

**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

[PROPOSED] ORDER:

- (1) PRELIMINARILY APPROVING PROPOSED CLASS AND PAGA SETTLEMENT;
- (2) APPOINTING SETTLEMENT ADMINISTRATOR;
- (3) APPROVING CLASS NOTICE; AND
- (4) SETTING HEARING FOR FINAL APPROVAL OF SETTLEMENT

Date: April 11, 2024

Time: 2:00 p.m.

Judge: Hon. Melissa R. McCormick

Dept.: CX104

Reservation No. 74183465

Action Filed: December 23, 2020

Trial Date: None set

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1 **[PROPOSED] ORDER**

2 Whereas, on April 11, 2024, a hearing was held on the motion of plaintiff Amara O'Neill
3 ("Plaintiff"), for preliminary approval of the parties' proposed settlement; approval of the Class
4 Notice, appointment of the proposed Settlement Administrator, request for continued stay on all
5 non-settlement activity in this and the related cases, and the setting of a date for the hearing on
6 final approval of the settlement. Torey Joseph Favarote of Gleason Favarote LLP appeared for the
7 certified class members; and Mark D. Kemple and Ryan C. Bykerk of Greenberg Traurig, LLP
8 appeared for defendant Robinson Pharma Inc. ("RPI").

9 The Court having read and considered the papers on the motion, the arguments of counsel,
10 and the law; and good cause appearing therefore,

11 IT IS ORDERED:

12 The parties' Settlement Agreement (the "Settlement" or the "Agreement") is granted
13 preliminary approval as it meets the criteria for preliminary approval. The Settlement falls within
14 the range of possible approval as fair, adequate and reasonable, and appears to be the product of
15 arm's length and informed negotiations and to treat all Class Members fairly.

16 The proposed notice plan is sound because individual notices will be mailed to all Class
17 Members whose identities are known to the parties, and such notice is the best notice practicable.
18 The parties' proposed Notice of Class Action Settlement (the "Class Notice") attached hereto as
19 **Exhibit 1**, is sufficient to inform the Class Members of the terms of the Settlement, their rights
20 under the Settlement, their rights to object to or comment on the Settlement and the processes for
21 doing so, their approximate Individual Settlement Award, and the date and location of the final
22 approval hearing, and are therefore approved.

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1 The Court preliminarily approves the following amounts subject to the Court granting final
2 approval:

3 Gross Settlement Amount	\$3,495,000.00
4 PAGA Penalties to the State	\$600,000.00, i.e. 75% of total PAGA allocation
5 Class Counsel Fees Payment	Up to \$1,165,000.00 i.e 1/3 of the gross settlement
6 Class Counsel Expenses Payment	Up to \$30,000.00
7 Class Representative Enhancement	Up to \$10,000.00
8 Settlement Administrator's Fee	Up to \$20,000.00

9
10 ILYM Group, Inc. is appointed to act as the Settlement Administrator, pursuant to the terms
11 set forth in the Agreement.

12 RPI is directed to provide to the Settlement Administrator not later than fourteen (14) days
13 after the date of this order the Class List as specified by the Settlement Agreement with a signed
14 declaration under the penalty of perjury attesting that all Class Members are included and their
15 information on the Class List is true and correct to the best of the declarant's personal knowledge.

16 The Class Notice will be disseminated by the Settlement Administrator within twenty-one
17 (21) calendar days after receiving the Class List from RPI. The Settlement Administrator will mail
18 the Notice Packet to all Class Members via regular First-Class U.S. Mail in both English and
19 Vietnamese (certified translation), using the most current, known mailing addresses identified in
20 the Class List or through a National Change of Address database search. The first page of the
21 Settlement Notice shall prominently estimate the dollar amounts of any Individual Class Member
22 Award and the number of workweeks during the Class Period used to calculate the amount. For
23 any returned envelopes from this mailing as non-deliverable on or before thirty (30) days after
24 mailing, the Settlement Administrator will use any forwarding address provided to re-mail the
25 returned envelope and, if no forwarding address is provided, will perform a skip trace to identify an
26 address to which the envelope may be forwarded. The Settlement Administrator shall undertake
27 such effort and further mailing no later than five (5) calendar days after receipt of the returned
28 envelope. The Settlement Administrator will maintain a report of the date of such re-mailings of

1 the Class Notice. Proof of distribution of the Class Notice will be filed by the Plaintiff in
2 conjunction with the motion for an order granting final approval of the Settlement.

3 The Class Members will have forty (40) days to object to the Settlement and dispute the
4 number of workweeks that they worked as shown in their individual notice. Any Class Member
5 who wishes to object to the Settlement may object by written objection using the case name and
6 number (found on the first page of the Class Notice), and mailing a copy of his/her written
7 objection to Class Counsel, Counsel for Defendant, and the Settlement Administrator at the
8 addresses listed in the Notice Packet. The objection should be signed, set forth the objecting Class
9 Member's name, address and telephone number, and state why he/she objects.

10 A final approval hearing will be held on August 15, 2024, at 2:00 p.m., to determine
11 whether the Settlement should be granted final approval as fair, reasonable, and adequate as to the
12 Class Members. The Court will hear all evidence and argument necessary to evaluate the
13 Settlement, and will consider plaintiff's and Class Counsel's request for the Class Representative
14 Enhancement Award and the Class Counsel Fees and Expenses Payment. Class Members may
15 support or oppose the Settlement and the motion for award of the Class Representative Payment
16 and the Class Counsel Fees and Expenses Payment, if they so desire, as set forth in the Class
17 Notice.

18 The Court reserves the right to continue the date of the final approval hearing without
19 further notice to the Class Members. The Court retains jurisdiction to consider all further
20 applications arising out of or in connection with the Settlement.

21 The stay on all non-settlement activity in this and the related cases remains in place.

22 IT IS SO ORDERED.

23
24 Dated: _____

Hon. Melissa R. McCormick
Judge of the Superior Court

EXHIBIT 1
(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******

PROOF OF SERVICE

I, Thomas Steinhart, declare:

I am and was at the time of the service mentioned in this declaration, employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the within action. My business address is Gleason & Favarote, LLP, 4014 Long Beach Blvd., Suite 300, Long Beach, CA 90807.

On January 5, 2024, I served a copy(ies) of the following document(s):

[PROPOSED] ORDER: (1) PRELIMINARILY APPROVING PROPOSED CLASS AND PAGA SETTLEMENT; (2) APPOINTING SETTLEMENT ADMINISTRATOR; (3) APPROVING CLASS NOTICE; AND (4) SETTING HEARING FOR FINAL APPROVAL OF SETTLEMENT

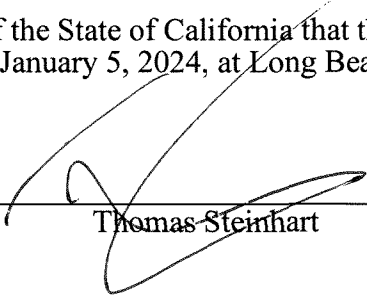
on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

Attorney	Party(ies) Served	Method of Service
LAW OFFICE OF JARROD Y. NAKANO Jarrod Y. Nakano 4 Park Plaza, Suite 125 Irvine, California 92614 Tel: (949) 544-2640 jarrod@nakanolawfirm.com	Attorneys for Defendants ROBINSON PHARMA, INC. and TOMMY NGUYEN	One Legal, LLC
LAW OFFICES OF ETHAN H. NELSON Ethan H. Nelson 4 Park Plaza, Suite 1025 Irvine, CA 92614 Tel: (949) 229-0961 Fax: (949) 861-7122 EthanNelsonEsq@gmail.com	Attorneys for Defendants ROBINSON PHARMA, INC. and TOMMY NGUYEN	One Legal, LLC
Mark D. Kemple Ryan C. Bykerk Oscar E. Peralta Andrea Carmona GREENBERG TRAURIG, LLP 1840 Century Park East, Suite 1900 Los Angeles, CA 90067-2121 Tel: (310) 586-7700 Fax: (310) 586-7800 kemplem@gtlaw.com bykerkr@gtlaw.com oscar.peralta@gtlaw.com carmonaa@gtlaw.com	Attorneys for Defendants ROBINSON PHARMA, INC. and TOMMY NGUYEN	One Legal, LLC



[BY DESIGNATED ELECTRONIC FILING SERVICE] I hereby certify that the above-referenced document(s) were served electronically on the parties listed herein at their most recent known email address or email of record by submitting an electronic version of the document(s) to One Legal, LLC, through the user interface at www.onelegal.com.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, and that this declaration was executed on January 5, 2024, at Long Beach, California.


Thomas Steinhart