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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

GERALD HENDERSON, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; VERONICA DUENAS, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; GLORIA TORRES, individually, and on behalf of other members of the general public similarly situated,

Plaintiffs,

vs.

PHARMAVITE LLC, a California limited liability company; OTSUKA PHARMACEUTICAL CO., LTD., an unknown business entity; OTSUKA HOLDINGS CO., LTD., an unknown business entity; OTSUKA AMERICA, INC., a Delaware corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 24STCV04979 (Lead Case)
Consolidated Case No. 25CHCV00609

CLASS ACTION

Honorable Elaine Lu
Department 9

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

Date:	December 3, 2026
Time:	10:00 a.m.
Department:	9
Complaint Filed:	February 27, 2024
FAC Filed:	March 17, 2025
SAC Filed:	April 29, 2025
Trial Date:	None Set

This matter has come before the Honorable Elaine Lu, in Department 9 of the above-entitled Court, located at 312 Spring St, Los Angeles, California 90012, on December 3, 2026 at 10:00 a.m., on Plaintiffs Veronica Duenas and Gloria Torres' (together, "Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, and Service Payments ("Motion for Final Approval"). Lawyers *for* Justice, PC, appeared on behalf of Plaintiffs and the Class, and Gordon Rees Scully Mansukhani, LLP appeared on behalf of Defendant Pharmavite, LLC ("Defendant").

On June 18, 2026, the Court entered a Final Ruling ("Preliminary Approval Order"), thereby preliminarily approving the settlement of the above-entitled actions in accordance with the First Amended Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"), which, together with the exhibits annexed thereto set forth the terms and conditions for settlement of the Actions.

Having reviewed the Settlement Agreement and duly considered the parties' papers and oral argument, and good cause appearing,

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Motion for Final Approval is granted in its entirety.

2. This Final Approval Order and Judgment incorporates by reference the definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized terms used, but not defined, herein shall have the same meanings as in the Settlement Agreement and Preliminary Approval Order.

3. Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. ("PAGA") are to the version of that statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the Actions, or the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the notice to the Labor and Workforce Development Agency ("LWDA") was filed prior to June 19, 2024.

4. This Court has jurisdiction over the Class Members as it pertains to the Actions and the claims asserted in the Actions, the Court also has jurisdiction over all parties to the Actions as it pertains to the Actions and the claims asserted in the Actions.

5. The Court finds that the applicable requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq*. have been satisfied, with respect to the Class and the Settlement. The Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined to include: all current and former hourly-paid or non-exempt employees of Defendant in the State of California at any time during the period from June 2, 2021 to November 26, 2025. Employees who signed arbitration agreements containing class action waivers are not included in this Settlement ("Class" or "Class Members").

6. The aggrieved employees for purposes of the PAGA Settlement are hereby defined to consist of the following individuals: all current and former hourly-paid or non-exempt employees of Defendant in the State of California at any time during the period from December 20, 2022 to November 26, 2025 ("Aggrieved Employees").

7. The Court finds that the Court-approved Notice of Class Action Settlement ("Class Notice") that was provided to the Class Members, fully and accurately informed the Class Members of all material elements of the Settlement, of their opportunity to participate in the Settlement, object to or comment on the Class Settlement, or to seek exclusion from the Class Settlement; the Class Notice was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

8. Pursuant to California law, the Court hereby grants final approval to the Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following meaningful informal discovery and investigation conducted by Lawyers *for* Justice, PC ("Class

Counsel"), and that the Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the parties. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiffs' claims; the risk, expense, and complexity of pursuing the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court finds that the Settlement, including the monetary allocations and payments, appear within the range of reasonableness, and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. The Court has further considered the absence of any objections by the Class Members to the Class Settlement. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

9. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that Plaintiffs and all Class Members who did not submit a valid and timely Request for Exclusion from the Class Settlement ("Participating Class Members"), individually and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, are bound by the Class Settlement and by this Final Approval Order and Judgment, and thereby, upon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), shall fully and finally release and discharge the Released Parties from the Released Class Claims.

10. The Court finds that Plaintiff Veronia Duenas ("Plaintiff Duenas") has satisfied the prerequisites under PAGA, including, and not limited to, providing the LWDA and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a). The Court also finds that the

Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2). Pursuant to California Labor Code § 2699(l)(2), the Court has also considered and reviewed the PAGA Settlement and the allocation of $100,000.00 toward civil penalties under the California Private Attorneys General Act of 2004 ("PAGA Penalty Amount"), and the Court finds that they are fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Penalty Amount as follows: the amount of $75,000.00 to the LWDA ("LWDA Payment"), and the amount of $25,000.00 to the Aggrieved Employees, in accordance with the terms and methodology set forth in the Agreement.

11. The Court determines that, Plaintiffs, the State of California (with respect to Aggrieved Employees), and all Aggrieved Employees, individually and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, are bound by the PAGA Settlement and this Final Approval Order and Judgment, and thereby, upon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), shall fully and finally release and discharge the Released Parties from the Released PAGA Claims.

12. The Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth herein.

13. The Court finds that payment of Settlement Administration Costs in the amount of $8,500.00 to Phoenix Settlement Administrators (“Settlement Administrator”), is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process, and is hereby approved. It is hereby ordered that the Settlement Administrator shall issue payment to itself in the amount of $8,500.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. The Court finds that the Service Payments in the amount of $15,000.00 to each Plaintiff is fair and reasonable, and hereby approved. It is hereby ordered that the Settlement

Administrator issue payment in the amount of $15,000.00 to each Plaintiff for their Service Payments, according to the terms set forth in the Settlement Agreement.

15. The Court finds that attorneys' fees in the amount of $166,666.67 to Class Counsel falls within the range of reasonableness and that the results achieved justify the award sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of $166,666.67 to Class Counsel for attorneys' fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

16. The Court finds that reimbursement of litigation costs and expenses in the amount of $26,748.49 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of $26,748.49 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

17. It is hereby ordered that within thirty (30) calendar days after the Effective Date, Defendant shall deposit the Gross Settlement Amount of $500,000.00, and the employer's share of payroll taxes and contributions with respect to the wage portion of Individual Settlement Shares into an account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

18. It is hereby ordered that within fourteen (14) calendar days following the funding of the Gross Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court as follows: (a) Individual Settlement Payments to Participating Class Members, (b) Individual PAGA Payments to Aggrieved Employees, (c) LWDA Payment to the LWDA, (d) Service Payments to Plaintiffs, (e) Attorneys' Fees and Costs to Class Counsel, and (f) Settlement Administration Costs to the Settlement Administrator, in accordance with terms and methodology set forth in the Settlement Agreement.

19. Each check issued to a Participating Class Member and/or Aggrieved Employee for his or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid for a period of one hundred eighty (180) calendar days from the date of issuance of the check,

and after this time period, the check(s) shall be canceled. The leftover funds associated with checks issued to Participating Class Members and Aggrieved Employees, after the checks have been canceled, shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). All Participating Class Members shall be bound by the terms and conditions of the Class Settlement regardless of whether or not they cash or otherwise negotiate their Individual Settlement Payment checks. All Aggrieved Employees shall be bound by the terms and conditions of the PAGA Settlement regardless of whether or not they cash or otherwise negotiate their Individual PAGA Payment checks.

20. After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

21. Individualized notice of this Final Approval Order and Judgment is not required. The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment.

22. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in Department 9. Class Counsel shall submit the Settlement Administrator's accounting report regarding the status of the funding and disbursement of the Settlement at least five (5) court days prior to the Final Compliance Hearing.

IT IS SO ORDERED.

DATE: _____

_____
The Honorable Elaine Lu
Judge of the Superior Court of California