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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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.

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

Defendants.

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

Honorable Jill H. Talley
Department 23

CLASS ACTION

**DECLARATION OF YAMI BURNS WITH
RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: February 23, 2024
Time: 10:30 a.m.
Department: 23

Complaint Filed: May 18, 2021
FAC Filed: August 16, 2023
Trial Date: None Set

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DECLARATION OF YAMI BURNS

I, Yami Burns, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for the consolidated action entitled *SALAZAR v. AMERISOURCEBERGEN DRUG CORPORATION* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties and subsequently approved and appointed by the Court to provide notice of the settlement of the Action and perform class administration duties in this Action. Pursuant to the Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Class Action and PAGA Settlement* (“Class Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of Eligible Workweeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the period from May 1, 2018 to April 26, 2023 (“Class Period”) and the number of PAGA Eligible Pay Periods that each PAGA Employee worked during the time period from November 6, 2019 to April 26, 2023 (“PAGA Period”); (iv) determining the validity of letters submitted by Class Members indicating requests to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement by the Settlement Class Members (“Notices of Objections”), and/or disputes regarding the number of Eligible Workweeks and/or PAGA Eligible Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and PAGA Settlement Payments to PAGA Employees; (vii) issuing the payment to Class Counsel for Attorneys’ Fees and Costs, the Class Representative Service Award to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

1 3. On November 2, 2023, Phoenix received a data file from Defendant’s Counsel that
2 contained each Class Member’s full name, employee ID number, last known address and telephone
3 number, number of Eligible Workweeks worked during the Class Period and PAGA Period, and
4 Social Security number (“Class Data”). The final mailing list contained one thousand four hundred
5 seventy-three (1,473) individuals identified as Class Members.

6 4. On November 4, 2023, Phoenix conducted a National Change of Address (“NCOA”)
7 search in an attempt to update and confirm the Class List addresses as accurately as possible. A
8 search of this database provides updated addresses for any individual who has moved in the previous
9 four (4) years and notified the U.S. Postal Service of their change of address. To the extent that an
10 updated address was found in the NCOA database, the updated address was used for the mailing of
11 the Class Notice. To the extent that no updated address was found in the NCOA database, the
12 original address provided by Counsel for Defendant was used for the mailing of the Class Notice.

13 5. On November 17, 2023, Phoenix mailed the Class Notice via U.S. First Class Mail
14 to all one thousand four hundred seventy-three (1,473) Class Members on the Class Data. A true
15 and correct copy of the mailed Class Notice is attached hereto as **Exhibit A**.

16 6. As of the date of this declaration, zero (0) Class Notices remain undeliverable.

17 7. As of the date of this declaration, Phoenix has received a timely and valid one (1)
18 Request for Exclusion from Class Members. The deadline to submit Requests for Exclusion from
19 the Class Settlement (“Response Deadline”) was January 2, 2024.

20 8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
21 from Class Members. The deadline for objecting to the Class Settlement (“Response Deadline”)
22 was January 2, 2024.

23 9. As of the date of this declaration, Phoenix has received zero (0) disputes of Eligible
24 Workweek from Class Members. The deadline for submitting a dispute was January 2, 2024
25 (“Response Deadline”).

26 10. There are one thousand four hundred seventy-two (1,472) Class Members who did
27 not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class
28 Members, representing 99.93% of the Class. Settlement Class Members have worked a collective

1 total of ninety-eight thousand three hundred ninety-one (98,391) Workweeks during the Class
2 Period. Each Eligible Workweek is valued at approximately \$12.66.

3 11. The Net Settlement Amount of one million two hundred forty-five thousand nine
4 hundred thirty dollars and ninety cents (\$1,245,930.90) available to pay Settlement Class Members
5 was determined by subtracting the requested Class Counsel attorneys' fees of eight hundred sixty
6 thousand six hundred fifty dollars (\$860,650.00), litigation costs of eighteen thousand dollars
7 (\$18,000.00), requested Class Representative Service Award to Plaintiff of five thousand dollars
8 (\$5,000.00), the allocation for the PAGA Amount of two hundred fifty thousand dollars
9 (\$250,000.00), employer-side taxes sixty-four thousand four hundred nineteen and ten cents
10 (\$64,419.10) and the requested Settlement Administration Costs of fourteen thousand five hundred
11 dollars (\$14,500.00) from the Total Settlement Amount of two million four hundred fifty-nine
12 thousand dollars (\$2,459,000.00).

13 12. Based upon the Net Settlement Amount and the amounts allocated in the Settlement,
14 the *highest* Individual Settlement Payment to be paid to a Settlement Class Member is
15 approximately three thousand two hundred seventy-nine dollars and seventy-three cents
16 (\$3,279.73); while the *average* Individual Settlement Payment to be paid to a Settlement Class
17 Member is approximately eight hundred forty-six dollars and forty-two cents (\$846.42). Settlement
18 Class Members will be issued payment of their Individual Settlement Payments subject to reduction
19 for the employee's share of taxes and withholdings with respect to the wages portion of the
20 Individual Settlement Payment.

21 13. Additionally, two hundred fifty thousand dollars (\$250,000.00) of the Gross
22 Settlement Amount has been allocated toward penalties under the Private Attorneys General Act
23 ("PAGA Amount"), of which 75%, or one hundred eighty-seven thousand five hundred dollars
24 (\$187,500.00), shall be paid to the Labor and Workforce Development Agency ("LWDA
25 Payment"), and 25%, or sixty-two thousand five hundred dollars (\$62,500.00), of which shall be
26 paid to all current and former hourly-paid or non-exempt employees who worked for Defendant
27 within the State of California at any time during the PAGA Period ("PAGA Employees"). There
28 are one thousand two hundred thirty-five (1,235) PAGA Employees who worked a total of thirty-

1 six thousand one hundred thirty-six (36,136) PAGA Eligible pay periods during the PAGA Period.
2 The *highest* Individual PAGA Payment to be paid to a PAGA Employee is approximately one
3 hundred sixty dollars and nine cents (\$160.09), and the *average* PAGA Settlement Payment to be
4 paid to a PAGA Employee is approximately forty-two dollars and forty-three cents (\$42.43).

5 14. Phoenix's costs associated with the administration of this matter (Settlement
6 Administration Costs) are fourteen thousand five hundred dollars (\$14,500.00). This includes all
7 costs incurred to date, as well as anticipated fees and costs for completion of the settlement
8 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

9
10 I declare under penalty of perjury of the laws of the State of California that the foregoing is
11 true and correct.

12 Executed this 29th day of January 2024, at Orange, California.

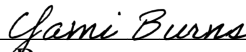
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15 YAMI BURNS

Exhibit A

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 April 26, 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 April 26, 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 October 3, 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 February 23, 2024, at 10:30 a.m. in Department 27 of the Sacramento County Superior Court located at 720 Ninth Street, Sacramento, California 95814. 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

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Palo Alto, California 94304

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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 April 26, 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 42. Based on that, your anticipated approximate Individual Settlement Share is \$531.73.

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 April 26, 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 0. Based on that, your anticipated approximate Individual PAGA Payment is \$0.00.

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 (800) 523-5773 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 January 2, 2024. 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 January 2, 2024. Requests to opt out postmarked after the deadline will be invalid.

Jeannette Salazar v. AmerisourceBergen Drug Corporation
 c/o Phoenix Settlement Administrators
 P.O. Box 7208
 Orange, CA 92863
salazar-v-amerisourcebergen-drug.phoenixcases.com

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 PGA 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 January 2, 2024, at the following address:

Jeannette Salazar v. AmerisourceBergen Drug Corporation
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

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 February 23, 2024 at 10:30 a.m. of the Superior Court of California, County of Sacramento located at 720 Ninth Street, Sacramento, California 95814, Department 27. 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 1-800-523-5773, or you can write to *Jeannette Salazar v. AmerisourceBergen Drug Corporation*, Class Action Settlement Administrator at P.O. Box 7208, Orange, CA 92863, salazar-v-amerisourcebergen-drug.phoenixcases.com

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

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	1472
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	1472
Subtotal Admin Only	\$14,556.22

TOTAL COSTS	\$14,500.00
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January 29, 2024

Case: Salazar v. AmerisourceBergen Drug Corporation

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	147	\$294.40
NCOA (USPS)	\$0.15	1472	\$220.80
		Total	\$1,255.20

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.15	1,472	\$220.80
Notice Packet & Opt-Out Form	\$1.30	1,472	\$1,913.60
Estimated Postage (up to 1 oz.)	\$0.60	1,472	\$883.20
		Total	\$3,332.60

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	350	\$350.00
Remail Notice Packets	\$1.30	347	\$451.10
Estimated Postage	\$0.60	347	\$208.20
Programing Undeliverables	\$50.00	1	\$50.00
		Total	\$1,224.30

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$150.00	2	\$300.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	1	\$10.00
Case Manager	\$85.00	3	\$255.00
		Total	\$930.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	2	\$270.00
Programming Manager	\$95.00	3	\$285.00
QSF Fees, Bank Account & EIN	\$135.00	1	\$135.00
Check Run Setup & Printing	\$135.00	13	\$1,755.00
Mail Class Checks, W2 and 1099 *	\$0.85	1,472	\$1,251.20
Estimated Postage Checks, W2 and 1099	\$0.61	1,472	\$897.92
Total			\$4,864.12

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$60.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$2,950.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$14,556.22