

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Amara O’Neill (“Plaintiff”) and Defendant Robinson Pharma, Inc. (“Defendant”). Plaintiff and Defendant are collectively referred to as the “Parties,” with each being referred to as a “Party.”

RECITALS

Whereas, on December 23, 2020, Plaintiff filed an action in the Superior Court of California for the County of Orange titled *Amara O’Neill v. Robinson Pharma, Inc., et al.*, Case No. 30-2020-01176039-CU-OE-CJC (the “Action”), asserting individual claims for: (1) sexual assault and intimidation by violence; (2) sexual assault and battery; (3) sexual harassment and hostile work environment; (4) failure to prevent harassment; (5) retaliation; (6) whistleblower retaliation; (7) wrongful termination; and (8) intentional infliction of emotion distress;

Whereas, on January 29, 2021, Plaintiff filed a First Amended Complaint in the Action adding to the claims set forth in the original complaint claims under the California Labor Code and Unfair Competition Law for: (1) failure to reimburse business expenses; (2) failure to pay wages; (3) failure to pay all wages at termination; (4) failure to provide accurate wage statements; and (5) unfair business practices. Plaintiff sought to pursue these added claims on a class basis;

Whereas, on May 13, 2021, Plaintiff filed a Second Amended Complaint in the Action asserting an additional cause of action for the recovery of civil penalties pursuant to California’s Private Attorneys General Act (“PAGA”);

Whereas, on November 17, 2022, the Court granted Plaintiff’s Motion for Class Certification and certified a class comprised of all non-exempt employees of Robinson Pharma, Inc. from January 29, 2017 through November 17, 2022;

Whereas, the Court approved the distribution of class notices to all non-exempt employees who comprised the class certified on November 17, 2022, which among other things, provided each individual information regarding their ability to opt out of the class and the procedures for doing so;

Whereas, at the conclusion of the notice periods, approximately 1,592 persons did not opt out of the settlement and comprise class members of the certified class;

Whereas, the Parties agreed to attempt to resolve the Action (excluding Plaintiff's individual non-wage and hour claims) through mediation and, pursuant to such agreement, participated on August 9, 2023, in a full-day mediation before mediator Gail Glick. The case did not settle that day, but the Parties did ultimately agree to a mediator's proposal on August 11, 2023;

Whereas, the mediator's proposal and this Settlement do not in any way settle, resolve or release Plaintiff's individual non-wage and hour claims which include but are not limited to her claims for: (1) sexual assault and intimidation by violence; (2) sexual assault and battery; (3) sexual harassment and hostile work environment; (4) failure to prevent harassment; (5) retaliation; (6) whistleblower retaliation; (7) wrongful termination; and (8) intentional infliction of emotion distress;

Whereas, Class Counsel has made a thorough and independent investigation of the facts and law relating to the allegations in the Action and of other potential claims that could have been asserted, including those in the Class Member Release stated in Paragraph 15 below. In agreeing to this Settlement Agreement, Plaintiff has considered: (a) the facts developed during discovery, class certification, the Parties' mediation process, and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendant; and (c) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Plaintiff has concluded that the terms of this Settlement are fair, reasonable and adequate, and that it is in the best interests of the Class Members to settle their claims against Defendant pursuant to the terms set forth herein;

Whereas, Defendant denies all claims as to liability, damages, penalties, interest, fees, and all other forms of relief, and denies the allegations asserted in the Action. Defendant has agreed to resolve the Action via this Settlement, but to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action upon all procedural, merits, and factual grounds, including, without limitation, the ability to move to decertify the class, as well as

asserting any and all other privileges and potential defenses. This Settlement Agreement shall not be construed as an admission by Defendant or any of the Released Parties (as defined below) of any fault, liability or wrongdoing, which Defendant expressly denies;

Whereas, the Parties recognize that Court approval of this Settlement is required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants final approval of it and the Settlement Effective Date occurs;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties hereto as follows:

DEFINITIONS

RELATING TO CLASS MEMBERSHIP:

1. “Class Members” means the individuals that comprise the class certified by the Court on November 17, 2022, which include all non-exempt employees of Robinson Pharma, Inc. from January 29, 2017 through November 17, 2022, and that did not opt out from the Certified Class.

2. “Class” or “Certified Class” is the group of people comprised of the Class Members.

3. “Class Period” means the period January 29, 2017 through July 1, 2023.

RELATING TO CLASS NOTICE:

4. “Class List” means an electronic database containing a list of all Class Members that Defendant will compile from their records. The Class List shall include each Class Member’s: (1) full name, (2) last known address; (3) last known telephone number (if any); (4) Social Security number or tax ID number; and (5) the total number of workweeks that each Class Member worked in the state of California between January 29, 2017 and July 1, 2023.

5. “Notice Packet” and “Notice” means the document attached as **Exhibit A**. The Notice Packet shall not include an opportunity for a Class Member to opt-out of the Settlement, but will advise the Class Member of his/her opportunity to object to the Settlement.

6. “Response Deadline” means 40 calendar days after the date on which the Settlement Administrator initially mails Notice Packets to the Class Members.

RELATING TO CLASS PAYMENT:

7. “Gross Settlement Amount” means the maximum, non-reversionary total amount that Defendant shall pay in connection with this Agreement. The Gross Settlement Amount is the gross sum of Three Million Four Hundred Ninety-Five Thousand Dollars (\$3,495,000.00). The Gross Settlement Amount includes: (a) all Individual Class Member Awards; (b) the payment to the Labor Workforce Development Agency for its share of the PAGA Payment; (c) Class Representative Service Payment; (d) Class Counsel’s Attorneys’ Fees and Costs; and (e) Settlement Administration Costs to the Settlement Administrator. The Parties agree that Defendant will have no obligation to pay any amount in connection with this Agreement apart from the Gross Settlement Amount, Defendant’s employer’s portion of payroll taxes on the Individual Class Member Awards and any potential increase in connection with the Escalator Clause set forth in section 32 below.

8. The “Net Settlement Amount” means the Gross Settlement Amount less: (a) Class Representative Service Payment; (b) Class Counsel’s Attorneys’ Fees and Costs; (c) the payment to the Labor Workforce Development Agency for its share of the PAGA Payment; and (d) Settlement Administration Costs to the Settlement Administrator. The Net Settlement Fund will be distributed to the Class Members consistent with the calculation method provided in Paragraph 31 below. The Parties acknowledge that all of these amounts are subject to the Court’s approval.

9. “PAGA Payment” means the amount of the Gross Settlement Amount allocated to settle all claims and remedies under the Private Attorneys’ General Act, California Labor Code section 2698, *et seq.* The PAGA Payment shall be \$800,000.00, of which 75%, or \$600,000.00 shall be paid to the Labor Workforce Development Agency out of the Gross Settlement. The remaining 25%, or \$200,000.00, shall be paid to the Class Members out of the Net Settlement Amount.

RELATING TO OTHER PAYMENTS:

10. “Class Counsel” means Torey Joseph Favarote of Gleason & Favarote LLP, located at 4014 Long Beach Blvd., Suite 300, Long Beach, California 90807.

11. “Class Counsel’s Attorneys’ Fees and Costs” means attorneys’ fees and costs agreed upon by the Parties, and subject to approval by the Court, for Class Counsel’s fees and costs incurred in investigation of the Action, litigation of the Action, resolution of the Action, administration of the Settlement, including fees and costs incurred through final approval and disbursement of payments under this Settlement and obtaining entry of the Judgment, and which shall not exceed thirty-three point three three percent (33.33%) of the Gross Settlement Amount, or \$1,165,000.00 plus actual litigation costs up to Thirty Thousand Dollars (\$30,000.00). Defendant agrees not to challenge or oppose Class Counsel’s motion or application for attorneys’ fees and costs up to these amounts.

12. “Class Representative Service Payment” means the amount that may be paid upon Court approval to Plaintiff Amara O’Neill in recognition of her effort and work in prosecuting the Action on behalf of the Class Members, which shall not exceed \$10,000.00. Defendant agrees not to challenge or oppose Class Counsel’s motion or application for a Class Representative Service Payment up to the amount stated in this paragraph.

13. “Settlement Administrator” means ILYM Group, Inc. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

14. “Settlement Administration Costs” or “Administrator Costs” or “Administration Costs” means the costs payable from the Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Class Member, distributing the Settlement Amount, providing necessary reports and declarations, coordinating the translation of the Notice Packet to Vietnamese, and other duties and responsibilities set forth herein to process this Settlement, and as requested jointly by the Parties, and which shall not exceed \$20,000.00.

RELATING TO RELEASED CLAIMS AND RELEASED PARTIES:

15. “Class Member Release” means the following release of claims, which is given by each Class Member:

I hereby fully, forever, irrevocably, and unconditionally release and discharge for the time period of January 29, 2017, through July 1, 2023, Robinson Pharma, Inc., and its affiliated entities, related companies, predecessors, successors, direct and indirect parent companies, subsidiaries and insurers, and each of these entities’ present or past owners, officers, directors, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, personal or legal representatives, assigns, and all persons acting by, through, under, or in concert with them (collectively each of these, including Robinson Pharma, Inc., is referred to hereinafter as the “Released Parties”), from any and all claims that would have or could have arisen from the facts or circumstances alleged in any pleading in the Action, including but not limited to the Third Amended Complaint and any of Plaintiff’s PAGA Letters, including the Supplemental PAGA Letter (“Released Claims”). The Released Claims include claims for: the purported payment or nonpayment of wages or other compensation (including, but not limited to, minimum wages, overtime wages, and/or premium pay); failure to pay wages at the correct regular rate (including, overtime, meal or rest period premiums, and sick leave); meal or rest period premiums; failure to pay for all hours worked; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide compliant meal and rest periods; failure to accurately record time, including all time worked (due to, for example, off-the-clock work, rounding, and auto-deduction); failure to provide timely or compliant wage statements; failure to maintain records; failure to track, provide, or pay sick leave; failure to provide one day’s rest in seven; unreimbursed business expenses; unfair business practices; statutory penalties, including waiting time penalties; violations of any provisions of the Industrial Welfare Commission Wage Orders; claims under the Private Attorneys General Act, including claims for penalties under California Labor Code sections: 201-204, 205, 205.5, 210, 216, 218.5, 221-224, 225.5, 226,

226.2, 226.3, 226.6, 226.7, 245-249, 432.5, 432.7, 510, 512, 551, 552, 558, 1024.5, 1174, 1174.5, 1182.12, 1185, 1194, 1194.1, 1194.2, 1195, 1197, 1197.1, 1197.5, 1198, 1199; 2698 *et seq.*, 2802, and for violations of the Industrial Welfare Commission Wage Orders; liquidated damages; interest; injunctive relief; declaratory relief; and accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy.

The Class Member Release will be effective upon the Effective Date.

RELATING TO PRELIMINARY AND FINAL APPROVAL:

16. “Settlement Court” means the Superior Court of California, County of Orange and specifically the courtroom in which Case No. 30-2020-01176039-CU-OE-CJC is pending, or any other court and/or courtroom holding jurisdiction.

17. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement.

18. “Final Approval” means the Court order granting final approval of the Settlement Agreement.

19. “Effective Date” means the latter of: (1) the 61st day (unless the last such date is a weekend or holiday, in which case the next business day shall be used), after the Settlement Court enters an order granting final approval of this Settlement Agreement and judgment in the Action, provided that no timely appeal is taken by a Class Member of the order of final approval and entering judgment in the Action; or (2) if any timely appeal is filed by a Class Member, the date of final resolution of such appeal (including any appeals to the highest court of the State of California or the United States Supreme Court) provided that such resolution does not in any way alter the terms of the Settlement Agreement. The Effective Date will not arise if the Settlement is (1) altered, modified, or rejected by the Settlement Court; or (2) altered, modified, or rejected by any appellate court following a timely appeal filed by a Class Member.

ADDITIONAL TERMS

20. Supplemental PAGA Notice and Amended Pleading. The Parties stipulate and

agree that for settlement purposes, Plaintiff will seek leave to amend to file a Third Amended Complaint in the form attached hereto as **Exhibit B**, to assert the claims, legal allegations, legal theories, and factual allegations necessary to effectuate the Release in this Settlement Agreement and to aggregate the claims, legal allegations, and factual allegations pled in the following related actions:

- ❖ *Cecilia Padilla vs. Robinson Pharma, Inc.*, Orange County Superior Court Case No. 30-2021-01183520, filed on February 4, 2021;
- ❖ *Manh Nguyen vs. Robinson Pharma, Inc.*, Orange County Superior Court Case No. 30-2021-01224817, filed on October 4, 2021;
- ❖ *Ridvan Ali Olivares vs. Robinson Pharma, Inc.*, Orange County Superior Court Case No. 30-2022-01256198, filed on April 22, 2022;
- ❖ *Ridvan Ali Olivares vs. Robinson Pharma, Inc.*, Orange County Superior Court Case No. 30-2022-01267160, filed on June 28, 2022.

For settlement purposes, Plaintiff has also filed a Supplemental PAGA Letter to the Labor Workforce Development Agency to assert additional claims, legal allegations, legal theories, and factual allegations necessary to effectuate the Release in this Settlement Agreement. The Supplemental PAGA Letter is attached hereto as **Exhibit C**. The Third Amended Complaint shall be filed no sooner than 70 days after the LWDA's receipt of the Supplemental PAGA Letter, and shall include, in addition to all allegations and theories for PAGA liability set forth in the Second Amended Complaint, but also all additional allegations and theories for PAGA liability set forth in the Supplemental PAGA letter. The Settlement is expressly conditioned upon: (1) the approval by both Parties of the Third Amended Complaint and (2) an order by the Settlement Court granting Plaintiff leave to file the Third Amended Complaint and her filing of the same. In the event that (i) leave to amend to file a Third Amended Complaint as described above is not granted by the Court, (ii) a Third Amended Complaint as described above is not filed with the Court, or (iv) the State chooses to pursue directly in its behalf the claims asserted in the Supplemental PAGA Letter as described above, then this Settlement shall be null and void.

21. **Preliminary Approval Hearing.** Within thirty (30) calendar days of the filing of the Third Amended Complaint (as detailed in paragraph 20), Plaintiff shall file a motion with the Settlement Court seeking among other things: (a) Preliminary Approval of the proposed Settlement Agreement; (b) staying all non-settlement activity in the action; and (c) setting a date for a hearing

concerning Final Approval of the Settlement Agreement. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include all attachments hereto. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval, though the parties will meet and confer on such materials, and Class Counsel will submit the settlement approval papers to the Settlement Court. Defendant may, but is not obligated to, submit a separate brief in support of preliminary approval at the time any opposition would be due. If Defendant does not submit a separate brief in support of preliminary approval, Defendant is obligated to submit a notice of non-opposition to the ultimate relief sought in the motion for preliminary approval, but not necessarily to all statements contained therein.

22. Delivery of the Class List. Within fourteen (14) calendar days of entry of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator, which shall be used solely for the administration of this Settlement Agreement. The Defendant must also submit with the Class List a declaration under penalty of perjury that all Class Members are included and their information on the Class List is true and correct to the best of the declarant's personal knowledge. In the event that the Settlement Agreement is not finally approved by the Court, or if it is in any way altered or disapproved on appeal, the Settlement Administrator shall not thereafter use the Class List, and shall destroy any and all copies or versions of it (including any in electronic form).

23. Notice by First-Class U.S. Mail. Within twenty-one (21) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail in both English and Vietnamese, using the most current, known mailing addresses identified in the Class List or through a National Change of Address database search. The first page of the Settlement Notice shall prominently estimate the dollar amounts of any Individual Class Member Award and the number of workweeks and, if applicable, pay periods during the PAGA Period used to calculate these amounts. For any returned envelopes from this mailing as non-deliverable on or before 30 days after mailing, the Settlement Administrator will use any forwarding address provided to re-mail the returned envelope and, if no forwarding address is provided, will perform a skip trace to identify an address to which the envelope may be forwarded. The Settlement Administrator shall undertake such effort and further

mailing no later than five (5) calendar days after receipt of the returned envelope. The Settlement Administrator will maintain a report of the date of such re-mailings of the Notice Packet. No additional mailings shall occur and under no circumstances shall such additional mailings extend the Response Period.

24. Objections to the Settlement. A Class Member may object to the Settlement by filing a written objection with the Settlement Court using the case name and number of the Settlement Court (found on the first page of the Notice Packet), and mailing a copy of his/her written objection to Class Counsel, Counsel for Defendant, and the Settlement Administrator at the addresses listed in the Notice Packet, each postmarked by no later than the Response Deadline. A Class Member may also object to Class Counsel's request for Attorney's Fees. The objection should be signed, set forth the objecting Class Member's name, address and telephone number, and state why he/she objects to the proposed Settlement and whether he/she intends to appear at the Final Approval Hearing. Any Class Member who does not object in the manner described in the Notice shall be deemed to have waived any objections, and shall be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the requested Class Counsel's Attorney Fees, Class Counsel's Costs, Class Representative Service Payment, the Release, and any other provision of this Settlement.

25. The Parties believe that compliance with the procedures described in paragraphs 23 through 24 above and in the Notice will constitute due and sufficient notice to Class Members of this Settlement.

26. Disputes Regarding Workweeks. To the extent that any Class Member disputes the number of workweeks that the Class Member worked, as shown in his or her Notice, such Class Member may produce evidence to the Settlement Administrator establishing the dates they contend to have worked for Defendant. Weeks "worked" for purposes of this settlement will be determined by reference to timekeeping, payroll, and/or other records. The deadline for Settlement Class Members to submit disputes pursuant to this paragraph is the Response Deadline (disputes must be postmarked by the Response Deadline). Unless the Settlement Class Member presents convincing evidence proving he or she worked more workweeks than shown by Defendant's records, his/her Settlement Award will be determined based on Defendant's records. The

Settlement Administrator shall notify counsel for the Parties of any disputes it receives. Defendant shall review its records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator shall provide a recommendation to counsel for the Parties. Counsel for the Parties shall then meet and confer in an effort to resolve the dispute. If the dispute cannot be resolved by the Parties, the workweeks shall be as stated in Defendant's Class List. The Settlement Administrator will notify the disputing Class Member of the decision.

27. Reports Regarding Administration of the Settlement Agreement. Within fourteen (14) calendar days after expiry of the Response Deadline, the Settlement Administrator will provide Defendant's counsel and Class Counsel with a written report which certifies the number of Class Members who have submitted an objection to the settlement, along with copies of all such objections. Additionally, the Settlement Administrator will provide to counsel for the Parties any updated reports regarding the administration of the Settlement on a weekly basis and as reasonably requested by a Party.

28. Final Settlement Approval Hearing and Entry of Judgment / Motion for Fees, Etc. Within twenty-eight (28) calendar days after expiry of the Response Deadline, Plaintiff will submit a Motion for Final Approval/Settlement Fairness Hearing. Class Counsel will be responsible for drafting all documents necessary to obtain final approval, and Class Counsel will submit the settlement approval papers to the Settlement Court. However, Defendant may submit a separate brief in support of final approval. If Defendant does not submit a separate brief in support of final approval, Defendant is obligated to submit a notice of non-opposition to the ultimate relief sought in the motion for final approval, but not necessarily to all statements contained therein. Class Counsel may submit a motion requesting an award of Class Counsel's Attorney Fees, Class Counsel's Costs, and Class Representative Service Payment as defined herein seeking amounts no greater than the maximum amount stated herein, to which Defendant will not object. If Defendant does not submit a separate brief in support of these award requests, Defendant is obligated to submit a notice of non-opposition to the motion for the awards, provided that the amounts sought are within the limits stated herein. The hearing on these motions shall be as specified in the Preliminary Approval Order or, if no such date is specified, at the earliest available date on the Settlement Court's calendar.

29. Notice to the Labor and Workforce Development Agency. Plaintiff shall be responsible for timely providing all notices to the Labor and Workforce Development Agency and providing Defendant's counsel confirmation of same, including submission of the proposed settlement contemporaneously with the filing of the motion for preliminary approval, under California Labor Code § 2699(l)(2), and submission of any judgment within 10 days after entry of same, under California Labor Code § 2699(l)(3). Defendant may also choose to provide such notice to the Labor and Workforce Development Agency.

30. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Settlement Court or in conjunction with or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Settlement Judgment (which will expressly note that no liability has been found, and there is no admission of wrongdoing) to the Court for its approval. After entry of the Settlement Judgment, the Court will have continuing and exclusive jurisdiction solely for: (a) addressing the interpretation and enforcement of the terms of the Settlement; (b) Settlement administration matters; (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement; and (d) all of the individual claims asserted by Plaintiff in the Third Amended Complaint that are not released pursuant to this Settlement Agreement consistent with the provisions of Paragraph 41 below.

31. Allocation of Net Settlement Amount to Calculate the Class Members' Final Settlement Awards. The Net Settlement Amount shall be allocated among Class Members by reference to the number of work weeks all Class Members worked during the Class Period. Each workweek worked by Class Members who were current employees as of July 1, 2023, will be equal to one (1) settlement share. Each workweek worked by Class Members who were former employees as of July 1, 2023, will be equal to one and one tenth (1.10) settlement shares. The total number of settlement shares for all Class Members will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Class Member's number of settlement shares to determine the Class Member's *pro rata* portion of the Net Settlement Amount (the "Individual Class Member Award"). As discussed above, 25% of each Individual Class Member Award shall, for tax purposes, be designated as wages and shall be reported using a Form W-2, and 75% of each Individual Class Member Award shall, for tax, purposes be designated as non-wages and shall be

reported using a Form 1099. The Individual Class Member Awards and allocation as discussed immediately above and below shall be calculated by the Settlement Administrator within fifteen (15) calendar days of the Effective Date and the Settlement Administrator shall provide Defendant's and Class Counsel with the final Individual Class Member Award calculations on this same day.

32. Escalator Clause. The Gross Settlement Amount is based on Defendant's verified representation under penalty of perjury that there are approximately 160,000 workweeks for the Class Members from January 29, 2017, through July 1, 2023. If the actual number of workweeks increases by more than 10%, then the Gross Settlement Amount shall be increased proportionately. For example, if the number of workweeks is 11% higher, the Gross Settlement Amount shall be increased by 1%. Defendant may elect to shorten the Class Period to the date on which the 110% threshold was reached. Defendant will have five (5) calendar days from its receipt of the final Individual Class Member Award calculations which will be conducted by the Settlement Administrator before the Notice Packets are mailed, to inform Class Counsel and the Settlement Administrator of its election under the terms of this provision.

33. Funding the Settlement. Within ten (10) calendar days of the Effective Date, Defendant shall provide the Settlement Administrator via wire transfer the funds equal to the Gross Settlement Amount.

34. Distribution of Payments. Within ten (10) calendar days after Defendant transfers funds equal to the Gross Settlement Amount to the Settlement Administrator, the Settlement Administrator shall distribute:

- a. to Class Counsel – Class Counsel's Attorney Fees awarded by the Court and the Class Counsel's Costs awarded by the Court, all of which shall be reported using a Form 1099;
- b. to Plaintiff Amara O'Neill – the Class Representative Service Payment awarded by the Court which shall be reported using a Form 1099;
- c. to the LWDA – \$600,000.00 representing its share of the PAGA Payment;
- d. to the Settlement Administrator - Administrative Costs incurred and approved up

to \$20,000.00.

e. to each Class Member his or her Individual Class Member Award with appropriate tax forms as described herein;

35. Administration of Tax Forms. The Settlement Administrator will be responsible for issuing to Plaintiff, Class Members, the LWDA, the Settlement Administrator, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement, and for forwarding all payroll taxes and penalties to the appropriate government authorities.

36. Tax Allocation. For tax reporting purposes, any payments made to Class Members (excluding Class Representative Service Payment) shall be allocated as follows: (a) 25% as wages; and (b) 75% as non-wages. All other payments made pursuant to this Agreement shall be deemed non-wages, and will be reported using an IRS Form 1099.

37. Tax Liability. Defendant and their counsel and Plaintiff and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiff and Class Members understand and agree that they each will be solely responsible for the payment of any taxes and penalties assessed on their share of the payments described herein and will hold Defendant, their counsel, Plaintiff and Class Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. Each party to this Settlement (for purposes of this section, the "Acknowledging Party" and each party to this agreement other than the Acknowledging Party, an "other Party") acknowledges and agrees that (1) no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed 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 Settlement, (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 agreement.

38. Uncashed Settlement Checks. Class Members will have 180 calendar days within which to negotiate (cash or deposit) their settlement checks from the date on which they are mailed. If any settlement check is not negotiated within that period of time, it will be voided. In the event that any settlement check is returned to the Settlement Administrator within 160 calendar days of mailing and a forwarding address is provided within that time period, the Settlement Administrator shall re-mail the settlement check to the forwarded address and notify the Class Member of the deadline to cash the check to avoid it being voided. For any settlement checks deemed void as a result of being uncashed for more than 180 days, the Settlement Administrator will disburse the uncashed funds, subject to the Court's approval, to the California State Controller Unclaimed Property Fund in the name of the Class Member to be held by the Controller's Office for the benefit of the Class Member until such time as he or she claims his or her property, as allowed by law.

39. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

40. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

41. Release of Claims & Rights by Plaintiff Amara O'Neill. The Parties agree that Plaintiff will not and is not releasing or discharging the Released Parties from any claims, demands, obligations, causes of action, rights, or liabilities except for those Plaintiff will release through the Class Member Release provided in this Settlement. Among the claims expressly

excluded from this Settlement and the Class Member Release are Plaintiff's individual claims and related rights to attorney's fees and costs asserted in Plaintiff's Third Amended Complaint for: (1) sexual assault and intimidation by violence; (2) sexual assault and battery; (3) sexual harassment and hostile work environment; (4) failure to prevent harassment; (5) retaliation; (6) whistleblower retaliation; (7) wrongful termination; and (8) intentional infliction of emotion distress.

42. Nullification of Settlement Agreement. In the event that: (a) the Settlement Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

43. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

44. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements with respect to the subject matter hereof may be deemed binding on the Parties.

45. Amendment or Modification. This Settlement Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

46. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement.

47. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

48. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

49. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts if requested by one Party. A signature through Adobesign or DocuSign, facsimile, electronic means, or scan shall for purposes of this Settlement Agreement be as valid and enforceable as an original signature.

50. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe, and will so represent to the Court, that this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

51. Waiver of Certain Appeals. In the event the Court finally approves this Settlement, the Parties agree to waive appeals concerning this Settlement. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings.

52. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will

be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

53. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

54. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

55. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

56. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

57. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith in drafting and executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement and obtain final

approval of the Settlement. Should the Settlement Court decline to preliminarily approve or finally approve aspects of the Settlement, the Parties shall work together in good faith to address any concerns raised by the Settlement Court, with good faith intention to propose a revised Settlement for the Settlement Court's approval. Further, the Parties shall work together in good faith to address any concerns raised by the LWDA. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator used for the August 9, 2023 mediation to resolve such disagreement.

58. Publicity: The Parties recognize that the fact of settlement of this matter is non-confidential, as notice of the settlement will go out to Class Members and the filings and approval process are a matter of public record. However, the Parties and their counsel agree they shall not issue any press release regarding the Settlement. Class Counsel further agrees that as to any media relating to the pharmaceutical, nutraceutical, and supplement industry (including any trade periodical, publication, or magazine, or any other print or internet-based media), that Class Counsel shall not publicize or advertise: (1) the terms of the Settlement; (2) the amounts Defendant will pay in connection with the Settlement; and (3) the events, allegations, claims, or facts giving rise or related to the Action.

59. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to

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disclosure in any proceeding to enforce its terms, notwithstanding any confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF AMARA O'NEILL

Amara O'Neill,
on her own behalf and as class representative
of the certified class

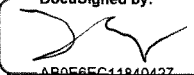
Dated: _____, 2023

GLEASON & FAVAROTE LLP

By: Torey Joseph Favarote
As Attorney for Plaintiff and the Certified Class

Dated: _____, 2023

DEFENDANT ROBINSON PHARMA, INC.

DocuSigned by:

AB0E66EC11840427...
By: Van Nguyen, Human Resources Manager

Dated: 10/27/2023
_____, 2023

Approved as to form:

GREENBERG TRAURIG, LLP

By: Mark D. Kemple
Attorney for Robinson Pharma, Inc.

Dated: _____, 2023

disclosure in any proceeding to enforce its terms, notwithstanding any confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

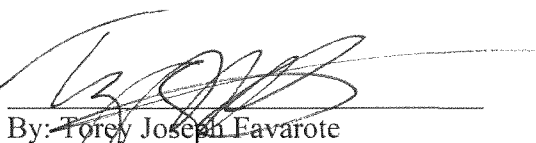
PLAINTIFF AMARA O'NEILL

DocuSigned by:


Amara O'Neill,
on her own behalf and as class representative
of the certified class

Dated: 10/25/2023, 2023

GLEASON & FAVAROTE LLP



By: Torey Joseph Favarote
As Attorney for Plaintiff and the Certified Class

Dated: October 25, 2023

DEFENDANT ROBINSON PHARMA, INC.

By:

Dated: _____, 2023

Approved as to form:

GREENBERG TRAURIG, LLP

By: Mark D. Kemple
Attorney for Robinson Pharma, Inc.

Dated: _____, 2023

disclosure in any proceeding to enforce its terms, notwithstanding any confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF AMARA O'NEILL

Amara O'Neill,
on her own behalf and as class representative
of the certified class

Dated: _____, 2023

GLEASON & FAVAROTE LLP

By: Torey Joseph Favarote
As Attorney for Plaintiff and the Certified Class

Dated: _____, 2023

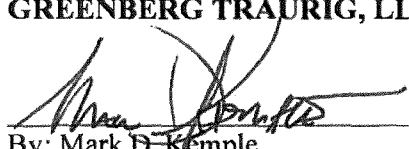
DEFENDANT ROBINSON PHARMA, INC.

By:

Dated: _____, 2023

Approved as to form:

GREENBERG TRAURIG, LLP



By: Mark D. Kemple
Attorney for Robinson Pharma, Inc.

Dated: October 27, 2023

EXHIBIT A
(Notice of Class Action Settlement)

NOTICE OF CLASS ACTION SETTLEMENT

This is an Official Court Notice of a Proposed Settlement in the following lawsuit:
Amara O'Neill v. Robinson Pharma, Inc., et al.; Orange County Superior Court Case
No. 30-2020-01176039-CU-OE-CJC

Name [insert name]

Correction to Address Needed?

Address [insert address]

Contact the Settlement Administrator.

CLASS MEMBERS ARE HEREBY NOTIFIED AS FOLLOWS:

A proposed settlement (the "Settlement") has been reached in the above-referenced class and representative action lawsuit that was certified by the Court on November 17, 2022 and is currently pending in the Superior Court for the County of Orange (the "Action"). Because your rights may be affected by this Settlement, it is important that you read this notice carefully.

Records show that you are a member of the class of employees certified by the Court in this Action on November 17, 2022. You are a class member because you: (i) worked as a non-exempt employee in California for Robinson Pharma, Inc. ("RPI") at some point during the period from January 29, 2017 to November 17, 2022, and (ii) did not request to be excluded from that class or opt back in to the class ("Class" or "Class Member"). After certification, former employee and plaintiff Amara O'Neill ("Plaintiff") and RPI reached a proposed Settlement on behalf of all Class Members for all alleged claims in the period January 29, 2017 to July 1, 2023 (the "Class Period"). Because you are a Class Member, you are entitled to participate in the Settlement discussed in this notice and receive a settlement payment. Based on information contained in RPI's records, you worked [insert number] weeks during the Class Period and thus are eligible to receive a settlement payment in the gross estimated amount of \$[insert amount] less applicable payroll taxes.

As explained in more detail below, *you do not need to take any action to receive your Settlement payment*. As a class member, you will receive Settlement funds and be bound by the release of any claims described in this notice.

A. PURPOSE OF THIS NOTICE

On November 17, 2022, the Court certified the following class: All non-exempt employees employed by RPI in California from January 29, 2017 to November 17, 2022 ("Class"). After certification, notice was sent to the Class, informing the Class Members of their right to request exclusion from the Class by "opting out." Those who opted out received a further notice informing all those who opted out of their right to opt back in to the Class. You are getting this notice because you are a Class Member—i.e., you worked as a non-exempt employee for RPI in California and either: (i) did not opt out of the Class, or (ii) opted out and opted back in to the Class.

Plaintiff and RPI reached a proposed Settlement on behalf of all Class Members for the Class Period. This notice is intended to inform you of the class action Settlement and your options (*i.e.*, participating and objecting).

B. DESCRIPTION OF THE ACTION

Plaintiff sued RPI claiming that since 2017 RPI has required its employees to send and respond to emails, text messages, and telephone calls after hours, resulting in unpaid wages, unreimbursed business expenses, failure to pay all wages owed and due at discharge, failure to provide accurate wage statements, violations of California's unfair competition law ("UCL"), and civil penalties due under the Labor Code Private Attorneys General Act ("PAGA"). Plaintiff also alleged that RPI failed to pay overtime wages and for all time worked, failed to pay wages at the correct regular rate (including, overtime, meal or rest period premiums, and sick leave), failed to provide compliant meal and rest periods or premiums therefor, failed to timely pay wages during employment or at discharge or termination, failed to accurately record time, including all time worked, failed to track, provide, or pay sick leave, failed to provide one day's rest in seven, violated provisions of the Industrial Welfare Commission Wage Orders, improperly used credit and background check information and owed civil penalties, including under PAGA, for all of the foregoing alleged violations. Plaintiff claims that RPI owes Class Members wages, penalties, liquidated damages, interest, injunctive relief, declaratory relief, accounting, plus attorneys' fees and court costs. RPI disputes these allegations and believes it complied with the law.

The parties engaged in significant efforts to obtain the facts regarding the claims asserted, including the exchange of detailed data regarding Plaintiff and the Class, the production of policy and procedure documents, depositions of RPI payroll and human resources representatives, a full day mediation session, and the exchange of scores of pages of detailed briefing and factual and legal analysis in connection with class certification, as well as mediation. The parties disagree as to the probable outcome of the Action with respect to liability and damages if the Action were not settled. While Plaintiff and RPI are prepared to proceed with litigating the Action, each side recognizes that litigating is a risky and costly proposition and that each may not prevail on any or all of the claims.

This Settlement is the result of good-faith and arm's-length negotiations between the Plaintiff and RPI. Each side agrees that given the risks and expense associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and is in the best interests of the Class Members.

Please be advised that the Court has not ruled on the merits of the Plaintiff's claims or RPI's defenses (which means the Court has not made a determination of who is right or wrong).

On [date of preliminary approval] the Court granted preliminary approval of this proposed Settlement of the Action. The Court will decide whether to give final approval to the proposed Settlement at a hearing scheduled for [INSERT DATE] ("Final Approval Hearing"). See below for details. The date of the Final Approval Hearing is subject to be changed.

C. SUMMARY OF TERMS OF THE PROPOSED SETTLEMENT

Subject to the Court's approval, the terms of the Settlement are as follows:

1. The settlement amount is \$3,495,000.00 (the "Settlement Amount") from which RPI would pay: (a) a minimum of \$1,625,000.00 for payment to Settlement Members, of which 25% shall for tax purposes be deemed wages subject to Form W-2 reporting, and 75% shall for tax purposes be deemed non-wages; (b) a maximum of \$1,165,000.00 (33.33% of the Settlement Amount) for the payment of Class Counsel's attorney fees plus litigation costs up to \$30,000.00; (c) \$600,000.00 to the State of California for its share of the Settlement Amount allocated for settlement of the PAGA claims; (d) a maximum of \$10,000.00 for the payment of a class representative service payment to the named Plaintiff for her service to the Class in bringing the case on behalf of the Class; and (e) a maximum of \$20,000.00 for Settlement Administration Costs. The Settlement Amount shall not include employer payroll taxes due upon payment of the 25% allocated to wages payable to the Class Members, which will be paid outside the Settlement Amount. In the event that the maximum sums stated in subsections (b)-(e) are not approved and awarded by the Court, the unapproved and awarded sums shall be added to the Class Recovery (subsection (a)). None of these sums shall revert to RPI. The amount set forth above in subsection (a) is referred to herein as the "Class Recovery."

2. The Class Recovery will be allocated among Class Members based upon calculations made using RPI's records. Specifically, a participating Class Member's share of the Net Settlement, will be calculated by reference to the number of workweeks all Class Members worked during the Class Period. Each workweek worked by Class Members who were current employees as of July 1, 2023, will be equal to one (1) settlement share. Each workweek worked by Class Members who were former employees as of July 1, 2023, will be equal to one and one tenth (1.1) settlement shares to account for the additional claims that former employees have under the law. The total number of settlement shares for all Class Members will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Class Member's number of settlement shares to determine the Class Member's *pro rata* portion of the Net Settlement Amount (the "Individual Class Member Award"). As discussed above, 25% of each Individual Class Member's Award shall for tax purposes be designated as wages and shall be reported using a Form W-2, and 75% of each Individual Class Member's Award shall for tax purposes be designated as non-wages and shall be reported using a Form 1099.

3. Based on the foregoing methodology, your estimated Individual Class Member Recovery is shown on page 1 of this notice. PLEASE NOTE that your Final Individual Settlement Member Total Recovery may be more or less than the amount stated above after accounting for all sums payable from the Settlement Amount.

4. Each Class Member consents to the following release ("Release"):

I hereby fully, forever, irrevocably, and unconditionally release and discharge for the time period of January 29, 2017, through July 1, 2023, Robinson Pharma, Inc., and its affiliated entities, related companies, predecessors, successors, direct and indirect parent companies, subsidiaries and insurers, and each of these entities' present or past

owners, officers, directors, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, personal or legal representatives, assigns, and all persons acting by, through, under, or in concert with them (collectively each of these, including Robinson Pharma, Inc., is referred to hereinafter as the "Released Parties"), from any and all claims that would have or could have arisen from the facts or circumstances alleged in any pleading in the Action, including but not limited to the Third Amended Complaint and Amended PAGA Letter, including the Supplemental PAGA Letter ("Released Claims"). The Released Claims include claims for: the purported payment or nonpayment of wages or other compensation (including, but not limited to, minimum wages, overtime wages, and/or premium pay); failure to pay wages at the correct regular rate (including, overtime, meal or rest period premiums, and sick leave); meal or rest period premiums; failure to pay for all hours worked; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide compliant meal and rest periods; failure to accurately record time, including all time worked (due to, for example, off-the-clock work, rounding, and auto-deduction); failure to provide timely or compliant wages statements; failure to maintain records; failure to track, provide, or pay sick leave; failure to provide one day's rest in seven; unreimbursed business expenses; unfair business practices; statutory penalties, including waiting time penalties; violations of any provisions of the Industrial Welfare Commission Wage Orders (including its provisions regarding suitable seating); claims under the Private Attorneys General Act, including claims for penalties under California Labor Code sections: 201-204, 205, 205.5, 210, 216, 218.5, 221-224, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 245-249, 432.5, 432.7, 510, 512, 551, 552, 558, 1024.5, 1174, 1174.5, 1182.12, 1185, 1194, 1194.1, 1194.2, 1195, 1197, 1197.1, 1197.5, 1198, 1199; 2698 et seq., 2802, and for violations of the Industrial Welfare Commission Wage Orders (including its provisions regarding suitable seating and temperature requirements); liquidated damages; interest; injunctive relief; declaratory relief; and accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy.

D. TO PARTICIPATE IN THE SETTLEMENT

To participate in the Settlement, you do not need to take any further action. Upon final approval from the Court, you will receive a Settlement check for an amount as described above on page 1.

E. TO OBJECT TO THE SETTLEMENT

If you believe the proposed Settlement or award of fees and costs to Class Counsel is unfair or inadequate in any respect, you may object to the Settlement by submitting a written objection to the Settlement Administrator, Class Counsel, and Counsel for RPI at the addresses listed in this notice. You may not "opt out" of the Settlement as you have already been provided an opportunity to do so after receiving the class notice on certification. An objection must meet all of the requirements listed at the end of this section to be valid and to ensure that it is heard.

Class Counsel's application for fees will be filed with the Court on or before [INSERT DATE]. You may access that document any time after that date through the Orange County Superior Court's

Online Case Access system, which can be accessed by logging in at <www.occourts.org/online-services/case-access/>, finding the “Civil Case & Document Access” portion of the website and clicking the “Access Now” link displayed on that page. Users will be required to accept the terms of use and enter the case number (30-2020-01176039-CU-OE-CJC) to obtain case documents. Users may incur fees charged by the Orange County Superior Court for providing electronic public access to court records. If you believe you have a basis to object, you may do so by submitting a written objection in the manner described below.

All objections must be signed and set forth your name, mailing address, and telephone number, and clearly state and explain why you object to the proposed Settlement or to the requested attorney’s fees and whether you or someone on your behalf intends to appear at the Final Approval Hearing. If you submit a timely objection, you may appear, at your own expense, at the Final Approval Hearing, discussed below.

You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no Settlement payments will be sent out and the lawsuit will continue; if that is what you want to happen, you can object.

Any Class Member who does not object in the manner described above shall be deemed to have waived any objections and shall forever be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys’ fees, litigation costs, the Class Representative Service Payment, and any and all other aspects of the Settlement.

Requirements for Objections: All written objections and supporting papers must (i) clearly identify the case name and number (*Amara O’Neill v. Robinson Pharma, Inc., et al.*; Orange County Superior Court Case No. 30-2020-01176039-CU-OE-CJC), (ii) be mailed to Class Counsel, Counsel for RPI, and the Settlement Administrator at the addresses below, (iii) be signed and set forth your name, mailing address, and telephone number, and clearly state and explain why you object to the proposed Settlement or to the requested attorney’s fees and whether you or someone on your behalf intends to appear at the Final Approval Hearing, and (iv) be filed or postmarked on or before **[INSERT DATE]**. Failure to comply with these requirements will be deemed a waiver of any objections.

F. DISPUTES AS TO WORKWEEKS CREDITED

For each Class Member, the weeks worked during the applicable Class Period will be calculated from RPI’s records. If you disagree with the numbers reported above, you may submit evidence to the Settlement Administrator on or before **[INSERT DATE]**, with documentation to establish the number of workweeks you claim to have actually worked for RPI in California during the Class Period. DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS. The Parties and Settlement Administrator will evaluate the evidence submitted by the Class Member and discuss in good faith how many workweeks should be credited to each Class Member.

G. TAXES

For tax reporting purposes, any payments made to Settlement Class Members (excluding Class Representative Service Payment) shall be allocated as follows: (a) 25% as wages; and (b) 75% as non-wages. All other payments, including any PAGA payment, made pursuant to this Agreement shall be deemed non-wages, and will be reported using an IRS Form 1099. If you have any questions regarding the tax treatment of any payments pursuant to the Settlement, you should consult your own tax advisor at your own expense. RPI, Plaintiff, and their attorneys make no representation as to the tax treatment or legal effect of the payments called for hereunder, and cannot and do not provide you tax advice in this regard.

H. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Court will hold a Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the administrative costs, and the class representative service payment on [INSERT DATE AND TIME] in Department CX101 of the Orange County Superior Court Civil Complex Center located at 751 S. Santa Ana Blvd., Santa Ana, California 92701. The date of the Final Approval Hearing is subject to change.

I. ADDITIONAL INFORMATION

It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this Notice.

This Notice only summarizes the Action, the Settlement, and other related matters. *Please do not contact the Court or the Court Clerk about this notice.* For additional information, you may access the publicly available information regarding this lawsuit. That information is available online at <www.occourts.org/online-services/case-access/>, or at the office of the clerk of the Orange County Superior Court, Civil Complex Center located at 751 S. Santa Ana Blvd., Santa Ana, California 92701. You may also contact the Settlement Administrator at:

NAME OF ADMINISTRATOR

ADDRESS

TOLL-FREE PHONE NUMBER; FAX

E-MAIL ADDRESS

The attorney for the class ("Class Counsel") is:

Torey Joseph Favarote (tfavarote@gleasonfavarote.com)
Gleason & Favarote LLP
4014 Long Beach Blvd., Suite 300
Long Beach, California 90807
Phone: (213) 452-0510; Fax: (213) 452-0514

The attorneys for RPI are:

Mark D. Kemple (kemplem@gtlaw.com)
Ryan C. Bykerk (bykerkr@gtlaw.com)
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
Phone: (310) 586-7700; Fax: (310) 586-7800

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

***THIS NOTICE IS NOT A RECOMMENDATION BY THE COURT AS TO ANY ACTION
YOU SHOULD OR SHOULD NOT TAKE.***

******THIS IS NOT AN ADVERTISEMENT FROM A LAWYER******

EXHIBIT B
(Third Amended Complaint)

TOREY JOSEPH FAVAROTE (SBN: 198521)
GLEASON & FAVAROTE LLP
4014 Long Beach Blvd., Suite 300
Long Beach, California 90807
Telephone: (213) 452-0510
Facsimile: (213) 452-0514
tfavarote@gleasonfavarote.com

Attorneys for Plaintiff Amara O'Neill
And the Certified Class

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

AMARA O'NEILL, on behalf herself and all
those similarly situated,

Plaintiff,

vs.

ROBINSON PHARMA INC., a California
Corporation; TOMMY NGUYEN, an
individual; and DOES 1-20, inclusive,

Defendants.

Case No. 30-2020-01176039-CU-OE-CJC

**THIRD AMENDED CLASS ACTION AND
PAGA COMPLAINT FOR DAMAGES
AND PENALTIES**

1. **CLASS ACTION:** VIOLATION OF
CALIFORNIA LABOR CODE § 2802;
2. **CLASS ACTION:** FAILURE TO PAY
MINIMUM WAGE IN VIOLATION OF
LABOR CODE §§ 558, 1194, 1194.2,
1197, 1197.1, 1198, 1199 AND THE IWC
WAGE ORDERS;
3. **CLASS ACTION:** FAILURE TO PAY ALL
WAGES AT TERMINATION IN VIOLATION
OF LABOR CODE §§ 201-203;
4. **CLASS ACTION:** FAILURE TO PAY
OVERTIME WAGES IN VIOLATION OF
LABOR CODE §§ 510, 558, 1194, 1198
AND THE IWC WAGE ORDERS;
5. **CLASS ACTION:** FAILURE TO MAINTAIN
ACCURATE RECORDS IN VIOLATION OF
LABOR CODE §§ 226, 1174(d), 1198.5
AND THE IWC WAGE ORDERS;
6. **CLASS ACTION:** FAILURE TO PROVIDE
MEAL PERIODS AND REST BREAKS IN
VIOLATION OF LABOR CODE §§ 226.7,
512, CAL. CODE. REG. TITLE 8, 11070
AND THE IWC WAGE ORDERS;
7. **CLASS ACTION:** FAILURE TO PROVIDE
ACCURATE WAGE STATEMENTS IN
VIOLATION OF LABOR CODE §226;

1 Representative Plaintiff AMARA O'NEILL (herein referred to as "Plaintiff" or "O'Neill"),
2 has brought this action on behalf of herself and all other similarly situated against defendants
3 ROBINSON PHARMA INC., TOMMY NGUYEN, and DOES 1-20 (hereafter collectively
4 referred to as "Defendants"). Plaintiff is informed and believes, and on that basis alleges as
5 follows:

6 **PARTIES AND JURISDICTION**

7 1. Plaintiff AMARA O'NEILL was at all times relevant to this action, an employee of
8 Defendant ROBINSON PHARMA INC. (hereinafter "RPI") as a project coordinator at one of its
9 Santa Ana, California facilities. While employed by RPI, and at all times relevant to this action,
10 Plaintiff performed the majority of her employment duties for RPI in Orange County.

11 2. Defendant RPI is a California corporation registered, qualified, and doing business
12 in the State of California, with its principal place of business in Orange County, and is
13 headquartered at 2811 South Harbor Boulevard Santa Ana CA 92704.

14 3. Plaintiff is informed and believes and, on this basis, alleges that defendant,
15 TOMMY "TUNG" NGUYEN (hereinafter "Tommy") is and was at all times relevant hereto an
16 employee of RPI with the title of Facilities Manager, a supervisor of Plaintiff, and a resident of the
17 State of California.

18 4. Jurisdiction and venue are also proper in this Court because all the claims alleged
19 herein arose in Orange County and all of the Defendants reside in and/or are doing or did business
20 in Orange County, and/or their principal place of business is in Orange County, in each case, at the
21 times relevant herein. Pursuant to California Code of Civil Procedure section 395(a), venue is
22 proper in this County because Defendants reside in this County and the harm to Plaintiff occurred
23 in this County.

24 5. Plaintiff is ignorant of the true names and capacities of the Defendants sued herein
25 as DOES 1 through 20. Defendants Does 1 through 20 are sued herein under fictitious names
26 pursuant to California Code of Civil Procedure section 474. Plaintiff is informed and believes, and
27 on that basis alleges, that each Defendant sued under such fictitious names is in some manner
28 responsible for the wrongs and damages as alleged herein. Plaintiff does not at this time know the

1 true names or capacities of said Defendants but prays that the same may be inserted herein when
2 ascertained.

3 6. At all times relevant, each and every Defendant was an agent and/or employee of
4 each and every other Defendant. In doing the things alleged in the causes of action stated herein,
5 each and every Defendant was acting within the course and scope of this agency or employment,
6 and was acting with the consent, permission, and authorization of each remaining Defendant. All
7 actions of each Defendant as alleged herein were ratified and approved by every other Defendant or
8 their officers or managing agents.

9 7. Plaintiff is informed and believes and thereon alleges that in performing the
10 unlawful acts alleged herein, each Defendant was the agent, employee and representative of each of
11 the remaining Defendants, and in doing the unlawful things alleged was acting within the course,
12 purpose, scope and authority of such agency, employment or representation.

13 8. Each act was done with malice, oppression, and was despicable conduct entitling
14 Plaintiff to punitive and exemplary damages.

15 **STATEMENT OF FACTS: CLASS AND PAGA CLAIMS**

16 9. This is a PAGA action pursuant to The Private Attorneys General Act ("PAGA")
17 Labor Code section 2698 *et. seq.*, class action pursuant to California Code of Civil Procedure
18 section 382, and individual action on behalf of Amara O'Neill (hereinafter for the class and PAGA
19 claims "Representative Plaintiff") and all other aggrieved employees and other class members who
20 worked for Defendant RPI in California as an hourly non-exempt employee for: (i) failure to
21 reimburse all business expenses in violation of Labor Code § 2802; (ii) failure to pay minimum
22 wages in violation of California Labor Code §§ 204, 210, 223, 558, 1194, 1194.2, 1197, 1197.1
23 and 1198, 1199 and the IWC Wage Orders; (iii) failure to pay waiting time penalties in violation of
24 Labor Code §§ 201-203; (iv) failure to pay overtime wages in violation of Labor Code §§ 204, 210,
25 223, 510, 558, 1194, 1198 and the IWC Wage Orders; (v) failure to maintain accurate records in
26 violation of Labor Code §§ 226, 1174(d), 247.5 and the IWC Wage Orders; (vi) failure to provide
27 meal periods in violation of Labor code §§ 226.7, 512, Cal. Code. Reg. Title 8, 11070 and the IWC
28 Wage Orders; (vii) failure to provide accurate wage statements in violation of Labor Code §§ 226

1 and 226.3; (viii) failure to timely pay wages in violation of Labor Code § 204; and (ix) unlawful
2 business practices in violation of Bus. & Prof. Code section 17200 *et. seq.*; and (x) violations for
3 PAGA Labor Code § 2698 *et seq.*

4 10. At all relevant times, RPI has had a consistent policy and practice of failing to pay
5 its non-exempt employees like Representative Plaintiff, minimum, straight, overtime and double
6 time wages for work performed, and as a result have failed to pay all wages at termination and
7 failed to provide accurate wage statements. RPI has also failed to reimburse all necessarily
8 incurred business expenses, including but not limited to use of Representative Plaintiff and the
9 other Class and PAGA Member's personal cellular telephones, other cellular devices and/or data
10 plans, and use of their personal vehicles. RPI has also failed to provide legally sufficient meal
11 periods and rest breaks to its non-exempt employees, as well as failed to keep accurate records, and
12 issue accurate wage statements.

13 11. At all relevant times, RPI has had a consistent practice of requiring its non-exempt
14 employees to send and respond to work related calls, texts and emails on their personal cellular
15 telephones and other cellular devices. Representative Plaintiff and the other Class and PAGA
16 Members have at all times relevant to this complaint been required to send and respond to work
17 related calls, texts, and emails on their personal cellular telephones throughout the day and at times
18 while off the clock without reimbursement or pay. Representative Plaintiff and the other Class and
19 PAGA Members were, or are, hourly non-exempt employees who were not paid for the time spent
20 responding to work communications while off the clock and were not reimbursed for the use of
21 their personal cellular telephones, devices and/or data plans. If Representative Plaintiff or the
22 Class and PAGA Members did not send and/or respond to these off the clock work
23 communications, they could be given poor performance evaluations, be reprimanded, they could
24 also be denied raises and/or promotions as a result.

25 12. Additionally, at all relevant times, it was RPI's consistent policy and practice to not
26 pay all wages, including minimum, straight time, overtime, and double time wages, for all work
27 performed. RPI's non-exempt employees were required to attend meetings, go to training sessions,
28 go through security and Covid-19 screenings, don and doff personal protective equipment, attend

1 orientation sessions, and complete paperwork without all lawful compensation paid to them.
2 Additionally, RPI would frequently only pay Representative Plaintiff or the Class and PAGA
3 Members for the hours they were scheduled to work, regardless of the time actually worked,
4 resulting in a failure to pay minimum wage for all time worked. RPI's failure to pay all wages was
5 compounded by its unlawful practices of only paying for scheduled time, time shaving, rounding,
6 editing timecards, and automatic deduction, as described below.

7 13. At all relevant times, RPI has had the consistent practice of requiring its non-exempt
8 employees to use their personal vehicles to carry supplies between buildings or otherwise use their
9 personal vehicles without reimbursement for mileage or any of the costs associated with the use of
10 their personal vehicles.

11 14. At all relevant times, RPI has had the consistent practice of utilizing an automatic
12 deduction policy and timekeeping system configured to always ensure that 30 minutes of each
13 employee's workday went unpaid, regardless of whether a meal period was actually provided or
14 taken. For example, if an employee did not clock out for a meal period RPI's payroll system would
15 automatically deduct 30 minutes of time worked. RPI's automatic system would also make
16 deductions to time worked even if the employee took a meal period. For example, if an employee
17 clocked back in after 25 minutes of a meal period, RPI's system would automatically deduct an
18 additional 5 minutes from the employees' time worked for that day. RPI's deduction policies, both
19 manual and automatic, deprived Representative Plaintiff and the other Class and PAGA Members
20 of all earned wages, including earned overtime wages. RPI's timeclocks and payroll system also
21 improperly rounded employee time to the employee's detriment and unlawfully shaved time off
22 Representative Plaintiff and the other Class and PAGA Members' time worked. Wherever RPI's
23 automatic systems did not deduct time worked, RPI's payroll personnel would make secret hand
24 deductions to ensure that every shift worked by every non-exempt employee longer than 6 hours
25 had thirty minutes of time worked deducted, regardless of whether meal periods were actually
26 provided.

27 15. At all relevant times, RPI has had the consistent practice of not paying
28 Representative Plaintiff and the other Class and PAGA Members all earned overtime and not

1 paying overtime at their regular rate of pay. It is RPI's policy to not pay overtime after 40 hours
2 worked in a workweek, to not pay overtime for work performed on the seventh consecutive day of
3 work in a workweek, and to not pay overtime or double time for work performed after 8 and 12
4 hours in a day. It is RPI's uniform practice and procedure to round employee time, to
5 automatically deduct time worked from its employees' time worked, to make secret hand edits to
6 employee timecards, and to otherwise not pay all owed overtime and not pay that overtime at its
7 employees' regular rate of pay. For example, RPI's payroll personnel would consistently make
8 hand edits to employee timecards, wiping away tens of hours of overtime and double time each pay
9 period. These policies have resulted in, and continue to result in, a vast and systematic theft of
10 overtime wages from Representative Plaintiff and the other Class and PAGA Members, as well as
11 derivative violations of the Labor Code.

12 16. At all relevant times, RPI has had the consistent practice of never including bonuses
13 and other non-hourly forms of compensation into its employees' regular rate of pay for any
14 purposes, including but not limited to overtime, meal period premiums, and rest break premiums.
15 Representative Plaintiff and the other Class and PAGA Members often received non-discretionary
16 bonuses in the form of cash, gift cards, shift differentials, and other performance incentives but this
17 non-hourly compensation is never included in the regular rate of pay for the purposes of calculating
18 overtime, meal period and rest break premiums, or any other payment which is required to be made
19 at the regular rate of pay. Additionally, RPI would often fail to include these bonuses on
20 Representative Plaintiff and the other Class and PAGA Members' wage statements.

21 17. At all relevant times, RPI has had the consistent practice of not providing adequate
22 meal periods and rest breaks. Often meal periods and rest breaks were not provided at all to
23 Representative Plaintiff and the other Class and PAGA Members. However, when meal periods
24 and rest breaks were provided, those meal periods and/or rest breaks were late, short, interrupted,
25 or otherwise legally inadequate. Representative Plaintiff and the other Class and PAGA Members
26 were often not permitted to leave the premises during their meal periods and rest breaks, and it is
27 RPI's policy to not allow its non-exempt employees to leave its premises during rest breaks. RPI's
28 employees are also required to tend to or monitor machinery and factory lines at all times, making

1 all of their meal periods and rest breaks “on-duty.” Representative Plaintiff and the other Class and
2 PAGA Members, even those who did not work in the factory areas, were not relieved of all duties
3 during any meal periods or rest breaks, and were required to remain on call to return at a moment’s
4 notice. Furthermore, it is RPI’s policy and practice to require its non-exempt employees to wait
5 until a factory line has finished before it allows breaks of any kind even if that results in
6 unprovided, late, and/or short meal periods and rest breaks. It is also RPI’s policy to never provide
7 second or third meal periods to any employee regardless of the amount of time worked, and to
8 never provide any rest breaks past 8 hours in a workday. Additionally, RPI never paid any meal
9 period or rest break premiums until mid-2022, and even then, RPI has never paid premiums at their
10 employees’ regular rate of pay.

11 18. At all relevant times, RPI has had the consistent practice of requiring its employees
12 to, at times, work seven or more days in a row without providing a days rest. As described above
13 RPI does not pay overtime wages or double time wages for hours worked on the seventh
14 consecutive day of work, or past 40 hours worked in a workweek.

15 19. At all relevant times, RPI has had the consistent practice of failing to timely and
16 correctly pay all wages to Representative Plaintiff and the other Class and PAGA Members as
17 required by California law, both as a result of the practices described above and independently as
18 its own practice. As part of these failings, and as a policy unto itself, RPI has a consistent practice
19 of not timely paying all wages at least twice a calendar month via regular bi-monthly paydays as
20 required by Labor Code sections 204 and 210.

21 20. At all relevant times, RPI has had the consistent practice of performing and/or
22 requiring Representative Plaintiff and the other Class and PAGA Members to undergo unlawful
23 background checks, including criminal and credit checks, as a condition of employment including
24 continuing employment. In addition to these unlawful background checks, RPI has used its
25 employment applications to request information about arrests which did not result in convictions in
26 violation of California Law.

27 21. At all relevant times, RPI has had the consistent practice of not providing suitable
28 seating, despite being able to provide seating and with the knowledge that much of the work at RPI

1 reasonably permits the use of seats.

2 22. At all relevant times, RPI has had the consistent practice of not providing
3 Representative Plaintiff and the other Class and PAGA Members with legally adequate sick days
4 and when provided, to not pay sick leave at the correct rate of pay. RPI failed to keep adequate
5 records of hours worked or sick days, both used and accrued, and failed to provide these records to
6 Representative Plaintiff and the other Class and PAGA Members to hide the deprivation. RPI does
7 not, as a consistent practice, provide its non-exempt employees with any records, either in the form
8 of wage statements or other documents informing them of their accrued sick leave in violation of
9 California law and did not accurately represent sick day wages on its wage statements.

10 23. RPI's failure to pay all wages, pay wages at the correct rates, and pay for all work
11 performed has resulted in Representative Plaintiff and the other Class and PAGA Members
12 receiving inaccurate wage statements which did not list the correct number of hours worked, wages
13 earned (including but not limited to sick day wages), and/or correct rates of pay. Additionally, RPI
14 does not provide accurate wage statements when multiple rates of pay are worked in a pay period.

15 24. The above-described failures also result in a failure to pay all wages at termination,
16 entitling Representative Plaintiff and the other Class Members to waiting time penalties.
17 Additionally, it is RPI's consistent and uniform practice is to not pay all wages at termination, and
18 to instead pay them on the next regularly scheduled payday.

19 25. At all relevant times, RPI has had the consistent practice of failing to keep accurate
20 records as required by law. RPI does not keep accurate time records, wage statements, or other
21 employee records as required by law, both as an intentional practice to avoid responsibility for its
22 wage theft and as a result of the myriad of Labor Code violations described herein. Furthermore,
23 RPI has a routine policy and practice of ignoring employee record requests made under any Labor
24 Code section, including but not limited to, Labor Code sections 1198.5, 432, 247.5 and 226(b).
25 When RPI does rarely provide its employees with requested records those productions are
26 incomplete, contained false records, or are untimely.

27 26. At all relevant times, RPI has had the consistent practice of failing to abide by the
28 temperature control guidelines set forth in the IWC Wage Orders, including but not limited to those

1 regarding excessive heat (beyond reasonable comfort and safety) and excessive cold temperatures
2 (below 60 degrees Fahrenheit) in its workplaces. As a result of this failure, and its draconian cost
3 cutting measures, O'Neill and the other Aggrieved Employees are/were provided with little to no
4 ventilation, heating, or cooling in the workplace. As such RPI is in violation of Labor Code section
5 1198 and the IWC Wage Orders.

6 27. Representative Plaintiff and the other PAGA Members, all persons who are
7 employed or have been employed by PRI in California as a non-exempt hourly employee during
8 the period of February 25, 2020 through November 17, 2022, seeks payment of penalties under
9 PAGA for all of the above described violations of California law, as well as those presented in
10 Plaintiff's PAGA notice letters filed on February 25, 2020, May 22, 2023, and September 22, 2023,
11 and attorneys' fees, interest, and costs pursuant to statute for violations of the California Labor
12 Code under section 2698 *et al.*

13 **CLASS ACTION ALLEGATIONS**

14 28. Representative Plaintiff brings this action on behalf of herself and all others
15 similarly situated as a class action pursuant to Section 382 of the Code of Civil Procedure.

16 29. Representative Plaintiff represents a certified Class defined as all persons who are
17 employed or have been employed by Defendant PRI in California as a non-exempt hourly
18 employee from January 29, 2017 through November 17, 2022, who have not opted out of the
19 certified Class.

20 30. Representative Plaintiff reserves the right under Rule 1855(b) of the California
21 Rules of Court to amend or modify the class descriptions with greater specificity or further division
22 into subclasses or limitation to particular issues.

23 31. This action has been brought and is properly maintained as a class action under the
24 provisions of Section 382 of the California Code of Civil Procedure because there is a well-defined
25 community of interest in the litigation and the Classes are easily ascertainable.

26 **A. Numerosity**

27 32. The members of the Class as defined are so numerous that joinder of all the
28 members of the Class is impracticable. While the precise number of Class Members for the Class

1 has not been determined at this time, Representative Plaintiff is informed and believes that RPI
2 does, and has, employed during the Class Period at least 1,592 individuals, in non-exempt hourly
3 positions in California who are or have been affected by RPI's unlawful and uniform policies
4 during the Class Period.

5 33. Upon information and belief, Representative Plaintiff alleges that RPI's
6 employment records will provide information as to the number of all members of the Class.
7 Joinder of all members of the Class is not practicable.

8 **B. Commonality**

9 34. There are questions of law and fact common to the Class that predominates over any
10 questions affecting only individual Class Members. These common questions of law and fact
11 include, without limitation:

- 12 (a) Whether RPI required the Class Members to work off the clock without
13 compensation;
- 14 (b) Whether RPI failed to pay all wages due, including minimum wages, straight
15 time wages, overtime wages, and/or double time wages to the Class
16 Members due to its auto deduction, time shaving, hand editing, rounding,
17 and other unlawful policies;
- 18 (c) Whether RPI violated Labor Code §§ 201-203 by failing to pay all wages
19 due and owing at the time of termination of employment for the Class
20 Members;
- 21 (d) Whether RPI violated Labor Code § 204 by failing to timely pay all wages
22 due and owing to the Class Members;
- 23 (e) Whether RPI failed to provide the legally sufficient meal periods and rest
24 breaks to the Class Members;
- 25 (f) Whether RPI violated Labor Code § 226 for the failure to furnish the Class
26 Members with complete and accurate itemized wage statements and payroll
27 records;
- 28 (g) Whether RPI failed to keep accurate records as required by law; and

1 (h) Whether RPI violated Labor Code § 2802 by failing to reimburse necessary
2 and foreseeable business expenses incurred by the Class Members.

3 **C. Typicality**

4 35. The claims of Representative Plaintiff are typical of the claims of the Class.
5 Representative Plaintiff and all Class Members sustained injuries and damages arising out of and
6 caused by RPI's common course of conduct in violation of the law as alleged therein.

7 **D. Adequacy of Representation**

8 36. Representative Plaintiff will fairly and adequately represent and protect the interests
9 of the Class Members. Counsel who represents Representative Plaintiff is competent and
10 experienced.

11 **E. Superiority of Class Action**

12 A class action is superior to other available means for the fair and efficient adjudication of
13 this controversy. Individual joinder of all Class Members is not practicable, and questions of law
14 and fact common to the Class predominate over any questions affecting only individual members
15 of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of
16 RPI's illegal policy and/or practice of failing to properly compensate and/or reimburse the Class
17 Members as alleged above. Class action treatment allows those similarly situated persons to
18 litigate their claims in the manner that is most efficient and economical for the parties and the
19 judicial system.

20 **STATEMENT OF FACTS: INDIVIDUAL CLAIMS**

21 37. RPI is a California based manufacturer of pharmaceuticals and dietary supplements
22 based in Santa Ana California. RPI actively employs more than 800 employees and generates tens
23 of millions of dollars in revenue each year.

24 38. In or about 2018, Plaintiff began her employment with RPI as a project coordinator.
25 From the beginning of her employment with RPI, defendant Tommy "Tung" Nguyen ("Tommy"),
26 a male who is more than 45 years old, began to pay an inappropriate amount of attention to
27 Plaintiff, a female who is only 23 years old. At the beginning of her employment, after Plaintiff
28 met Tommy, Tommy began to persistently pester Plaintiff about her relationship status and then

1 her sexual history, including questions on if she had a boyfriend and/or if she was sleeping with
2 anyone.

3 39. Over the following months Tommy increased his campaign of sexual harassment
4 with the intention of coercing or bullying Plaintiff into an unwanted sexual relationship. Tommy
5 began by paying Plaintiff inappropriate compliments, and commenting on her body or weight in
6 comparison to other female employees. Plaintiff would often tell Tommy that his comments were
7 inappropriate or demeaning. Tommy would either disregard Plaintiff's protests or react negatively
8 with a mean comment or remark.

9 40. Tommy's father is the CEO of RPI, Tuong Nguyen, his sister is the head of Human
10 Resources, Van Nguyen. In addition to his deep family connections at RPI, during all relevant
11 times Tommy had the power to fire Plaintiff, judge Plaintiff's work performance, and manage
12 Plaintiff's work assignments. Tommy made his position within RPI, and his family's control over
13 RPI, known to Plaintiff with the intent of leveraging that power and influence over Plaintiff.

14 41. Tommy began abusing his, and his family's, power and position in RPI to force
15 Plaintiff into one-on-one situations with Tommy. Tommy and other management at RPI made it
16 Plaintiff's responsibility to communicate with Tommy and ensure he attended meetings. Tommy
17 would not go to meetings at other RPI buildings unless Plaintiff rode there with him in his personal
18 vehicle. At times Tommy would not respond to work communications unless Plaintiff physically
19 went to him or text messaged/called him from her personal cellular telephone. Often Plaintiff's
20 direct supervisor, Anne Pham, who is also a close personal friend of Tommy and his family, would
21 also order Plaintiff into these one-on-one situations with Tommy. As soon as these one-on-one
22 situations began, Tommy's campaign of sexual harassment intensified and became apparent, yet
23 RPI ignored it and did nothing to stop the sexual harassment of Plaintiff, even after Plaintiff
24 complained about Tommy touching her inappropriately and without consent on numerous
25 occasions to RPI management.

26 42. During one of these forced one-on-one encounters, Tommy began telling Plaintiff
27 that "it is normal for married men to have mistresses or girlfriends to keep them happy" and that
28 Plaintiff "could make him [Tommy] happy." From that point on Tommy began to pressure

1 Plaintiff into an unwanted sexual relationship by employing a cycle of negative reinforcement.
2 Tommy would make an unwanted sexual advance on Plaintiff, Plaintiff would rebuff his advances,
3 Tommy would retaliate against Plaintiff, and then Tommy would attempt to smooth things over
4 and make another unwanted sexual advance. Plaintiff constantly reported this sexual harassment to
5 RPI management who did nothing. The managers and supervisors did not bring Plaintiff's
6 complaints of sexual harassment to the human resources department.

7 43. The first time Tommy sexually assaulted Plaintiff was in Conference Room F at one
8 of RPI's facilities on or around December 2019. Tommy required Plaintiff to be present for a
9 conference call. Alone together before the conference call Tommy moved his chair within inches
10 Plaintiff and put his hand on her knee. Plaintiff was frozen in horror at this egregiously
11 inappropriate act. Then Tommy began to rub Plaintiff's thigh with his hand. Plaintiff moved away
12 from Tommy and Tommy pretended like nothing happened. Shortly after another co-worker
13 arrived, and Tommy moved a reasonable distance away from Plaintiff.

14 44. Tommy's campaign of sexual harassment continued unabated. He continued to
15 make inappropriate comments to Plaintiff and ask her inappropriate questions. He would often tell
16 Plaintiff that he found her attractive, and when Plaintiff protested that those comments made her
17 feel uncomfortable, Tommy would often inappropriately react to the rejection through mean or
18 demeaning comments. Some of these exchanges included telling Plaintiff that "if she didn't find a
19 man before she was 30 years old everyone would think she was gay," that Plaintiff needed to find a
20 man "while she was still pretty," and that if she gained weight, he "wouldn't think she is pretty
21 anymore." Tommy made the latter comment in front of RPI's EMS Manager Luis Heredia, but
22 RPI did nothing.

23 45. Tommy's sexual harassment and sexual assaults only intensified the more Plaintiff
24 resisted. Tommy began insisting that he was her "boyfriend" to which Plaintiff responded that his
25 assertion was inappropriate and gross. Soon after, whenever Plaintiff went to Tommy to ask if
26 there was work he needed her to do, Tommy would respond that he did not need anything from her
27 "until later tonight." At times Tommy would make this comment in front of co-workers. During
28 one such occasion Plaintiff asked Tommy what he meant by that comment. Tommy laughed at

1 Plaintiff and called her “a naive little girl.” Plaintiff reported this harassment to RPI management,
2 but RPI did nothing.

3 46. Tommy appeared to revel in Plaintiff’s discomfort and the more Plaintiff protested
4 or rejected Tommy’s unwelcome sexual advances the more he enjoyed humiliating Plaintiff or
5 making her feel uncomfortable. Tommy would always attempt to play off his behavior as joking
6 around and attempt to smooth things over before making another unwanted sexual advance at
7 Plaintiff.

8 47. Eventually Plaintiff told Tommy that she had a boyfriend in order to get him to stop
9 harassing her. Tommy reacted very negatively, called Plaintiff disgusting, and began asking if she
10 had sex with her boyfriend and how often she met with her boyfriend. Soon after Tommy began
11 false rumors that insinuated Plaintiff had sex with a co-worker and had numerous “boyfriends” she
12 was sleeping with.

13 48. Tommy also grew more desperate and aggressive, he began to sexually assault
14 Plaintiff more often with unwanted groping and grabbing. Beginning in late July of 2020 Tommy
15 began attempting to grab Plaintiff’s hands when they were alone. Every time this happened
16 Plaintiff would tell Tommy to stop and attempt to pull her hands away from Tommy. Tommy
17 would attempt to hold onto Plaintiff’s hands and tell her that he liked how soft her skin was.
18 Plaintiff reported this to RPI management every time it happened but RPI did nothing. In fact,
19 Plaintiff’s supervisor Anne Pham who is good friends with Tommy and his family, continued to
20 order Plaintiff into one-on-one situations with Tommy.

21 49. On or around August 18, 2020, Tommy called Plaintiff over to the “Harbor 5
22 Warehouse” on the premise of checking out a dust collector and requested to see a few documents.
23 When Plaintiff showed Tommy a document on her phone Tommy placed his hand on Plaintiff’s
24 hip. Plaintiff moved away, hoping this was an accidental contact. However, Tommy placed his
25 hand on Plaintiff’s hip again, and purposefully stroked his hand down her hip. Plaintiff
26 immediately pushed Tommy away from her body and told him “don’t do that!” Tommy only
27 laughed at Plaintiff. Plaintiff again reported this sexual harassment and sexual assault to RPI
28 management, RPI management again did nothing.

1 50. On or around September 4, 2020 Tommy requested Plaintiff come to a cubicle in
2 "Harbor 5," one of RPI's manufacturing facilities, by asking that she bring him cleaning wipes and
3 help him clean the cubicle. Plaintiff complied and began to clean the cubicle with Tommy.
4 Tommy attempted to joke with Plaintiff, but Plaintiff just wanted to finish her work assignment.
5 That is when Tommy sexually assaulted Plaintiff again by slapping her buttocks. Plaintiff was
6 frozen in terror and humiliation. Tommy made a show of winding up his arm to slap Plaintiff on
7 the buttocks a second time, but much harder. Plaintiff then pushed Tommy's arm away and told
8 him "to never do that to me again." Tommy laughed and would not back off, so Plaintiff had to
9 yell to get the attention of nearby co-workers and repeated loudly, "never do that to me again!"

10 51. After the September assault and battery happened, Plaintiff again reported this
11 illegal conduct/behavior to management. Seeing that Plaintiff would not let this assault be brushed
12 under the rug, Plaintiff's supervisor Anne Pham, who is close friends with Tommy and his family,
13 told Plaintiff that this would not happen again and that she should stay away from her attacker,
14 Tommy. However, RPI did nothing to protect Plaintiff from Tommy, and this course of action
15 communicated to Plaintiff that while at RPI she would never be free from this constant sexual
16 harassment and sexual assault.

17 52. When Plaintiff complained about this grossly inappropriate response, Plaintiff's
18 supervisor Anne Pham told her RPI would conduct an investigation into the assault. However,
19 Anne Pham did not involve Human Resources and instead appointed one of Tommy's young male
20 subordinates, Kevin Tran, to conduct a short sham investigation. This action, and the short
21 investigation which followed, violated RPI's written policy on reporting sexual harassment which
22 requires the Human Resources Department to be involved. This sham investigation also confirmed
23 Plaintiff's fears that while at RPI she would never be safe in the workplace.

24 53. Mere days after beginning the investigation, Plaintiff was informed that she would
25 be moved to a new department and she would not have to see Tommy anymore, however Plaintiff
26 would still work in the same building as Tommy and Tommy would still have authority over her.
27 In her new position Tommy could still walk over to Plaintiff's desk at any time he wanted or
28 follow her into the manufacturing areas. Tommy was only given a one-day suspension, and it was

1 recommended to Tommy that he should consider attending sensitivity training. This punishment
2 was in violation of RPI's written sexual harassment policy which requires a much stronger
3 punishment, and RPI's code of conduct specifies that repeat offenses of this nature require
4 discharge of the employee. Plaintiff knew she was still not safe from Tommy, and while she tried
5 to continue working diligently, she was filled with intense fear and anxiety knowing that at any
6 minute Tommy could approach her again and continue to assault and harass her with impunity.
7 Plaintiff also feared that while her complaint resulted in virtually no consequences for Tommy, that
8 he and his family, who controls RPI, would retaliate against her.

9 54. As a result of RPI's and Tommy's actions, Plaintiff has been diagnosed with post-
10 traumatic stress disorder ("PTSD") and suffers from insomnia, nightmares, lack of appetite, a
11 persistent feeling of insecurity, anxiety attacks and panic attacks. Plaintiff has had to take off
12 significant time from work and is seeking medical and psychological therapy in order to cope with
13 her experiences working at RPI. Seeing as RPI made no changes and would allow the sexual
14 harassment and assault to continue, Plaintiff had no choice but to resign because she would never
15 be safe in the RPI workplace.

16 55. RPI provides only token sexual harassment training to its employees because it does
17 not want to pay its employees for the time it takes to conduct sexual harassment training.

18 56. RPI fostered an environment in which the complained of sexual harassment and
19 sexual assault is tolerated and condoned.

20 57. RPI allowed its supervisors to perpetrate harassment and sexual assault at will,
21 without consequence. RPI refused, and continues to refuse, to take action against sexual assault
22 and sexual harassment in its workplaces.

23 58. Plaintiff is informed and believes and thereon alleges that each of the Defendants is
24 in some manner intentionally, negligently, or otherwise responsible for the acts, occurrences and
25 transactions alleged herein.

26 59. Plaintiff has exhausted all of her administrative remedies under state law.

27 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

28 60. On November 23, 2020, Plaintiff filed an administrative complaint against

1 Defendants with the California Department of Fair Employment and Housing (hereinafter referred
2 to as the “DFEH”), pursuant to Section 12960 of the California Government Code, substantially
3 alleging the acts and conduct as herein described. The DFEH issued a “Right to Sue” notice dated
4 November 23, 2020. On November 30, 2020 Plaintiff amended her DFEH complaint and received
5 an updated right to sue letter on November 30, 2020. Copies of Plaintiff’s DFEH Complaints and
6 Notices of Right to Sue are all attached hereto as **Exhibit “A.”**

7 61. On February 25, 2021 Plaintiff notified the California Labor and Workforce
8 Development Agency (“LWDA”) and RPI of the numerous Labor Code violations suffered by
9 Plaintiff and the other aggrieved employees. On May 22, 2023 and September 22, 2023, Plaintiff
10 provided amended notices to the LWDA and RPI listing additional facts and theories suffered by
11 Plaintiff and the other Aggrieved Employees which are incorporated into the Complaint.

12 **CLASS ACTION: CAUSES OF ACTION**

13 **FIRST CAUSE OF ACTION**

14 **VIOLATION OF CALIFORNIA LABOR CODE § 2802**

15 **(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)**

16 62. Representative Plaintiff realleges each paragraph of this Complaint as though fully
17 set forth.

18 63. California Labor Code § 2802, requires RPI to “indemnify his or her employees for
19 all necessary expenditures or losses incurred by the employee in direct consequence of the
20 discharge of his or her duties, or of his or her obedience to the directions of the employer, even
21 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
22 unlawful”. Cal Lab Code § 2802.

23 64. With respect to requiring employees to utilize their personal cellular telephones for
24 the company’s business, the court in Cochran v. Schwan’s Home Service, 228 Cal. App. 4th 1137
25 (2014) held that, “when employees must use their personal cell phones for work-related
26 calls, Labor Code § 2802 requires the employer to reimburse them. Whether the employees have
27 cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is a
28 reasonable percentage of their cell phone bills.” Id. at 1140.

65. RPI has had a companywide policy and practice of not reimbursing necessarily incurred business expenses and as a result has violated California Labor Code § 2802. Here, RPI has had companywide practice of requiring its California based non-exempt hourly employees to send and respond to work communications and perform work related task with their personal cellular telephones and other cellular devices (which used their personal data and service plans), during the workday and after the workday while off the clock and without reimbursement. If Representative Plaintiff and the other Class and PAGA Members did not respond to work related communications sent directly to their personal cellular telephones and cellular devices they could be reprimanded, face negative performance reviews, and potentially be denied promotions, raises or be terminated as a result.

66. Additionally, Representative Plaintiff and the other Class and PAGA Members were at times required to use their personal vehicles to carry supplies between buildings or otherwise use their personal vehicles without reimbursement for mileage or any of the costs associated with the use of their personal vehicles.

67. During the Class Period Representative Plaintiff and the other Class and PAGA Members have been required to personally incur and pay for these business expenses, including the use of their personal cellular telephones and personal vehicles, in the discharge of their employment duties, all without reimbursement from RPI.

68. RPI has a policy of regularly and consistently refusing to reimburse Representative Plaintiff and the Class Members for all necessarily incurred business expenses, in violation of California law.

SECOND CAUSE OF ACTION

**FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF
LABOR CODE §§ 204, 210, 558, 1194, 1194.2, 1182.12, 1197, 1197.1, 1198, 1199 AND THE
WAGE ORDERS.**

(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)

69. Plaintiff realleges each paragraph of this Complaint as though fully set forth.

70. California Labor Code §§ 204, 210, 558, 1182.12, 1194, 1194.2, 1197, 1197.1,

1 1198, 1199 and the IWC wage orders makes it unlawful to require or suffer any employee to work
2 without compensation for that time spent working under the employer's control and to not timely
3 pay for that earned compensation.

4 71. At all relevant times, RPI has had the consistent practice of not paying
5 Representative Plaintiff and the other Class and PAGA Members for all work done for or at the
6 direction of RPI. RPI has had a companywide practice of requiring Representative Plaintiff and
7 the other Class and PAGA Members to send and respond to work related communications while
8 Representative Plaintiff and the other Class and PAGA Members were off the clock. At times RPI
9 would assign work related tasks in these communications with resulted in further off the clock
10 work. RPI did not compensate Representative Plaintiff and the other Class and PAGA Members
11 for the time they spent working off the clock at RPI's direction.

12 72. At all relevant times, RPI has had the consistent practice of requiring its non-
13 exempt employees to work off the clock, by going through security screenings, Covid-19
14 screenings, attend trainings and orientations, attend certain meetings, performing both pre and post
15 shift activities off the clock, and donning and doffing protective gear off the clock without
16 compensation. Representative Plaintiff and the other Class and PAGA Members were also denied
17 at least minimum and the correct legal wages for all work performed due to RPI's practices of time
18 shaving, rounding, and automatic deduction policies, in addition to RPI's practice of making hand
19 edits to deduct time worked from its employees' timecards.

20 73. As a result of RPI's unlawful conduct, Representative Plaintiff and the Class
21 Members have suffered damages in an amount, subject to proof, to the extent they were not paid
22 all wages due. Plaintiff and the Class Members have been deprived of full compensation for work
23 performed in amounts to be determined at trial, and are entitled to the recovery of such amounts,
24 plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code sections
25 218.5, 558, 1194, 1194.2, 1197, 1197.1, and 1198.

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THIRD CAUSE OF ACTION
FAILURE TO PAY WAITING TIME PENALTIES IN VIOLATION OF
LABOR CODE §§ 201-203

(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)

74. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

75. California Labor Code § 201 requires an employer who discharges an employee to pay all compensation due and owing to that employee immediately upon discharge.

76. California Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon separation from employment, as required by either Sections 201 or 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to 30 workdays.

77. As discussed herein, RPI has willfully failed and refused to timely pay all wages to Representative Plaintiff and the other Class and PAGA Members whose employment terminated both as its own practice, and as a result of its extensive unlawful policies. As a result, RPI is liable to Representative Plaintiff and the Class Members for waiting time penalties, together with costs, under Labor Code § 203.

78. As a result of RPI's unlawful conduct, Representative Plaintiff and the Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid all wages due each pay period. The precise amount of unpaid wages and waiting time penalties are not presently known to Representative Plaintiff but can be determined according to proof and RPI's records.

FOURTH CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE §§ 204, 210, 510,
558, 1194, 1197, 1198 AND THE WAGE ORDERS

(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)

79. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

1 80. Labor Code section 204, 210, 510, 1194, 1197, 1198 and the IWC Wage Orders
2 require that employees must be timely paid one half their regular hourly rate of pay for all hours
3 worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first
4 eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek. Furthermore,
5 employees must be paid two times their regular hourly rate for all hours worked in excess of
6 twelve (12) hours in a workday and for all hours worked in excess of eight (8) hours on the
7 seventh (7th) consecutive day of work in a workweek.

8 81. As discussed herein, Representative Plaintiff and the other Class and PAGA
9 Members were not paid all earned overtime and not paid overtime at their regular rate of pay.
10 Examples of this include, but are not limited to, RPI's consistent policies of not paying overtime
11 after 40 hours worked in a workweek, not pay overtime for work performed on the seventh
12 consecutive day of work in a workweek, unlawful time rounding and shaving, unlawful automatic
13 deduction of time worked, secret hand edits to employee timecards, unpaid off the clock activities,
14 and not paying overtime at its employees' regular rate of pay by failing to include non-
15 discretionary bonuses and all non-hourly forms of compensation into the regular rate of pay.
16 These policies have resulted in, and continue to result in, a vast and systematic theft of overtime
17 wages from Representative Plaintiff and the other Class and PAGA Members, as well as derivative
18 violations of the Labor Code.

19 82. As a result of RPI's practices, Representative Plaintiff and the other Class and
20 PAGA Members have been deprived of all overtime wages owed to them.

21 83. RPI's pattern, practice and uniform administration of its policy and practice to not
22 timely pay Plaintiff and the Class all earned overtime wages, is unlawful and creates entitlements
23 pursuant to Labor Code sections 1194, 1194.2, 1197.1, 1199, Cal. Code of Reg. § 11090 and IWC
24 Wage Orders. Plaintiff and the Class are entitled to recover from RPI, penalties, withheld wages,
25 liquidated damages, interest, reasonable attorneys' fees and costs of suit.

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FIFTH CAUSE OF ACTION
FAILURE TO MAINTAIN ACCURATE RECORDS IN VIOLATION OF LABOR CODE
§§ 226, 432, 1174(D), 1198.5 AND THE WAGE ORDERS;
(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)

84. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

85. Labor Code §§ 226, 432, 1174(D), 1198.5 and the IWC Wage Orders require employers to keep accurate employment records, including accurate time and payroll records showing daily hours worked and all wages paid for that time worked.

86. At all relevant times, Plaintiff is informed and believes that it is RPI's knowing uniform practice and procedure not keep accurate records as required by law. RPI does not keep accurate time records, wage statements, or other employee records as required by law, both as an intentional practice to avoid responsibility for its wage theft and as a result of the myriad of Labor Code violations described herein. Furthermore, RPI has a routine policy and practice of ignoring employee record requests made under any Labor Code section, including but not limited to, Labor Code §§ 1198.5, 432, and 226(b). When RPI does rarely provide its employees with requested records those productions are incomplete, contained false records, or are untimely.

87. RPI's pattern, practice and uniform administration of its policy and practice to not keep accurate records is unlawful and creates entitlements including penalties pursuant to Labor Code sections §§ 226, 1174(D), and 1198.5.

SIXTH CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS AND REST BREAKS IN VIOLATION OF
LABOR CODE §§ 226.7, 512, CAL. CODE. REG. TITLE 8, 11070 AND THE WAGE
ORDERS
(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)

88. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

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1 89. California Labor Code § 226.7, 512, and the IWC Wage Orders provide that no
2 employer shall employ an employee for a work period of more than five (5) hours without
3 providing a meal break of not less than thirty (30) minutes in which the employee is relieved of all
4 of his or her duties. In addition, An employer shall not employ an employee for a work period of
5 more than 10 hours per day without providing the employee with a second meal period of not less
6 than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal
7 period may be waived by mutual consent of the employer and the employee only if the first meal
8 period was not waived.

9 90. California Labor Code § 226.7 and the IWC Wage Orders require that employers
10 provide ten (10) minutes net rest time per four (4) hours worked or major fraction thereof, and that
11 those 10 minute breaks must be paid.

12 91. Under Labor Code § 2267, Representative Plaintiff and the Class Members are
13 entitled to one (1) hours worth of premium wages, paid at their regular rate of pay, for each day in
14 which they were not provided with a legally adequate meal period and/or rest break.

15 92. As described herein, during her employment with RPI, Representative Plaintiff and
16 the other Class and PAGA Members regularly worked in excess of 5 hours without being afforded
17 timely, uninterrupted duty-free thirty (30) minute meal period for every five (5) hours of work and
18 ten (10) hours worked, in which they were not relieved of all duties as required by Labor Code
19 sections 226.7, 512, 1198 and IWC Wage Orders. Additionally, as described herein,
20 Representative Plaintiff and the other Class and PAGA Members were not provided with legally
21 adequate off duty rest breaks as required by Labor Code sections 226.7, 1198 and IWC Wage
22 Orders.

23 93. As discussed herein, RPI's uniform unlawful practices and procedures include but
24 are not limited to: not permitting it employees to leave the premises during their meal periods and
25 rest breaks, requiring its employees to tend to or monitor machinery and factory lines while on
26 meal periods and rest breaks, requiring its employees to wait until a factory line has finished
27 before it allows breaks of any kind, never providing second or third meal periods regardless of the
28 amount of time worked, requiring all employees to be ready to return at a moments notice, and

1 never paying premiums at their employees' regular rate of pay.

2 94. As a result of the unlawful acts of RPI, Plaintiff and the Class have been deprived
3 of wages and/or other compensation in amounts to be determined at trial, and are entitled to
4 recover such amounts from RPI, plus interest thereon, attorneys' fees, and costs of suit.

5 95. As a direct and proximate result of RPI's violation of Labor Code section 226.7 and
6 the IWC Wage Orders, Plaintiff and the Class Members have suffered irreparable harm and
7 monetary damages. Plaintiff seeks damages and all other relief allowable including premium pay
8 at the regular rate of pay for each workday during which Plaintiff and the Class Members were not
9 provided legally adequate meal periods and rest breaks, attorney's fees, and prejudgment interest.

10 96. Plaintiff and Class Members also are entitled to one (1) hour of pay at their regular
11 rate of pay for each day that they were not provided a legally adequate meal period and/or rest
12 break.

13 **SEVENTH CAUSE OF ACTION**

14 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS IN VIOLATION OF** 15 **LABOR CODE § 226**

16 **(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)**

17 97. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs
18 as though fully set forth herein.

19 98. Section 226(a) of the California Labor Code requires RPI to provide accurate
20 itemized wage statements at the time of payment of wages which include, but are not limited to,
21 the following: the correct gross wages earned; the correct total time worked by the employee; the
22 correct net wages earned; the inclusive dates of the period for which the employee is paid; and all
23 applicable hourly rates in effect during the pay period and the corresponding correct total number
24 of hours worked at each hourly rate by the employee.

25 99. Representative Plaintiff contends that she and the Class and PAGA Members have
26 been injured by RPI's failure to provide all of the requisite information on its itemized wage
27 statements in that such failure, *inter alia*, masks possible and actual underpayments to RPI's
28 employees described herein, including but not limited to those caused by RPI's of time shaving,

1 rounding, and automatic deduction policies. RPI formatting its wage statements to make it
2 difficult for RPI's employees to verify that they have in fact been paid the proper amounts owing
3 for all hours worked. Said conduct was done knowingly and intentionally since RPI is aware of
4 California law, and said conduct was enacted with the design to harm Representative Plaintiff and
5 the Class Members.

6 **EIGHTH CAUSE OF ACTION**

7 **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE § 204 AND THE**
8 **WAGE ORDERS**

9 **(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)**

10 100. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs
11 as though fully set forth herein.

12 101. Labor Code § 204 requires employers to timely pay all wages for work performed
13 in the first half and second halves of each month via regular paydays which must occur at least
14 twice a month.

15 102. As discussed herein, Representative Plaintiff and the other Class and PAGA
16 Members were not timely paid all earned wages and overtime on regularly scheduled bi-monthly
17 paydays as required by Labor Code § 204. As its own policy, Robinson often failed to pay
18 Representative Plaintiff and the other Class and PAGA Members regularly and timely all wages
19 owed to them, including but not limited to minimum, straight, overtime, double, and premium
20 wages.

21 103. RPI's pattern, practice and uniform administration of its policy and practice to not
22 timely pay Plaintiff and the Class all earned overtime wages, is unlawful and creates entitlements
23 pursuant to Labor Code sections 1194, 1194.2, 1197.1, 1199, Cal. Code of Reg. § 11090 and IWC
24 Wage Orders. Plaintiff and the Class are entitled to recover from RPI, penalties, withheld wages,
25 liquidated damages, interest, reasonable attorneys' fees and costs of suit.

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NINTH CAUSE OF ACTION
UNLAWFUL BUSINESS PRACTICES
IN VIOLATION OF BUS. & PROF. CODE § 17200, *ET SEQ.*
(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)

104. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

105. RPI's failure to correctly pay the legal wages and failure to reimburse employees for all necessary business expenses incurred in the case on their job constitute unlawful activity prohibited by Business and Professions Code section 17200, *et seq.*, including but not limited to Sections 17200, 17202, and 17203.

106. The actions of RPI in failing to pay Representative Plaintiff and the Class Members in a lawful manner as alleged herein constitute false, unfair, fraudulent and/or deceptive business practices, within the meaning of Business and Professions Code section 17200, *et seq.*

107. As a result of its unlawful acts, RPI has reaped and continues to reap unfair benefits at the expense of Representative Plaintiff and the Class Members. RPI should be enjoined from this activity and made to disgorge these ill-gotten gains and restore to Representative Plaintiff and Class Members the wrongfully withheld wages and reimbursement for business expenses pursuant to Business and Professions Code section 17203. Representative Plaintiff is informed and believes, and thereon alleges that RPI has been unjustly enriched through its unlawful activities described herein, including but not limited to its failure to pay all wages, provide meal periods and rest breaks, wage theft, failure to keep accurate records, and failure to properly reimburse necessary business expenses.

108. Representative Plaintiff is informed and believes, and thereon alleges, that she and the Class Members are prejudiced by RPI's unfair practices.

109. As a direct and proximate result of the unfair business practices of RPI, Representative Plaintiff and the Class Members are entitled to equitable and injunctive relief, including full restitution and/or disgorgement of all wages/premiums/business expenses, which have been unlawfully withheld from Representative Plaintiff and the Class Members, as a result of

1 the business acts and practices described therein and enjoin RPI to cease and desist from engaging
2 in the practices described therein.

3 110. The illegal conduct alleged herein is believed to be continuing, and there is no
4 indication that RPI will not continue such activity into the future. Representative Plaintiff alleges
5 that if RPI is not enjoined from the conduct set forth in this complaint, they will continue to fail to
6 pay all wages, and will continue to fail to provide reimbursement for necessary business expenses
7 as described herein.

8 **TEENTH CAUSE OF ACTION**

9 **VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, LABOR**
10 **CODE §§ 2698 ET SEQ.**

11 **(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)**

12 111. Plaintiff refers to and incorporates all of the paragraphs of this Complaint as though
13 fully set forth herein.

14 112. For at least one (1) year prior to the filing of Plaintiff's initial PAGA notice with the
15 LWDA on February 25, 2021, RPI has had the consistent and unlawful practices described in
16 Plaintiff's PAGA notice letters filed on February 25, 2021, May 22, 2023, and September 22, 2023.

17 113. For at least one (1) year prior to the filing of Plaintiff's initial PAGA notice with the
18 LWDA, as a pattern and practice RPI's has failed to: (i) reimburse all business expenses in
19 violation of Labor Code § 2802; (ii) pay minimum wages in violation of California Labor Code
20 §§ 558, 1194, 1194.2, 1197, 1197.1 and 1198, 1199 and the IWC Wage Orders; (iii) pay waiting
21 time penalties in violation of Labor Code §§ 201-203; (iv) pay overtime wages in violation of
22 Labor Code §§ 510, 558, 1194, 1198 and the IWC Wage Orders; (v) maintain accurate records in
23 violation of Labor Code §§ 226, 432, 1174(d) and the IWC Wage Orders; (vi) provide meal
24 periods and rest breaks in violation of Labor code §§ 226.7, 512, Cal. Code. Reg. Title 8, 11070
25 and the IWC Wage Orders; (vii) provide accurate wage statements in violation of Labor Code
26 § 226; (viii) failed to timely pay all wages in violation of Labor Code § 204; (ix) failed to provide
27 sick days, adequately pay sick days, keep records of sick days, and provide sick day information
28 and documents in violation of Labor Code §§ 246 and 247.5; and (x) failed to provide sufficient

1 heating, cooling, and ventilation in violation of Labor Code § 1198 and the IWC Wage Orders.

2 114. California Labor Code section 2698 *et. seq.* provides employees with a private right
3 of action to remedy an employer's failure to comply with Labor Code sections designated in Labor
4 Code section 2699.5. As described here in, and in Representative Plaintiff's PAGA notice letters
5 filed February 25, 2021 and May 22, 2023, RPI has violated Labor Code §§ 201, 201.3, 202, 203,
6 204, 204.1, 204.11, 205, 205.5, 210, 216, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.6, 226.7,
7 245, 246, 247-249, 256, 432, 432.5, 432.7, 510, 512, 516, 551, 552, 558, 558.1, 1024.5, 1174,
8 1175, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1197.5, 1198, 1771, 1774, 1776, 1811, 1815,
9 2802, and the California Code of Regulations, Title 8, section 11000 *et seq.* Representative
10 Plaintiff's PAGA notice letters filed February 25, 2020, May 22, 2023, and September 22, 2023
11 are incorporated by reference. These sections are provided for under Labor Code section 2699.5.
12 Penalties for violations under Labor Code section 2699(f)(2) are one hundred dollars (\$100.00) for
13 each aggrieved employee per pay period for the initial violation, and two hundred dollars
14 (\$200.00) per subsequent violation for each aggrieved employee per pay period where the Labor
15 Code does not already provide a penalty.

16 115. Plaintiff has exhausted the administrative prerequisites to file a claim under Labor
17 Code section 2698 *et seq.* by sending notice to the California Labor Workforce and Development
18 Agency ("LWDA") online filing system on February 25, 2021, May 22, 2023, and September 22,
19 2023 along with a certified copy to RPI. It has been over 65 days since the exhaustion and
20 Plaintiff has not received confirmation from the LWDA that it will not investigate the complaint
21 within the time limits set forth in Labor Code section 2699.3(a)(2).

22 **INDIVIDUAL ACTION: CAUSES OF ACTION**

23 **ELEVENTH CAUSE OF ACTION**

24 **SEXUAL ASSAULT AND INTIMIDATION BY VIOLENCE IN VIOLATION OF** 25 **CALIFORNIA CIVIL CODE SECTIONS 51.7 AND 52 *ET SEQ.***

26 **(Plaintiff against all Defendants and Does 1 through 20, Inclusive)**

27 116. Plaintiff refers to and incorporates all of the paragraphs of this Complaint as though
28 fully set forth herein.

1 117. California law prohibits sexual harassment and sexual assault both inside and
2 outside the workplace. As set forth in greater detail above, defendant RPI, by and through its
3 managerial employees and managing agents including defendant Tommy, are charged with
4 committing sexual assault against Plaintiff. Defendants ratified and aided the sexual assaults
5 committed against Plaintiff and ensured that Tommy would face no real consequences for the
6 complained of assaults so that he could continue his assaults on Plaintiff. Furthermore, Defendant
7 RPI aided Tommy's sexual harassment and sexual assault by ordering Plaintiff into one-on-one
8 situations alone with Tommy.

9 118. At all times herein, Tommy was acting as an agent of RPI and within the scope of
10 his employment with RPI.

11 119. On multiple occasions Plaintiff was placed in extreme apprehension and fear of
12 offensive contact when Tommy physically and sexually assaulted Plaintiff by grabbing her hands,
13 rubbing his hands against her thighs, stroking his hands against her hips, touching her legs, and
14 roughly slapping her on the buttocks all without Plaintiff's consent and over Plaintiff's repeated
15 and forceful objections. Each time Tommy physically and sexually assaulted Plaintiff, Tommy did
16 so knowingly and intentionally with the intent to cause a harmful or offensive sexual contact with
17 Plaintiff.

18 120. Plaintiff was emotionally and physically harmed by Tommy's assaults. In
19 conjunction with the ongoing sexual assault, sexual harassment, and abusive conduct towards
20 Plaintiff, it was clear that Tommy intended to cause harm to Plaintiff.

21 121. As a direct, legal, and foreseeable result of the wrongful acts of Tommy, Plaintiff
22 has been harmed in that Plaintiff has suffered extreme depression and anxiety, suffered fear, loss
23 of self-esteem, post-traumatic stress and other physical, emotional, mental and psychological
24 ailments, for which she will incur medical expenses. Plaintiff is thereby entitled to general and
25 compensatory damages in amounts to be proven at trial.

26 122. The conduct of RPI, and/or its agents/employees as described herein, was willful,
27 malicious, oppressive, and done with a willful and conscious disregard for Plaintiff's rights and for
28 the deleterious consequences of Tommy's actions. RPI, and/or its agents/employees or

1 supervisors, authorized, condoned, and ratified the unlawful conduct of Tommy. Consequently,
2 Plaintiff is entitled to punitive damages against each of said the Defendants.

3 123. As a result of Defendants' violation of California Civil Code section 51.7, Plaintiff
4 is entitled, pursuant to California Civil Code section 52(b)(2), to a mandatory civil penalty of
5 twenty-five thousand dollars (\$25,000) to be paid to Plaintiff by each defendant for each act of
6 sexual violence and/or intimidation. As a further result of Defendants' violation of California
7 Civil Code section 51.7, Plaintiff is also entitled to attorney's fees as may be determined by the
8 Court under California Civil Code section 52(b)(3).

9 **TWELFTH CAUSE OF ACTION**

10 **SEXUAL ASSAULT AND BATTERY IN VIOLATION OF CALIFORNIA CIVIL CODE**

11 **SECTION 1708.5.**

12 **(Plaintiff against all Defendants and Does 1 through 20, Inclusive)**

13 124. Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully
14 set forth herein.

15 125. California law prohibits sexual harassment and sexual assault both inside and
16 outside the workplace. FEHA protects workers and applicants who have suffered sexual
17 harassment and sexual assault in the workplace. As set forth in greater detail above, Defendant
18 RPI, by and through its managerial employees and managing agents including defendant Tommy,
19 are charged with committing sexual assault against Plaintiff. Defendants ratified and aided the
20 sexual assaults committed against Plaintiff and ensured that Tommy would have opportunities to
21 sexually harass and sexually assault Plaintiff and that Tommy would face no real consequences for
22 the complained of assaults and harassment.

23 126. Tommy intended to and did cause harmful and offensive sexual contact with
24 Plaintiff's body, including but not limited to her legs, hips, and thighs, on numerous occasions. The
25 acts of Tommy resulted in sexually offensive contact and at no time did Plaintiff consent to any of
26 the acts of Tommy as alleged herein.

27 127. On multiple occasions Plaintiff was placed in extreme apprehension and fear of an
28 offensive contact when Tommy physically and sexually assaulted Plaintiff by grabbing her hands,

1 rubbing his hands against her thighs, stroking his hands against her hips, touching her legs, and
2 roughly slapping her on the buttocks all without Plaintiff's consent and over Plaintiff's repeated
3 and forceful objections. Each time he physically and sexually assaulted Plaintiff, Tommy did so
4 knowingly and intentionally with the intent to cause a harmful or offensive sexual contact with
5 Plaintiff.

6 128. Plaintiff was emotionally and physically harmed by Tommy's assaults. In
7 conjunction with the ongoing sexual assault, sexual harassment, and abusive conduct towards
8 Plaintiff, it was clear that Tommy intended to cause harm to Plaintiff.

9 129. As a direct, legal, and foreseeable result of the wrongful acts of Tommy, Plaintiff
10 has been harmed in that Plaintiff has suffered extreme depression and anxiety, suffered fear, loss of
11 self-esteem, post-traumatic stress and other physical, emotional, mental and psychological
12 ailments, for which she will incur medical expenses. Plaintiff is thereby entitled to general and
13 compensatory damages in amounts to be proven at trial.

14 130. RPI as Tommy's employer, is vicariously liable for Tommy's actions. RPI knew or
15 should have known that such an act took place at the workplace, specifically given Plaintiff's
16 numerous and direct complaints to RPI management.

17 131. The conduct of RPI, and/or its agents/employees as described herein, was willful,
18 malicious, oppressive, and done with a willful and conscious disregard for Plaintiff's rights and for
19 the deleterious consequences of Tommy's actions. RPI, and/or its agents/employees or
20 supervisors, authorized, condoned, and ratified the unlawful conduct of Tommy. Consequently,
21 Plaintiff is entitled to punitive damages against each of said the Defendants.

22 132. Plaintiff seeks an award of general damages, special damages, exemplary damages,
23 costs and punitive damages in an amount to be determined according to proof at trial.

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THIRTEENTH CAUSE OF ACTION
SEXUAL HARASSMENT AND HOSTILE WORK ENVIRONMENT IN VIOLATION OF
CALIFORNIA GOVERNMENT CODE SECTION 12940 *ET SEQ.*
(Plaintiff against all Defendants and Does 1 through 20, Inclusive)

133. Plaintiff refers to and incorporates all of the paragraphs of this Complaint as though fully set forth herein.

134. At all relevant time periods RPI was an employer within the meaning of California Government Code section 12926(d), and as such is barred from permitting harassment of an employee on the basis of sex.

135. Defendants created and permitted a hostile work environment for Plaintiff making the conditions of her employment intolerable in direct contravention of various statutes and state law decisions, including but not limited to California Government Code section 12940(j). Plaintiff was subjected to sexual harassment, sexual assault, and a hostile work environment by subjecting Plaintiff to, and refusing and failing to protect Plaintiff from, RPI's managers, agents, and supervisors with respect to the sexual harassment and sexual assault as detailed herein.

136. The continuous sexual harassment and sexual assaults as described herein were sufficiently pervasive and severe as to alter the conditions of employment and to create a hostile and abusive work environment. RPI, its managers, principles, and supervisors had a duty to take all complaints of sexual harassment and sexual assault seriously and breached that duty. Specifically, RPI and its managers, principles, and supervisors refused to act after numerous complaints of sexual harassment and assault were lodged by Plaintiff. By refusing to investigate and take immediate corrective action in response to complaints of the ongoing sexual harassment and sexual assault of Tommy against Plaintiff RPI encouraged a hostile work environment to female employees and ratified the sexually harassing conduct of Tommy. Furthermore, the inaction by RPI allowed Tommy to continue his outrageous behavior towards Plaintiff, in fact Defendants aided Tommy's behavior as described above.

137. As a direct, legal, and foreseeable result of the wrongful acts of Defendants, Plaintiff has been harmed in that Plaintiff has suffered extreme depression and anxiety, suffered

1 fear, loss of self-esteem, post-traumatic stress and other physical, emotional, mental and
2 psychological ailments, for which she will incur medical expenses. Plaintiff is thereby entitled to
3 general and compensatory damages in amounts to be proven at trial.

4 138. All Defendants committed the acts alleged herein willfully, maliciously,
5 fraudulently and oppressively with the wrongful intentions of injuring Plaintiff, from a willful
6 improper motive amounting to malice, and in conscious disregard of Plaintiff's rights and for the
7 deleterious consequences of the Defendants' actions.

8 139. At all times herein, the aforementioned acts of oppression, fraud or malice were
9 authorized and/or ratified, with advance knowledge and conscious disregard, by Defendants and
10 their respective agents, officers, supervisors and/or managers. Consequently, Plaintiff is entitled to
11 punitive damages against Defendants.

12 140. As a result of the Defendants' harassing acts as alleged herein, Plaintiff is entitled
13 to reasonable attorneys' fees and costs of suit as provided by California Government Code section
14 12965(b).

15 **FOURTEENTH CAUSE OF ACTION**

16 **FAILURE TO PREVENT SEXUAL HARASSMENT IN VIOLATION OF**

17 **CALIFORNIA GOVERNMENT CODE SECTION 12940(k).**

18 **(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)**

19 141. Plaintiff refers to and incorporates all of the paragraphs of this Complaint as though
20 fully set forth herein.

21 142. At all times herein, Government Code§ 12940 (k), was in full force and effect and
22 binding on RPI and/or DOES 1-10. This statute required RPI to take all reasonable steps necessary
23 to prevent discrimination, harassment and retaliation from occurring.

24 143. At all times herein, RPI knew or reasonably should have known that the sexually
25 harassing conduct and sexual assault alleged herein would and did proximately cause the physical
26 and emotional distress to Plaintiff as alleged above.

27 144. At all times herein, RPI had the power, ability, authority, and duty to cease the
28 conduct alleged above and to intervene to prevent or prohibit such conduct.

145. In violation of California Government Code section 12940(k), RPI through its officers, managing agents and/or supervisors, failed to take all reasonable steps necessary to prevent the above-alleged sexual harassment from occurring.

146. As a direct, legal, and foreseeable result of the wrongful acts of RPI, Plaintiff has been harmed in that Plaintiff has suffered extreme depression and anxiety, suffered fear, loss of self-esteem, post-traumatic stress and other physical, emotional, mental and psychological ailments, for which she will incur medical expenses. Plaintiff is thereby entitled to general and compensatory damages in amounts to be proven at trial.

147. At all times herein, the aforementioned acts of oppression, fraud or malice were authorized and/or ratified, with advance knowledge and conscious disregard, by RPI and its agents, officers, supervisors and/or managers. Consequently, Plaintiff is entitled to punitive damages against RPI.

148. As a result of the RPI's harassing acts as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of suit as provided by California Government Code section 12965(b).

FIFTEENTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF GOVERNMENT CODE
SECTIONS 12940, *ET SEQ.*

(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)

149. Plaintiff refers to and incorporates all of the paragraphs of this Complaint as though fully set forth herein.

150. At all times herein mentioned California Government Code sections 12940, *et seq.*, were in full force and effect and were binding on RPI. These sections require RPI to refrain from retaliating against an employee for reporting sexual harassment, sexual assault and/or complaining about unlawful conduct of Defendants in violation of FEHA.

151. After making numerous complaints about the sexual harassment and sexual assault to RPI, RPI's managers, and Plaintiff's supervisors at RPI, RPI failed to do anything to protect Plaintiff against the ongoing and pervasive sexual harassment and sexual assault she was

1 experiencing in the RPI workplace. Instead, RPI made it clear that its policy would be to protect
2 Plaintiff's assailant Tommy and that no meaningful punishment or deterrent would be offered in
3 response to his ongoing sexual harassment and sexual assault. As a consequence of Plaintiff's
4 complaints of sexual harassment and sexual assault in the workplace, Plaintiff was told that she
5 needed to stay away from Tommy, and that Tommy would receive no substantive punishment for
6 his illegal behavior. Meanwhile, Tommy retained authority over Plaintiff and could approach
7 Plaintiff at any time to continue his illegal behavior with impunity. With this clear statement of
8 RPI's policy, and that Plaintiff would never be safe in the RPI workplace, Plaintiff was
9 constructively discharged in retaliation for the protected activity of reporting the sexual harassment
10 and sexual assault committed against her by one of RPI's high ranking managers, Tommy.

11 152. As a proximate result of RPI's willful, knowing and intentional wrongful
12 termination against Plaintiff, Plaintiff has lost employment earnings and benefits, past and future,
13 according to proof.

14 153. As a proximate result of the above-mentioned wrongful termination Plaintiff has
15 suffered emotional distress, physical and mental injuries and general damages, past and future, in a
16 sum according to proof.

17 154. As a proximate result of the above-mentioned wrongful termination, Plaintiff has
18 incurred and will continue to incur, attorneys' fees and costs.

19 155. RPI and/or DOES 1-20, and each of them, have committed the acts herein alleged
20 maliciously and oppressively, with the wrongful intention of injuring Plaintiff, with an improper
21 and intentional motive amounting to malice and conscious disregard of Plaintiff's rights.
22 Accordingly, Plaintiff requests the assessment of punitive damages against RPI, in an amount
23 appropriate to punish and make an example of them.

24 SIXTEENTH CAUSE OF ACTION

25 RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5.

26 (Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)

27 156. Plaintiff refers to and incorporates all of the paragraphs of this Complaint as though
28 fully set forth herein.

1 157. At all times herein mentioned California Labor Code section 1102.5, was in full
2 force and effect and were binding on RPI. This section makes it unlawful for RPI to retaliate
3 against an employee for reporting an illegal act, including sexual harassment and sexual assault,
4 either to a governmental entity, and/or a supervisor or manager within the workplace.

5 158. After making numerous complaints about the sexual harassment and sexual assault
6 to RPI, RPI's managers, and Plaintiff's supervisors at RPI, RPI failed to do anything to protect
7 Plaintiff against the ongoing and pervasive sexual harassment and sexual assault she was
8 experiencing in the RPI workplace. Instead, RPI made it clear that its policy would be to protect
9 Plaintiff's assailant Tommy and that no meaningful punishment or deterrent would be offered in
10 response to his ongoing sexual harassment and sexual assault. As a consequence of Plaintiff's
11 complaints of sexual harassment and sexual assault in the workplace, Plaintiff was told that she
12 needed to stay away from Tommy, and that Tommy would receive no substantive punishment for
13 his illegal behavior. Meanwhile, Tommy retained authority over Plaintiff and could approach
14 Plaintiff at any time to continue his illegal behavior with impunity. With this clear statement of
15 RPI's policy, and that Plaintiff would never be safe in the RPI workplace, Plaintiff was
16 constructively discharged in retaliation for the protected activity of reporting the sexual harassment
17 and sexual assault committed against her by one of RPI's high ranking managers, Tommy.

18 159. As a proximate result of RPI's willful, knowing and intentional wrongful
19 termination against Plaintiff, Plaintiff has lost employment earnings and benefits, past and future,
20 according to proof.

21 160. As a proximate result of the above-mentioned wrongful termination Plaintiff has
22 suffered emotional distress, physical and mental injuries and general damages, past and future, in a
23 sum according to proof.

24 161. As a proximate result of the above-mentioned wrongful termination, Plaintiff has
25 incurred and will continue to incur, attorneys' fees and costs.

26 162. RPI and/or DOES 1-20, and each of them, have committed the acts herein alleged
27 maliciously and oppressively, with the wrongful intention of injuring Plaintiff, with an improper
28 and intentional motive amounting to malice and conscious disregard of Plaintiff's rights.

1 Accordingly, Plaintiff requests the assessment of punitive damages against RPI, in an amount
2 appropriate to punish and make an example of them.

3 **SEVENTEENTH CAUSE OF ACTION**

4 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

5 **(Plaintiff against all Defendants and Does 1 through 20, Inclusive)**

6 163. Plaintiff refers to and incorporates all of the paragraphs of this Complaint as though
7 fully set forth herein.

8 164. The conduct of Defendants as alleged herein are extreme and outrageous and
9 exceed all standards of decency normally associated with a civilized society; such conduct was
10 intentional and malicious and done for the purpose of, or with reckless disregard for the substantial
11 probability of, causing Plaintiff to suffer humiliation, mental anguish and emotional and physical
12 distress.

13 165. Plaintiff did in fact suffer severe emotional distress as a direct and proximate result
14 of the above-described conduct.

15 166. As a direct and proximate result of the aforesaid unlawful acts of Defendants,
16 Plaintiff has been personally harmed in that Plaintiff has suffered extreme depression and anxiety,
17 suffered fear, humiliation, loss of self-esteem, post-traumatic stress and other physical, emotional,
18 mental and psychological ailments, for which she will incur medical expenses. Plaintiff has been
19 injured in mind and body all to Plaintiff's damage in an amount to be ascertained at the time of
20 trial and is thereby entitled to general and compensatory damages in amounts to be proven at trial.

21 167. At all times herein, the aforementioned acts of oppression, fraud or malice were
22 authorized and/or ratified, with advance knowledge and conscious disregard, by Defendants and
23 their respective agents, officers, supervisors and/or managers. Consequently, Plaintiff is entitled to
24 punitive damages against Defendants in an amount according to proof.

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1 **EIGHTEENTH CAUSE OF ACTION**

2 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

3 **(Plaintiff against Defendant RPI and Does 1 through 20, Inclusive)**

4 168. Plaintiff refers to and incorporates all of the paragraphs of this Complaint as though
5 fully set forth herein.

6 169. Under the laws of the state of California, an employer's right to terminate an at-will
7 employee is subject to limits imposed by public policy whenever the basis of the discharge
8 contravenes a fundamental public policy. Such public policy must inure to the benefit of the
9 public at large and must be grounded in some statutory, regulatory, or constitutional provision.

10 170. At all times during Plaintiff's employment with RPI, a fundamental public policy
11 against sexual harassment and sexual assault in the workplace place was, and is, set forth by the
12 California State Constitution pursuant to Article 1, § 8, and affirmed by the California State
13 Supreme Court in Rojo v. Kliger 52 Cal.3d 65, 90 (1990).

14 171. After Plaintiff's multiple complaints to RPI management and her supervisors
15 regarding the ongoing sexual harassment and sexual assault ensured that RPI was aware of the
16 ongoing sexual harassment and sexual assault committed by Tommy. Only after months of
17 complaints did RPI commit to conducting a rushed sham investigation, conducted by one of
18 Tommy's junior male subordinates instead of the Human Resources department. This sham
19 investigation resulted in a single day suspension for Tommy despite there being no real doubt that
20 the months of complained of sexual harassment and sexual assault in fact happened. After the
21 conclusion of RPI's sham investigation, nothing changed in the RPI workplace and Tommy was
22 still in a position of authority over Plaintiff and could still approach Plaintiff whenever he wanted
23 to continue his sexually harassing behavior and ongoing sexual assaults. Due to this commitment
24 by RPI to protect Tommy, who is the CEO's son, RPI made it impossible for Plaintiff to return to
25 work in safety and without the constant fear of continued sexual harassment and sexual assault.
26 RPI constructively terminated Plaintiff's employment by ensuring that she would never be safe
27 from Tommy's sexual harassment and sexual assaults in the workplace.

28 ///

172. As a proximate result of RPI's willful, knowing and intentional wrongful termination against Plaintiff, Plaintiff has lost employment earnings and benefits, past and future, according to proof.

173. As a proximate result of the above-mentioned wrongful termination Plaintiff has suffered emotional distress, physical and mental injuries and general damages, past and future, in a sum according to proof.

174. As a proximate result of the above-mentioned wrongful termination, Plaintiff has incurred and will continue to incur, attorneys' fees and costs.

175. RPI and/or DOES 1-20, and each of them, have committed the acts herein alleged maliciously and oppressively, with the wrongful intention of injuring Plaintiff, with an improper and intentional motive amounting to malice and conscious disregard of Plaintiff's rights. Accordingly, Plaintiff requests the assessment of punitive damages against RPI, in an amount appropriate to punish and make an example of them.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment and penalties against Defendants, and each of them, as follows:

1. For general economic and non-economic damages according to proof;
2. For compensatory damages according to proof;
3. For lost past and future wages in an amount to be determined at trial;
4. For exemplary and punitive damages in an amount to be determined at trial;
5. For civil penalties against Defendant RPI for retaliation pursuant to California Labor Code section 1102.5;
6. For civil penalties against each Defendant for each act of sexual violence pursuant to California Civil Code section 52(b)(2);
7. For civil penalties against RPI pursuant to California Labor Code section 2698 *et seq.*;
8. For prejudgment interest pursuant to California Civil Code sections 3287, 3288 and where otherwise provided by law;

9. For costs of suit incurred herein and reasonable attorneys' fees pursuant to the referenced statutes;

10. For wages pursuant to the California Labor Code;

11. For damages and/or penalties, an award of costs and reasonable attorney's fees pursuant to the California Labor Code;

12. That RPI be found to have engaged in unfair competition in violation of California Business and Professions Code section 17200, *et seq.*;

13. That RPI be ordered and enjoined to make restitution to Representative Plaintiff due to their unfair competition, pursuant to California Business and Professions Code sections 17203 and 17204;

14. That Defendants further be enjoined to cease and desist from unfair competition in violation of California Business and Professions Code section 17200, *et seq.*;

15. For attorneys' fees, interests and costs of suit pursuant to Labor Code sections 218.5, 1194(a), 2802, FEHA and Code of Civil Procedure section 1021.5;

16. For injunctive relief; and

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

Dated: December 1, 2023

GLEASON & FAVAROTE LLP
TOREY JOSEPH FAVAROTE

By: Torey Joseph Favarote

Attorneys for Representative Plaintiff
Amara O'Neill and those similarly situated

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

Dated: December 1, 2023

GLEASON & FAVAROTE LLP
TOREY JOSEPH FAVAROTE

By: _____
Torey Joseph Favarote

Attorneys for Representative Plaintiff
Amara O'Neill and those similarly situated

EXHIBIT C
(Supplemental PAGA Letter)



GLEASON & FAVAROTE LLP

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Long Beach, California 90807

gleasonfavarote.com

September 22, 2023

VIA ELECTRONIC SUBMISSION

Stewart Knox
Secretary
California Labor & Workforce Development Agency
800 Capital Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

Re: **Supplemental PAGA Notice, O'Neill v. Robinson Pharma Inc.**
Case No. LWDA-CM-822861-21
California Labor Code section 2699, *et seq.* violations

Dear Mr. Knox:

I am writing to provide supplemental notice on behalf of aggrieved employee Amara O'Neill ("O'Neill"). This notice is intended to supplement O'Neill's earlier notices filed on February 25, 2021, and on May 22, 2023, both of those notices are incorporated by reference. This supplemental notice is being made to the Labor & Workforce Development Agency on behalf of O'Neill, and other individuals, who were employed by Robinson Pharma Inc. ("RPI"), as non-exempt hourly employees California (the "Aggrieved Employees") going back one year from the original notice.

O'Neill, and each of the Aggrieved Employees described above, suffered from one or more of the following Labor Code violations by their current or former employer RPI.

O'Neill and other Aggrieved Employees' employment with RPI was governed by the California IWC Wage Orders, California Labor Code sections 201, 201.3, 202, 203, 204, 204.1, 204.11, 205, 205.5, 210, 216, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.6, 226.7, 245-249, 256, 432, 432.5, 432.7, 510, 512, 516, 551, 552, 558, 558.1, 1024.5, 1174, 1175, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1197.5, 1198, 1771, 1774, 1776, 1811, 1815, 2802, and the California Code of Regulations, Title 8, section 11000 *et seq.* RPI has violated each of the above statutes and regulations. As noted above, O'Neill incorporates by reference all of the facts and theories from her prior notices.

In addition to RPI's extensive failure to pay all overtime and wages as discussed in O'Neill's prior notices, RPI had the policy and practice of only paying O'Neill and the Aggrieved Employees for scheduled hours regardless of the amount of time actually worked. RPI also rounded meal period, rest break, and shift start and end times to the detriment of O'Neill and the other Aggrieved Employees and resulted in O'Neill and the other Aggrieved Employees not being paid all wages, including minimum, straight, overtime, and double time wages.

Stewart Knox
Secretary
California Labor & Workforce Development Agency
September 22, 2023
Page 2 of 2

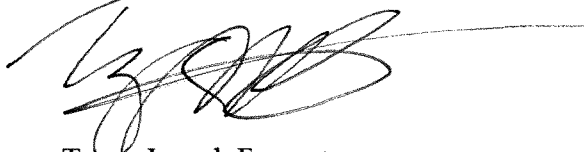
As previously discussed in prior notice letters, O'Neill and the other Aggrieved Employees were not paid all earned overtime wages, including overtime and double time wages earned after 40 hours worked in a workweek, 12 hours in a workday, and on the seventh consecutive day of work in a workweek. As a result of these, and all other previously discussed failures to pay wages, and as a policy in and of itself, RPI has a consistent practice of not timely paying all wages at least twice a calendar month via regular bi-monthly paydays as required by Labor Code sections 204 and 210. As a result of these and all other wage related Labor Code violations, RPI is subject to penalties for each underpaid Aggrieved Employee as set forth in Labor Code sections 558 and 210.

As previously discussed in prior notice letters, it is RPI's uniform practice and procedure to not properly calculate, and to not properly provide its employees with legally adequate sick days and does not pay sick leave pay at the rate required under Labor Code section 246. RPI additionally has the routine policy and practice of violating Labor Code section 247.5 by not maintaining and or providing records of hours worked and sick days taken by its non-exempt employees. RPI additionally has the routine policy and practice of refusing to comply with Labor Code section 246 by not providing O'Neill and the other Aggrieved Employees with wage statements or other documents displaying the amount of paid sick leave available to them, or paid time off in the alternative to sick leave. RPI's violations of these statutes subject it to penalties as set forth in Wood v. Kaiser Found. Hosps., 88 Cal. App. 5th 742 (2023).

In addition to RPI's prior discussed violations of Labor Code section 1198 and the IWC Wage Orders; RPI has violated the Labor Code and the IWC Wage Orders by failing to abide by the temperature control guidelines set forth in the IWC Wage Orders, including but not limited to those regarding excessive heat (beyond reasonable comfort and safety) and excessive cold temperatures (below 60 degrees Fahrenheit) in its workplaces. As a result of this failure, and its draconian cost cutting measures, O'Neill and the other Aggrieved Employees are/were being provided with little to no ventilation, heating, or cooling in the workplace. As such RPI is in violation of Labor Code section 1198 and the IWC Wage Orders and is subject to penalties.

Sincerely,

GLEASON & FAVAROTE LLP



Torrey Joseph Favarote

TJF/dd

cc Robinson Pharma, Inc., c/o Tam Nguyen, agent for service of process, 3330 South Harbor Boulevard, Santa Ana, CA 92704 (certified mail, return receipt requested)
Mark D. Kemple, Ryan C. Bykerk, Oscar E. Peralta, Andrea Carmona, Jarrod Y. Nakano