ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER:
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ATTORNEY FOR *(name)*: Plaintiff Duenas

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 312 North Spring Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles, 90012
BRANCH NAME: Spring Street Courthouse

PLAINTIFF/PETITIONER: Veronica Duenas, et al.
DEFENDANT/RESPONDENT: Pharmavite LLC

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER: 24STCV04979 / Dept. 9

(Check one): ☒ **UNLIMITED CASE** (Amount demanded exceeded $35,000) ☐ **LIMITED CASE** (Amount demanded was $35,000 or less)

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: June 18, 2026

2. A copy of the judgment, decree, or order is attached to this notice.

EXHIBIT 1 - FINAL RULING

EXHIBIT 2 - JUNE 18, 2026 MINUTE ORDER RE: HEARING ON MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

Date: July 1, 2026

Alborz Javaheri
(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

▶ A Javaheri
(SIGNATURE)

PLAINTIFF/PETITIONER: Veronica Duenas, et al.	CASE NUMBER:
DEFENDANT/RESPONDENT: Pharmavite LLC	24STCV04979 / Dept. 9

PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER

(NOTE: You cannot serve the* Notice of Entry of Judgment or Order *if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action.** I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify):*
PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one):*
   a. ☐ deposited the sealed envelope with the United States Postal Service.
   b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:
   a. on *(date):*
   b. from *(city and state):*

4. The envelope was addressed and mailed as follows:
   a. Name of person served:
   Street address:
   City:
   State and zip code:
   b. Name of person served:
   Street address:
   City:
   State and zip code:
   c. Name of person served:
   Street address:
   City:
   State and zip code:
   d. Name of person served:
   Street address:
   City:
   State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: July 1, 2026

Deven Launchbaugh
(TYPE OR PRINT NAME OF DECLARANT)

Deven R Launchbaugh
(SIGNATURE OF DECLARANT)

EXHIBIT 1

FILED
Superior Court of California
County of Los Angeles
06/18/2026
David W. Slayton, Executive Officer / Clerk of Court
By: M. Zavala Deputy

Preliminary Approval of Class Action Settlement
Department SSC-9

Henderson, et al. v. Pharmavite, LLC, et al.
Case No.: 24STCV04979 (consolidated with 25CHCV00609)
Hearing: June 18, 2026 (continued from March 19, 2026)

<u>FINAL RULING</u>

The Parties' Motion for Preliminary Approval of Class Action Settlement is GRANTED as the settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

- The Gross Settlement Amount ("GSA") is **$500,000**, non-reversionary. (¶3.1)
- The Parties will request the Court to approve and award the following payments and deductions to be made from the GSA:
    - Up to **$166,666.67 (33%)** for attorney fees (¶3.2.2)
    - Up to **$30,000** for litigation costs (*Ibid.*);
    - Up to **$30,000** for Service Payments to the Named Plaintiffs ($15,000 each) (¶3.2.1);
    - Up to **$9,000** for settlement administration costs (¶3.2.3);
    - **$100,000** PAGA penalty (**$75,000** or 75% to the LWDA; and **$25,000** to the Aggrieved Employees). (¶3.2.4)
- Defendant shall pay the Employer's share of the payroll taxes on the taxable portion of the settlement payments separately from the GSA.
- Plaintiffs shall release Defendants from claims described in the Settlement.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by ***<u>October 16,2026</u>*** and will be heard on ***<u>December 3, 2026</u>*** *<u>at 10:00AM</u>***.** *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

A Non-Appearance Case Review is set for ***October 23, 2026***, at 8:30 a.m., Department 9 re filing of Motion for Final Approval of Class Action Settlement.

BACKGROUND

This is a wage and hour class action. Defendant creates quality vitamin and supplements whose growing portfolio of brands include Nature Made®, MegaFood®, Nurish by Nature Made®, EQUELLE® and Uqora. Defendant is a subsidiary of Otsuka Pharmaceutical Co., Ltd. and its affiliated companies. Plaintiff Veronica Duenas is a current employee of Defendant and Plaintiff Gloria Torres is a former employee of Defendant.

On December 20, 2023, former plaintiff Gerald Henderson provided written notice by certified mail to the LWDA, Defendant Pharmavite LLC ("Defendant"), and former defendants Otsuka Pharmaceutical Co., Ltd., Otsuka Holdings Co., Ltd., and Otsuka America, Inc. (collectively, "Former Defendants") of the specific provisions of the California Labor Code that were alleged to be violated ("PAGA Notice").

On February 27, 2024, former plaintiff Gerald Henderson filed the Class Action Complaint for Damages in the Superior Court for the County of Los Angeles, thereby commencing Gerald Henderson v. Pharmavite LLC, et al., thereby commencing the abovecaptioned lawsuit ("Class Action").

On February 27, 2024, former plaintiff Gerald Henderson filed the Complaint for Enforcement under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Superior Court for the County of Los Angeles, thereby commencing the lawsuit entitled Henderson v. Pharmavite LLC, et al., Case No. 24CHCV00609 ("PAGA Action") (together with the Class Action, the "Actions").

On July 11, 2024, the Court issued a Minute Order, thereby consolidating the Class Action and PAGA Action, and deeming the Class Action as the lead case.

On February 10, 2025, former plaintiff Gerald Henderson and Plaintiff Veronica Duenas provided written notice by certified mail to the LWDA, Defendant, and Former Defendants of the specific provisions of the California Labor Code that were alleged to be violated ("Amended PAGA Notice").

On March 17, 2025, former plaintiff Gerald Henderson filed a First Amended Consolidated Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("First Amended Complaint"), thereby adding Plaintiffs as additional named plaintiffs and putative class representatives, in the Class Action.

On April 29, 2025, former plaintiff Gerald Henderson and Plaintiffs filed a Second Amended Consolidated Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Second Amended Complaint" or "Operative Complaint"), thereby adding a claim for civil penalties under PAGA for Plaintiff Veronica Duenas, in the Class Action.

On May 16, 2025, Lawyers for Justice, PC sought to be relieved as counsel for former plaintiff Gerald Henderson, in the Class Action. The Court granted Lawyers for Justice, PC relief as counsel on June 24, 2025.

On August 13, 2025, the Court struck the class allegations with respect to former plaintiff Gerald Henderson and ordered his claims proceed on an individual basis, in the Class Action.

On October 27, 2025, Plaintiffs, Defendant, and Former Defendants requested the Court to dismiss, without prejudice, Former Defendants with respect to the claims of Plaintiffs claims, from the Class Action. The Court dismissed the Former Defendants with respect to the claims of Plaintiffs on November 5, 2025.

On April 24, 2025, the Parties participated in an all-day mediation presided over by Steven J. Rottman, Esq., and were able to come to an agreement. A partially executed long form Settlement Agreement was filed with the Court on January 15, 2026 attached to the Declaration of Yasmin Hosseini ("Hosseini Decl.") as Exhibit 1. A fully executed Settlement Agreement was filed on February 20, 2025 attached to the Notice of Errata and Correction to Declaration of Yasmin Hosseini as Exhibit A .

On March 19, 2026, the Court issued a Checklist of items for counsel to address and continued Preliminary Approval. In response, on April 30, 2026, counsel filed a fully executed Amended Settlement Agreement attached to the Supplemental Declaration of Yasmin Hosseini ("Hosseini Supp. Decl.") as Exhibit 2.

Now before the Court is Plaintiff's motion for preliminary approval of the settlement.

SETTLEMENT CLASS DEFINITION

- "Class" or "Class Member(s)" means all current and former hourly-paid or non-exempt employees of Defendant in the State of California at any time during the Class Period. Employees who signed arbitration agreements containing class action waivers are not included in this Settlement. (Settlement Agreement, ¶1.5.)
    - "Class Period" means the period from June 2, 2021 to November 26, 2025. (¶1.10)
- "Aggrieved Employees" mean all current and former hourly-paid or non-exempt employees of Defendant in the State of California at any time during the PAGA Period. (¶1.2)
    - "PAGA Period" means the period from December 20, 2022 to November 26, 2025. (¶1.35)
- Defendant represents that there are 38,000 Workweeks worked in the Class Period. Should the qualifying Workweeks worked by Class Members during the Class Period increase beyond 10% of 38,000 (1.e., beyond 41,800 Workweeks), the Gross Settlement Amount will increase on a proportional basis above 10% (1.e., if there 1s an 11% increase in the number of Workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%). (¶8)
- The parties agree to class certification for the purposes of settlement. (¶12.1)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Gross Settlement Amount ("GSA") is **$500,000**, non-reversionary. (¶3.1)
- The Net Settlement Amount ("Net") (**$189,333.33)** is the GSA minus the following:
    - Up to **$166,666.67 (33%)** for attorney fees (¶3.2.2)
    - Up to **$30,000** for litigation costs (*Ibid.*);
    - Up to **$30,000** for Service Payments to the Named Plaintiffs ($15,000 each) (¶3.2.1);
    - Up to **$9,000** for settlement administration costs (¶3.2.3);
    - Payment of **$75,000** (75% of $100,000 PAGA penalty) to the LWDA. (¶3.2.4)
- The employer's share of payroll taxes will be paid separately from and in addition to the Gross Settlement Amount. (¶3.1)
- Funding of Settlement**:** Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting these funds to the Settlement Administrator no later than thirty (30) calendar days after the Effective Date. (¶4.3)
- Disbursement of GSA: Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will transmit payments for all Individual Settlement Payments, all Individual PAGA Payments, the LWDA Payment, the Settlement Administration Costs, the Attorneys' Fees and Costs, and the Service Payment. Disbursement of the Attorneys' Fees and Costs and the Service Payments shall not precede disbursement of Individual Settlement Payments and Individual PAGA Payments. (¶4.4)
- There is no claim form requirement. (¶3.1)
- Individual Settlement Shares: Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks as follows:
    - After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the total number of Workweeks worked by all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement. (¶3.2.5.a)
    - After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the "Final Workweek Value," and multiply each Participating Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share. (¶3.2.5.b)
    - Non-Participating Class Members will not receive any Individual Settlement Payments. The Settlement Administrator will retain amounts equal to their Individual Settlement Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. (¶3.2.8)
        - Tax Allocation**:** 20% as wages; 80% as interest and penalties. (¶3.2.7)
- Individual PAGA Payment Calculations: Individual PAGA Payments will be calculated and apportioned from the Aggrieved Employees Payment based on the Aggrieved

Employees' PAGA Pay Periods as follows: The Settlement Administrator will divide the Aggrieved Employees Payment, which is $25,000.00, by the PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, resulting in the "PAGA Pay Period Value" and then multiplying the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period. (¶3.2.6)

    - Tax Allocation**:** 100% penalties. (¶3.2.7)

- "Response Deadline" means sixty (60) calendar days after the Settlement Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may: (a) postmark Requests for Exclusion from the Class Settlement, (b) postmark his or her written Objection to the Class Settlement, or (c) postmark his or her Workweek Disputes. For Class Members to whom Class Notices are resent after having been returned undeliverable to the Settlement Administrator, the Response Deadline will be extended to the date that 1s fifteen (15) calendar days beyond the original Response Deadline (¶1.45)
    - If the number of valid Requests for Exclusion exceeds 10% of the total number of Class Members, Defendant may elect to withdraw from the Settlement. (¶9)
- Uncashed Settlement Checks: The Administrator will cancel all checks not cashed by the void date (not less than one hundred eighty (180) calendar days after the date of mailing). (¶4.4.1) For any Participating Class Member and/or Aggrieved Employee whose Individual Settlement Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Settlement Administrator shall transmit the funds represented by such checks 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). (¶4.4.3)
- The settlement administrator will be Phoenix Settlement Administrators. (¶1.47)
- Counsel has submitted the proposed Settlement Agreement to the LWDA on January 15, 2026. (See POS.) Counsel has submitted the proposed Amended Settlement Agreement to the LWDA on May 1, 2026. (See POS.)
- Participating class members and the named Plaintiff will release certain claims against Defendants. (See further discussion below)

ANALYSIS OF SETTLEMENT AGREEMENT

A. Does a presumption of fairness exist?

1. Was the settlement reached through arm's-length bargaining? Yes. On April 24, 2025, the Parties participated in an all-day mediation presided over by Steven J. Rottman, Esq., and were able to come to an agreement. (Hosseini Decl., ¶32.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Counsel represents that the parties engaged in investigation and discovery, including and not limited to, the exchange, review, and analysis of documents and data from Plaintiffs, Defendant, Former Defendants, and other sources, which included, and was not limited to: Plaintiffs' and other Class Members' and Aggrieved Employees' employment records, a sampling of Class Members' and Aggrieved Employees' time and pay data, multiple iterations of Defendant's Employee Handbook, internal memoranda, job descriptions, among other information and document. (*Id.* at ¶¶33, 36.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation, including wage and hour class action cases. (*Id.* at ¶¶25-30.)

4. What percentage of the class has objected? This cannot be determined until the fairness hearing. (See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2014) ¶ 14:139.18, ["Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing."].)

CONCLUSION: The settlement is entitled to a presumption of fairness.

B. Is the settlement fair, adequate, and reasonable?

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.)

Counsel has provided the following exposure analysis :

Claim	Max Exposure	Reduced Exposure
Overtime Wages	$3,607,046.72	$101,448.19
Minimum Wages	$2,404,319.24	$67,621.48
Meal Periods	$2,404,319.24	$67,621.48
Rest Periods	$4,808,638.48	$135,242.96
Waiting-Time Penalties	$1,331,169.60	$29,951.32
Wage Statements	$2,876,000.60	$80,887.50
Business Expenses	$545,145.60	$15,332.22
PAGA	$1,277,500.00	$102,200.00
Total	**$19,254,139.48**	**$600,305.15**

(Hosseini Supp. Decl., ¶13.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226 ["Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate."].)

4. Amount offered in settlement. Plaintiff's counsel obtained a Gross Settlement Amount of $500,000, which is approximately 3% of the maximum exposure and 83% of the realistic recovery, which is within the ballpark of reasonableness.

The $500,000 settlement amount, after reduction by the requested deductions, leaves $189,333.33 to be divided among approximately 365 employees. The resulting payments will average $518.72. ($189,333.33/365= $518.72)

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members' reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the final fairness hearing.

CONCLUSION: The settlement is preliminarily deemed "fair, adequate, and reasonable."

C. Scope of the release

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), Plaintiffs, Participating Class Members, the State of California, and Aggrieved Employees will release claims against all Released Parties as follows: (¶5)

- Plaintiffs and Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, charges, complaints, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that each Participating Class Member had, now has, or may hereafter claim to have during the Class Period and that were asserted in the Action, or could have been asserted based on any of the facts alleged in the Operative Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims for claims based on alleged violations of these Labor Code and Wage Order provisions and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) Minimum Wage Violations; (2) Failure to Pay All Overtime Wages; (3) Meal Periods Violations; (4) Rest Periods Violations; (5) Wage Statement Violations; (6) Waiting Time Penalties; (7)Violation of California Business and Professions Code; (8) Failure to Pay Wages during Employment; (9) Failure to Keep Complete and Accurate Payroll Records; (10) Failure to Reimburse Business Expenses. ("Released Class Claims"). (¶5.2)
- Plaintiffs, the State of California and all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights, liabilities, and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the PAGA Notices arising during or with respect to the PAGA Period ("Released PAGA Claims"). Aggrieved Employees may not opt-out or be excluded from the Released PAGA Claims. (¶5.3)
- The named Plaintiffs will also provide general releases and 1542 waivers. (¶5.1.)

D. <u>May conditional class certification be granted?</u>

1. <u>Standards</u>

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (*Amchem Products, Inc. v. Winsor* (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807 fn. 19.) Finally, the Court is under no "ironclad requirement" to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 240.)

2. <u>Analysis</u>

a. <u>Numerosity.</u> There are approximately 365 class members. (Hosseini Decl., ¶23.)This element is met.

b. <u>Ascertainability.</u> The proposed class is defined above. The class definition is "precise, objective and presently ascertainable." (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919.) The class members are identifiable from Defendant's records. (Hosseini Decl., ¶23.)

c. <u>Community of interest.</u> "The community of interest requirement involves three factors: '(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.'" (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

Here, counsel contends that commonality is met because the outcome of this litigation would be determined by Defendant's uniform operations and employment practices, policies, and procedures that Plaintiffs allege applied across its hourly-paid or non-exempt employees of Defendant in the State of California during the relevant time period. (Hosseini Decl., ¶24.)

Further, counsel contends that Plaintiffs' wage and hour claims are typical of the proposed Class because Defendant's recordkeeping practices with respect to Plaintiffs, Class Members, and Aggrieved Employees were substantially the same during the time period at issue. (*Ibid*.)

Finally, counsel contends that adequacy is met because Plaintiffs have no interests that are adverse to the Class. (*Id.* at ¶25; Declaration of Plaintiffs Veronica Duenas, *passim;* Declaration of Plaintiff Gloria Torres, *passim.*)

d. <u>Adequacy of class counsel.</u> As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions. (Hosseini Decl., ¶¶26-30.)

e. <u>Superiority.</u> Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

<u>CONCLUSION:</u> The class is conditionally certified because the prerequisites of class certification have been satisfied.

E. <u>Is the notice proper?</u>

a. Content of class notice. The proposed notice was filed with the Court on April 30, 2026, attached to the Supplemental Declaration of Yasmin Hosseini as Exhibit 4. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; attorney fees and costs; enhancement awards; the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

b. Method of class notice. Notice will be via direct mail. No later than thirty (30) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet. (¶4.2) Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Settlement Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation. Before mailing Class Notices, the Settlement Administrator shall update Class Member addresses using the National Change of Address database. (¶7.4.2) No later than three (3) business days after the Settlement Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Settlement Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Settlement Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Settlement Administrator has no obligation to make further attempts to locate or send a Class Notice to Class Members whose Class Notice is returned by the USPS a second time. Upon completion of the mailing requirements set forth in this Agreement, all Settlement Class Members and Aggrieved Employees are deemed to have received proper notice of the Settlement. (¶7.4.3) If the Settlement Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any person who believes they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in-person or by telephone to determine in good faith whether to include them as a Class Member. If the Parties agree, such person will be a Class Member, entitled to the same rights as other Class Members, and the Settlement Administrator will send, via overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later. (¶7.4.5) Notice of Final Judgment will be posted on the Settlement Administrator's website. (¶7.8.1)

c. Cost of class notice. As indicated above, settlement administration costs are estimated to be **$9,000.** Prior to the time of the final fairness hearing, the claims administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

F. Attorney fees and costs

California Rule of Court, rule 3.769(b) states: "Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action."

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc*. (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable." (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to **$166,666.67 (33%)** in attorney fees and up to **$30,000** in costs will be addressed at the final fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each counsel.

Class Counsel should also be prepared to justify the costs sought by detailing how they were incurred.

G. <u>Incentive Awards to Class Representatives</u>

The named Plaintiffs will request a service award of up to **$15,000 each for a total of $30,000.** In connection with the final fairness hearing, named Plaintiff must submit a declaration attesting to why he should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he "should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class." (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than *pro forma* claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiff, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit . . . .'" (*Id.* at 806-807, italics and ellipsis in original.) The Court will decide the issue of the enhancement awards at the time of final approval.

<u>CONCLUSION AND ORDER</u>

The Parties' Motion for Preliminary Approval of Class Action Settlement is GRANTED as the settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

- The Gross Settlement Amount ("GSA") is **$500,000**, non-reversionary. (¶3.1)

- The Parties will request the Court to approve and award the following payments and deductions to be made from the GSA:

    - Up to **$166,666.67 (33%)** for attorney fees (¶3.2.2)

    - Up to **$30,000** for litigation costs (*Ibid.*);

    - Up to **$30,000** for Service Payments to the Named Plaintiffs ($15,000 each) (¶3.2.1);

    - Up to **$9,000** for settlement administration costs (¶3.2.3);

    - **$100,000** PAGA penalty (**$75,000** or 75% to the LWDA; and **$25,000** to the Aggrieved Employees). (¶3.2.4)

- Defendant shall pay the Employer's share of the payroll taxes on the taxable portion of the settlement payments separately from the GSA.

- Plaintiffs shall release Defendants from claims described in the Settlement.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by ***October 16, 2026*** and will be heard on ***December 3, 2026** at **10:00AM***. *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

A Non-Appearance Case Review is set for ***October 23, 2026***, 8:30 a.m., Department 9 re filing of Motion for Final Approval of Class Action Settlement.

The Judicial Assistant is to give notice to Counsel for Plaintiff who is ordered to give further and formal notice to all other parties and file proof of service of such within 10 days.

IT IS SO ORDERED.

DATED: June 18, 2026

Elaine Lu / Judge
Judge of the Superior Court

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
Civil Division
Central District, Spring Street Courthouse, Department 9

24STCV04979 June 18, 2026
GERALD HENDERSON, vs PHARMAVITE LLC, et al. 8:30 AM

Judge: Honorable Elaine Lu
Judicial Assistant: M. Zavala
Courtroom Assistant: None

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement

The tentative ruling is posted on the Court's website for all parties and counsel to review.

The tentative ruling is served in Case Anywhere for all parties and counsel to review.

Counsel informs the Court they have read and considered the Court's tentative ruling.

Parties submit on the tentative ruling via CaseAnywhere's Message Board.

The matter is not called for hearing.

The Court adopts the tentative ruling as its final order and rules as follows:

The Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement filed by Gloria Torres, Veronica Duenas on 01/14/2026 is Granted.

The Parties' Motion for Preliminary Approval of Class Action Settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

- The Gross Settlement Amount ("GSA") is **$500,000**, non-reversionary. (¶3.1) The Parties will request the Court to approve and award the following payments and deductions to be made from the GSA:
  - o Up to **$166,666.67 (33%)** for attorney fees (¶3.2.2) o Up to **$30,000** for litigation costs (*Ibid.*);
  - o Up to **$30,000** for Service Payments to the Named Plaintiffs ($15,000 each) (¶3.2.1); o Up to **$9,000** for settlement administration costs (¶3.2.3);

- **$100,000** PAGA penalty (**$75,000** or 75% to the LWDA; and **$25,000** to the Aggrieved Employees). (¶3.2.4)

- Defendant shall pay the Employer's share of the payroll taxes on the taxable portion of the settlement payments separately from the GSA.

- Plaintiffs shall release Defendants from claims described in the Settlement.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **10/16/2026** and will be heard on 12/03/2026 at 10:00AM. Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here. Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged single document that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

Non-Appearance Case Review Re: Filing of Motion for Final Approval of Class Action Settlement is scheduled for 10/23/2026 at 08:30 AM in Department 9 at Spring Street Courthouse.

Hearing on Motion for Final Approval of Settlement is scheduled for 12/03/2026 at 10:00 AM in Department 9 at Spring Street Courthouse.

The Judicial Assistant is to give notice to Counsel for Plaintiff who is ordered to give further and formal notice to all other parties and file proof of service of such within 10 days.

Certificate of Service is attached.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	FOR COURT USE ONLY **FILED** Superior Court of California County of Los Angeles 06/18/2026 David W. Slayton, Executive Officer / Clerk of Court By: M. Zavala Deputy
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA, 90012	
PLAINTIFF(S)/PETITIONER(S): Gerald Henderson, et al.	
DEFENDANT(S)/RESPONDENT(S): Pharmavite LLC, et al.	
CLERK'S CERTIFICATE OF SERVICE BY ELECTRONIC SERVICE	CASE NUMBER: 24STCV04979

I, David W. Slayton, Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein and that on this date I served the

Minute Order of 06/18/2026

upon each party or counsel of record in the above entitled action by electronically serving to the party or parties at the electronic address as listed below:

"ARBY AIWAZIAN" <aa@calljustice.com>,
"Hagit Goltzer" <hagit@calljustice.com>

The electronic transmission originated from the Superior Court of California, County of Los Angeles email address eService-DoNotReply@lacourt.org at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA, 90012.

Dated: 06/18/2026

David W. Slayton, Executive Officer / Clerk of Court

By: M. Zavala
Deputy Clerk

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On July 1, 2026, I served the foregoing document(s) described as:

- **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

on interested parties in this action by Electronic Service as follows:

Linh T. Hua
lhua@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
Telephone: (213) 576-5000
Facsimile: (213) 680-4470

Attorneys for Defendants

[X] BY ELECTRONIC SERVICE
Pursuant to the Court's Order regarding Electronic Service, I caused the documents described above to be E-Served through **Case Anywhere** by electronically mailing a true and correct copy through **Case Anywhere** to the individual(s) listed above.

State of California Labor & Workforce Development Agency
Web URL:
http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

[X] BY ONLINE SUBMISSION
The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 1, 2026, at Glendale, California.

Deven R Launchbaugh

Deven Launchbaugh