation of Plaintiff's claims by the Parties, have permitted each side
18 to assess the relative merits of the claims and the defenses to those claims. The Parties agree that
19 the above-described investigation and evaluation, as well as informal discovery and the information
20 exchanged during the settlement negotiations, are sufficient to assess the merits of the respective
21 Parties' positions and to compromise the issues on a fair and equitable basis.

22 4. **CONDITIONS PRECEDENT TO SETTLEMENT TAKING EFFECT**

23 4.1 The Parties enter into this Settlement on a conditional basis. To implement the
24 Settlement, the Parties have agreed to the following:

25 4.1.1 Prior to seeking settlement approval from the Court, Class Counsel will
26 submit an amended PAGA notice letter to the LWDA adding Jeannette Salazar as the PAGA
27 representative ("LWDA Notice").

28 4.1.2 Class Counsel will seek leave to file the First Amended Complaint, by

1 stipulation or noticed motion, to (1) add class claims based on the facts pled in the Original
2 Complaint and the LWDA Notice; (2) add Jeannette Salazar as a named plaintiff and the class and
3 PAGA representative; and (3) dismiss Sarah Andrews from the Action. In addition to a claim for
4 PAGA civil penalties, the First Amended Complaint will include the following claims pled on a
5 class basis during the Class Period: failure to provide compliant meal periods and associated
6 premium pay, failure to provide compliant rest periods and associated premium pay, failure to pay
7 reporting time pay, failure to pay wages, including minimum wages, straight time wages, overtime
8 wages, wages for vested vacation time, and premium pay, failure to include all remuneration into
9 the calculation of the regular rate of pay, failure to provide compliant wage statements, failure to
10 timely pay wages during employment, failure to timely pay wages upon termination of
11 employment, failure to maintain requisite payroll records, failure to reimburse for necessary
12 business-related expenses, unfair or unlawful business practices pursuant to California Business
13 and Professions Code §§ 17200, *et seq.* and 17203 based on the aforementioned, violations of the
14 California Labor Code based on the aforementioned, including, but not limited to, California Labor
15 Code sections 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 551, 552, 1174, 1194,
16 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2810.5, and violations of the Industrial Welfare
17 Commission Wage Orders, including, Industrial Welfare Commission Wage Orders 1-2001, 4-
18 2001, and 7-2001. The First Amended Complaint will be the pleading through which the Parties
19 effectuate the Settlement with the Court. Class Counsel will provide Defendant's Counsel with a
20 draft of the proposed First Amended Complaint before seeking leave to file it with the Court and
21 will provide Defendant with five (5) business days to review the draft complaint and comment upon
22 it. If there is any disagreement about the scope and/or contents of the proposed First Amended
23 Complaint and whether it is consistent with this Settlement, the Parties will endeavor to resolve the
24 dispute through meet and confer efforts. If those meet-and-confer efforts are unsuccessful, then
25 the Parties will consult mediator Mark S. Rudy, Esq. Defendant agrees not to remove the Action
26 to federal court.

27 4.2 Unless the Court orders otherwise or as agreed to in writing by the Parties, this
28 Settlement shall be deemed null and void *ab initio* upon the failure of any of the above conditions

1 to occur.

2 **5. BENEFITS OF THE SETTLEMENT TO THE PARTIES**

3 5.1 Based on their own independent investigations and evaluations, Class Counsel is of
4 the opinion that the Settlement with Defendant for the consideration and terms set forth herein,
5 considering the representative and class claims, and the risk of loss, is fair, reasonable, and adequate
6 in light of all known facts and circumstances, and is in the best interests of the Class, the PAGA
7 Members, and the State of California. Class Counsel is also of the opinion that the total
8 consideration and payment set forth in this Settlement is adequate in light of the uncertainties
9 surrounding the risk of further litigation, the possibility of losing class certification, that the PAGA
10 claim could be deemed unmanageable, and the defenses that Defendant has asserted and/or could
11 assert as to the substantive merits of the claims.

12 5.2 Class Counsel has weighed the monetary benefit under the Settlement to the Class
13 against the expenses and length of continued proceedings that would be necessary to prosecute the
14 Action against Defendant through class certification, through manageability motions, summary
15 judgment, trial, and possible appeals. Class Counsel has also taken into account the uncertain
16 outcome and risk of any litigation, especially in complex actions such as class and representative
17 actions, as well as the difficulties and delay inherent in such litigation. As a result, Class Counsel
18 has determined that the settlement set forth in this Settlement is in the best interests of the Class,
19 PAGA Members, and the State of California.

20 **6. DEFENDANT'S POSITION**

21 6.1 Defendant and the Releasees specifically and generally deny any and all liability or
22 wrongdoing of any sort with regard to the claims alleged, make no concessions or admissions of
23 liability of any sort, and contend that for any purpose other than Settlement, the Action is not
24 appropriate for class or representative action treatment. Nonetheless, Defendant has concluded that
25 further conduct of the Action would be protracted, distracting, and expensive, and that it is desirable
26 that the Action be fully and finally settled in the manner and upon the terms and conditions set forth
27 in this Settlement. Defendant has also taken into account the uncertainty and risks inherent in any
28 litigation. Defendant has therefore determined that it is desirable and beneficial to it to settle the

1 Action in the manner and upon the terms and conditions set forth in this Settlement.

2 6.2 Neither this Settlement, nor any document referred to in it, nor any actions taken
3 pursuant to this Settlement, is or should be construed as an admission by Defendant of any fault,
4 wrongdoing, or liability whatsoever. Nor should the Settlement be construed as an admission that
5 Plaintiff could meet any of the class action requirements or that any PAGA claim would be
6 manageable. There has been no final determination by any court as to the merits of the claims
7 asserted by Plaintiff against Defendant, as to whether a class action should be certified, or that any
8 PAGA claim is manageable.

9 6.3 Defendant has concluded that it is desirable that the Action be settled in a manner
10 and upon such terms and conditions set forth herein in order to avoid further expense,
11 inconvenience and distraction of further legal proceedings, and the risk of the outcome of the
12 Action. Therefore, Defendant has determined that it is desirable and beneficial to resolve the claims
13 in the Action.

14 7. **OPERATIVE TERMS OF SETTLEMENT**

15 The Parties agree as follows:

16 7.1 Conditional Class Certification

17 7.1.1 The Parties stipulate, for settlement purposes only, to the certification by the
18 Court of the Class.

19 7.1.2 If, for any reason, the Court does not approve this Settlement, fails to enter
20 the Final Approval Order and Judgment, or if this Settlement is terminated for any other reason,
21 the Class will be decertified and Defendant shall, and hereby does, retain the right to dispute the
22 appropriateness of class certification.

23 7.2 Maximum Settlement Amount

24 7.2.1 Defendant shall pay a non-reversionary amount not to exceed Two Million
25 Four Hundred Fifty-Nine Thousand Dollars and No Cents (\$2,459,000.00) as the Maximum
26 Settlement Amount to resolve the Action on a class and representative basis, subject to Section
27 7.2.2 below. The Maximum Settlement Amount, as approved by the Court, is inclusive of the
28 Attorneys' Fees and Costs, Service Payment, Settlement Administration Costs, PAGA Allocation,

1 and Individual Settlement Shares, which includes Defendant's share of payroll taxes with respect
2 to the wage portions of the Individual Settlement Shares.

3 7.2.2 This Settlement is based on an estimated count of approximately 92,000
4 Eligible Workweeks by Class Members from May 1, 2018 through November 8, 2022. If the total
5 number of Eligible Workweeks of Class Members during the Class Period exceeds ten percent
6 (10%) (*i.e.*, 101,200 Eligible Workweeks), then Defendant will have the choice to either (a)
7 increase the Maximum Settlement Amount on a *pro rata* basis equal to a percentage in the number
8 of Eligible Workweeks worked in excess of 101,200; or (b) cut off the Class Period and PAGA
9 Period as of the last date that the total number of Eligible Workweeks does not exceed 101,200.
10 With respect to option (a) and for illustrative purposes only, if the number of Eligible Workweeks
11 increases by 11% to 102,120 Eligible Workweeks, the Maximum Settlement Amount will increase
12 by one percent (1%). The Parties agree that the increase of the Maximum Settlement Amount
13 pursuant to this escalator clause will not increase the potential award of the Attorneys' Fees and
14 Costs.

15 7.3 Service Payment

16 7.3.1 The Class Representative's Service Payment, which is in addition to her
17 individual settlement payment, and subject to Court approval, is to be paid out of the Maximum
18 Settlement Amount and will not exceed Five Thousand Dollars and No Cents (\$5,000.00) for her
19 services and assistance in the Action. For purposes of tax withholding, the Service Payment will
20 be reported on an IRS Form 1099. The Class Representative shall be solely and legally responsible
21 for paying any and all applicable taxes on her Service Payment and shall indemnify, defend, and
22 hold Releasees harmless from any claim or liability for taxes, penalties or interest arising as a result
23 of the Service Payment. Neither Class Counsel nor the Class Representative can rescind or back
24 out of the Settlement if the Court awards less than the requested Service Payment. Any amount of
25 the Service Payment that is not awarded by the Court shall revert to the Net Settlement Amount for
26 the benefit of the Settlement Class Members.

27 7.4 Attorneys' Fees and Costs

28 7.4.1 Class Counsel shall apply to the Court for an award of reasonable attorneys'

1 fees not to exceed 35% of the Maximum Settlement Amount, which is an amount of Eight Hundred
2 Sixty Thousand Six Hundred Fifty Dollars and No Cents (\$860,650.00), and will seek an award of
3 costs for reimbursement of Class Counsel's out-of-pocket costs and expenses incurred in the Action
4 up to an additional estimated amount of Eighteen Thousand Dollars and No Cents (\$18,000.00), to
5 be paid out of the Maximum Settlement Amount. Defendant will not oppose an application by
6 Class Counsel in accordance with the terms of this Settlement. The Settlement Administrator shall
7 issue IRS Forms 1099 to Class Counsel for the payments made pursuant to this Section. Class
8 Counsel shall be solely and legally responsible for paying any and all applicable taxes on their
9 Attorneys' Fees and Costs award and shall indemnify, defend, and hold Releasees harmless from
10 any claim or liability for taxes, penalties or interest arising as a result of any payments received by
11 Class Counsel pursuant to this Agreement. With respect to the Attorneys' Fees and Costs to Class
12 Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries
13 and bonds or utilize other attorney fee deferral vehicles, for Class Counsel, and any additional
14 expenses for doing so shall be paid separately by Class Counsel and shall not be included within
15 the Settlement Administration Costs. Defendant and Defendant's Counsel shall not be liable for
16 any expenses associated with the purchase or use of any attorney fee deferral vehicles for Class
17 Counsel by the Settlement Administrator. Neither Class Counsel nor the Class Representative can
18 rescind or back out of the Settlement if the Court awards less than the requested amount in
19 Attorneys' Fees and Costs. Any amount of Class Counsel's requested Attorneys' Fees and Costs
20 that is not awarded by the Court shall revert to the Net Settlement Amount for the benefit of the
21 Settlement Class Members.

22 7.5 Settlement Administrator

23 7.5.1 The Settlement Administration Costs incurred by the Settlement
24 Administrator as a result of the procedures and processes expressly required by this Settlement
25 shall be paid out of the Maximum Settlement Amount and are estimated not to exceed Fifteen
26 Thousand Dollars and No Cents (\$15,000.00). In the event that the Settlement Administration
27 Costs exceed this estimated amount, any additional Settlement Administration Costs will be paid
28 from the Maximum Settlement Amount. Under no circumstances will Defendant be required to

1 contribute additional funds, above and in addition to the Maximum Settlement Amount, to cover
2 any additional Settlement Administration Costs. The Settlement Administration Costs shall
3 include: all costs of administering the Settlement, including all tax document preparation, custodial
4 fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated
5 with establishing and maintaining a Qualified Settlement Fund; all costs and fees associated with
6 preparing, issuing, and mailing the Class Notice and other correspondence to Class Members; all
7 costs and fees associated with communicating with Class Members, Class Counsel, and
8 Defendant's Counsel; all costs and fees associated with computing, processing, reviewing, and
9 paying the payments due under this Settlement, and resolving disputed claims; all costs and fees
10 associated with calculating tax withholdings and payroll taxes, making related payment to federal
11 and state tax authorities, and issuing tax forms relating to payments made under the Settlement; all
12 costs and fees associated with preparing any tax returns and any other filings required by any
13 governmental taxing authority or agency; all costs and fees associated with preparing any other
14 notices, reports, or filings to be prepared in the course of administering payments due under this
15 Settlement; and any other costs and fees incurred and/or charged by the Settlement Administrator
16 in connection with the execution of its duties under this Settlement. The Settlement Administrator
17 will also post the Settlement Agreement (and any amendment(s) thereto), Preliminary Approval
18 Order, Final Approval Order and Judgment, and a copy of the Class Notice to its website. The
19 Settlement Administrator will keep the Final Approval Order and Judgment on its website for sixty
20 (60) calendar days after the Effective Date at which time it will be taken down. No individualized
21 notice of the Final Approval Order and Judgment, to the Class, will be required.

22 7.5.2 The actions of the Settlement Administrator shall be governed by the terms
23 of this Settlement and any orders from the Court and any agreement by Class Counsel and
24 Defendant's Counsel regarding communications with the Settlement Administrator. The Parties
25 agree that communications to and from the Settlement Administrator will include both Class
26 Counsel and Defendant's Counsel.

27 7.5.3 In the event that either Defendant's Counsel or Class Counsel take the
28 position that the Settlement Administrator is not acting in accordance with the terms of the

1 Settlement, Defendant's Counsel and Class Counsel shall meet and confer first, and then, if
2 necessary, with the Settlement Administrator or the Court to attempt to resolve the issue.

3 7.6 Calculation of Individual Settlement Shares

4 7.6.1 There is no need for a Settlement Class Member to submit a claim form in
5 order to be eligible for and be issued an Individual Settlement Payment.

6 7.6.2 To determine each Class Member's estimated Individual Settlement Share,
7 the Settlement Administrator will multiply the Net Settlement Amount by a fraction, the numerator
8 of which is the Class Member's individual number of Eligible Workweeks, and the denominator of
9 which is the total number of Eligible Workweeks of all Class Members.

10 7.6.3 All Individual Settlement Shares shall be allocated as follows: one-third (1/3)
11 as wages, to be reported on an IRS Form W-2, and two-thirds (2/3) as interest, penalties, and non-
12 wage damages, to be reported on an IRS Form 1099 (if applicable). The Settlement Administrator
13 will withhold (and remit to the appropriate taxing authorities) the employee's and employer's share
14 of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares,
15 and issue checks to Settlement Class Members for their Individual Settlement Payment (i.e.,
16 payment of their Individual Settlement Share net of these taxes and withholdings). Settlement Class
17 Members will each indemnify and hold Releasees harmless for any taxes due or owing by them
18 with respect to such payments and/or any penalties and interest owed by Releasees for the failure
19 to withhold with respect to such payments. Other than as set forth above, the Settlement
20 Administrator will not make any deductions, withholdings, or additional payments, including
21 without limitation, medical or other insurance payments or premiums, employee 401(k)
22 contributions or matching employer contributions, wage garnishments to the extent permitted by
23 law, or charity withholdings, from or with respect to the Individual Settlement Shares.

24 7.7 PAGA Allocation

25 7.7.1 A total amount of Two Hundred and Fifty Thousand Dollars and No Cents
26 (\$250,000.00) from the Maximum Settlement Amount will be allocated as the PAGA Allocation
27 to be paid as penalties under PAGA, of which seventy-five percent (75%), or \$187,500.00, will be
28 distributed to the LWDA (i.e., LWDA Payment) and the remaining twenty-five (25%), or

1 \$62,500.00, will be distributed to the PAGA Members (i.e., PAGA Member Amount) on a *pro rata*
2 basis based on their Eligible Pay Periods during the PAGA Period (i.e., Individual PAGA Payment).
3 Any portion of the PAGA Allocation not approved by the Court shall revert to the Net Settlement
4 Amount for the benefit of the Settlement Class Members.

5 7.7.2 To determine each PAGA Member's Individual PAGA Payment, the
6 Settlement Administrator will multiply the PAGA Member Amount by a fraction, the numerator of
7 which is the PAGA Member's individual number of Eligible Pay Periods, and the denominator of
8 which is the total number of Eligible Pay Periods of all PAGA Members.

9 7.7.3 All Individual PAGA Payments shall be allocated as one hundred percent
10 (100%) penalties, to be reported on an IRS 1099 (if applicable). PAGA Members will be
11 responsible for paying all taxes due on their Individual PAGA Payments. The Settlement
12 Administrator will not make any deductions, withholdings, or additional payments, including
13 without limitation, medical or other insurance payments or premiums, employee 401(k)
14 contributions or matching employer contributions, wage garnishments to the extent permitted by
15 law, or charity withholdings, from or with respect to the Individual PAGA Payments.

16 7.7.4 At the same time as they submit this Settlement to the Court for preliminary
17 approval, Class Counsel shall submit a copy of this Settlement to the LWDA, as required by
18 California Labor Code § 2699(l)(2).

19 7.7.5 Within ten (10) calendar days of the Final Approval Date, Class Counsel shall
20 submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as
21 required by California Labor Code § 2699(l)(3).

22 7.8 Circular 230 Disclaimer

23 7.8.1 Each Party to this Settlement (for purposes of this Section, the
24 "acknowledging party" and each Party to this Settlement other than the acknowledging party, an
25 "other party") acknowledges and agrees that (1) no provision of this Settlement, and no written
26 communication or disclosure between or among the Parties or their attorneys and other advisers, is
27 or was intended to be, nor shall any such communication or disclosure constitute or be construed
28 or be relied upon as, tax advice within the meaning of United States Treasury Department Circular

230 (31 CFR 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 Settlement 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 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser 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 Settlement.

7.9 No Effect on Employee Benefits

7.9.1 Neither the Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Releasees. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Releasees' sponsored benefit plans, policies, or bonus programs. The 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 the Releasees' benefit plans, policies, or bonus programs. The Releasees retain the right to modify the language of their benefit plans, policies, and bonus programs to effectuate such intent.

7.10 Releases

7.10.1 Class Representative Release. Upon the Effective Date and full funding of the Maximum Settlement Amount, the Class Representative shall be deemed to have fully, finally, and forever released the Releasees from all Class Representative's Released Claims through the date of execution of this Agreement. The Class Representative may hereafter discover claims or facts in addition to, or different from, those which she now knows or believes to exist, but Class Representative expressly agrees to fully, finally, and forever settle and release any and all claims against the Releasees, known or unknown, suspected or unsuspected, which exist or may exist on

1 behalf of or against the other at the time of execution of this Agreement. The Class Representative
2 shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law,
3 the provisions, rights, and benefits she may otherwise have had relating to the Class
4 Representative's Released Claims pursuant to Section 1542 of the California Civil Code, which
5 provides as follows:

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

11 7.10.2 Class Settlement Release. Upon the Effective Date and full funding of the
12 Maximum Settlement Amount, the Settlement Class Members, shall be deemed to have fully,
13 finally, and forever released the Releasees from the Released Class Claims.

14 7.10.3 PAGA Settlement Release. Upon the Effective Date and full funding of the
15 Maximum Settlement Amount, the State of California on behalf of all PAGA Members and all
16 PAGA Members, shall be deemed to have fully, finally, and forever released the Releasees from
17 the Released PAGA Claims.

18 8. SETTLEMENT TIMELINE

19 8.1 Preliminary Approval

20 8.1.1 Class Counsel and Defendant's Counsel shall jointly submit to the Court this
21 Settlement and exhibits thereto for preliminary approval by the Court. Class Counsel will prepare
22 and file the motion for preliminary approval and supporting papers for the Court. Class Counsel
23 will provide copies of all documents to be filed with the Court to Defendant's counsel at least five
24 (5) business days before the documents are filed, for review and comment by Defendant. The
25 Court's preliminary approval of this Settlement shall be embodied in an order certifying the Class
26 for settlement purposes only, preliminarily approving the Settlement, and providing for the Class
27 Notice to be mailed to the Class in materially the same format attached as **Exhibit 1**, and which
28 will also set the date for the Final Approval Hearing (i.e., Preliminary Approval Order).

8.2 Notice

1 8.2.1 Within thirty (30) calendar days of the Preliminary Approval Date, Defendant
2 shall provide the Database to the Settlement Administrator in electronic form. The Database shall
3 be based on Defendant's personnel, payroll, and/or other business records and provided in a format
4 acceptable to the Settlement Administrator. The Settlement Administrator shall maintain the
5 Database, and all data contained within the Database, as private and confidential and shall not
6 disclose such data to any persons or entities other than counsel for Defendant, unless otherwise
7 required by law. To the extent the Settlement Administrator receives inquiries from individual
8 Class Members, the Settlement Administrator will apprise Class Counsel and Defendant's Counsel
9 of the fact of the inquiry without disclosing the Class Member's name. The Settlement
10 Administrator will attempt to resolve any such inquiry and will involve the Parties' respective
11 counsel to the extent necessary. In the event that the Settlement Administrator receives an inquiry
12 from an individual who alleges they are a Class Member and was left off of the Database, the
13 Settlement Administrator shall promptly apprise Class Counsel and Defendant's Counsel of the
14 inquiry and Class Counsel and Defendant's Counsel shall meet and confer in good faith regarding
15 whether the individual is in fact a Class Member. If Class Counsel is contacted by a Class Member
16 regarding his/her data, the Settlement Administrator shall identify and disclose that specific Class
17 Member's data upon the request of Class Counsel. The information in the Database is being
18 supplied solely for purposes of the administration of the Settlement and cannot be used by the
19 Settlement Administrator for any purpose other than to administer the Settlement.

20 8.2.2 Within fourteen (14) calendar days after receiving the Database, the
21 Settlement Administrator will perform a search based on the National Change of Address Database
22 or any other similar services available, such as provided by Experian, for information to update and
23 correct for any known or identifiable address changes, and will send via United States First-Class
24 Mail the Class Notice to all Class Members, using the most current, known mailing addresses
25 identified by the Settlement Administrator.

26 8.2.3 If any Class Notice is returned to the Settlement Administrator as
27 undeliverable on or before the Response Deadline, the Settlement Administrator shall run a skip-
28 trace, using that Class Member's Social Security number in an effort to attempt to ascertain the

1 current address of the Class Member. If such an address(es) is ascertained, the Settlement
2 Administrator shall re-mail the Class Notice within three (3) business days. If alternative addresses
3 are obtained for a Class Member, the Settlement Administrator shall send the Class Notice to up to
4 two (2) alternative addresses. If any Class Notice is returned to the Settlement Administrator with
5 a forwarding address, the Settlement Administrator will promptly re-mail the Class Notice to the
6 address within three (3) business days of receipt.

7 8.2.4 Opt-Out Requests. Any Class Member, except for the Class Representative,
8 wishing to be excluded from the Class Settlement must submit a written Opt-Out Request to the
9 Settlement Administrator, by mail, on or before the Response Deadline. Class Members who do
10 not submit a timely and valid Opt-Out Request shall be deemed a Settlement Class Member and
11 bound by the Class Settlement including the Released Class Claims. Class Members who submit
12 a timely and valid Opt-Out Request will not be bound by the Class Settlement and will not be issued
13 an Individual Settlement Payment. However, if the Class Member is also a PAGA Member, he,
14 she, or they will be bound to the release of the PAGA Settlement and will still be issued an
15 Individual PAGA Payment, irrespective of whether they submit an Opt-Out Request. The Class
16 Notice shall advise Class Members of their ability to opt-out of the Class Settlement and of the
17 consequences thereof, and further inform them that they cannot opt out of the PAGA Settlement.
18 Neither the Parties nor any of their counsel will solicit any Class Member to submit an Opt-Out
19 Request.

20 8.2.5 Objections. Settlement Class Members, except for the Class Representative,
21 may object to the Class Settlement in person at the Final Approval Hearing and/or in writing by
22 submitting a timely and complete Objection to the Settlement Administrator, by mail, on or before
23 the Response Deadline. The Parties and their counsel agree that they will not solicit, encourage,
24 counsel, or advise any individual to object to the Class Settlement.

25 8.2.6 Disputes of Eligible Workweeks and/or Eligible Pay Periods. Class Members
26 will have an opportunity to dispute the number of Eligible Workweeks and/or Eligible Pay Periods
27 to which they have been credited, as reflected in their respective Class Notices. In order to dispute
28 Eligible Workweeks and/or Eligible Pay Periods, Class Members must submit a written letter to

1 the Settlement Administrator, which must: (a) contain the case name and number of the Action; (b)
2 contain the full name, signature, mailing address, telephone number, and the last four digits of the
3 Social Security number of the disputing Class Member; (c) clearly state that the Class Member
4 disputes the number of Eligible Workweeks and/or Eligible Pay Periods credited to them and what
5 they contend is the correct number to be credited to them; (d) include information and/or attach
6 documentation demonstrating that the number(s) of Eligible Workweeks and/or Eligible Pay
7 Periods that they contend should be credited to them are correct; and (e) be submitted by mail to
8 the Settlement Administrator at the specified address, postmarked on or before the Response
9 Deadline. Absent information and/or documentation demonstrating that Defendant's records and
10 data are inaccurate as they pertain to the number of Eligible Workweeks and/or Eligible Pay Periods
11 to be credited to a disputing Class Member, Defendant's records will be presumed correct and
12 determinative of the dispute. However, if a Class Member produces information and/or documents
13 demonstrating that Defendant's records and data are inaccurate as they pertain to the number of
14 Eligible Workweeks and/or Eligible Pay Periods to be credited to a disputing Class Member, the
15 Settlement Administrator will evaluate the materials submitted by the Class Member and the
16 Settlement Administrator will resolve and determine the number of Eligible Workweeks and/or
17 Eligible Pay Periods that the disputing Class Member should be credited with under the Settlement.
18 The Settlement Administrator's determination regarding any such dispute shall be final for
19 purposes of administering notice of the Settlement, subject to final review, determination, and
20 approval by the Court.

21 8.2.7 The Settlement Administrator shall provide to Class Counsel and Defendant's
22 Counsel a weekly status report setting forth the number of Class Notices returned as undeliverable,
23 the number of Opt-Out Requests, the number of disputes regarding Eligible Workweeks and/or
24 Eligible Pay Periods, and the number of Objections, if any. Additionally, the Settlement
25 Administrator will provide to counsel for both Parties any updated reports regarding the
26 administration of the Settlement Agreement as needed or requested, and immediately notify the
27 Parties when it receives a request from an individual regarding inclusion in the Class and/or
28 Settlement. Upon completion of administration of the Settlement, the Settlement Administrator

1 will provide a written declaration under oath to certify such completion to the Court and counsel
2 for all Parties.

3 8.2.8 If two percent (2%) or more of the total number of Class Members submit
4 timely and valid Opt-Out Requests, then Defendant shall have the option, in its sole and exclusive
5 discretion, to void the Settlement. To exercise this option, Defendant must send written notification
6 to Class Counsel within ten (10) calendar days from the Settlement Administrator notifying the
7 Parties of the total number of timely and valid Opt-Out Requests. If Defendant chooses to exercise
8 this option, the effect will be precisely the same as if Final Approval did not occur, as discussed
9 herein. In the event Defendant exercises this option, Defendant will be solely responsible for any
10 Settlement Administration Costs incurred to the date of revocation.

11 8.3 Final Approval

12 8.3.1 Prior to the Final Approval Hearing, Plaintiff will move the Court for entry
13 of the Final Approval Order and Judgment, which will provide for, in substantial part, the
14 following: (a) certifying the Class for Settlement purposes only, (b) finding the Settlement fair,
15 reasonable, adequate, and in the best interests of the Class Members, PAGA Members, and the
16 State of California, (c) approving the PAGA Allocation to the LWDA and the PAGA Members;
17 (d) approving Class Counsel's application for an award of Attorneys' Fees and Costs, (e) approving
18 the Class Representative's application for a Service Payment, (f) approving the payment of
19 reasonable Settlement Administration Costs, and (g) releasing and barring any Released Class
20 Claims by Settlement Class Members and Released PAGA Claims by the State of California with
21 respect to PAGA Members and the PAGA Members. The Parties and their respective counsel shall
22 make all reasonable efforts to secure entry of the Final Approval Order and Judgment. The
23 proposed Final Approval Order and Judgment shall be filed with the Court with the motion for final
24 approval, or as otherwise directed by the Court.

25 8.3.2 Class Representative and Class Counsel agree that they shall be responsible
26 for justifying the amount of the Service Payment and Attorneys' Fees and Costs to the Court, and
27 they agree to submit, as appropriate, the necessary materials to justify these payments. If the Court
28 (or any appellate court) awards less than the amount requested for Attorneys' Fees and Costs, or

1 less than the amount requested for the Service Payment for the Class Representative, only the
2 awarded amounts shall be paid and shall constitute satisfaction of the obligations of Defendant to
3 pay the Attorneys' Fees and Costs and Service Payment under this Settlement.

4 8.3.3 If the Final Approval and Judgment does not become Final, or if this
5 Settlement is terminated or canceled pursuant to its terms, the Parties to this Settlement shall be
6 deemed to have reverted to their respective status as of the date and time immediately prior to the
7 execution of this Settlement. In such an event, if the Settlement is not approved by the Court
8 substantially in the form agreed to by the Parties, or if the Settlement is terminated, cancelled,
9 declared void, or fails to become effective in accordance with its terms, or if the Final Approval
10 Order and Judgment does not Final, or if the Final Approval Date does not occur, this Settlement
11 (except for those provisions relating to non-admission, denial of liability set forth herein, and the
12 confidentiality agreements entered into by the Parties) shall be deemed null and void, its terms and
13 provisions shall have no further force and effect and shall not be used in the Action or in any other
14 proceeding for any purpose, and any Final Approval Order and Judgment entered by the Court in
15 accordance with the terms of the Settlement shall be treated as vacated, *nunc pro tunc*.
16 Notwithstanding any other provision of this Settlement, no order of the Court, or modification or
17 reversal on appeal of any order of the Court, reducing the amount of the Attorneys' Fees or Costs
18 to be paid to Class Counsel, or reducing the amount of any Service Payment paid to the Class
19 Representative, shall constitute grounds for cancellation or termination of the Settlement, or
20 grounds for limiting any other provision of the Final Approval Order and Judgment.

21 8.4 Funding and Distribution of the Settlement Proceeds

22 8.4.1 Within twenty-one (21) calendar days after the Effective Date, Defendant
23 shall pay the Maximum Settlement Amount into the Qualified Settlement Fund set up, held, and
24 controlled by the Settlement Administrator.

25 8.4.2 Within seven (7) calendar days of the funding of the Maximum Settlement
26 Amount, the Settlement Administrator shall issue payments due under the Settlement and approved
27 by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b)
28 Individual PAGA Payments to PAGA Members; (c) LWDA Payment to the LWDA; (d) Service

1 Payment to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement
2 Administration Costs to itself (the Settlement Administrator).

3 8.4.3 The Settlement Administrator will be responsible for undertaking appropriate
4 deductions, required tax reporting, and issuing Individual Settlement Payments by way of check to
5 the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA
6 Members in accordance with this Settlement Agreement. The Settlement Administrator may, at its
7 discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way of
8 a single check that combines both payments (if applicable). Each Individual Settlement Payment
9 and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
10 calendar days from the date the checks are issued, and thereafter, shall be canceled. All funds
11 associated with such canceled checks shall be transmitted by the Settlement Administrator to the
12 State of California Controller's Office Unclaimed Property Division in the name of those
13 Settlement Class Members and/or PAGA Members who did not negotiate their checks and in the
14 amount(s) of their respective Individual Settlement Payment and/or Individual PAGA Payment
15 until such time that they claim their property. Even if a Settlement Class Member and/or PAGA
16 Member does not negotiate their settlement check, the Settlement, including its releases, will be
17 binding on them. The Parties agree that this disposition results in no "unpaid residue" under
18 California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to
19 Settlement Class Members, whether or not they all cash their Individual Settlement Payments.

20 9. MISCELLANEOUS PROVISIONS

21 9.1 Neither the acceptance nor the performance by Defendant of the terms of this
22 Settlement, nor any of the related negotiations or proceedings, is or shall be claimed to be, construed
23 as, or deemed to be, an admission by Defendant of the truth of any of the allegations in the Operative
24 Complaint, the representative character of the Action, the validity of any of the claims that were or
25 could have been asserted by Plaintiff, Class Members, and/or PAGA Members in the Action, or of
26 any liability or guilt of Defendant in the Action. Nothing in this Settlement shall be construed to
27 be or deemed an admission by Defendant of any liability, culpability, negligence, or wrongdoing
28 toward Plaintiff, the Class, PAGA Members, or any other person, and Defendant specifically

1 disclaims any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class, PAGA
2 Members, and any other person. Each Party has entered into this Settlement with the intention to
3 avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies.

4 9.2 The Parties agree to cooperate fully with one another to accomplish and implement
5 the terms of this Settlement. Such cooperation shall include, but not be limited to, execution of
6 such other documents and the taking of such other action as may reasonably be necessary to fulfill
7 the terms of this Settlement. The Parties to this Settlement shall exercise reasonable efforts,
8 including all efforts contemplated by this Settlement and any other efforts that may become
9 necessary by Court order, or otherwise, to effectuate this Settlement and the terms set forth herein.

10 9.3 Unless otherwise specifically provided herein, all notices, demands, or other
11 communications given hereunder shall be in writing and shall be deemed to have been duly given
12 as of the third business day after mailing by United States certified mail, return receipt requested,
13 addressed as follows:

14 To the Class Counsel:

15 Arby Aiwarzian
16 Joanna Ghosh
17 Kyla Buenaventura
18 Lawyers *for* Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

19 To Defendant's Counsel:

20 Andrew P. Frederick
21 Michelle L. Quach
22 Morgan, Lewis & Bockius LLP
1400 Page Mill Road
Palo Alto, California 94304

23 9.4 The Parties agree that the terms and conditions of this Settlement are the result of
24 lengthy, intensive, arm's-length negotiations between the Parties and that this Settlement shall not
25 be construed in favor of or against any Party by reason of the extent to which any Party or its
26 counsel participated in the drafting of this Settlement.

27 9.5 Plaintiff, Class Counsel, and all attorneys associated with Class Counsel agree that
28 they will not issue any press releases, initiate any contact with the press, provide any information

1 to the press, or otherwise publicize or cause to be publicized the Action, this Settlement, or the facts
2 leading up to the Action or Settlement, and represent that they have not done so prior to signing
3 this Agreement. As an absolute condition of this Agreement, Class Counsel will not post anything
4 relating to this matter on any website or other form of social media. Any communication about the
5 Settlement to Class Members other than Plaintiff and Sarah Andrews prior to the Court-approved
6 mailing of the Class Notice will be limited to a statement that a settlement has been reached and
7 the details will be communicated in a forthcoming Court-approved Class Notice. Nothing herein
8 will restrict Class Counsel from including publicly available information regarding this Settlement
9 in future judicial submissions regarding Class Counsel's qualifications and experience.
10 Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures required to be made
11 to the LWDA in conformity with PAGA.

12 9.6 The Class Representative, by signing this Settlement, is bound by the terms herein
13 and further agrees not to request to be excluded from the Class Settlement and not to object to any
14 terms of the Class Settlement. Any such request for exclusion or objection shall therefore be void
15 and of no force or effect. Defendant, Class Counsel, and the Class Representative waive their rights
16 to file an appeal, writ, or any challenge whatsoever to the terms of this Settlement, except either
17 Party may appeal in the event an objector's objection is upheld by the trial court.

18 9.7 Prior to the filing of the motion for preliminary approval of the Settlement, this
19 Settlement may not be changed, altered, or modified, except in writing signed by counsel for the
20 Parties hereto. After the filing of the motion for preliminary approval of the Settlement, this
21 Settlement may not be changed, altered, or modified, except in writing signed by counsel for the
22 Parties hereto and subject to Court approval.

23 9.8 This Settlement shall be binding upon and inure to the benefit of the Parties hereto
24 and their respective heirs, trustees, executors, administrators, successors, and assigns.

25 9.9 The Parties agree that it is impossible or impractical to have each Class Member
26 sign this Settlement. It is agreed therefore, that for purposes of seeking approval of the Settlement,
27 this Settlement may be executed on behalf of the Class by Class Counsel and the Class
28 Representative.

1 9.10 This Settlement shall become effective upon its execution by all of the undersigned.
2 The Parties may execute this Settlement in counterparts, and execution of counterparts shall have
3 the same force and effect as if all Parties had signed the same instrument.

4 9.11 The Court shall retain jurisdiction with respect to the implementation and
5 enforcement of the terms of the Settlement, and all Parties hereto submit to the jurisdiction of the
6 Court for purposes of implementing and enforcing the Settlement. Any action to enforce this
7 Settlement shall be commenced and maintained only in the Court.

8 9.12 Paragraph titles or captions contained in the Settlement are inserted as a matter of
9 convenience and for reference, and in no way define, limit, extend, or describe the scope of this
10 Settlement, or any provision thereof.

11 9.13 The Parties agree to hold in abeyance all proceedings in the Action (including, and
12 not limited to, the deadline to bring the Action to trial under California Code of Civil Procedure
13 section 583.310), except such proceedings necessary to implement and complete the Settlement
14 Agreement, pending the Final Approval Hearing to be conducted by the Court.

15 IN WITNESS WHEREOF, this Settlement is executed by the Parties and their duly
16 authorized attorneys, as of the day and year herein set forth.

17 **AGREED TO AND UNDERSTOOD.**

18 DATED: 07/27/2023, 2023

Electronically Signed 2023-07-27 19:57:34 UTC - 104.28.85.143

Hintex AssureSign® 43d079de-272b-4c2c-ad84-b0dc01465ba6
JEANNETTE SALAZAR

20
21 DATED: 8/8, 2023

AMERISOURCEBERGEN DRUG CORPORATION

22
23 By: Christopher Rider



24 Its: Senior Counsel
25
26
27
28

1
2 **APPROVED AS TO FORM:**

3 Dated: July 27, 2023



4 _____
Arby Aiwarzian
5 Joanna Ghosh
6 Kyla Buenaventura

7 Lawyers for Justice, PC
8 Counsel for Plaintiff and proposed Class Counsel

9 Dated: August 9, 2023



10 _____
Andrew P. Frederick
11 Michelle L. Quach

12 Morgan, Lewis & Bockius LLP
13 Counsel for Defendant
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EXHIBIT 1

Jeannette Salazar v. AmerisourceBergen Drug Corporation
Sacramento County Superior Court, Case No. 34-2021-00301017

*A court has authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
Your legal rights are affected whether you act or do not act.*

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

To: All current and former non-exempt employees of AmerisourceBergen Drug Corporation in California at any time from May 1, 2018, through _____, 2023 (the “Class”).

CLASS MEMBERS ARE ELIGIBLE TO RECEIVE A MONETARY PAYMENT FROM THE CLASS AND PAGA SETTLEMENT DESCRIBED IN THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive a settlement payment, you do not need to do anything. Your payment will be mailed to you automatically after the Court grants final approval of the settlement.
CHANGE AND UPDATE CONTACT AND ADDRESS INFORMATION	Update your address with the Settlement Administrator in the event you change your address to ensure your check is sent to the correct address. You must keep a current address on file with the Settlement Administrator to ensure receipt of your check.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do not want to participate in the class settlement, you may exclude yourself from the class portion of the settlement (referred to as “opting out”). If you exclude yourself from the class settlement, you will not receive any payment from the Net Settlement Amount (defined below). This is the only option that would allow you the ability to pursue your own potential claims in a separate lawsuit against AmerisourceBergen Drug Corporation (“ABDC”) and any of the other Releasees relating to the claims being resolved by this Settlement. If you are a California Private Attorneys General Act (“PAGA”) Member (defined below), however, even if you exclude yourself from the class settlement, you still will receive a payment related to the settlement of PAGA claims and will be bound by the release of PAGA claims.
OBJECT TO THE CLASS SETTLEMENT	You may write to the Settlement Administrator to object that the settlement is not fair, adequate or reasonable.
GO TO THE HEARING BEFORE THE COURT	You may ask to address the Court at the hearing regarding whether the settlement is fair, adequate and reasonable.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN GREATER DETAIL BELOW.**
- **ABDC WILL NOT RETALIATE AGAINST YOU IN ANY MANNER FOR PARTICIPATING OR CHOOSING NOT TO PARTICIPATE IN THIS SETTLEMENT.**

BACKGROUND REGARDING THE ACTION

1. Why did I receive this notice?

You received this notice because ABDC's records identify you as an individual that ABDC employed in California as a non-exempt employee at some time from May 1, 2018, through _____, 2023, which makes you a Class Member during the Class Period. The purpose of this notice is to explain the Action, the pending Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court responsible for approving the Settlement is the Superior Court of the State of California, County of Sacramento, and the case is known as *Jeannette Salazar v. AmerisourceBergen Drug Corporation*, Case No. 34-2021-00301017 (the "Action"). There was a hearing on _____, 2023 in the Court at which time the Court preliminarily approved the Settlement and directed that you receive this notice. The Court will hold a Final Approval Hearing concerning the Settlement on _____, 2023 at _____, in Department _____ of the Sacramento County Superior Court located at _____. The Final Approval Hearing may be continued to another date without further notice.

2. What is this Class and PAGA Action about?

On May 18, 2021, Plaintiff Sarah Andrews filed a PAGA representative action complaint against ABDC seeking civil penalties on behalf of the State of California and other allegedly aggrieved employees for alleged: (1) failure to pay overtime wages under Labor Code §§ 510 and 1198 and the applicable California Industrial Welfare Commission Wage Order ("Wage Order"); (2) failure to provide meal periods and/or pay meal period premiums under Labor Code §§ 226.7 and 512(a) and the applicable Wage Order; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code §§ 226.7 and the applicable Wage Order; (4) failure to pay minimum wages under Labor Code §§ 1194, 1197, and 1197.1 and the applicable Wage Order; (5) failure to timely pay wages upon termination under Labor Code §§ 201, 202, and 203; (6) failure to timely pay wages during employment under Labor Code § 204; (7) failure to provide complete and accurate wage statements under Labor Code § 226 and 226.3; (8) failure to keep complete and accurate payroll records under Labor Code § 1174; and (9) failure to reimburse necessary business-related expenses under Labor Code §§ 2800 and 2802.

On August 28, 2023, Plaintiff Jeannette Salazar filed a First Amended Complaint alleging putative class and PAGA representative action claims for alleged: (1) failure to pay overtime wages under Labor Code §§ 510 and 1198 and the applicable California Industrial Welfare Commission Wage Order ("Wage Order"); (2) failure to provide meal periods and/or pay meal period premiums under Labor Code §§ 226.7 and 512(a) and the applicable Wage Order; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code §§ 226.7 and the applicable Wage Order; (4) failure to pay minimum wages under Labor Code §§ 1194, 1197, and 1197.1 and the applicable Wage Order; (5) failure to timely pay wages upon termination under Labor Code §§ 201, 202, and 203; (6) failure to timely pay wages during employment under Labor Code §§ 204 and 210; (7) failure to provide complete and accurate wage statements under Labor Code § 226(a); (8) failure to keep complete and accurate payroll records under Labor Code § 1174(d); (9) failure to reimburse necessary business-related expenses under Labor Code §§ 2800 and 2802; (10) violation of California Business & Professions Code §§ 17200, *et seq.*, based upon the failure to pay wages, including overtime and minimum wages, provide compliant meal and rest breaks, pay wages upon termination, timely pay wages during employment, provide complete and accurate wage statements, provide complete and accurate payroll records, and/or failure to reimburse necessary business-related expenses; and (11) penalties under PAGA, California Labor Code §§ 2698, *et seq.*, based upon the alleged Labor Code violations described above.

ABDC denies all allegations in the Action and contends that it has fully complied with California’s wage and hour laws. The Settlement is not an admission of any wrongdoing by ABDC or an indication that any law was violated or that this case was suitable for class or representative treatment. As a result of arms-length negotiations at a mediation on November 8, 2022, with an experienced wage and hour mediator, the Parties reached a class action and PAGA representative action settlement that is subject to Court approval (the “Settlement”).

3. Why is there a settlement?

The Court has not decided in favor of Plaintiff, or in favor of ABDC, nor has the Court made any decision as to whether this case could proceed on a class or representative basis. There was no trial. Instead, both sides agreed to a no-fault settlement of the Action.

4. Who are the Parties in the Operative Complaint?

Plaintiff Jeannette Salazar was employed by AmerisourceBergen Drug Corporation in California.

Defendant is AmerisourceBergen Drug Corporation.

5. Who are the Attorneys for the Parties?

Counsel for Plaintiffs and the Class

LAWYERS FOR JUSTICE, PC
Arby Aiwarzian
Joanna Ghosh
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021

Counsel for AmerisourceBergen Drug Corporation

MORGAN, LEWIS & BOCKIUS LLP
Andrew P. Frederick
Michelle L. Quach
1400 Page Mill Road
Palo Alto, California 94304
Tel: (650) 843-4000
Fax: (650) 843-4001

THE TERMS OF THE SETTLEMENT

6. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of \$2,459,000.00 (referred to as the “Maximum Settlement Amount”). From the Maximum Settlement Amount, Class Counsel will apply to the Court for attorneys’ fees of \$860,650.00 and \$18,000.00 in costs; a Class Representative service payment of \$5,000.00 to Jeannette Salazar; a \$250,000.00 payment to the California Labor Workforce Development Agency (“LWDA”) and to the PAGA Members as settlement for claims for civil penalties under PAGA (the “PAGA Payment”); and settlement administration costs to Phoenix Settlement Administrators, estimated at \$15,000.00. The exact amount of the awarded attorneys’ fees, litigation costs, class representative service payment, and settlement administration costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Maximum Settlement Amount, the “Net Settlement Amount,” is currently estimated to be approximately \$1,310,350.00. The employer share of payroll taxes on the wage portion of Class Member settlement payments will be a part of the Net Settlement Amount. The Net Settlement Amount will be apportioned as Individual Settlement Shares from which both the employer’s and employee’s taxes on the wage portion of Individual Settlement Shares will be withheld, and then the net after said withholdings will be paid out as Individual Settlement Payments to the Settlement Class Members, who are the Class Members who do not request to be excluded from (“opt out of”) the Settlement.

7. How will the Individual Settlement Payments to Settlement Class Members be calculated?

Settlement Class Members will be allotted Individual Settlement Shares from the Net Settlement Amount. **A claim form is not required.** The gross Individual Settlement Shares will then be reduced by any amount owed for the employer's and the employees tax obligations related to the wage portion of the Individual Settlement Share. The net payment to the Class Member is called an Individual Settlement Payment. Class Members who opt out of the Class Settlement will not receive an Individual Settlement Payment and will not be bound by the class portion of this Settlement.

Each Settlement Class Member's Individual Settlement Share will be a *pro rata* share of the Net Settlement Amount based on the number of Workweeks that the Class Member worked as a non-exempt employee for ABDC in California during the Class Period (May 1, 2018, through _____, 2023) ("Eligible Workweeks") as a proportion of all Eligible Workweeks for all Settlement Class Members. To calculate a Class Member's estimated Individual Settlement Share, the Settlement Administrator will multiply the Net Settlement Amount by a fraction, the numerator of which is the Class Member's individual number of Eligible Workweeks, and the denominator of which is the total number of Eligible Workweeks of all Class Members.

All Individual Settlement Shares to Settlement Class Members shall be allocated as follows for tax purposes: 1/3 of each Individual Settlement Share will be considered as wages, and 2/3 of each Individual Settlement Share will be treated as interest, penalties, and non-wage damages. The portion of the Individual Settlement Share attributable to unpaid wages will be subject to regular and/or applicable payroll and income tax withholdings and will be reported on an IRS Form W-2. Settlement Class Members will receive an IRS Form 1099 for the portion of the Individual Settlement Share attributable to alleged interest and penalties, if required by law. Settlement Class Members will be responsible for correctly characterizing their Individual Settlement Payment(s) for tax purposes and paying taxes due, if any. Each Individual Settlement Share will be subject to reduction for both the employer's and employee's share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment").

Your total estimated Eligible Workweeks are _____. Based on that, your anticipated approximate Individual Settlement Share is _____.

8. How will the PAGA Payment be allocated to the LWDA and PAGA Members?

The Parties will ask the Court to approve the \$250,000 PAGA Payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Payment, or \$187,500.00 will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Payment, or \$62,500.00, will be distributed to the PAGA Members ("PAGA Member Amount") as Individual PAGA Payments.

Not all Class Members are PAGA Members entitled to an Individual PAGA Payment. If you are a PAGA Member, you are entitled to receive an Individual PAGA Payment; no claim form is required. Because PAGA Members cannot opt out of the PAGA Settlement, if you are a PAGA Member and you opt out of the Class Settlement, you will still receive an Individual PAGA Payment and be bound by the PAGA Settlement.

Each PAGA Member's Individual PAGA Payment will be a *pro rata* share of the 25% of the PAGA Payment to be distributed to PAGA Members ("PAGA Member Amount"). It will be based on the number of pay periods that each PAGA Member worked as a non-exempt employee for ABDC in California during the PAGA Period (November 6, 2019, through _____, 2023) ("Eligible Pay Periods") as a proportion of all Eligible Pay Periods for all PAGA Members. For tax purposes, 100% of the Individual PAGA Payments

will be allocated as penalties for which an IRS Form 1099 will be issued, if required by law. To calculate a PAGA Member's Individual PAGA Payment, the Settlement Administrator will multiply the PAGA Member Amount by a fraction, the numerator of which is the PAGA Member's individual number of Eligible Pay Periods, and the denominator of which is the total number of Eligible Pay Periods of all PAGA Members.

Your total estimated Eligible Pay Periods, if any, are [REDACTED]. Based on that, your anticipated approximate Individual PAGA Payment is [REDACTED].

HOW TO GET A PAYMENT

9. How can I get a settlement payment?

If you do nothing, you will automatically receive your Individual Settlement Payment and/or Individual PAGA Payment if the Court approves the Settlement at the Final Approval Hearing, (and provided that the Effective Date occurs). You must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number if the information shown on this Notice is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. Settlement payments will be mailed to the last known address the Settlement Administrator has on file for you.** You can contact the Settlement Administrator by U.S. Mail, email or phone at [REDACTED] if you need to update contact information.

10. What do I do if I believe my Eligible Workweeks or Eligible Pay Periods are incorrect?

If you believe the Eligible Workweeks and/or Eligible Pay Periods above are not correct, you may send a letter to the Settlement Administrator, which must : (a) contain the case name and number of the Action; (b) contain your full name, signature, mailing address, telephone number, and the last four digits of the Social Security number; (c) clearly state that you dispute the number of Eligible Workweeks and/or Eligible Pay Periods credited to you, and what you contend is the correct number to be credited to you; and (d) include information and/or attach documentation demonstrating the number(s) of Eligible Workweeks and/or Eligible Pay Periods that you contend should be credited to you are correct. Your letter must be postmarked on or before [REDACTED], 2023. [45 days within mailing of Notice]]. The Settlement Administrator will resolve any dispute regarding these issues based on ABDC's records and any information you provide.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Controller's Office Unclaimed Property Division in the name of each Settlement Class Member and/or PAGA Member who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT

11. What am I giving up to get an Individual Settlement Payment?

If the Court approves this Settlement and unless you exclude yourself, you will become a Settlement Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against ABDC or other Releasees concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the claims described below:

Release of Claims: Upon the Effective Date and full funding of the Maximum Settlement Amount, the Settlement Class Members, shall be deemed to have fully, finally, and forever released AmerisourceBergen

Drug Corporation and its parents, subsidiaries, affiliates, owners, predecessors, successors, and associated organizations, past and present, and each of their respective trustees, directors, officers, agents, joint employers, attorneys, managing agents, management-level employees, contractors, insurers, representatives, assigns, all persons acting by, through, under, or in concert with any of them, and/or all persons acting on behalf of them (collectively, “Releasees”), from all claims, rights, demands, liabilities, and causes of action asserted in the First Amended Complaint and all claims, rights, demands, liabilities, and causes of action that could have been reasonably asserted based on and/or related to the facts alleged in the First Amended Complaint, arising during the Class Period, including but, not limited to, claims based on the failure to provide compliant meal periods and associated premium pay, the failure to provide compliant rest periods and associated premium pay, failure to pay reporting time pay, failure to pay wages, including, but not limited to, minimum wages, straight time wages, overtime wages, wages for vested vacation time, and premium pay, failure to include all remuneration into the calculation of the regular rate of pay, failure to provide compliant wage statements, failure to timely pay wages during employment, failure to timely pay wages upon termination of employment, failure to maintain requisite payroll records, failure to reimburse for necessary business-related expenses, unfair or unlawful business practices pursuant to California Business and Professions Code §§ 17200, et seq. and 17203 based on the aforementioned, any violation of the California Labor Code based on the aforementioned, including, but not limited to, California Labor Code sections 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 551, 552, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2810.15, and any violation of the Industrial Welfare Commission Wage Orders, including, Industrial Welfare Commission Wage Orders 1-2001, 4-2001, and 7-2001 (the “Released Class Claims”).

12. What PAGA Claims are released by this Settlement?

If the Court approves this Settlement, then Plaintiff, the State of California with respect to the PAGA Members, will fully and finally release the Releasees from all claims for civil penalties under the PAGA asserted in the First Amended Complaint and/or any PAGA letters sent by Plaintiffs Andrews or Salazar to the LWDA and all claims for civil penalties that could have been reasonably asserted based on and/or related to the facts alleged in the First Amended Complaint or any PAGA letters sent by Plaintiff Andrews or Salazar to the LWDA, during the PAGA Period, including, but not limited to, claims based on the failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to pay reporting time pay, failure to pay wages, including minimum wages, straight time wages, overtime wages, wages for vested vacation time, and premium pay, failure to include all remuneration into the calculation of the regular rate of pay, failure to provide compliant wage statements, failure to timely pay wages during employment, failure to timely pay wages upon termination of employment, failure to maintain requisite payroll records, failure to reimburse for necessary business-related expenses, any violation of the California Labor Code based on the aforementioned, including, but not limited to, California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 551, 552, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and any violation of the Industrial Welfare Commission Wage Orders, including, Industrial Welfare Commission Wage Orders 1-2001, 4-2001, and 7-2001 (the “Released PAGA Claims”).

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

13. How do I opt out of the class settlement?

If you wish to pursue your own separate lawsuit against ABDC and/or other Releasees for the claims asserted in the Action, or if you otherwise wish not to participate in the class settlement for whatever reason, you should exclude yourself from this case (that is, opt out of the class portion of the Settlement). However, you cannot opt out of the PAGA portion of the Settlement. Class Members who opt out of this Settlement and who are also PAGA Members will still be bound by the PAGA portion of the Settlement and will receive an Individual PAGA Payment.

To opt out of the class portion of the Settlement and the Released Class Claims, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. The opt out request letter must: (a) contain the case name and number of the Action; (b) contain your full name, signature, mailing address, telephone number, and the last four digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [REDACTED], 2023. [45 days within mailing of Notice]. Requests to opt out postmarked after the deadline will be invalid.

Jeannette Salazar v. AmerisourceBergen Drug Corporation
Settlement Administrator
c/o [REDACTED]
[REDACTED] P. O. Box [REDACTED]
[REDACTED], [REDACTED]

14. If I don't exclude myself from the class settlement, can I sue AmerisourceBergen Drug Corporation and other Releasees for the same thing later?

No. Unless you exclude yourself, you give up any right to sue AmerisourceBergen Drug Corporation and other Releasees for the claims being released by this Settlement, the Released Class Claims. If you have a claim or lawsuit already filed against AmerisourceBergen Drug Corporation or any of the other Releasees, you should speak to your lawyer in that case immediately. You may need to exclude yourself from this Settlement to continue your own lawsuit. You cannot exclude yourself from the PAGA portion of the Settlement.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I don't like the Settlement?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must: (a) contain the case name and number of the Action; (b) contain your full name, signature, mailing address, telephone number, and last four digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be mailed to the Settlement Administrator and postmarked on or before [REDACTED], 2023, at the following address:

Jeannette Salazar v. AmerisourceBergen Drug Corporation
Settlement Administrator
c/o [REDACTED]
[REDACTED] P. O. Box [REDACTED]
[REDACTED], [REDACTED]

THE COURT'S FINAL APPROVAL HEARING

16. When and where will the Court decide whether to grant final approve the settlement?

The Court will hold a Final Approval hearing in Department [REDACTED] of the Superior Court of California, County of Sacramento located at [REDACTED] on [REDACTED] 2023, at [REDACTED]. At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and

adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Class Representative's service payment, and the Settlement Administrator's costs.

The Court may reschedule the Final Approval hearing without further notice to Class Members. However, any Class Member who has filed a Notice of Intention to Appear at the Final Fairness hearing will be notified by Class Counsel of any rescheduling of the date and time of the Final Fairness hearing.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come at your own expense. If you timely submit a written objection, you don't have to come to Court to talk about it. You may also hire and pay your own lawyer to attend if you so desire.

GETTING MORE INFORMATION

18. Whom may I contact if I have questions about the settlement?

You may contact Class Counsel at the contact information listed above in **Paragraph 5** if you have any questions about the Settlement. You may also contact the court-appointed Settlement Administrator, Phoenix Settlement Administrators, by calling toll free 1-800-**[redacted]**, or you can write to *Jeannette Salazar v. AmerisourceBergen Drug Corporation*, Class Action Settlement Administrator at **[address]**.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR ANY MANAGERS, SUPERVISORS, OR ATTORNEYS OF AMERISOURCEBERGEN DRUG CORPORATION FOR INFORMATION.

EXHIBIT 2

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272407)
Brian J. St. John (SBN 304112)
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Attorneys for Plaintiff
JEANNETTE SALAZAR

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JEANNETTE SALAZAR, individually, and
on behalf of other members of the general
public similarly situated, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

AMERISOURCEBERGEN DRUG
CORPORATION, a Delaware corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 34-2021-00301017-CU-OE-GDS

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES &
ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, CALIFORNIA LABOR CODE §
2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq. and 17203;

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(11) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JEANNETTE SALAZAR (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), and alleges as follows:

JURISDICTION AND VENUE

1. This action is brought pursuant to the California Code of Civil Procedure section 382 and California Labor Code section 2698, et seq. The monetary damages, restitution, and civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Sacramento.

PARTIES

5. Plaintiff JEANNETTE SALAZAR is an individual residing in the State of California.

6. Defendant AMERISOURCEBERGEN DRUG CORPORATION, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Sacramento.

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1 7. At all relevant times, Defendant AMERISOURCEBERGEN DRUG
2 CORPORATION was the “employer” of Plaintiff within the meaning of all applicable state laws
3 and statutes.

4 8. At all times herein relevant, AMERISOURCEBERGEN DRUG
5 CORPORATION and DOES 1 through 100, and each of them, were the agents, partners, joint
6 venturers, joint employers, representatives, servants, employees, successors-in-interest, co-
7 conspirators and assigns, each of the other, and at all times relevant hereto were acting within
8 the course and scope of their authority as such agents, partners, joint venturers, representatives,
9 servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged
10 herein were duly committed with the ratification, knowledge, permission, encouragement,
11 authorization and/or consent of each defendant designated as a DOE herein.

12 9. The true names and capacities, whether corporate, associate, individual, or
13 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said
14 defendants by such fictitious names. Plaintiff is informed and believes, and based on that
15 information and belief alleges, that each of the defendants designated as a DOE is legally
16 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
17 the injuries and damages to Plaintiff as alleged in this Complaint. Plaintiff will seek leave of
18 court to amend this Complaint to show the true names and capacities when the same have been
19 ascertained.

20 10. AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100
21 will hereinafter collectively be referred to as “Defendants.”

22 11. Plaintiff further alleges that Defendants, including the unknown defendants
23 identified as DOES, directly or indirectly controlled or affected the working conditions, wages,
24 working hours, and conditions of employment of Plaintiff and the other class members and
25 aggrieved employees so as to make each of said Defendants employers and employers liable
26 under the statutory provisions set forth herein.

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CLASS ACTION ALLEGATIONS

12. Plaintiff brings this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus seeks class certification under California Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former non-exempt employees employed by Defendant within the State of California at any time from May 1, 2018 to final judgment.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants had a corporate policy and practice of failing to pay their non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day, over forty (40) hours per week, and/or six (6) consecutive days per workweek and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants failed to use the shift differential pay/non-discretionary production bonuses/non-discretionary performance, commission, and incentive pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiff and the other class members earned shift differential pay/commissions/non-discretionary production bonuses/non-

- 1 discretionary performance pay, commissions, incentives and overtime
2 wages in the same workweek;
- 3 e. Whether Defendants deprived Plaintiff and the other class members of
4 meal and/or rest periods or required Plaintiff and the other class members
5 to work during meal and/or rest periods without compensation;
- 6 f. Whether Defendants failed to pay wages to Plaintiff and the other class
7 members for all hours worked;
- 8 g. Whether Defendants failed to pay all wages due to Plaintiff and the other
9 class members within the required time upon their discharge or
10 resignation;
- 11 h. Whether Defendants failed to timely pay all wages due to Plaintiff and the
12 other class members during their employment;
- 13 i. Whether Defendants complied with wage reporting as required by the
14 California Labor Code; including, *inter alia*, section 226;
- 15 j. Whether Defendants kept complete and accurate payroll records as
16 required by the California Labor Code, including, *inter alia*, section
17 1174(d);
- 18 k. Whether Defendants failed to pay reporting time pay to Plaintiff and the
19 other class members;
- 20 l. Whether Defendants failed to pay vested vacation time to Plaintiff and the
21 other class members;
- 22 m. Whether Defendants failed to reimburse Plaintiff and the other class
23 members for necessary business-related expenses and costs;
- 24 n. Whether Defendants failed to provide notice to Plaintiff and other class
25 members in violation of California Labor Code section 2810.5;
- 26 o. Whether Defendants' conduct was willful or reckless;
- 27 p. Whether Defendants engaged in unfair business practices in violation of
28 California Business & Professions Code section 17200, et seq.;

q. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

r. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

17. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

18. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

19. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

20. Plaintiff was employed by Defendants and the alleged violations were committed against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and all current and former non-exempt employees employed by Defendant within the State of California at any time during the period from November 6, 2019 to final judgment are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

21. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

b. The aggrieved employee shall give written notice by online submission (hereinafter "Employee's Notice") to the LWDA and by U.S. Certified Mail the employer of the specific provisions of the California Labor Code

1 alleged to have been violated, including the facts and theories to support
2 the alleged violations.

3 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
4 employer and the aggrieved employee by certified mail that it does not
5 intend to investigate the alleged violation within sixty (60) calendar days
6 of the postmark date of the Employee’s Notice. Upon receipt of the
7 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
8 (65) calendar days of the postmark date of the Employee’s Notice, the
9 aggrieved employee may commence a civil action pursuant to California
10 Labor Code section 2699 to recover civil penalties in addition to any other
11 penalties to which the employee may be entitled.

12 22. On November 6, 2020, former plaintiff Sarah Andrews provided written notice
13 by U.S. Certified Mail to the LWDA and to Defendant of the specific provisions of the California
14 Labor Code alleged to have been violated, including the facts and theories to support the alleged
15 violations. Former plaintiff SARAH ANDREWS did not receive an LWDA Notice within sixty-
16 five (65) calendar days of the date of submission of former plaintiff SARAH ANDREW’s notice.

17 23. On March 12, 2021, former Plaintiff Sarah Andrews provided an amended written
18 notice by U.S. Certified Mail to the LWDA and to Defendant of the specific provisions of the
19 California Labor Code alleged to have been violated, including the facts and theories to support
20 the alleged violations.

21 24. On April 18, 2023, Plaintiff provided an amended written notice by U.S. Certified
22 Mail to the LWDA and to Defendant of the specific provisions of the California Labor Code
23 alleged to have been violated, including the facts and theories to support the alleged violations,
24 and advised the LWDA that Plaintiff intends to substitute former plaintiff Sarah Andrews in the
25 Complaint with Jeannette Salazar.

26 25. Therefore, Plaintiff has satisfied the administrative prerequisites under California
27 Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of
28 California Labor Code sections 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 551,

552, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2810.5, and Industrial Welfare Commission (“IWC”) Wage Orders, including *inter alia*, IWC Wages Orders 1-2001, 4-2001 and 7-2001.

GENERAL ALLEGATIONS

26. At all relevant times set forth herein, Defendants employed Plaintiff and other class members and aggrieved employees within the State of California.

27. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee from approximately March 2009 to approximately May 2022 in the State of California.

28. Defendants hired Plaintiff and the other class members and aggrieved employees, classified them as non-exempt employees, and failed to compensate them for all hours worked, missed, late, short, and/or interrupted meal periods and/or rest breaks.

29. Defendants had the authority to hire and terminate Plaintiff and the other class members and aggrieved employees, to set work rules and conditions governing Plaintiff’s and the other class members’ and aggrieved employees’ employment, and to supervise their daily employment activities.

30. Defendants exercised sufficient authority over the terms and conditions of Plaintiff’s and the other class members’ and aggrieved employees’ employment for them to be joint employers of Plaintiff and the other class members and aggrieved employees.

31. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members and aggrieved employees.

32. Defendants continue to employ non-exempt employees within the State of California.

33. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and the other class members and aggrieved employees worked over eight (8) hours in a day, forty (40) hours in a week, and/or over six (6) consecutive days in a workweek during their employment with Defendants.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants

engaged in a uniform policy and systematic scheme of wage abuse against their non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest breaks, failing to pay them for vested vacation time, and failing to provide reporting time pay in violation of California law.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving wages for overtime compensation.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to use the shift differential pay/non-discretionary production bonuses/non-discretionary performance, commission, and incentive pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiff and the other class members and aggrieved employees earned shift differential pay/commissions/non-discretionary production bonuses/non-discretionary performance pay, commissions, incentives and overtime wages in the same workweek

37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to pay equal to half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for each workday in which Plaintiff and the other class members and aggrieved employees were required to report to work and were furnished less than half the usual or scheduled day's work.

38. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to pay equal to no less than two (2) hours at Plaintiff's and the other class members' and aggrieved employees' regular rate of pay for each day in which Plaintiff and the other class members and aggrieved employees were required to report for work a second time in one workday and were furnished less than two hours of work on the second reporting.

39. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other class members and aggrieved employees the required rest and meal periods during the relevant time period as required under the applicable IWC Wage Orders and thus they are entitled to any and all applicable penalties.

40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other class members' and aggrieved employees' regular rate of pay when a meal period was missed, short, late, and/or interrupted and they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other class members' and aggrieved employee's regular rate of pay when a meal period was missed, short, late, and/or interrupted.

41. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class members' and aggrieved employees' regular rate of pay when a rest period was missed, short, late, and/or interrupted and they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class members' and aggrieved employees' regular rate of pay when a rest period was missed, short, late, and/or interrupted.

42. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

43. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that the class members and aggrieved employees were entitled to receive all wages owed to them upon discharge or resignation, including overtime and straight time wages, reporting time pay, wages for vested vacation time, and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

1 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members and aggrieved employees
3 were entitled to receive all wages owed to them during their employment. Plaintiff and the other
4 class members and aggrieved employees did not receive payment of all wages, including
5 overtime wages, minimum wages, straight time wages, reporting time pay, wages for vested
6 vacation time, and meal and rest period premiums, within any time permissible under California
7 Labor Code section 204.

8 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and the other class members and aggrieved employees
10 were entitled to receive complete and accurate wage statements in accordance with California
11 law, but, in fact, they did not receive complete and accurate wage statements from Defendants.
12 The deficiencies included, *inter alia*, the failure to include the total number of hours worked by
13 Plaintiff and the other class members and aggrieved employees, failure to include the correct
14 overtime rates, and failure to include all meal and rest premiums owed to Plaintiff and the other
15 class members and aggrieved employees.

16 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that Defendants had to keep complete and accurate payroll records
18 for Plaintiff and the other class members and aggrieved employees in accordance with California
19 law, but, in fact, did not keep complete and accurate payroll records.

20 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiff and the other class members and aggrieved employees
22 were entitled to reimbursement for necessary business-related expenses and costs, including but
23 not limited to, usage of personal cell phones for work duties, mileage for the use of personal
24 vehicles, and the purchase and maintenance of work clothing and personal protective equipment
25 (e.g., scrubs) and shoes in compliance with Defendants' dress code policy.

26 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that they had a duty to compensate Plaintiff and the other class
28 members and aggrieved employees pursuant to California law, and that Defendants had the

1 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
2 do so, and falsely represented to Plaintiff and the other class members and aggrieved employees
3 that they were properly denied wages, all in order to increase Defendants' profits.

4 49. At all material times set forth herein, Defendants failed to pay overtime wages to
5 Plaintiff and the other class members and aggrieved employees. Plaintiff and the other class
6 members and aggrieved employees were required to work more than eight (8) hours per day,
7 forty (40) hours per week, and/or six (6) consecutive days per week without overtime
8 compensation.

9 50. At all material times set forth herein, Defendants failed to provide uninterrupted
10 meal and rest periods to Plaintiff and the other class members and aggrieved employees.

11 51. At all material times set forth herein, Defendants failed to pay Plaintiff and the
12 other class members and aggrieved employees at least minimum wages for all hours worked.

13 52. At all material times set forth herein, Defendants failed to pay the class members
14 and aggrieved employees all wages owed to them upon discharge or resignation.

15 53. At all material times set forth herein, Defendants failed to pay Plaintiff and the
16 other class members' and aggrieved employees' wages within any time permissible under
17 California law, including, *inter alia*, California Labor Code section 204.

18 54. At all material times set forth herein, Defendants failed to provide complete and
19 accurate wage statements to Plaintiff and the other class members and aggrieved employees.

20 55. At all material times set forth herein, Defendants failed to provide notice to
21 Plaintiff and other class members and aggrieved employees as required by California Labor Code
22 section 2810.5.

23 56. At all material times set forth herein, Defendants failed to keep complete and
24 accurate payroll records for Plaintiff and the other class members and aggrieved employees.

25 57. At all material times set forth herein, Defendants failed to reimburse Plaintiff and
26 the other class members and aggrieved employees for necessary business-related expenses and
27 costs, including but not limited to, usage of personal cell phones for work duties, mileage for the
28 use of personal vehicles, and the purchase and maintenance of clothing and personal protective

equipment (e.g., scrubs) and shoes in compliance with Defendants' dress code policy.

58. At all material times set forth herein, Defendants failed to properly compensate Plaintiff and the other class members and aggrieved employees pursuant to California law in order to increase Defendants' profits.

59. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)

60. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 59, and each and every part thereof with the same force and effect as though fully set forth herein.

61. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

62. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or more than six (6) consecutive days in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day, more than forty (40) hours in a workweek, or the first eight (8) hours worked on the seventh day in a workweek.

63. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

64. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a

day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

65. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of six (6) consecutive days in a workweek.

66. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members.

67. Defendants' failure to pay Plaintiff the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

68. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)

69. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 68, and each and every part thereof with the same force and effect as though fully set forth herein.

70. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

71. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

72. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work

1 for a work period of more than five (5) hours per day without providing the employee with a
2 meal period of not less than thirty (30) minutes, except that if the total work period per day of the
3 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
4 both the employer and employee.

5 73. At all relevant times, the applicable IWC Wage Order and California Labor Code
6 section 512(a) further provide that an employer may not require, cause or permit an employee to
7 work for a work period of more than ten (10) hours per day without providing the employee with
8 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
9 hours worked is no more than twelve (12) hours, the second meal period may be waived by
10 mutual consent of the employer and the employee only if the first meal period was not waived.

11 74. During the relevant time period, Plaintiff and the other class members who were
12 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
13 legally-mandated meal periods by mutual consent, were required to work for periods longer than
14 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
15 rest period.

16 75. During the relevant time period, Defendants' failed to relieve Plaintiff and the
17 other class members of all duties, failed to relinquish control over Plaintiff and the other class
18 members' activities, failed to permit Plaintiff and the other class members a reasonable
19 opportunity to take, and impeded or discouraged them from taking thirty (30) minute
20 uninterrupted meal periods no later than the end of their fifth hour of work for shifts lasting at
21 least six (6) hours, and/or take second thirty (30) minute uninterrupted meal periods no later than
22 their tenth hour of work for shifts lasting more than ten (10) hours.

23 76. During the relevant time period, Plaintiff and the other class members who were
24 scheduled to work for a period of time in excess of six (6) hours were required to work for
25 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
26 (30) minutes and/or rest period.

27 77. During the relevant time period, Defendants intentionally and willfully required
28 Plaintiff and the other class members to work during meal periods and failed to compensate

Plaintiff and the other class members the full meal period premium for work performed during meal periods.

78. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

79. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

80. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)

81. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 80, and each and every part thereof with the same force and effect as though fully set forth herein.

82. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

83. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

84. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half

(3 ½) hours.

85. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

86. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

87. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7

88. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

89. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each workday that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)

90. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 89, and each and every part thereof with the same force and effect as though fully set forth herein.

91. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

92. During the relevant time period, Defendants failed to pay wages, including, *inter alia*, minimum wages, overtime wages, straight time wages, meal and rest premiums, wages for vested vacation time, and reporting time pay, to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

93. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

94. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

95. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)

96. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 95, and each and every part thereof with the same force and effect as though fully set forth herein.

97. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

98. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

99. Defendants' failure to pay Plaintiff and the other class members who are no longer

employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

100. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

101. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)

102. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 101, and each and every part thereof with the same force and effect as though fully set forth herein.

103. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

104. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

105. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

106. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period

permissible under California Labor Code section 204.

107. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)

108. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 107, and each and every part thereof with the same force and effect as though fully set forth herein.

109. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

110. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members, failure to include the correct overtime rates, and failure to include all meal and rest premiums owed to Plaintiff and the other class members.

111. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

112. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

113. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

114. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)

115. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 114, and each and every part thereof with the same force and effect as though fully set forth herein.

116. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

117. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

118. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

119. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)

120. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 119, and each and every part thereof with the same force and effect as though fully set forth herein.

121. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

122. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

123. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs, including but not limited to, usage of personal cell phones for work duties, mileage for the use of personal vehicles, and the purchase and maintenance of work clothing and personal protective equipment (e.g., scrubs) and shoes in compliance with Defendants' dress code policy.

124. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq. and 17203)

(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)

125. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 124, and each and every part thereof with the same force and effect as though fully set forth herein.

126. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

127. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

128. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum, overtime, and reporting time wages and meal and rest premiums violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802. Defendants also violated California Labor Code section 2810.5 by failing to provide notice to Plaintiff and other class members.

129. As a result of the herein described violations of California law, Defendants

unlawfully gained an unfair advantage over other businesses.

130. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

131. Pursuant to California Business & Professions Code sections 17200, et seq., and 17203, Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences May 1, 2018; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs; and an injunction prohibiting Defendants from further violating the Labor Code.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 2698, et seq.)

(Against AMERISOURCEBERGEN DRUG CORPORATION and DOES 1 through 100)

132. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 131, and each and every part thereof with the same force and effect as though fully set forth herein.

133. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

134. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

135. Plaintiff and the other non-exempt employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

136. Defendants' failure to pay overtime in violation of the IWC Wage Orders and California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

137. Defendants' failure to provide legally required meal periods in violation of the IWC Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above, constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

138. Defendants' failure to provide legally required rest periods in violation of the IWC Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

139. Defendants' failure to pay minimum wages in violation of the IWC Wage Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Provide Notice to Employees

140. Defendants' failure to provide notice containing requisite information in violation of California Labor Code section 2810.5, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 2810.5.

Failure to Pay Reporting Time Pay

141. Defendants' failure to pay reporting time pay in violation of the IWC Wage Orders and California Labor Code section 1198, as alleged above, constitutes unlawful or unfair activity prohibited by IWC Wage Orders and by California Labor Code section 1198.

Failure to Pay Vested Vacation Time

142. Defendants' failure to pay vested vacation time in violation California Labor Code section 227.3, as alleged above, constitutes unlawful or unfair activity prohibited by California Labor Code section 227.3.

Failure to Timely Pay Wages During Employment

143. Defendants' failure to timely pay wages during employment in violation of California Labor Code section 204, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Timely Pay Wages Upon Termination

144. Defendants' failure to timely pay wages upon termination in violation of California Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Provide Complete and Accurate Wage Statements

145. Defendants' failure to provide complete and accurate wage statements in violation of California Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

146. Defendants' failure to keep complete and accurate payroll records in violation of California Labor Code section 1174(d), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

147. Defendants' failure to reimburse necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

148. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

149. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

150. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action as to the first ten causes of action;
2. That Plaintiff be appointed as the representative of the Class as to the first ten causes of action;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class

members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(b);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(b);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

- 1 49. For actual, consequential and incidental losses and damages, according to proof;
2 50. For the imposition of civil penalties and/or statutory penalties;
3 51. For reasonable attorneys' fees and costs of suit incurred herein; and
4 52. For such other and further relief as the Court may deem just and proper.

5 **As to the Tenth Cause of Action**

6 53. That the Court decree, adjudge and decree that Defendants violated California
7 Business and Professions Code sections 17200, et seq. by failing to pay Plaintiff and the other
8 class members all minimum, overtime, straight time, and reporting time wages and meal and rest
9 premiums due to them, failing to provide all meal and rest periods to Plaintiff and the other class
10 members, failing to pay at least minimum wages to Plaintiff and the other class members, failing
11 to pay Plaintiff's and the other class members' wages timely as required by California Labor
12 Code sections 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 551, 552, 1174, 1194,
13 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2810.5, and by violating California Labor Code
14 sections 1174, 2800, 2802, 2810.5, and Industrial Welfare Commission Wage Orders 1-2001, 4-
15 2001, and 7-2001.

16 54. For restitution of unpaid wages to Plaintiff and all the other class members and
17 all pre-judgment interest from the day such amounts were due and payable;

18 55. For the appointment of a receiver to receive, manage and distribute any and all
19 funds disgorged from Defendants and determined to have been wrongfully acquired by
20 Defendants as a result of violation of California Business and Professions Code sections 17200,
21 et seq.;

22 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
23 California Code of Civil Procedure section 1021.5;

24 57. For injunctive relief to ensure compliance with this section, pursuant to California
25 Business and Professions Code sections 17200, et seq. and 17203; and

26 58. For such other and further relief as the Court may deem just and proper.
27
28

As to the Eleventh Cause of Action

59. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and (g) plus costs/expenses and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 551, 552, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and IWC Wage Orders, including *inter alia*, IWC Wage Orders 1-2001, 4-2001, and 7-2001; and

61. For such other and further relief as the Court may deem equitable and appropriate.

DATED: 8/25/2023

LAWYERS for JUSTICE, PC

By: 

Annabel Blanchard
Attorneys for Plaintiff Jeannette Salazar

EXHIBIT 3

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JEANNETTE SALAZAR, individually, and
on behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

v.

AMERISOURCEBERGEN DRUG
CORPORATION, a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No.: 34-2021-00301017-CU-OE-GDS

Honorable Jill H. Talley
Department 27

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 29, 2023
Time: 9:00 a.m.
Department: 27

Complaint Filed: May 18, 2021
FAC Filed: July 27, 2023
Trial Date: None Set

1 This matter has come before the Honorable Jill H. Talley in Department 27 of the Superior
2 Court of the State of California, for the County of Sacramento, on September 29, 2023 at 9:00 a.m.
3 for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for Justice, PC
4 appeared as counsel for Plaintiff Jeannette Salazar ("Plaintiff"), individually and on behalf of all
5 others similarly situated and other aggrieved employees and Morgan, Lewis & Bockius LLP
6 appeared as counsel for Defendant AmerisourceBergen Drug Corporation ("ABDC" or
7 "Defendant") (together Plaintiff and Defendant are referred to as the "Parties").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement
13 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**" to
14 the Declaration of Brian J. St. John in Support of Plaintiff's Motion for Preliminary Approval of
15 Class Action and PAGA Settlement Agreement. This is based on the Court's determination that the
16 Settlement falls within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
24 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the case. It further appears that the Settlement has been reached as the result
26 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

27 ///

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Service Payment, Settlement Administration Costs, PAGA Allocation,
3 and payments to the Settlement Class Members provided thereby, appear to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
5 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement awards made available to the Class Members and
7 PAGA Members are fair, adequate, and reasonable when balanced against the probable outcome of
8 further litigation relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets
10 the requirements for certification under section 382 of the California Code of Civil Procedure in
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
13 community of interest amongst the members of the Class with respect to the subject matter of the
14 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
15 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
16 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
17 Counsel is qualified to act as counsel for Plaintiff in his individual capacity and as the representative
18 of the Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All current and former non-exempt employees employed by Defendant within the
22 State of California at any time during the period from May 1, 2018 through April 26,
23 2023 (Class Period).

24 7. If the number of Eligible Workweeks exceeds a certain number, Defendant will have
25 the option to supplement the settlement fund by a certain amount or shorten the end date of the Class
26 Period, as provided for in the Settlement Agreement.

27 8. The Court provisionally appoints Arby Aiwarzian, Joanna Ghosh and Brian J. St.
28 John of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

 9. The Court provisionally appoints Plaintiff Jeannette Salazar as the representative of

the Class (“Class Representative”).

10. The Court provisionally appoints Phoenix Settlement Administrators (“Phoenix”) to handle the administration of the Settlement (“Settlement Administrator”).

11. Within thirty (30) calendar days of the date of this Order, Defendant shall provide the Settlement Administrator with the following information about each Class Member: full name, last known mailing address, Social Security number, and the number of Eligible Workweeks and Eligible Pay Periods (if applicable) (collectively referred to as the “Database”) in conformity with the Settlement Agreement.

12. The Court approves, both as to form and content, the Notice of Class Action Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting an Opt-Out Request, of Class Members’ right to dispute the Eligible Workweeks credited to each of them, and of each Settlement Class Member’s right and opportunity to object to the Settlement by submitting a written Objection to the Administrator and/or presenting their objection orally at the Final Approval Hearing. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members within fourteen (14) calendar days of receipt of the Database, pursuant to the terms set forth in the Settlement Agreement.

13. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a timely Opt-Out Request in conformity with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later than the date which is forty-five (45) calendar days from the initial mailing of

1 the Class Notice to Class Members (“Response Deadline”), or, for those Class Members to whom
2 Class Notices are re-sent, after having been returned undeliverable to the Settlement Administrator,
3 the Response Deadline will be extended by fifteen (15) calendar days from the original deadline.
4 Any such person who timely and validly chooses to opt out of, and be excluded from, the Class
5 Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by
6 the Class Settlement or have any right to object, appeal, or comment thereon. However, all current
7 and former non-exempt employees employed by Defendant within the State of California during the
8 PAGA Period will still receive an Individual PAGA Payment, and will be bound by the PAGA
9 Settlement, regardless of whether he or she submitted a timely and valid Opt-Out Request to the
10 Class Settlement. Class Members who have not submitted a timely and valid Opt-Out Request to
11 be excluded from the Settlement (i.e., Settlement Class Member) shall be bound by terms and
12 conditions of the Settlement Agreement, the Class Settlement, and any final judgment based thereon.
13 PAGA Members will be bound to the PAGA Settlement irrespective of whether they exercise their
14 option to submit an Opt-Out Request to opt out of the Class Settlement. Class Members who do not
15 submit a timely and valid Opt-Out Request are deemed to be Settlement Class Members under the
16 Settlement Agreement, entitled to all benefits and bound by all terms and conditions of the Class
17 Settlement, including the Settlement Class Members’ release of Released Class Claims.

18 14. A Final Approval Hearing shall be held before this Court on
19 _____ at _____ a.m./p.m. in
20 Department 27 of the Sacramento County Superior Court, located at Gordon D. Schaber Courthouse,
21 720 Ninth Street, Sacramento, California 95814, to determine all necessary matters concerning the
22 Settlement, including: whether the proposed settlement of the action on the terms and conditions
23 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
24 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the
25 plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable
26 to the Class Members and PAGA Members; and determine whether to finally approve the requests
27 for the Attorneys’ Fees and Costs, Service Payment, and Settlement Administration Costs.

28 15. Class Counsel shall file a motion for final approval of the Settlement and for

1 Attorneys' Fees and Costs, Service Payment, and Settlement Administration Costs, along with the
2 appropriate declarations and supporting evidence, including the Settlement Administrator's
3 declaration, by _____, to be heard
4 at the Final Approval Hearing.

5 16. To object to the Class Settlement, a Settlement Class Member must send his or her
6 Objection in writing to the Settlement Administrator on or before the Response Deadline or directly
7 present his or her objection orally to the Court at the Final Approval Hearing. The written Objection
8 must be signed and must contain (a) the case name and number of the Action, (b) contain the
9 objector's full name, signature, mailing address, telephone number, and last four digits of Social
10 Security number, (c) contain a written statement of all grounds for the objection accompanied by
11 any legal support for such objection, (d) contain copies of any papers, briefs, or other documents
12 upon which the objection is based, and (e) be submitted by mail to the Settlement Administrator at
13 the specified address, postmarked on or before the Response Deadline.

14 17. The Settlement is not a concession or admission, and shall not be used against
15 Defendant as an admission or indication with respect to any claim of any fault or omission by
16 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
17 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
18 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
19 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
20 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
21 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
22 implementation, interpretation, or enforcement of the Settlement.

23 18. In the event the Settlement does not become effective in accordance with the terms
24 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
25 declared void, or fails to become effective in accordance with its terms for any reason, or if the Final
26 Approval Date does not occur, this Order shall be rendered null and void, shall be vacated, and the
27 Parties shall revert back to their respective positions as of before entering into the Settlement
28 Agreement.

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

5 **IT IS SO ORDERED.**

6
7 Dated: _____

By:

The Honorable Jill H. Talley
Judge of the Superior Court