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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

DEBORAH JONES and MICHAEL
SALAZAR, individually, and on behalf of
other members of the general public similarly
situated, and as aggrieved employees pursuant
to the Private Attorneys General Act
("PAGA"),

Plaintiffs,

v.

CARDINAL HEALTH PHARMACY
SERVICES, LLC, a Delaware limited liability
company; CARDINAL HEALTH, INC., an
Ohio corporation; and DOES 1 through 10,
inclusive,

Defendants.

**JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 5320**

CASE NO.: 23CV419594

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: April 22, 2026

Hearing Time: 2:30 p.m.

Judge: Hon. Theodore C. Zayner

Dept.: 19

Action Filed: July 25, 2023

Trial Date: Not set

1 The motion of Plaintiffs Deborah Jones and Michael Salazar (“Plaintiffs”) for an order
2 finally approving the class action and PAGA settlement between Plaintiffs and Defendants
3 Cardinal Health Pharmacy Services, LLC and Cardinal Health, Inc. (“Defendants”) came on for
4 hearing on April 22, 2026 before the Honorable Theodore C. Zayner. The Court, having reviewed
5 the Plaintiffs’ Motion for Final Approval, arguments of counsel and evidence presented at the
6 hearing, and otherwise being fully informed and good cause appearing, hereby ORDERS that
7 Plaintiffs’ Motion for Final Approval is GRANTED.

8 It is further ORDERED, ADJUDGED, and DECREED as follows:

9 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
10 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
11 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

12 2. The Court hereby adopts and incorporates by reference the terms and conditions
13 defined in the Class Action and PAGA Settlement Agreement (the “Agreement” or “Settlement”),
14 and all terms not otherwise defined in this Order and Judgment shall have the same meaning as set
15 forth in the Agreement.

16 3. This Court finds that it has jurisdiction over the subject matter of this litigation
17 pending before the California Superior Court for the County of Santa Clara, and over all Parties to
18 this litigation, including the Class and Aggrieved Employees.

19 4. Plaintiffs submitted notice of the Settlement to the California Labor and Workforce
20 Development Agency (“LWDA”), and the LWDA has not indicated any opposition to the
21 Settlement.

22 5. Pursuant to Labor Code § 2698, *et seq.*, the Court also finds that the Settlement’s
23 resolution of the alleged PAGA claims furthers PAGA’s objectives. The PAGA Penalties amount
24 of \$50,000 is approved and shall be paid out of the Gross Settlement Amount, 75% of which shall
25 be allocated and paid to the LWDA and 25% of which shall be distributed to the Aggrieved
26 Employees as Individual PAGA Payments. The Administrator will calculate each Individual
27 PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA
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1 Penalties (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved
2 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's
3 PAGA Pay Periods. The Aggrieved Employees are all individuals who are or were directly
4 employed by Defendants in California and classified as a non-exempt employee at any time during
5 the PAGA Period, which is August 23, 2022, through May 13, 2025. All Aggrieved Employees
6 will be sent their share of the PAGA Penalties and will be subject to the release of the Released
7 PAGA Claims as set forth below, whether or not they opt out of the Class Settlement.

8 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
9 by first class mail to members of the Class at their last known addresses. Mailing of the Class
10 Notice to Class members' last known addresses was the best notice practicable under the
11 circumstances and was reasonably calculated to communicate actual notice of the litigation and
12 the proposed settlement to the Class.

13 7. The Class Notice fully and accurately informed the Class Members of all material
14 elements of the proposed Settlement and the Class Members' options including, *inter alia*, their
15 options (i) to be excluded from the Class by submitting a written opt-out request, (ii) to be
16 represented by counsel of their choosing, and (iii) to object to the terms of the Settlement. The
17 Class Notice was valid, due, and sufficient notice to all Class Members, and complied fully with
18 the laws of the State of California, the United States Constitution, due process and other applicable
19 law. The Class Notice fairly and adequately described the Settlement and provided Class
20 Members with adequate instructions and means to obtain additional information.

21 8. A full opportunity has been afforded to the Class Members to participate in the
22 Final Approval hearing, and all Class Members and other persons wishing to be heard have been
23 heard. Class Members also have had a full and fair opportunity to exclude themselves from the
24 proposed Settlement and Class. There was an adequate interval between notice and the deadline to
25 permit Class Members to choose what to do and act on their decision. Accordingly, the Court
26 determines that all Class Members who did not timely and properly submit a request for exclusion
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1 in accordance with the Agreement are bound by the Settlement and this Final Approval Order and
2 Judgment.

3 9. The Court has considered all relevant factors for determining the fairness of the
4 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
5 particular, the Court finds that the Gross Settlement Amount of One Million Five Hundred Fifty
6 Thousand Dollars (\$1,550,000) and the other terms set forth in the Agreement are fair, reasonable,
7 and adequate.

8 10. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
9 48 Cal.App.4th 1794, 1801 (1996). The Court finds that the Settlement was the result of arms'-
10 length bargaining between the Parties during an all-day mediation before Marc Feder, a respected
11 and experienced mediator of wage and hour class actions. There has been no collusion between
12 the Parties in reaching the proposed settlement. Plaintiffs' investigation and discovery have been
13 sufficient to allow the Court and counsel to act intelligently and to become familiar with the
14 strengths and weaknesses of the claims. Counsel for both Parties are experienced in similar
15 employment class action litigation. All counsel recommended approval of the Agreement. There
16 were no objectors to this settlement.

17 11. The consideration to be given to the Plaintiffs, Class Members, the Aggrieved
18 Employees, and the LWDA under the terms of the Agreement is fair, reasonable and adequate
19 consideration for the release of claims given the uncertainties and significant risks of the litigation
20 related to certification, liability, and damages issues, the strengths and weaknesses of the claims,
21 and the delays which would ensue from continued prosecution of the action. In so finding, the
22 Court has considered all evidence presented, and the Parties have provided the Court with
23 sufficient information about the nature and magnitude of the claims being settled, as well as the
24 impediments to recovery, to permit the Court to make an independent assessment of the
25 reasonableness of the terms to which the Parties have agreed.

26 12. The Court hereby grants final approval of the class settlement with respect to the
27 Class defined as: All individuals who are or were directly employed by Defendants in California
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1 and classified as a non-exempt employee at any time during the Class Period. The “Class Period”
2 is October 8, 2020 through May 13, 2025. All persons who meet the foregoing definition are
3 members of the Class, except for those individuals who timely submitted a valid request for
4 exclusion (“opt out”) from the Class. There were no individuals who requested exclusion.

5 13. Plaintiffs are suitable Class Representatives and are hereby confirmed as the Class
6 Representatives for the Class. The Court finds that Plaintiffs’ investment and commitment to the
7 litigation and its outcome ensured adequate and zealous advocacy for the Class, and that their
8 interests are aligned with those of the Class.

9 14. The Court hereby awards the Class Representative Service Payments in the amount
10 of \$10,000 to Plaintiff Jones and \$10,000 to Plaintiff Salazar, to be paid out of the Gross
11 Settlement Amount, and finds that such Class Representative Service Payments are reasonable in
12 light of the risks and burdens undertaken by the Plaintiffs in the litigation, for their time and effort
13 in bringing and prosecuting this matter on behalf of the Class and the Aggrieved Employees, and
14 for their execution of general releases.

15 15. The Court finds that Norman Blumenthal, Kyle Nordrehaug, Aparajit Bhowmik,
16 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
17 Nordrehaug Bhowmik De Blouw LLP and Raul Perez, Orlando Villalba, and Helga Hakimi of
18 Capstone Law APC (“Class Counsel”) have the requisite qualifications, experience, and skill to
19 protect and advance the interests of the Class. The Court therefore confirms its Preliminary
20 Approval Order appointing Class Counsel as counsel for the Class.

21 16. The Court hereby awards Class Counsel a Class Counsel Fees Payment in the
22 amount of \$575,305.44 and a Class Counsel Litigation Expenses Payment in the amount of
23 \$24,495.46, to be paid out of the Gross Settlement Amount. These amounts are reasonable, in
24 light of the contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and the
25 results achieved by Class Counsel. The requested award has been supported by Class Counsel’s
26 lodestar and billing statement. Class Counsel shall not seek or obtain any other compensation or
27 reimbursement from Defendants, Plaintiffs, or members of the Class.

1 17. The payment of \$9,890 to the Administrator as the Administration Expenses
2 Payment is approved because this amount is reasonable in light of the work performed by the
3 Administrator. The Administration Expenses Payment shall be paid out of the Gross Settlement
4 Amount. The Administrator shall calculate and administer the payments to be made to the
5 Participating Class Members and Aggrieved Employees, transmit payment for attorneys' fees and
6 costs to Class Counsel, transmit the Class Representative Service Payments to the Plaintiffs,
7 distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings, and
8 perform the other remaining duties set forth in the Agreement.

9 18. Notice of entry of this Final Approval Order and Judgment shall be given to all
10 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. This Final Approval
11 Order and Judgment shall be posted on the Administrator's website as set forth in the Class
12 Notice. It shall not be necessary to send notice of entry of this Final Approval Order and
13 Judgment to individual Class Members. Class Counsel shall serve this Final Approval Order and
14 Judgment on the LWDA.

15 19. Defendants shall fully fund the Gross Settlement Amount and also fund the
16 amounts necessary to fully pay Defendants' share of payroll taxes in accordance with the
17 Agreement, by transmitting the funds to the Administrator no later than thirty (30) days after the
18 Effective Date.

19 20. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the
20 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
21 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
22 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
23 Payments.

24 21. Participating Class Members and Aggrieved Employees must cash their settlement
25 checks within 180 days after issuance. If such checks are not cashed within 120 days after the
26 initial mailing of the checks, the Administrator will send the affected Participating Class Member
27 and/or Aggrieved Employee a reminder notice stating that unless the check is cashed in the next
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1 60 days, it will expire and become non-negotiable and offer to replace the check if it was lost or
2 misplaced. All funds associated with checks that remain uncashed by the expiration of the 180
3 day period, and therefore become void, shall be paid to Legal Aid at Work as the Cy Pres
4 Recipient of this Settlement in accordance with California Code of Civil Procedure section 384(b).

5 22. The Agreement and this Settlement are not an admission by Defendants, nor is this
6 Final Approval Order and Judgment a finding of the validity of any claims in the Action or of any
7 wrongdoing by Defendants or that this Action is appropriate for class treatment (other than for
8 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
9 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
10 as, or may be used as an admission by or against Defendants of any fault, wrongdoing or liability
11 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
12 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
13 admission or concession with regard to the denials or defenses by Defendants.

14 23. Neither this Judgment, Approval Motion, the Settlement, any document referred to
15 herein, any exhibit to any document referred to herein, any action taken to carry out the
16 Settlement, nor any negotiations or proceedings related to the Settlement shall have any collateral
17 estoppel or other preclusive effect against Defendants; provided, however, that Defendants and
18 any of the Released Parties can use the Agreement and this Final Approval Order and Judgment to
19 enforce the release and extinguishment of the Released Class Claims and Released PAGA Claims,
20 including without limitation by way of defense to any claims that have been or may hereafter be
21 asserted in any lawsuit or other judicial, administrative, or arbitral proceeding.

22 24. Except as set forth in the Agreement and this Final Approval Order and Judgment,
23 Plaintiffs, and all members of the Class, shall take nothing in the Action. Each party shall bear its
24 own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final
25 Approval Order and Judgment.

26 25. Effective on the date when Defendants fully fund the entire Gross Settlement
27 Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class
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1 Payments, all Participating Class Members, on behalf of themselves and their respective former
2 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully
3 release and discharge Defendants and the Released Parties from any and all causes of action,
4 claims, rights, damages, and penalties arising at any time during the Class Period that were
5 alleged, or reasonably could have been alleged, based on the facts stated in the Operative
6 Complaint, which includes all claims arising under California Labor Code §§ 201, 202, 203, 204,
7 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 245.5, 246, 246.5, 247, 247.5, 248.5, 248.6, 249,
8 510, 512, 516, 558, 1174, 1174.5, 1182.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; 8 C.C.R.
9 §11010, Sections 3, 4, 7, 11, 12, and 20; California Business and Professions Code §§17200-
10 17208; and any other applicable state or federal law, statute, ordinance, rule and/or regulation
11 (Wage Order) imposing liability and/or obligations that could be brought, for any and all of the
12 following: claims for unpaid wages (including claims for failure to pay minimum wages, straight
13 time wages, overtime and double-time compensation); all claims for the timeliness of wage
14 payments (whether regular or final wages); all claims for the failure to provide compliant meal,
15 rest, and recovery periods; all claims for the failure to pay premiums for violations of meal, rest,
16 and recovery period laws (including the failure to make premium payments at all, or failure to
17 make premium payments at the correct rate of pay); all claims for the provision of wage
18 statements; all claims for the failure to maintain accurate employment records; all claims for the
19 deduction of wages; all claims for the failure to reimburse necessary business expenses; all claims
20 for the failure to provide paid sick leave; and all claims for unfair business practices resulting from
21 any of the foregoing. Except as set forth in the Agreement, Participating Class Members do not
22 release any other claims, including claims for vested benefits, wrongful termination, violation of
23 the Fair Employment and Housing Act, unemployment insurance, disability, social security, or
24 workers' compensation.

25 26. Effective on the date when Defendants fully fund the entire Gross Settlement
26 Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class
27 Payments, all Aggrieved Employees and the LWDA, on behalf of themselves and their respective
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1 former and present representatives, agents, attorneys, heirs, administrators, successors, and
2 assigns, fully release and discharge Defendants and the Released Parties from any and all rights
3 and claims for civil penalties pursuant to PAGA during the PAGA Period that were alleged, or
4 reasonably could have been alleged, based on the facts stated in the Operative Complaint and the
5 PAGA Notices including all PAGA claims arising under California Labor Code §§ 201, 202, 203,
6 204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 245.5, 246, 246.5, 247, 247.5, 248.5, 248.6,
7 249, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802; and 8
8 C.C.R. §11010, Sections 3, 4, 7, 11, 12, and 20 for any and all of the following PAGA claims:
9 claims for unpaid wages (including claims for failure to pay minimum wages, straight time wages,
10 overtime and double-time compensation); all claims for the timeliness of wage payments (whether
11 regular or final wages); all claims for the failure to provide compliant meal, rest, and recovery
12 periods; all claims for the failure to pay premiums for violations of meal, rest, and recovery period
13 laws (including the failure to make premium payments at all, or failure to make premium
14 payments at the correct rate of pay); all claims for the provision of wage statements; all claims for
15 the failure to maintain accurate employment records; all claims for the deduction of wages; and all
16 claims for the failure to reimburse necessary business expenses.

17 27. The Released Parties are: Defendants and each of their former and present owners,
18 predecessors, successors, assigns, board members, trustees, members, partners, representatives,
19 heirs, executors, administrators, affiliated and related entities, commonly owned or controlled
20 entities, parents, subsidiaries, affiliates, officers, shareholders, directors, agents, employees,
21 attorneys, insurers, and any individual or entity to whom liability for claims released by Plaintiffs,
22 or the Released Class Claims and Released PAGA Claims, could be assigned pursuant to Labor
23 Code section 558.1 or on a joint-employer, alter-ego, or other vicarious liability theory.

24 28. This Final Approval Order and Judgment shall be binding on Plaintiffs and all
25 Class Members who are hereby barred by the doctrine of res judicata from asserting any and all of
26 the Released Class Claims.

1 29. This Final Approval Order and Judgment shall be binding on Plaintiffs and all
2 Aggrieved Employees, the LWDA, and the State of California who are hereby barred by the
3 doctrine of res judicata from asserting any and all of the Released PAGA Claims. *See Arias v.*
4 *Superior Court*, 46 Cal. 4th 969, 986 (2009).

5 30. This document shall constitute a judgment under California Code of Civil
6 Procedure section 664.6 and California Rules of Court, Rule 7.69(h).

7 31. Pursuant to California Code of Civil Procedure section 664.6, and without affecting
8 the finality of this Judgment in any way, the Court shall retain jurisdiction to construe, interpret,
9 implement and enforce the Agreement and this Judgment.

10 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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12 Dated: _____

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14 HON. THEODORE C. ZAYNER
15 JUDGE, SUPERIOR COURT OF CALIFORNIA
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