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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

**NOTICE OF ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA SETTLEMENT TO
DEFENDANTS AND THE CALIFORNIA
LABOR AND WORKFORCE
DEVELOPMENT AGENCY**

Judge: Hon. Melissa R. McCormick
Dept.: CX104

Action Filed: December 23, 2020
Trial Date: None set

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1 **TO DEFENDANTS AND THEIR ATTORNEYS OF RECORD AND THE CALIFORNIA**
2 **LABOR AND WORKFORCE DEVELOPMENT AGENCY:**

3 **PLEASE TAKE NOTICE** that the Court signed and filed an Order Granting Preliminary
4 Approval of Class and PAGA Settlement. A copy of said Order is attached hereto as **Exhibit A**.

5
6 Dated: December 18, 2024

GLEASON & FAVAROTE LLP
TOREY JOSEPH FAVAROTE
DAVID H. DANNING

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8 By: _____

David H. Danning

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10 Attorneys for Representative Plaintiff
Amara O'Neill and the Certified Class

EXHIBIT A

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AMARA O'NEILL, on behalf herself and all
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) Case No. 30-2020-01176039-CU-OE-CJC
) Hon. Melissa R. McCormick
) Dept. CX104

) **ORDER GRANTING PRELIMINARY
) APPROVAL OF CLASS AND PAGA
) SETTLEMENT**

) Action Filed: December 23, 2020

ORDER

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

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Gross Settlement Amount	\$3,495,000.00
Gross PAGA Allocation	\$800,000.00
PAGA Penalties to Class Members	\$200,000.00, i.e. 25% of total PAGA Allocation
PAGA Penalties to the State	\$600,000.00, i.e. 75% of total PAGA allocation
Class Counsel Fees Payment	Up to \$1,165,000.00 i.e. 1/3 of the gross settlement
Class Counsel Expenses Payment	Up to \$30,000.00
Class Representative Enhancement	Up to \$10,000.00
Settlement Administrator's Fee	Up to \$20,000.00

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12 ILYM Group, Inc. is preliminarily appointed to act as the Settlement Administrator,
13 pursuant to the terms set forth in the Settlement Agreement. ILYM Group, Inc. is ordered to
14 administer the Settlement in accordance with the Settlement Agreement.

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

20 The Class Notice will be disseminated by the Settlement Administrator within twenty-one
21 (21) calendar days after receiving the Class List from Defendant. The Settlement Administrator
22 will mail the Notice Packet to all Class Members via regular First-Class U.S. Mail in both English
23 and Vietnamese (certified translation), using the most current, known mailing addresses identified
24 in the Class List or through a National Change of Address database search. The first page of the
25 Settlement Notice shall prominently estimate the dollar amounts of any Individual Class Member
26 Award and Individual PAGA Payment as well as the number of workweeks during the Class
27 Period used to calculate the amount. For any returned envelopes from this mailing as non-
28 deliverable on or before thirty (30) days after mailing, the Settlement Administrator will use any

1 forwarding address provided to re-mail the returned envelope and, if no forwarding address is
2 provided, will perform a skip trace to identify an address to which the envelope may be forwarded.
3 The Settlement Administrator shall undertake such effort and further mailing no later than five (5)
4 calendar days after receipt of the returned envelope. For the Class Members to whom the Class
5 Notices are resent, the deadline to file any written objections to the Settlement or disputes
6 regarding their number of workweeks shall be extended by fifteen (15) calendar days. The
7 Settlement Administrator will maintain a report of the date of such re-mailings of the Class Notice.
8 Proof of distribution of the Class Notice will be filed by the Plaintiff in conjunction with the
9 motion for an order granting final approval of the Settlement.

10 The Class Members will have sixty (60) days to object to the Settlement and dispute the
11 number of workweeks that they worked as shown in their individual notice. Any Class Member
12 who wishes to object to the Settlement may object by written objection using the case name and
13 number (found on the first page of the Class Notice) or the form objection provided in the Notice
14 Packet, and mailing a copy of his/her objection to the Settlement Administrator at the address listed
15 in the Notice Packet. The objection should be signed, set forth the objecting Class Member's
16 name, address and telephone number. Instead of submitting a written objection, objecting Class
17 Members may also orally object to the Settlement at the final approval hearing themselves or
18 through counsel.

19 To the extent that any Class Member disputes the number of workweeks that the Class
20 Member worked, as shown in his or her Notice, such Class Member may produce evidence to the
21 Settlement Administrator establishing the dates they contend to have worked for Defendant. Weeks
22 "worked" for purposes of this settlement will be determined by reference to timekeeping, payroll,
23 and/or other records. Unless the Class Member presents convincing evidence proving he or she
24 worked more workweeks than shown by Defendant's records, his/her Settlement Award will likely
25 be determined based on Defendant's records. The Settlement Administrator shall notify counsel for
26 the Parties of any disputes it receives. Defendant shall review its records and provide further
27 information to the Settlement Administrator, as necessary. The Settlement Administrator shall
28 provide a recommendation to counsel for the Parties. Counsel for the Parties shall then meet and

1 confer in an effort to resolve the dispute. The Settlement Administrator will notify the disputing
2 Class Member of the decision. The Settlement Administrator shall provide Class Counsel with all
3 documents submitted by the disputing Class Member and/or Defendant, and upon which the
4 Settlement Administrator relied in resolving the Class Member's dispute, as well as the Settlement
5 Administrator's ultimate decision, which Class Counsel will file with the Court in connection with
6 Plaintiff's Motion for Final Approval. The Court may review any decisions made by the Settlement
7 Administrator and/or the Parties regarding any disputes submitted by a Class Member regarding his
8 or her workweeks. The parties will file all disputes submitted by the Class Members, evidence
9 submitted as part of those disputes, and the resolution of those disputes prior to the final approval
10 hearing.

11 A final approval hearing will be held on May 8, 2025, at 2:00 p.m., to determine whether
12 the Settlement should be granted final approval as fair, reasonable, and adequate as to the Class
13 Members. The Court will hear all evidence and argument necessary to evaluate the Settlement, and
14 will consider Plaintiff's and Class Counsel's request for the Class Representative Service Payment
15 and the Class Counsel's Attorneys' Fees and Costs. Class Members may support or oppose the
16 Settlement and the motion for award of the Class Service Payment and the Class Counsel's
17 Attorneys' Fees and Costs, if they so desire, as set forth in the Class Notice. The motion for final
18 approval shall be filed and served at least 16 court days before the final approval hearing.

19 The Court reserves the right to continue the date of the final approval hearing without
20 further notice to the Class Members. The Court retains jurisdiction to consider all further
21 applications arising out of or in connection with the Settlement and retains jurisdiction to enforce
22 the Settlement pursuant to Code of Civil Procedure § 664.6.

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

24 **IT IS SO ORDERED.**

25
26 Dated: December 16, 2024



27 _____
Melissa R. McCormick
28 Judge of the Superior Court

EXHIBIT 1

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(I)(2), and submission of any judgment within 10 days after entry of same, under California Labor Code § 2699(I)(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.

c. 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.



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:

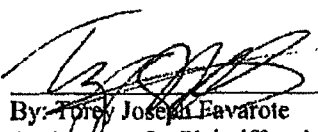
PLAINTIFF AMARA O'NEILL

DocuSigned by:
Amara O'Neill
Amara O'Neill, EA355A76744BB

on her own behalf and as class representative
of the certified class

Dated: 10/25/2023, 2023

GLEASON & FAVAROTE LLP


By: Torrey 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.

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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

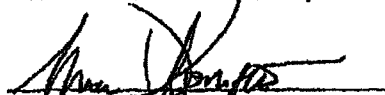
DEFENDANT ROBINSON PHARMA, INC.

By:

Dated: _____, 2023

Approved as to form:

GREENBERG TRAURIG, LLP


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

Dated: October 27, 2023

**AMENDMENT TO CLASS AND PAGA ACTION SETTLEMENT AGREEMENT AND
RELEASE**

The Parties agree to amend the Class and PAGA Action Settlement Agreement and Release ("Settlement," "Agreement" or "Settlement Agreement") made and entered into by and between Plaintiff Amara O'Neill ("Plaintiff") and Defendant Robinson Pharma, Inc. ("Defendant") on October 27, 2023 (Plaintiff and Defendant are collectively referred to as the "Parties," with each being referred to as a "Party") as set forth below:

1. The title of the Agreement is revised to state "CLASS AND PAGA ACTION SETTLEMENT AGREEMENT AND RELEASE." The first sentence in the Agreement is further amended to include "and PAGA" between the words "Class" and "Action."
2. Section 6 of the Agreement is amended to change "40" to "sixty (60)."
3. Section 11 of the Agreement is amended to change "thirty-three point three three percent" to "thirty-three point thirty-three percent."
4. Section 14 of the Agreement is amended to read: "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; the posting on the Settlement Administrator's website of all key case documents, including the operative Third Amended Complaint, the PAGA Notice Letters, the Settlement Agreement and all amendments thereto, the Notice Packet, the orders granting preliminary and final approval, and the final judgment (which shall remain on the Settlement Administrator's website for at least 180 days); 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."
5. The Class Member Release in section 15 of the Agreement is amended to read: "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 were or reasonably could have been asserted in the lawsuit based on the facts alleged in the operative complaint (i.e., the Third Amended Complaint) ("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 for civil penalties available under the Private Attorneys General Act based on the facts alleged in both the operative complaint and any of the PAGA notice letters submitted by O'Neill to the Labor Workforce Development Agency in the case numbered LWDA-CM-822861-221, 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 only be effective upon the Effective Date and upon Defendant fully funding the Settlement and the employer's portion of payroll taxes as provided in this Agreement."

6. Section 23 of the Agreement is amended to read: "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. For the Class Members to whom the Notice Packets are resent after following the procedures outlined in this section, the Response Deadline shall be extended by fifteen (15) calendar days."

7. Section 24 of the Agreement is amended to read: "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 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, although not required, the Class Member may state why he/she objects to the proposed Settlement and whether he/she intends to appear at the Final Approval Hearing. Class Members, regardless of whether they submit a written objection to the Settlement Administrator, will have the right to appear, in person or through counsel, at the Final Approval Hearing in order to have their objections heard by the Court. Class Counsel and Counsel for Defendant shall

file any responses to any written objections submitted to the Court in accordance with this Settlement Agreement at least five (5) court days before the Fairness Approval Hearing.”

8. Section 26 of the Agreement is amended to read: “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. The Settlement Administrator will notify the disputing Class Member of the decision. The Settlement Administrator shall provide Class Counsel with all documents submitted by the disputing Class Member and/or Defendant, and upon which the Settlement Administrator relied in resolving the Class Member’s dispute, as well as the Settlement Administrator’s ultimate decision, which Class Counsel will file with the Court in connection with Plaintiff’s Motion for Final Approval. The Court may review any decisions made by the Settlement Administrator and/or the Parties regarding any disputes submitted by a Class Member regarding his or her workweeks.”

9. Section 31 of the Agreement is amended to read: “Allocation of Net Settlement Amount to Calculate the Class Members’ Final Settlement Awards. The Net Settlement Amount (excluding the 25%, or \$200,000, of the PAGA Payment to be distributed to Class Members as described in section 32) 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."

10. A section now numbered as Section 32 is added to the Agreement and reads: "Allocation of the PAGA Payment. 25%, or \$200,000.00, of the PAGA Payment shall be paid to the Class Members out of the Net Settlement Amount ("Class Members' PAGA Payment"). The Class Members' PAGA Payment shall be allocated among Class Members by reference to the number of workweeks all Class Members worked during the Class Period. The total number of workweeks worked by all Class Members will be added together and the resulting sum will be divided into the Class Members' PAGA Payment to reach a per workweek dollar figure. That figure will then be multiplied by each Class Member's number of workweeks to determine the Class Member's *pro rata* portion of the Class Members' PAGA Payment ("Individual PAGA Payment"). 100% of each Individual PAGA Payment shall, for tax purposes, be designated as penalties and shall be reported using a Form 1099."

11. Section 32 is now renumbered to be Section 33.

12. Section 33 of the Agreement, now numbered 34, is amended to read: "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. Defendant shall also simultaneously deliver to the Settlement Administrator, Defendant's (Employer) share of payroll taxes including, but not limited to, FICA, FUTA, and SDI contributions. The Class Member Release shall not become effective until Defendant fully funds the Settlement including the payment of the employer's share of payroll taxes."

13. Sections 34 through 59 are now numbered as Sections 35 through 60.

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

PLAINTIFF AMARA O'NEILL

Amara O'Neill
Amara O'Neill (Nov 25, 2024 10:51:50)
Amara O'Neill, on her own behalf and as
class representative of the certified class
Dated: 11/25/2024

GLEASON & FAVAROTE LLP


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

Dated: November 25, 2024

DEFENDANT ROBINSON PHARMA, INC.

By: _____

Dated: _____

Approved as to form:

GREENBERG TRAURIG, LLP

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

via wire transfer the funds equal to the Gross Settlement Amount. Defendant shall also simultaneously deliver to the Settlement Administrator, Defendant's (Employer) share of payroll taxes including, but not limited to, FICA, FUTA, and SDI contributions. The Class Member Release shall not become effective until Defendant fully funds the Settlement including the payment of the employer's share of payroll taxes."

13. Sections 34 through 59 are now numbered as Sections 35 through 60.

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PLAINTIFF AMARA O'NEILL

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

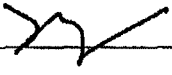
Dated: _____

GLEASON & FAVAROTE LLP

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

Dated: November 25, 2024

DEFENDANT ROBINSON PHARMA, INC.

By: 

Dated: 11/25/2024

Approved as to form:

GREENBERG TRAURIG, LLP

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

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PLAINTIFF AMARA O'NEILL

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

Dated: _____

GLEASON & FAVAROTE LLP

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

Dated: November 25, 2024

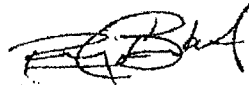
DEFENDANT ROBINSON PHARMA, INC.

By:

Dated: _____

Approved as to form:

GREENBERG TRAURIG, LLP



By: Ryan C. Bykerk
Attorney for Robinson Pharma, Inc.
Dated: 11/27/2024

EXHIBIT 2

NOTICE OF CLASS AND PAGA 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 [REDACTED]

Correction to Address Needed?

Address [REDACTED]

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 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 [REDACTED] weeks during the Class Period and thus are eligible to receive a class settlement payment in the gross estimated amount of \$[REDACTED] less applicable payroll taxes, and a PAGA settlement payment in the gross estimated amount of \$[insert amount].

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"). The PAGA Period is the same as the Class Period. 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 [REDACTED] 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 [REDACTED] ("Final Approval Hearing"). See below for details. The date of the Final Approval Hearing is subject to be changed.

You may access the key documents in this case on the Settlement Administrator's website at [INSERT URL], including the operative Third Amended Complaint, the PAGA Notice Letters, the Settlement Agreement and all amendments thereto, the Notice Packet, the orders granting preliminary and final

approval, and the final judgment. All of these documents, including the final judgment, will remain on the Settlement Administrator's website for at least 180 days.

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 \$1,470,000.00 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 minimum of \$200,000 for payment to Class Members for their share of the Settlement Amount allocated for settlement of their PAGA claims, of which 100% shall for tax purposes be deemed non-wages; (c) 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; (d) \$600,000.00 to the State of California for its share of the Settlement Amount allocated for settlement of the PAGA claims; (e) 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 (f) 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" and the amount set forth above in subsection (b) is referred to herein as the "PAGA 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 (excluding the 25%, or \$200,000, of the PAGA Payment to be distributed to Class Members as described in section 3 below), 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. The PAGA Recovery will be allocated among Class Members based upon calculations made using RPI's records. Specifically, a Class Member's share of the PAGA Payment, will be calculated by reference to the number of workweeks all Class Members worked during the Class

Period, which is the same as the PAGA Period. Each workweek worked by Class Members will be equal to one (1) settlement share. The total number of settlement shares for all Class Members will be added together and the resulting sum will be divided into \$200,000 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 PAGA Payment (the "Individual PAGA Payment"). 100% of each Individual PAGA Payment shall, for tax purposes, be designated as penalties and shall be reported using a Form 1099.

4. Based on the foregoing methodology, your estimated Individual Class Member Award and Individual PAGA Payment is shown on page 1 of this notice. PLEASE NOTE that you may receive more or less than the amount stated above after accounting for all sums payable from the Settlement Amount.

5. 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 were or reasonably could have been asserted in the lawsuit based on the facts alleged in the operative complaint (i.e. the Third Amended Complaint) ("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 for civil penalties available under the Private Attorneys General Act based on the facts alleged in both the operative complaint and any of the PAGA notice letters submitted by O'Neill to the Labor Workforce Development Agency in the case numbered LWDA-CM-822861-221, 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

You may object to the Settlement by submitting a written objection to the Settlement Administrator at the address listed in this notice on or before [REDACTED]. You may, as an alternative to a written objection, orally object in person or through counsel at the final approval hearing on the date provided in Section H below. The order granting preliminary approval and setting the final approval hearing will also be provided on the Settlement Administrator's website at [REDACTED]. 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.

Class Counsel's application for fees will be filed with the Court on or before [REDACTED]. 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 should be signed and set forth your name, mailing address, and telephone number. The attached Objection Form at the end of this notice may be used to submit your written objection to the Settlement Administrator. While not required, any objection may 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. Regardless of whether you submit an objection, or explain any objection, you will have the right to appear, in person or through counsel, at the Final Approval Hearing in order to have your objections heard by the court.

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 [REDACTED], 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 review RPI's records and evaluate the evidence submitted by the Class Member and discuss in good faith how many workweeks should be credited to each Class Member. RPI shall review its records and provide further information to the Settlement Administrator, as necessary. Unless the Class Member presents convincing evidence proving he or she worked more workweeks than shown by Defendant's records, his/her Settlement Award will likely be determined based on

Defendant's records. The Settlement Administrator will provide all of the documents used to come to the decision of how many workweeks should be credited to each contesting Class Member to the Parties for submission to the Court. The Court may review any decisions made by the Settlement Administrator and/or the Parties regarding any disputes submitted by a Class Member regarding his or her workweeks at the final approval hearing discussed below in Section H.

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 [REDACTED] in Department CX104 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
TELEPHONE NUMBER FAX
E-MAIL ADDRESS
DOCUMENTS

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

Torey Joseph Favarote (tfavarote@gleasonfavarote.com)
Gleason & Favarote LLP
3646 Long Beach Blvd., Suite 203
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 IS NOT AN ADVERTISEMENT FROM A LAWYER******

FORM OBJECTION

Amara O'Neill v. Robinson Pharma, Inc., et al.; Orange County Superior Court Case No. 30-2020-01176039-CU-OE-CJC

ONLY MAIL THIS FORM IF YOU WISH TO OBJECT TO THE SETTLEMENT

Full Name: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Do You Plan on Attending the Final Approval Hearing? (optional): Yes: ____ No: ____

Explain Your Objection (optional):

Signed: _____ Dated: _____

THÔNG BÁO VỀ ĐỀ XUẤT HÒA GIẢI VỤ KIẾN TẬP THỂ

Đây là thông báo chính thức của Tòa án về đề xuất hòa giải vụ kiện sau đây:

Amara O'Neill khởi kiện Robinson Pharma, Inc., và những người khác.;

Tòa Thượng Thẩm Quận Cam

Vụ việc số 30-2020-01176039-CU-OE-CJC

Tên [REDACTED]

Cần sửa lại địa chỉ?

Địa chỉ [REDACTED]

Liên hệ với Quản trị viên Dân xếp.

CÁC THÀNH VIÊN CỦA NHÓM KIẾN TẬP THỂ ĐƯỢC THÔNG BÁO NHƯ SAU:

Các bên trong vụ kiện tập thể tập thể nói trên đã đi đến đề xuất hòa giải vụ kiện ("Thỏa thuận Hòa giải"), vụ kiện tập thể này ("Vụ kiện Tập thể") đã được Tòa án chứng nhận vào ngày 17 tháng 11 năm 2022 và hiện đang chờ xử lý tại Tòa Thượng Thẩm Quận Cam. Vì các quyền của quý vị có thể bị ảnh hưởng bởi Thỏa thuận Hòa giải nêu trên nên việc đọc kỹ thông báo này là rất quan trọng đối với quý vị.

Hồ sơ vụ việc phản ánh rằng quý vị là một thành viên của Tập thể Nhân viên trong Vụ kiện Tập thể được Tòa Thượng Thẩm Quận Cam chứng nhận vào ngày 17 tháng 11 năm 2022. Quý vị chính là một thành viên của Tập thể nêu trên vì: (i) đã làm việc với tư cách là nhân viên không được miễn thuế tại California cho công ty Robinson Pharma, Inc. ("RPI") tại một thời điểm nào đó trong khoảng thời gian từ ngày 29 tháng 1 năm 2017 đến ngày 17 tháng 11 năm 2022, và (ii) không yêu cầu được loại ra khỏi Tập thể Nhân viên đó hoặc không xin tham gia lại Tập thể Nhân viên đó ("Tập thể" hoặc "Thành viên Tập thể"). Sau khi được chứng nhận, các cựu nhân viên và nguyên đơn Amara O'Neill ("Nguyên Đơn") và RPI đã thay mặt cho tất cả các Thành viên của Tập thể đi đến một đề xuất hòa giải đối với tất cả các khiếu nại bị cáo buộc trong khoảng thời gian từ ngày 29 tháng 1 năm 2017 đến ngày 1 tháng 7 năm 2023 ("Giai đoạn Kiện Tập thể"). Vì quý vị là một Thành viên Tập thể, quý vị có quyền tham gia vào Thỏa thuận Hòa giải nói trên trong thông báo này và nhận một khoản thanh toán từ Thỏa thuận Hòa giải. Dựa trên thông tin có trong hồ sơ của RPI, quý vị đã làm việc [REDACTED] tuần trong Giai đoạn Kiện Tập thể và do đó quý vị đủ điều kiện để nhận được một Số tiền Hòa giải với tổng số tiền đã trừ đi thuế lương hiện hành ước tính là \$[REDACTED] và một khoản thanh toán bổ sung theo PAGA với tổng số tiền ước tính là \$[insert amount].

Như được giải thích chi tiết hơn dưới đây, *quý vị không cần phải thực hiện bất kỳ hành động nào để nhận được Số tiền Hòa giải của mình.* Vì là một Thành viên Tập thể, quý vị sẽ nhận được Số tiền Hòa giải và bị ràng buộc bởi việc từ bỏ bất kỳ khiếu nại nào được mô tả trong thông báo này

A. MỤC ĐÍCH CỦA THÔNG BÁO NÀY

Vào ngày 17 tháng 11 năm 2022, Tòa án đã chứng nhận Tập thể sau: Tất cả các nhân viên không được miễn thuế làm việc cho RPI tại California từ ngày 29 tháng 1 năm 2017 đến ngày 17 tháng 11 năm 2022 ("Tập thể"). Sau khi được chứng nhận, thông báo đã được gửi đến Tập thể để thông báo cho các Thành viên Tập thể về quyền yêu cầu loại trừ khỏi Tập thể bằng cách "rút khỏi Tập thể". Những người chọn rút khỏi Tập thể đã nhận được một thông báo tiếp theo là thông báo cho tất cả những người rút khỏi Tập thể về quyền được tham gia lại Tập thể. Quý vị nhận được thông báo này vì quý vị là một Thành viên Tập thể —tức là quý vị đã làm việc với tư cách là nhân viên không được miễn thuế cho RPI tại California và hoặc: (i) không rút khỏi Tập thể, hoặc (ii) đã rút khỏi và sau đó đã tham gia lại Tập thể.

Nguyên đơn và RPI đã đi đến một Thỏa thuận Hòa giải thay mặt cho tất cả các Thành viên Tập thể trong Giai đoạn Kiện Tập thể. Thông báo này nhằm mục đích thông báo cho quý vị về Thỏa thuận Hòa giải nói trên và các lựa chọn của quý vị (tức là quyền tham gia và phản đối Thỏa thuận Hòa giải)."

B. MÔ TẢ NỘI DUNG VỤ KIỆN

Nguyên đơn đã kiện RPI với cáo buộc rằng kể từ năm 2017, RPI đã yêu cầu nhân viên gửi và trả lời email, tin nhắn văn bản và thực hiện các cuộc gọi điện thoại ngoài giờ làm việc, dẫn đến việc nhân viên không được trả lương, chi phí kinh doanh không được hoàn trả, không thanh toán đầy đủ các khoản lương khi nhân viên nghỉ việc, không cung cấp bảng lương chính xác, vi phạm luật cạnh tranh không lành mạnh của California ("UCL"), và các hình phạt dân sự theo Đạo luật Tổng chương lý Tư nhân ("PAGA"). Giai đoạn PAGA là cùng thời gian với Giai đoạn Kiện tập thể. Nguyên đơn cũng cáo buộc rằng RPI đã không trả lương làm thêm giờ cho nhân viên và không trả đủ theo tổng thời gian làm việc thực tế của nhân viên, không trả lương cho nhân viên theo mức thông thường (bao gồm cả lương làm thêm giờ, tiền phụ cấp cho thời gian nghỉ ăn hoặc nghỉ ngơi, và nghỉ bệnh), không cung cấp thời gian nghỉ ăn và nghỉ ngơi phù hợp hoặc tiền phụ cấp cho các loại thời gian này, không thanh toán lương kịp thời cho nhân viên trong suốt thời gian họ làm việc hoặc khi họ nghỉ việc hoặc chấm dứt hợp đồng, không ghi chép chính xác thời gian làm việc của nhân viên, bao gồm tổng thời gian làm việc thực tế, không theo dõi, cung cấp, hoặc trả lương nghỉ bệnh cho nhân viên, không cho phép nghỉ một ngày trong bảy ngày, vi phạm các điều khoản của Quy Định Tiền Lương của Ủy ban Phúc lợi Công nghiệp, sử dụng thông tin tín dụng và kiểm tra lý lịch nhân viên không đúng cách và chưa thanh toán cho các hình phạt dân sự, bao gồm các hình phạt theo PAGA. Nguyên đơn yêu cầu RPI phải trả cho các Thành viên Tập thể lương, tiền phạt, bồi thường thiệt hại, tiền lợi nhuận, phí đối với lệnh cấm tạm thời, phán quyết tuyên bố, phí kế toán, cũng như phí luật sư và phí tòa án. RPI không đồng ý với những cáo buộc này và tin rằng mình đã tuân thủ luật pháp.

Các bên đã nỗ lực đáng kể để thu thập thông tin liên quan đến các khiếu nại được đưa ra, bao gồm việc trao đổi dữ liệu chi tiết về Nguyên đơn và Tập thể, xây dựng các tài liệu về chính sách và thủ tục, lấy lời khai từ các đại diện của bộ phận trả lương và nguồn nhân lực của RPI, một phiên hòa giải kéo dài một ngày, và trao đổi hàng trăm trang tài liệu chi tiết và phân tích thực tế cũng như pháp lý liên quan đến việc chứng nhận Tập thể, cũng như hòa giải. Các bên không đồng ý về kết quả có thể xảy ra của Vụ kiện liên quan đến trách nhiệm và thiệt hại nếu vụ kiện không được giải quyết. Mặc dù Nguyên đơn và RPI đều sẵn sàng tiếp tục tố tụng vụ kiện, mỗi bên đều nhận thức rằng việc tố tụng là một đề xuất rủi ro và tốn kém, và rằng mỗi bên có thể không thắng trong bất kỳ hoặc tất cả các khiếu nại.

Thỏa thuận Hòa giải này là kết quả của các cuộc đàm phán thiện chí và công bằng giữa Nguyên đơn và RPI. Mỗi bên đồng ý rằng khi xét đến các rủi ro và chi phí liên quan đến việc tiếp tục tố tụng, có thể thấy Thỏa thuận Hòa giải này là công bằng và phù hợp trong các tình huống hiện tại và vì lợi ích cao nhất của các Thành viên Tập thể.

Xin lưu ý rằng Tòa án chưa đưa ra quyết định về các khiếu nại của Nguyên đơn hoặc các biện pháp phòng vệ của RPI (nghĩa là Tòa án chưa xác định ai đúng hay sai)."

Vào ngày [REDACTED] Tòa án đã cấp phê duyệt sơ bộ cho Thỏa thuận Hòa giải này. Tòa án sẽ quyết định xem có đưa ra phê duyệt cuối cùng cho Phương án giải quyết được đề xuất hay không tại phiên điều trần được lên lịch vào [REDACTED] ("Phiên Điều trần Phê duyệt Cuối cùng"). Xem bên dưới để biết thêm thông tin chi tiết. Ngày diễn ra Phiên Điều trần Phê duyệt Cuối cùng sẽ có thể bị thay đổi.

Quý vị có thể truy cập các tài liệu chính về vụ kiện này trên trang web của Quản trị viên Dân xếp tại [INSERT URL], bao gồm cả Khiếu nại sửa đổi thứ ba có hiệu lực, Thư Thông Báo PAGA, Thỏa thuận đề xuất giải quyết và tất cả các sửa đổi kèm theo, Tập hồ sơ Thông báo Tòa Án, các lệnh cấp phê duyệt sơ bộ, phê duyệt cuối cùng, và phán quyết cuối cùng. Tất cả các tài liệu này, bao gồm cả phán quyết cuối cùng sẽ vẫn còn được tìm thấy trên trang web của Quản trị viên Dân xếp ít nhất 180 ngày.

C. TÓM TẮT CÁC ĐIỀU KHOẢN CỦA THỎA THUẬN HÒA GIẢI

Phụ thuộc vào sự chấp thuận của Tòa án, các điều khoản của Thỏa thuận Hòa giải là như sau:

1. Tổng Số tiền Hòa giải là \$3,495,000.00 (số tiền hòa giải) mà RPI sẽ thanh toán bao gồm: (a) Tối thiểu là \$1,470,000.00 cho các Thành viên Tập thể, trong đó 25% của số tiền đó sẽ được coi là lương và do đó sẽ được báo cáo trên Biểu mẫu W-2, và 75% còn lại sẽ được coi là thu nhập không phải lương và sẽ được báo cáo trên Biểu mẫu 1099; (b) Tối thiểu là \$200,000 cho các Thành viên Tập thể để giải quyết các khiếu nại PAGA của họ, trong đó 100% sẽ được coi là thu nhập không phải lương; (c) Tối đa là \$1,165,000.00 (33.33% của Số tiền Hòa giải) cho phí luật sư của Luật sư đại diện Tập thể và chi phí tố tụng lên đến \$30,000.00; (d) \$600,000.00 cho Nhà nước California để giải quyết các khiếu nại PAGA; (e) tối đa là \$10,000.00 cho việc thanh toán khoản thanh toán dịch vụ đại diện tập thể cho Nguyên đơn có tên vì sự phục vụ của cô ấy cho Tập thể trong việc đưa vụ việc ra giải quyết thay mặt cho Tập thể; và (f) Tối đa là \$20,000.00 cho Chi phí Quản trị dân xếp. Số tiền Hòa giải không bao gồm thuế lương mà người sử dụng lao động phải trả đối với 25% số tiền được phân bổ được coi là tiền lương của các Thành viên Tập thể, số tiền này sẽ được thanh toán ngoài Số tiền Hòa giải. Trong trường hợp số tiền tối đa nêu trong tiểu mục (b)-(e) không được Tòa án phê duyệt và quyết định, số tiền không được phê duyệt và trao trả sẽ được thêm vào Số tiền Phục hồi của Tập thể (tiểu mục (a)). Không có khoản tiền nào trong số này sẽ được hoàn lại cho RPI. Số tiền nêu ở mục (a) được gọi là "Số tiền Phục hồi của Tập thể" và số tiền nêu ở mục (b) được gọi là "Số tiền Phục hồi theo PAGA".

2. Số tiền Phục hồi của Tập thể sẽ được phân bổ giữa các Thành viên Tập thể dựa trên các tính toán được thực hiện từ hồ sơ của RPI. Cụ thể, phần của từng Thành viên Tập thể trong Số tiền Hòa giải ròng (không bao gồm 25%, hoặc \$200,000, từ Khoản Thanh Toán PAGA sẽ được phân bổ cho các Thành viên Tập thể như được mô tả ở phần 3 dưới đây) sẽ được tính dựa trên số tuần làm việc của tất cả các Thành viên Tập thể trong Giai đoạn Kiện Tập Thể. Mỗi tuần làm việc của các Thành viên Tập thể nào còn làm việc tính đến ngày 1 tháng

7 năm 2023 sẽ tương đương với một (1) phần chia trong số tiền phục hồi. Mỗi tuần làm việc của các Thành viên Tập thể là nhân viên đã nghỉ việc tính đến ngày 1 tháng 7 năm 2023 sẽ tương đương với một và một phần mười phần chia (1.1) trong số tiền phục hồi để giải quyết các yêu cầu bồi thường bổ sung mà cựu nhân viên có theo luật. Tổng số phần chia trong số tiền phục hồi cho tất cả các Thành viên Tập thể sẽ được cộng lại và tổng số này sẽ được chia vào Số tiền Hòa giải ròng để đạt được con số cho mỗi phần phân chia. Con số này sẽ được nhân với số phần của từng Thành viên Tập thể để xác định phần phân chia của từng Thành viên Tập thể trong Số tiền Thanh toán ròng (Phần Phục hồi Cá nhân cho Thành viên Tập thể). Như đã đề cập ở trên, 25% của mỗi Phần Phục hồi Cá nhân cho Thành viên Tập thể sẽ được coi là lương và do đó sẽ được báo cáo trên Biểu mẫu W-2, và 75% còn lại sẽ được coi là thu nhập không phải lương và sẽ được báo cáo trên Biểu mẫu 1099.

3. Số tiền Phục hồi theo PAGA sẽ được phân bổ giữa các Thành viên Tập thể dựa trên các tính toán từ hồ sơ của RPI. Cụ thể, phần chia của từng Thành viên Tập thể trong Khoản Thanh toán PAGA sẽ được tính dựa trên số tuần làm việc của tất cả các Thành viên Tập thể trong Giai đoạn Kịch Tập thể mà cũng là Giai đoạn PAGA. Mỗi tuần làm việc của các Thành viên Tập thể sẽ tương đương với một (1) phần chia trong số tiền phục hồi nói trên. Tổng số phần chia trong số tiền phục hồi nói trên cho tất cả các Thành viên Tập thể sẽ được cộng lại và tổng số này sẽ được chia cho \$200,000 để đạt được con số cho mỗi phần chia. Con số này sẽ được nhân với số phần chia của từng Thành viên Tập thể để xác định phần phân chia của từng Thành viên Tập thể trong Khoản Thanh toán PAGA (Khoản Thanh toán PAGA Cá nhân). 100% của mỗi Khoản Thanh toán PAGA của Cá Nhân sẽ được coi là khoản thanh toán cho các hình phạt bị cáo buộc và các khoản tiền ngoài lương, và sẽ được báo cáo trên Biểu mẫu 1099.

4. Dựa vào phương pháp tính toán trên, Số tiền Hòa giải của Thành viên Tập thể và Khoản thanh Toán PAGA Cá nhân ước tính của quý vị được hiển thị trên trang 1 của thông báo này. VUI LÒNG LƯU Ý rằng quý vị có thể nhận được nhiều hơn hoặc ít hơn số tiền đã nêu trên sau khi tính toán tất cả các khoản tiền phải thanh toán từ Số tiền Hòa giải.

5. Mỗi Thành viên Tập thể đồng ý với các điều khoản giải phóng sau đây ("Sau đây gọi là Giải Phóng"):

Tôi xin giải phóng hoàn toàn, vĩnh viễn, không thể thay đổi, không điều kiện và xóa bỏ trách nhiệm trong thời gian từ ngày 29 tháng 1 năm 2017 đến ngày 1 tháng 7 năm 2023 đối với Robinson Pharma, Inc., và các thực thể liên kết của nó, bao gồm các công ty liên quan, các công ty tiền nhiệm, kế thừa, các công ty mẹ trực tiếp và gián tiếp, các công ty con và các công ty bảo hiểm của nó, và mỗi chủ sở hữu, giám đốc, nhân viên, đối tác, thành viên, chính, đại lý, các công ty bảo hiểm, đồng bảo hiểm, tái bảo hiểm, cổ đông, luật sư, đại diện cá nhân hoặc pháp lý, người thừa kế, và tất cả các cá nhân hành động bởi, thông qua, dưới quyền, hoặc phối hợp với họ (tập hợp tất cả các thực thể này, bao gồm cả Robinson Pharma, Inc., được gọi sau đây là các "Bên Được Giải Phóng"), giải phóng các bên đã nêu khỏi bất kỳ và tất cả các khiếu nại (tức là Khiếu nại Sửa đổi Thứ ba) ("Các Khiếu nại Được Giải phóng"). Các Khiếu nại Được Giải phóng bao gồm các khiếu nại về: Việc thanh toán hoặc không thanh toán lương hoặc các khoản bồi thường khác (bao gồm, nhưng không giới hạn ở, lương tối thiểu, lương làm thêm giờ, và/hoặc tiền thưởng); việc không thanh toán lương theo mức lương thông thường thực tế (bao gồm, lương làm thêm giờ, tiền thưởng cho thời gian nghỉ

ăn hoặc nghỉ ngơi, và nghỉ bệnh); việc không trả phụ cấp cho thời gian nghỉ ăn hoặc nghỉ ngơi; việc không thanh toán cho tổng số giờ làm việc thực tế; việc không thanh toán kịp thời lương trong thời gian làm việc; việc không thanh toán lương cho nhân viên khi chấm dứt hợp đồng hoặc khi kết thúc hợp đồng; việc không cung cấp thời gian nghỉ ăn và nghỉ ngơi đúng quy định; việc không ghi chép thời gian làm việc chính xác, bao gồm tổng giờ làm việc thực tế (do, ví dụ, làm việc ngoài giờ, làm tròn số, và tự động khấu trừ); việc không cung cấp bảng lương kịp thời hoặc đúng quy định; việc không duy trì ghi chép dữ liệu; việc không theo dõi, cung cấp, hoặc thanh toán nghỉ bệnh; việc không cho phép nghỉ một ngày trong bảy ngày làm việc; chi phí kinh doanh không được hoàn trả; thực hiện hành vi kinh doanh không công bằng; các hình phạt theo quy định của pháp luật, bao gồm các hình phạt đang chờ xử lý; vi phạm bất kỳ điều khoản nào của Quy Định Tiền Lương của Ủy ban Phúc lợi Công nghiệp (bao gồm các quy định về việc cung cấp chỗ ngồi phù hợp); Các yêu cầu bồi thường tiền phạt dân sự theo Đạo luật Tổng chương lý Tư nhân (PAGA) dựa trên các sự kiện được nêu trong cả đơn khiếu nại hiện hành và bất kỳ thư thông báo PAGA nào mà O'Neill đã gửi đến Cơ quan Phát triển Lao động và Lực lượng Lao động trong vụ án có số hiệu LWDA-CM-822861-221, các vi phạm đối với bất kỳ điều khoản nào của Quy Định Tiền Lương của Ủy ban Phúc lợi Công nghiệp (bao gồm các quy định về việc cung cấp chỗ ngồi phù hợp và yêu cầu về nhiệt độ); các thiệt hại ước tính; lợi nhuận; lệnh cấm tạm thời; phán quyết tuyên bố; và vấn đề kế toán, dù cho các khiếu nại đó là do vi phạm pháp luật, vi phạm hợp đồng hay theo biện pháp khắc phục theo luật định.

D. THAM GIA NHẬN SỐ TIỀN HÒA GIẢI

Để tham gia nhận Số tiền Hòa giải, quý vị không cần thực hiện bất kỳ hành động nào khác. Sau khi được Tòa án phê duyệt lần cuối, quý vị sẽ nhận được một séc Hòa Giải với số tiền như đã được mô tả trên trang 1.

E. PHẢN ĐỐI THỎA THUẬN HÒA GIẢI

Nếu quý vị muốn phản đối Thỏa thuận Hòa giải bằng văn bản, quý vị có thể gửi đơn phản đối đến Quản trị viên Dân xếp theo địa chỉ được liệt kê trong thông báo này vào hoặc trước ngày [REDACTED]. Thay vì gửi đơn phản đối bằng văn bản, quý vị có thể phản đối trực tiếp tại phiên điều trần phê duyệt cuối cùng hoặc thông qua luật sư vào ngày đã được cung cấp trong Phần H dưới đây. Lệnh phê duyệt sơ bộ và ấn định ngày điều trần cuối cùng cũng sẽ có trên trang web của Quản trị viên Dân xếp tại [REDACTED]. Quý vị không thể "rút khỏi" Thỏa thuận Hòa giải vì quý vị đã được trao cho cơ hội để tham gia sau khi nhận thông báo tập thể về việc chứng nhận Tập thể.

Đơn xin nộp phí của Luật sư Đại diện Tập thể sẽ được nộp lên Tòa án vào hoặc trước ngày [REDACTED]. Quý vị có thể truy cập tài liệu đó bất kỳ thời điểm nào sau ngày đó thông qua hệ thống Truy cập Hồ sơ Trực tuyến của Tòa Thượng Thẩm quận Cam, quý vị có thể truy cập bằng cách đăng nhập tại <www.occourts.org/online-services/case-access/>, tìm phần "Truy cập Hồ sơ Dân sự & Tài liệu" của trang web và nhấp vào liên kết "Truy cập Ngay" hiển thị trên trang đó. Người dùng sẽ cần chấp nhận các điều khoản sử dụng và nhập số vụ án (30-2020-01176039-CU-OE-CJC) để lấy tài liệu vụ án. Người dùng có thể phải trả phí cho Tòa Thượng Thẩm Quận Cam về việc cung cấp quyền truy cập công khai vào hồ sơ tòa án điện tử. Nếu quý vị tin rằng quý vị có cơ sở để

phản đối Thỏa thuận Hòa giải, quý vị có thể thực hiện điều đó bằng cách gửi đơn phản đối bằng văn bản theo cách được mô tả dưới đây

Quý vị cần cần ký và ghi rõ họ tên, địa chỉ gửi thư và số điện thoại của quý vị trên đơn phản đối. Mẫu Đơn Phản Đối đính kèm ở cuối thông báo này có thể được sử dụng để gửi đơn phản đối bằng văn bản đến Quản trị viên Dân xếp. Mặc dù không bắt buộc, nhưng bất kỳ đơn phản đối nào cũng cần phản ánh và giải thích lý do quý vị phản đối Thỏa thuận Hòa giải hoặc phản đối các khoản phí luật sư yêu cầu, và việc liệu quý vị hoặc người đại diện của quý vị có dự định tham dự Phiên Điều trần Phê duyệt Cuối cùng hay không. Bất kể quý vị có gửi đơn phản đối hoặc giải thích sự phản đối nào hay không, quý vị vẫn có quyền xuất hiện, trực tiếp hoặc qua luật sư, tại Phiên Điều Trần Phê Duyệt Cuối Cùng để việc phản đối của quý vị được tòa án xem xét.

F. CÁC KHIẾU NẠI VỀ SỐ TUẦN LÀM VIỆC ĐƯỢC TÍNH

Đối với mỗi Thành viên Tập thể, số tuần làm việc trong suốt Giai đoạn Kiện Tập thể sẽ được tính toán dựa trên các hồ sơ của RPI. Nếu quý vị không đồng ý với các số liệu được báo cáo ở trên, quý vị có thể gửi bằng chứng cho Quản trị viên Dân xếp trước hoặc vào ngày [REDACTED], kèm theo tài liệu để chứng minh số tuần làm việc quý vị thực sự đã làm việc cho RPI ở California trong Giai đoạn Kiện Tập thể. **TÀI LIỆU GỬI ĐẾN QUẢN TRỊ VIÊN DÂN XẾP SẼ KHÔNG ĐƯỢC TRẢ LẠI HOẶC BẢO QUẢN; QUÝ VỊ VUI LÒNG KHÔNG GỬI TÀI LIỆU BẢN GỐC.** Các Bên và Quản trị viên Dân xếp sẽ xem xét hồ sơ của RPI và đánh giá bằng chứng do Thành viên Tập thể cung cấp và bàn bạc một cách thiện chí về số tuần làm việc đúng cho từng Thành viên Tập thể. RPI sẽ xem xét hồ sơ của mình và cung cấp thêm thông tin cho Quản trị viên Dân xếp nếu cần thiết. Trừ khi Thành viên Tập thể đưa ra bằng chứng thuyết phục chứng minh rằng họ đã làm việc nhiều tuần hơn so với hồ sơ của Bị đơn, Phần chia Hòa giải của họ sẽ có thể được xác định dựa trên hồ sơ của Bị đơn. Quản trị viên Dân xếp sẽ cung cấp tất cả các tài liệu đã được sử dụng để đưa ra quyết định về số tuần làm việc đúng của mỗi Thành viên Tập thể có khiếu nại cho các Bên để trình lên Tòa án. Tòa án có thể xem xét bất kỳ quyết định nào được đưa ra bởi Quản trị viên Dân xếp và/hoặc các Bên liên quan đến bất kỳ khiếu nại nào do Thành viên Tập thể gửi liên quan đến số tuần làm việc của họ tại Phiên Điều trần Phê duyệt Cuối cùng được đề cập dưới đây trong Phần H.

G. THUẾ

Đối với mục đích báo cáo thuế, bất kỳ khoản thanh toán nào được thực hiện cho các Thành viên Tập thể (ngoại trừ Khoản Thanh toán Dịch vụ Đại diện Tập thể) sẽ được phân bổ như sau: (a) 25% là tiền lương; và (b) 75% là không phải tiền lương. Tất cả các khoản thanh toán khác, bao gồm bất kỳ khoản thanh toán nào theo PAGA được thực hiện theo Thỏa thuận Hòa giải này sẽ được coi là không phải tiền lương và sẽ được báo cáo bằng Biểu mẫu 1099 của IRS. Nếu quý vị có bất kỳ câu hỏi nào liên quan đến cách xử lý thuế của bất kỳ khoản thanh toán nào theo Thỏa thuận Hòa giải, quý vị nên tham khảo ý kiến của cố vấn thuế riêng của quý vị với chi phí do chính quý vị thanh toán. RPI, Nguyên đơn và các luật sư của họ không đưa ra bất kỳ tuyên bố nào về cách xử lý thuế hoặc hiệu lực pháp lý của các khoản thanh toán được nêu ở đây và không thể cũng như không cung cấp cho quý vị hỗ trợ tư vấn thuế về vấn đề này.

H. PHIÊN ĐIỀU TRẦN PHÊ DUYỆT CUỐI CÙNG VỀ THỎA THUẬN HÒA GIẢI ĐƯỢC ĐỀ XUẤT

Tòa án sẽ tổ chức Phiên Điều trần Phê duyệt Cuối cùng về tính công bằng và đầy đủ của thỏa thuận đề xuất, kế hoạch phân chia, yêu cầu của Luật sư Đại diện về phí và chi phí luật sư, chi phí hành chính, và khoản thanh toán dịch vụ của đại diện Tập thể vào ngày [REDACTED] tại Phòng CX104 của Trung tâm Dân sự thuộc Tòa Thượng Thẩm Quận Cam nằm ở 751 S. Santa Ana Blvd., Santa Ana, California 92701. Ngày diễn ra Phiên Điều trần Phê duyệt Cuối sẽ có bị thể thay đổi.

I. THÔNG TIN BỔ SUNG

Các bên cần phải có địa chỉ hiện tại của quý vị để có thể gửi cho quý bị các thông báo khác liên quan đến vụ kiện. Quý vị nên liên hệ với Quản trị viên Dân xếp để báo cáo bất kỳ sự thay đổi nào về địa chỉ của quý vị sau khi nhận được Thông báo này.

Thông Báo này chỉ tóm tắt về Vụ kiện, Thỏa thuận Hòa giải, và các vấn đề liên quan khác. *Xin vui lòng không liên hệ với Tòa án hoặc Thư Ký Tòa án về thông báo này.* Để biết thêm thông tin, quý vị có thể truy cập thông tin công khai về vụ kiện này. Thông tin đó có sẵn trực tuyến tại <www.occourts.org/online-services/case-access/>, hoặc tại văn phòng của thư ký của Trung tâm Dân sự thuộc Tòa Thượng Thẩm Quận Cam nằm ở 751 S. Santa Ana Blvd., Santa Ana, California 92701. Quý vị cũng có thể liên hệ với Quản trị viên Dân xếp qua:

TRUNG TÂM DÂN SỰ
ĐỊA CHỈ
SỐ ĐIỆN THOẠI MIỄN PHÍ SỬ DỤNG
ĐỊA CHỈ FAX
TRUNG TÂM DÂN SỰ

Luật sư đại diện Tập thể ("Luật sư Tập thể") là:

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Các luật sư đại diện cho RPI là:

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XIN VUI LÒNG KHÔNG GỌI ĐIỆN HOẶC GỬI THƯ CHO TÒA ÁN VỀ THÔNG BÁO NÀY.

*****ĐÂY KHÔNG PHẢI LÀ QUẢNG CÁO TỪ MỘT LUẬT SƯ*****

BIỂU MẪU PHẢN ĐỐI

Amara O'Neill khởi kiện Robinson Pharma, Inc., và những người khác.;

Tòa Thượng Thẩm Quận Cam

Vụ việc số 30-2020-01176039-CU-OE-CJC

CHỈ GỬI BIỂU MẪU NÀY KHI QUÝ VỊ MUỐN PHẢN ĐỐI THỎA THUẬN HÒA GIẢI

Họ và tên: _____

Địa chỉ gửi thư: _____

Thành phố, Bang, Mã ZIP: _____

Số điện thoại: _____

Quý vị có dự định tham gia Phiên Điều trần Phê duyệt Cuối cùng hay không? (tùy chọn): Có: ____ Không: ____

Giải thích về sự Phản đối của quý vị (tùy chọn):

Ký tên: _____ Ngày: _____

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, 3646 Long Beach Blvd., Suite 203, Long Beach, CA 90807.

On December 18, 2024, I served a copy(ies) of the following document(s):

**NOTICE OF ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA
SETTLEMENT TO DEFENDANTS AND THE CALIFORNIA LABOR AND
WORKFORCE DEVELOPMENT AGENCY**

on the parties to this action as follows:

Attorney	Party(ies) Served	Method of Service
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	LWDA	Electronic submission

- ☒ [BY DESIGNATED ELECTRONIC FILING SERVICE] I hereby certify that the above-referenced documents was 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.
- ☒ [BY ELECTRONIC SUBMISSION] I hereby certify that the above-referenced document was served on the LWDA through its electronic submission portal at <https://dir.govfa.net/312>.

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 December 18, 2024, at Long Beach, California.

Thomas Steinhart