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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. 24CHCV00609

Honorable Elaine Lu
Department 9

CLASS ACTION

DECLARATION OF KEVIN LEE ON BEHALF OF PHOENIX SETTLEMENT ADMINISTRATORS REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

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

DECLARATION OF KEVIN LEE

I, Kevin Lee, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Gerald Henderson, et al. v. Pharmavite LLC, Otsuka Pharmaceutical Co., LTD., et al.* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Class Action Settlement* ("Class Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of Workweeks each Class Member worked during the period from June 2, 2021 to November 26, 2025 ("Class Period") and the number of PAGA Pay Periods that each Aggrieved Employee worked during the time period from December 20, 2022 to November 26, 2025 ("PAGA Period"); (iv) determining the validity of Class Members' written letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), Class Members' written objections to the Class Settlement ("Objections"), and/or Class Members' and/or Aggrieved Employees' written letters disputing the pre-printed information on the Class Notice as the number of Workweeks and/or PAGA Pay Periods credited to them "Workweek Disputes"); (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Participating Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for Attorneys' Fees and Costs, the Service Payments to Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On April 21, 2026, Phoenix received a data file from Defense Counsel that contained Class Member and Aggrieved Employee identifying information in Defendant's possession, custody, or control, including each Class Member's last-known full name, last-known mailing

address, Social Security number, and hire and termination dates, and the number of Workweeks and PAGA Pay Periods worked by each Class Member and Aggrieved Employee (collectively, "Class Data") during the Class Period. The final mailing list contained four hundred twelve (412) individuals identified as Class Members and seven hundred thirty-six (736) individuals identified as Aggrieved Employees.

4. On July 10, 2026, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the Class Data of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On July 10, 2026, Phoenix mailed the Class Notices via U.S. first class mail, in English and Spanish, to all four hundred twelve (412) Class Members and seven hundred thirty-six (736) Aggrieved Employees on the Class Data. A true and correct copy of the mailed Class Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, seventeen (17) Class Notices have been returned to Phoenix. None were returned with a forwarding address. For the seventeen (17) Class Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the seventeen (17) Class Notices that were skip traced, sixteen (16) updated addresses were obtained and the Class Notice was promptly re-mailed to those Class Members via first class mail.

7. As of the date of this declaration, one (1) Class Notice remains undeliverable, as an updated address could not be obtained through skip trace.

8. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion from Class Members.

9. As of the date of this declaration, Phoenix has received zero (0) Objections from Class Members.

10. As of the date of this declaration, Phoenix has received zero (0) Workweek Disputes from Class Members and/or Aggrieved Employees.

11. The deadline for Class Members to submit a Request for Exclusion from the Class Settlement, Object to the Class Settlement, or Workweeks Dispute was September 8, 2026, and the re-mailed Class Notice extended deadline was September 23, 2026

12. There are four hundred twelve (412) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Participating Class Members, representing 100% of the Class. Participating Class Members have worked a collective total of thirty-seven thousand twenty-nine (37,029) Workweeks during the Class Period. Each Workweek is valued at approximately $4.45.

13. The Escalator Clause of the Settlement Agreement indicates if the qualifying Workweeks worked by Class Members during the Class Period increase beyond 10% of 38,000 (i.e., beyond 41,800 Workweeks), the Gross Settlement Amount will increase on a proportional basis above 10%. Given the actual number of Workweeks does not exceed 41,800, the Escalator Clause was not triggered.

14. The Net Settlement Amount of $164,084.84 available to pay Participating Class Members was determined by subtracting the requested Attorneys' Fees ($166,666.67), and Litigation Costs ($26,748.49) to Class Counsel, requested Service Payments to Plaintiffs Veronica Duenas and Gloria Torres ($15,000.00 each totaling $30,000.00), the PAGA Penalty Amount ($100,000.00), and the requested Settlement Administration Costs ($8,500.00) from the Gross Settlement Amount ($500,000.00).

15. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Payment to be paid is approximately $1,208.36, the lowest Individual Settlement Payment to be paid is approximately $0.91, while the average Individual Settlement Payment to be paid is approximately $407.97. Participating Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

16. Additionally, $100,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Penalty Amount"), of which 75%, or $75,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"),

and 25%, or $25,000.00, of which shall be paid to all current and former hourly non-exempt employees of Defendant in the State of California at any time during the PAGA Period. There are seven hundred thirty-six (736) Aggrieved Employees who worked a total of thirty-three thousand one hundred (33,100) PAGA Pay Periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $58.91, the lowest Individual PAGA Payment to be paid is approximately $0.76, while the average Individual PAGA Payment to be paid is approximately $33.97.

17. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

18. Phoenix's costs associated with the administration of this matter are $8,500.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed on October 14, 2026, at Orange, California.

Kevin Lee

KEVIN LEE

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Gerald Henderson, et al. v. Pharmavite LLC, et al.,

Superior Court of California for the County of Los Angeles, Case No. 24STCV04979 ("Class Action")

Gerald Henderson v. Pharmavite LLC, et al.,

Superior Court of California for the County of Los Angeles, Case No. 24CHCV00609 ("PAGA Action")

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class action settlement, object to the class action settlement, and/or dispute the number of Workweeks and/or PAGA Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action and PAGA settlement has been reached between Plaintiffs Veronica Duenas and Gloria Torres (together, "Plaintiffs") and Defendant Pharmavite LLC ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the cases entitled *Gerald Henderson, et al. v. Pharmavite LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV04979 ("Class Action") and *Gerald Henderson v. Pharmavite LLC, et al.*, Los Angeles County Superior Court, Case No. 24CHCV00609 ("PAGA Action") (together, the "Action"), which may affect your legal rights. On June 18, 2026, the Court granted preliminary approval of the settlement and scheduled a hearing on **December 3, 2026, at 10:00 a.m.,** ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" or "**Class Member**" 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.

"**Class Period**" means the period from June 2, 2021, to November 26, 2025.

"**Class Settlement**" means the settlement and release of Released Class Claims (described in Section III.D below).

"**Aggrieved Employees**" means all current and former hourly-paid or non-exempt employees of Defendant in the State of California at any time during the PAGA Period.

"**PAGA Settlement**" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"**PAGA Period**" means the time period from December 20, 2022, to November 26, 2025.

II. BACKGROUND OF THE ACTION

On December 20, 2023, former plaintiff Gerald Henderson provided written notice to the Labor and Workforce Development Agency ("LWDA"), Defendant, and Former Defendants Otsuka Pharmaceutical Co., Ltd., Otsuka Holdings Co., Ltd., and Otsuka America, Inc. (collectively, "Former Defendants") of his intent to pursue civil penalties for alleged violations of the California Labor Code ("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, Case No. 24STCV04979. 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, Case No. 24CHCV00609. On July 11, 2024, the Court consolidated the Class Action and the PAGA Action, and deemed 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"), adding Veronica Duenas and Gloria Torres as named plaintiffs and class representatives. 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").

On June 24, 2025, the Court granted Lawyers *for* Justice, PC relief as counsel for former plaintiff Gerald Henderson. On August 13, 2025, the Court struck the class allegations with respect to former plaintiff Gerald Henderson. On November 11, 2025, the Court dismissed the Former Defendants with respect to the claims of Plaintiffs on November 11, 2025.

Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq*., and conduct that gives rise to penalties under California Labor Code section 2698, *et seq*. ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Class Action and PAGA Settlement Agreement ("Agreement," "Settlement," or "Settlement Agreement").

On June 18, 2026, the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Veronica Duenas and Gloria Torres as representatives of the Class ("Class Representatives"), and the following counsel as counsel for the Class ("Class Counsel"):

Arby Aiwazian, Esq.
Yasmin Hosseini, Esq.
Ryan Slinger, Esq.
Alborz Javaheri, Esq.
Lawyers *for* Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment, but you have the opportunity to dispute the PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or Aggrieved Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount to be paid by Defendant is $500,000.00 (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount up to one-third (1/3) of the Gross Settlement Amount (i.e., $166,666.67 if the Gross Settlement Amount remains $500,000.00) ("Attorneys' Fees") and reimbursement of litigation costs and expenses in an amount up to $30,000.00 ("Litigation Costs") to Class Counsel; (2) Service Payments in an amount up to $15,000.00 to each Plaintiff ($30,000.00 total); (3) Settlement Administration Costs in an amount up to $9,000.00 to the Settlement Administrator; and (4) the amount of $100,000.00 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA Penalty Amount"). The PAGA Penalty Amount will be distributed 75% ($75,000.00) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., $25,000.00) will be distributed to Aggrieved Employees ("Aggrieved Employees Payment").

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member was an employee of Defendant as a non-exempt, hourly-paid employee in California during the Class Period, which will be calculated by Defendant based on every five (5) shifts worked by a Class Member ("Workweeks"). 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 arrive at each Class Members' Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Participating Class Members") will be issued payment of their final Individual Settlement Share, net of applicable taxes.

Each Individual Settlement Share will be allocated as 20% wages, which will be reported on an IRS Form W-2, and 80% penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee's share of payroll taxes due on the wages portion of Individual Settlement Share. The employer's share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Aggrieved Employees Payment ("Individual PAGA Payment"), based on the number of pay periods of each Aggrieved Employee was an employee of Defendant during the PAGA Period ("PAGA Pay Periods"). 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 to arrive at each Aggrieved Employee's Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

B. Your Workweeks and/or PAGA Pay Periods Based on Defendant's Records

According to Defendant's records:

From June 2, 2021, through November 26, 2025 (i.e., Class Period), you are credited with «Total_Weeks» Workweeks.

From December 20, 2022, through November 26, 2025 (i.e., PAGA Period), you are credited with «PAGA_Pay_Periods» PAGA Pay Periods.

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit a written dispute ("Workweeks Dispute") that: (a) contains the case name and number of the Class Action (*Gerald Henderson, et al. v. Pharmavite LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV04979); (b) contains your full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) clearly states that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you, and what you contend is the correct number to be credited to you; (d) contains any documentation that you have to support the dispute; and (e) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than September 8, 2026**.

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Pay Periods credited to you. Under the terms of the Settlement:

Your Individual Settlement Share is estimated to be «ESA_Before_Paga». The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Your Individual PAGA Payment is estimated to be«PAGA_Amount».

Payments under the Settlement will only be distributed if the Court approves the Settlement and after the Settlement goes into effect. The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

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 Shares), 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 the Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California, and Aggrieved Employees release the Released Parties from the Released PAGA Claims.

"Released Class Claims" means 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 PAGA Claims" means 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 Parties" means Defendant, their agents, officers, exempt employees, directors, owners, subsidiaries, DBAs, and predecessor, successor, and parent companies.

E. Attorneys' Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to one-third (1/3) of the Gross Settlement Amount (i.e., an amount of up to $166,666.67 if the Gross Settlement Amount is $500,000.00) ("Attorneys' Fees") and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars ($30,000.00) ("Litigation Costs") (together, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and the State of California on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Service Payments to Plaintiffs

Plaintiffs will seek the amount of Fifteen Thousand Dollars ($15,000.00) each ("Service Payments"), in recognition of their services in connection with the Actions and their broader individual release and waiver of claims. The Service Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to any Individual Settlement Payment and/or Individual PAGA Payment that Plaintiffs may be entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Dollars ($9,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, written objections to the Class Settlement, and Workweeks Disputes, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHEN WILL SETTLEMENT PAYMENT BE DISTRIBUTED?

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendant is expected to fund the Gross Settlement Amount and fund the amounts necessary to fully pay their the employer's share of payroll taxes within thirty (30) calendar days after the Effective Date, and distributions of Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees are expected to occur within fourteen (14) calendar days after the funding of the Gross Settlement Amount.

"Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. If no objections are submitted, the Judgment is final on the day the Court enters Judgment; if an objection is submitted and not withdrawn, then the Judgment is final sixty (60) days after the Judgment is entered without an appeal being filed or if a timely appeal from the Judgment is filed, the day after the appellate court confirms the Judgment and issues a remittitur.

V. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and Aggrieved Employees will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (a) contain the case name and number of the Class Action (*Gerald Henderson, et al. v. Pharmavite LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV04979); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) contain a clear written statement that you seek exclusion from the Class Settlement; and (4) be submitted by mail to the Settlement Administrator, postmarked by **no later than September 8, 2026,** at the following address:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing.

An objection must: (a) contain the case name and number of the Class Action (*Gerald Henderson, et al. v. Pharmavite LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV04979); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than September 8, 2026**.

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 9 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012, on **December 3, 2026, at 10:00 a.m.**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Service Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You may appear for the Final Approval Hearing in person or you may appear remotely. Please visit the Court's website for the most-up to-date information regarding how to appear remotely: https://www.lacourt.ca.gov/pages/lp/lacc-welcome.

Please visit the Court's website for the most up-to-date information regarding the operations of the Court and any requirements that may apply for accessing Court facilities: https://www.lacourt.ca.gov/home.

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other imaged documents filed in the Action for a fee by visiting the Office of the Clerk of the Court, located at 312 North Spring Street, Los Angeles, CA 90012, during business hours, or online by visiting the following website: https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access, typing in the case number "24STCV04979" in the textbox labeled "Case Number," and clicking "Search."

If the Court grants final approval of the Settlement, the Settlement Administrator will post the Court's order granting final approval of the settlement and judgment on its website: henderson-v-pharmavite.phoenixcases.com.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (800) 523-5773, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

AVISO DE ACUERDO DE CONCILIACIÓN DE LA DEMANDA COLECTIVA

Gerald Henderson, et al. v. Pharmavite LLC, et al.,

Tribunal Superior de California del Condado de Los Ángeles, Caso No. 24STCV04979 ("Demanda Colectiva")

Gerald Henderson v. Pharmavite LLC, et al.,

Tribunal Superior de California del Condado de Los Ángeles, Caso No. 24CHCV00609 ("Acción PAGA")

LEA CUIDADOSAMENTE ESTE AVISO DE LA DEMANDA COLECTIVA.

Usted ha recibido este Aviso de la Demanda Colectiva porque los registros del Demandado indican que puede ser elegible para participar en el Acuerdo de conciliación de la Demanda colectiva alcanzado en el caso mencionado anteriormente.

No necesita tomar ninguna medida para recibir un pago del Acuerdo.

Este Aviso de la Demanda Colectiva tiene como finalidad informarle sobre sus derechos y opciones, y sobre cómo puede solicitar ser excluido del Acuerdo de conciliación de la Demanda colectiva, objetar el Acuerdo de conciliación de la Demanda colectiva y/o disputar el número de Semanas Laborales y/o Períodos de Pago PAGA que se le acreditan, si así lo decide.

SE LE NOTIFICA QUE: Se ha alcanzado un Acuerdo de conciliación de Demanda colectiva y PAGA entre las Demandantes Veronica Duenas y Gloria Torres (en conjunto, las "Demandantes") y el Demandado Pharmavite LLC (el "Demandado") (las Demandantes y el Demandado se denominan colectivamente las "Partes") en los casos titulados *Gerald Henderson, et al. v. Pharmavite LLC, et al.*, Tribunal Superior del Condado de Los Ángeles, Caso No. 24STCV04979 ("Demanda Colectiva") y *Gerald Henderson v. Pharmavite LLC, et al.*, Tribunal Superior del Condado de Los Ángeles, Caso No. 24CHCV00609 ("Acción PAGA") (en conjunto, la "Demanda"), lo cual puede afectar sus derechos legales. El 18 de junio de 2026, el Tribunal otorgó la aprobación preliminar del Acuerdo y programó una audiencia para el **3 de diciembre de 2026, a las 10:00 a.m.,** ("Audiencia de Aprobación Final") para determinar si el Tribunal debe o no otorgar la aprobación final del Acuerdo.

I. DEFINICIONES IMPORTANTES

"**Clase**" o "**Miembro de la Clase**" significa todos los empleados actuales y anteriores pagados por hora o no exentos del Demandado en el Estado de California en cualquier momento durante el Período de la Clase.

"**Período de la Clase**" significa el período comprendido entre el 2 de junio de 2021 y el 26 de noviembre de 2025.

"**Acuerdo de Conciliación de la Clase**" significa el Acuerdo de conciliación y la liberación de los Reclamos Liberados de la Clase (descritos en la Sección III.D a continuación).

"**Empleados Agraviados**" significa todos los empleados actuales y anteriores pagados por hora o no exentos del Demandado en el Estado de California en cualquier momento durante el Período PAGA.

"**Acuerdo de Conciliación PAGA**" significa el Acuerdo de conciliación y la liberación de los Reclamos PAGA Liberados (descritos en la Sección III.D a continuación).

"**Período PAGA**" significa el período comprendido entre el 20 de diciembre de 2022 y el 26 de noviembre de 2025.

II. ANTECEDENTES DE LA DEMANDA

El 20 de diciembre de 2023, el ex Demandante Gerald Henderson entregó un aviso por escrito a la Agencia de Desarrollo Laboral y de la Fuerza Laboral ("LWDA", por sus siglas en inglés), al Demandado y a los ex Demandados Otsuka Pharmaceutical Co., Ltd., Otsuka Holdings Co., Ltd. y Otsuka America, Inc. (colectivamente, los "ex Demandados") sobre su intención de solicitar sanciones civiles por presuntas violaciones del Código Laboral de California ("Aviso PAGA").

El 27 de febrero de 2024, el ex Demandante Gerald Henderson presentó la Demanda Colectiva por Daños y Perjuicios ante el Tribunal Superior del Condado de Los Ángeles, Caso No. 24STCV04979. El 27 de febrero de 2024, el ex Demandante Gerald Henderson presentó la Demanda de Ejecución conforme a la Ley de Fiscales Generales Privados, Código Laboral de California § 2698, *Y siguientes* ante el Tribunal Superior del Condado de Los Ángeles, Caso No. 24CHCV00609. El 11 de julio de 2024, el Tribunal consolidó la Demanda Colectiva y la Acción PAGA, y designó la Demanda Colectiva como el caso principal.

El 10 de febrero de 2025, el ex Demandante Gerald Henderson y la Demandante Veronica Duenas entregaron un aviso por escrito mediante correo certificado a la LWDA, al Demandado y a los ex Demandados sobre las disposiciones específicas del Código Laboral de California que presuntamente fueron violadas ("Aviso PAGA Enmendado").

El 17 de marzo de 2025, el ex Demandante Gerald Henderson presentó una Primera Demanda Colectiva Consolidada Enmendada por Daños y Perjuicios y Ejecución conforme a la Ley de Fiscales Generales Privados, Código Laboral de California § 2698, *Y siguientes* ("Primera Demanda Enmendada"), agregando a Veronica Duenas y Gloria Torres como Demandantes nombradas y representantes de la Clase. El 29 de abril de 2025, el ex Demandante Gerald Henderson y las Demandantes presentaron una Segunda Demanda Colectiva Consolidada Enmendada por Daños y Perjuicios y Ejecución conforme a la Ley de Fiscales Generales Privados, Código Laboral de California § 2698, *Y siguientes* ("Segunda Demanda Enmendada").

¿Preguntas? Por favor llame: (800) 523-5773

El 24 de junio de 2025, el Tribunal concedió a Lawyers *for* Justice, PC la reparación solicitada en su carácter de abogados del ex Demandante Gerald Henderson. El 13 de agosto de 2025, el Tribunal desestimó las alegaciones colectivas con respecto al ex Demandante Gerald Henderson. El 11 de noviembre de 2025, el Tribunal desestimó a los ex Demandados con respecto a los reclamos de las Demandantes el 11 de noviembre de 2025.

Las Demandantes alegan que el Demandado no pagó correctamente los salarios mínimos y de horas extra, no proporcionó períodos de comida y descanso conformes ni las primas correspondientes, no pagó puntualmente los salarios durante el empleo y al momento de la terminación del empleo ni las sanciones por tiempo de espera correspondientes, no proporcionó comprobantes de salario conformes, no mantuvo los registros de nómina requeridos, no reembolsó los gastos comerciales y, por lo tanto, incurrió en prácticas comerciales desleales en violación de la sección 17200 del Código de Negocios y Profesiones de California, *y siguientes*, y en conducta que da lugar a sanciones conforme a la sección 2698 del Código Laboral de California, *y siguientes* ("PAGA"). Las Demandantes buscan, entre otras cosas, la recuperación de salarios no pagados y primas por períodos de comida y descanso, gastos comerciales no reembolsados, restitución, sanciones, intereses, y honorarios y costos de abogados.

El Demandado niega todas las alegaciones de la Demanda y niega haber violado ley alguna.

Tras la investigación y el análisis de los reclamos, las Partes participaron en negociaciones de buena fe y en condiciones de igualdad, y como resultado, las Partes alcanzaron un Acuerdo de conciliación. Desde entonces, las Partes han celebrado el Convenio de Conciliación de la Demanda Colectiva y PAGA (el "Convenio", el "Acuerdo" o el "Convenio de Conciliación").

El 18 de junio de 2026, el Tribunal emitió una orden que aprueba preliminarmente el Acuerdo. El Tribunal ha designado a Phoenix Settlement Administrators como administrador del Acuerdo (el "Administrador del Acuerdo"), a las Demandantes Veronica Duenas y Gloria Torres como representantes de la Clase (las "Representantes de la Clase"), y a los siguientes abogados como abogados de la Clase (los "Abogados de la Clase"):

Arby Aiwazian, Esq.
Yasmin Hosseini, Esq.
Ryan Slinger, Esq.
Alborz Javaheri, Esq.
Lawyers *for* Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Teléfono: (818) 265-1020 / Fax: (818) 265-1021

Si usted es Miembro de la Clase, no necesita tomar ninguna medida para recibir un Pago Individual del Acuerdo, pero tiene la oportunidad de solicitar la exclusión del Acuerdo de Conciliación de la Clase (en cuyo caso no recibirá un Pago Individual del Acuerdo), objetar el Acuerdo de Conciliación de la Clase y/o disputar las Semanas Laborales que se le acreditan, si así lo decide, según se explica más detalladamente en las Secciones III y IV a continuación. Si usted es un Empleado Agraviado, no necesita tomar ninguna medida para recibir un Pago Individual PAGA, pero tiene la oportunidad de disputar los Períodos de Pago PAGA que se le acreditan, si así lo decide, según se explica más detalladamente en las Secciones III y IV a continuación.

El Acuerdo representa una transacción y conciliación de reclamos muy controvertidos. Nada en el Acuerdo tiene la intención de constituir, ni se interpretará como, una admisión por parte del Demandado de que los reclamos de la Demanda tienen fundamento o de que el Demandado tiene responsabilidad alguna frente a las Demandantes, los Miembros de la Clase o los Empleados Agraviados. Las Demandantes y el Demandado, y sus respectivos abogados, han concluido y están de Acuerdo en que, a la luz de los riesgos e incertidumbres que para cada parte implica la continuación del litigio, el Acuerdo es justo, razonable y adecuado, y redunda en el mejor interés de los Miembros de la Clase y los Empleados Agraviados. El Tribunal no ha emitido ningún fallo sobre el fondo de los reclamos planteados en la Demanda y únicamente ha determinado que la certificación de la Clase para fines de conciliación es apropiada conforme a la ley de California.

III. RESUMEN DEL ACUERDO DE CONCILIACIÓN PROPUESTO

A. Fórmula del Acuerdo

El monto bruto total del Acuerdo que debe pagar el Demandado es de $500,000.00 (el "Monto Bruto del Acuerdo"). La porción del Monto Bruto del Acuerdo que está disponible para el pago a los Miembros de la Clase se denomina el "Monto Neto del Acuerdo". El Monto Neto del Acuerdo será el Monto Bruto del Acuerdo, menos los siguientes pagos que están sujetos a la aprobación del Tribunal: (1) honorarios de abogados por un monto de hasta un tercio (1/3) del Monto Bruto del Acuerdo (es decir, $166,666.67 si el Monto Bruto del Acuerdo se mantiene en $500,000.00) (los "Honorarios de Abogados") y el reembolso de los costos y gastos de litigio por un monto de hasta $30,000.00 (los "Costos de Litigio") a los Abogados de la Clase; (2) Pagos por Servicios por un monto de hasta $15,000.00 a cada Demandante ($30,000.00 en total); (3) Costos de Administración del Acuerdo por un monto de hasta $9,000.00 al Administrador del Acuerdo; y (4) el monto de $100,000.00 asignado a sanciones civiles conforme a la Ley de Fiscales Generales Privados, sección 2698 del Código Laboral de California, *y siguientes* (el "Monto de la Sanción PAGA"). El Monto de la Sanción PAGA se distribuirá en un 75% ($75,000.00) a la LWDA (el "Pago a la LWDA") y el 25% restante (es decir, $25,000.00) se distribuirá a los Empleados Agraviados (el "Pago a los Empleados Agraviados").

Los Miembros de la Clase son elegibles para recibir, conforme al Acuerdo de Conciliación de la Clase, el pago de su participación *pro rata* del Monto Neto del Acuerdo (la "Participación Individual del Acuerdo") según el número de semanas que cada Miembro de la Clase fue empleado del Demandado como empleado no exento y pagado por hora en California durante el Período de la Clase, el cual será calculado por el Demandado con base en cada cinco (5) turnos trabajados por un Miembro de la Clase (las "Semanas Laborales"). El Administrador del Acuerdo dividirá el Monto Neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros de la Clase para obtener el "Valor Estimado de la Semana Laboral", y multiplicará las Semanas Laborales individuales de cada Miembro de la Clase por el Valor Estimado de la Semana Laboral para llegar a la Participación Individual del Acuerdo de cada Miembro de la Clase que él o ella pueda ser elegible para recibir conforme al Acuerdo de Conciliación de la Clase (la cual figura en la Sección III.C a continuación). A los Miembros de la Clase que no presenten una Solicitud de Exclusión oportuna y válida (los "Miembros Participantes de la Clase") se les emitirá el pago de su Participación Individual del Acuerdo final, neta de los impuestos aplicables.

Cada Participación Individual del Acuerdo se asignará como 20% salarios, que se declararán en un Formulario W-2 del IRS, y 80% sanciones, intereses y daños no salariales, que se declararán en un Formulario 1099 del IRS. Cada Participación Individual del Acuerdo estará sujeta a una reducción por la parte del empleado de los impuestos sobre la nómina adeudados sobre la porción salarial de la Participación Individual del Acuerdo. La parte del empleador de los impuestos y contribuciones sobre la nómina relacionados con la porción salarial de las Participaciones Individuales del Acuerdo será pagada por el Demandado por separado y en adición al Monto Bruto del Acuerdo.

Los Empleados Agraviados son elegibles para recibir, conforme al Acuerdo de Conciliación PAGA, el pago de su participación *pro rata* del Pago a los Empleados Agraviados (el "Pago Individual PAGA"), según el número de períodos de pago en que cada Empleado Agraviado fue empleado del Demandado durante el Período PAGA (los "Períodos de Pago PAGA"). El Administrador del Acuerdo dividirá el Pago a los Empleados Agraviados, que es de $25,000.00, entre los Períodos de Pago PAGA trabajados por todos los Empleados Agraviados durante el Período PAGA, resultando en el "Valor del Período de Pago PAGA", y luego multiplicará el Valor del Período de Pago PAGA por el número de Períodos de Pago PAGA trabajados por cada Empleado Agraviado individual durante el Período PAGA para llegar al Pago Individual PAGA de cada Empleado Agraviado que él o ella pueda ser elegible para recibir conforme al Acuerdo de Conciliación PAGA (el cual figura en la Sección III.C a continuación).

Cada Pago Individual PAGA se asignará como 100% sanciones, que se declararán en un Formulario 1099 del IRS (si corresponde).

Si el Tribunal otorga la aprobación final del Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo a los Miembros Participantes de la Clase y los Pagos Individuales PAGA se enviarán por correo a los Empleados Agraviados a la dirección que conste en los registros del Administrador del Acuerdo. **Si la dirección a la que se envió este Aviso de la Demanda Colectiva no es correcta, o si usted se muda después de recibir este Aviso de la Demanda Colectiva, debe comunicarse con el Administrador del Acuerdo lo antes posible y proporcionarle su dirección postal corregida y/o actualizada; esto hará más probable que reciba cualquier pago u otros avisos que se le puedan emitir.**

B. Sus Semanas Laborales y/o Períodos de Pago PAGA Según los Registros del Demandado

Según los registros del Demandado:

Del 2 de junio de 2021 al 26 de noviembre de 2025 (es decir, el Período de la Clase), se le acreditan «Total_Weeks» Semanas Laborales.

Del 20 de diciembre de 2022 al 26 de noviembre de 2025 (es decir, el Período PAGA), se le acreditan «PAGA_Pay_Periods» Períodos de Pago PAGA.

Si desea disputar las Semanas Laborales y/o los Períodos de Pago PAGA que se le acreditan, debe presentar una disputa por escrito (la "Disputa de Semanas Laborales") que: (a) contenga el nombre y número del caso de la Demanda Colectiva (*Gerald Henderson, et al. v. Pharmavite LLC, et al.*, Tribunal Superior del Condado de Los Ángeles, Caso No. 24STCV04979); (b) contenga su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) indique claramente que usted disputa el número de Semanas Laborales y/o Períodos de Pago PAGA que se le acreditan, y cuál sostiene usted que es el número correcto que se le debe acreditar; (d) contenga cualquier documentación que tenga para respaldar la disputa; y (e) se presente al Administrador del Acuerdo por correo a la dirección especificada indicada en la Sección IV.B a continuación, con matasellos **a más tardar el 8 de septiembre de 2026**.

C. Su Participación Individual del Acuerdo Estimada y/o Pago Individual PAGA

Según se explicó anteriormente, su Participación Individual del Acuerdo estimada y/o Pago Individual PAGA se basa en el número de Semanas Laborales y/o Períodos de Pago PAGA que se le acreditan. Conforme a los términos del Acuerdo:

Se estima que su Participación Individual del Acuerdo es de «ESA_Before_Paga». La Participación Individual del Acuerdo está sujeta a una reducción por la parte del empleado de los impuestos y retenciones con respecto a la porción salarial de la Participación Individual del Acuerdo.

Se estima que su Pago Individual PAGA es de «PAGA_Amount».

Los pagos conforme al Acuerdo solo se distribuirán si el Tribunal aprueba el Acuerdo y después de que el Acuerdo entre en vigor. El proceso de aprobación del Acuerdo puede tardar varios meses. Su Participación Individual del Acuerdo y/o Pago Individual PAGA (si corresponde) reflejado en este Aviso de la Demanda Colectiva es solo una estimación. Su Participación Individual del Acuerdo y/o Pago Individual PAGA real (si corresponde) puede ser mayor o menor.

D. Liberación de Reclamos

A partir de la Fecha de Entrada en Vigor y el financiamiento total del Monto Bruto del Acuerdo (incluidos todos los impuestos sobre la nómina del empleador adeudados sobre la Porción Salarial de las Participaciones Individuales del Acuerdo), las Demandantes y los Miembros Participantes de la Clase, en su propio nombre y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, anteriores y actuales, liberan a las Partes Liberadas de los Reclamos Liberados de la Clase.

A partir de la Fecha de Entrada en Vigor y el financiamiento total del Monto Bruto del Acuerdo, las Demandantes, el Estado de California y los Empleados Agraviados liberan a las Partes Liberadas de los Reclamos PAGA Liberados.

"Reclamos Liberados de la Clase" significa todos los reclamos, cargos, quejas, Demandas, causas de acción, obligaciones, daños y responsabilidades, conocidos o desconocidos, sospechados o no sospechados, que cada Miembro Participante de la Clase tuvo, tiene ahora o pueda en el futuro alegar tener durante el Período de la Clase y que se plantearon en la Demanda, o que se podrían haber planteado con base en cualquiera de los hechos alegados en la Demanda Operativa, independientemente de si dichos reclamos surgen conforme a leyes federales, estatales y/o locales, estatutos, ordenanzas, reglamentos, derecho consuetudinario u otra fuente de derecho, incluidos, entre otros, los reclamos basados en presuntas violaciones de estas disposiciones del Código Laboral y de las Órdenes de Salarios y todos los demás reclamos, como los previstos en el Código Laboral de California, las Órdenes de Salarios, los reglamentos y/u otras disposiciones legales, que se podrían haber alegado con base en los hechos planteados en la Demanda, incluidos: (1) Violaciones del Salario Mínimo; (2) Falta de Pago de Todos los Salarios de Horas Extra; (3) Violaciones de los Períodos de Comida; (4) Violaciones de los Períodos de Descanso; (5) Violaciones de los Comprobantes de Salario; (6) Sanciones por Tiempo de Espera; (7) Violación del Código de Negocios y Profesiones de California; (8) Falta de Pago de Salarios durante el Empleo; (9) Falta de Mantenimiento de Registros de Nómina Completos y Exactos; (10) Falta de Reembolso de Gastos Comerciales.

"Reclamos PAGA Liberados" significa todos los reclamos, Demandas, derechos, responsabilidades y causas de acción conforme a la Ley de Fiscales Generales Privados del Código Laboral de California que se alegaron, o que razonablemente se podrían haber alegado, con base en los reclamos planteados en los Avisos PAGA que surgieron durante el Período PAGA o con respecto a él.

"Partes Liberadas" significa el Demandado, sus agentes, funcionarios, empleados exentos, directores, propietarios, subsidiarias, nombres comerciales (DBA), y sociedades predecesoras, sucesoras y matrices.

E. Honorarios de Abogados y Costos de Litigio para los Abogados de la Clase

Los Abogados de la Clase solicitarán honorarios de abogados por un monto de hasta un tercio (1/3) del Monto Bruto del Acuerdo (es decir, un monto de hasta $166,666.67 si el Monto Bruto del Acuerdo es de $500,000.00) (los "Honorarios de Abogados") y el reembolso de los costos y gastos de litigio por un monto de hasta Treinta Mil Dólares ($30,000.00) (los "Costos de Litigio") (en conjunto, los "Honorarios y Costos de Abogados"), sujeto a la aprobación del Tribunal. Los Honorarios y Costos de Abogados que conceda el Tribunal se pagarán con cargo al Monto Bruto del Acuerdo. Los Abogados de la Clase han estado litigando la Demanda en nombre de las Demandantes, los Miembros de la Clase y el Estado de California sobre una base de honorarios de contingencia (es decir, sin haber recibido pago alguno hasta la fecha) y han estado pagando todos los costos y gastos de litigio.

F. Pagos por Servicios para las Demandantes

Las Demandantes solicitarán el monto de Quince Mil Dólares ($15,000.00) cada una (los "Pagos por Servicios"), en reconocimiento de sus servicios en relación con las Acciones y de su liberación y renuncia individual más amplia de reclamos. Los Pagos por Servicios se pagarán con cargo al Monto Bruto del Acuerdo, sujeto a la aprobación del Tribunal, y, de ser concedidos, se pagarán a las Demandantes en adición a cualquier Pago Individual del Acuerdo y/o Pago Individual PAGA al que las Demandantes puedan tener derecho conforme al Acuerdo.

G. Costos de Administración del Acuerdo para el Administrador del Acuerdo

Se estima que el pago al Administrador del Acuerdo no excederá de Nueve Mil Dólares ($9,000.00) (los "Costos de Administración del Acuerdo") por los costos del proceso de aviso y administración del Acuerdo, incluidos, entre otros, el gasto de notificar a los Miembros de la Clase sobre el Acuerdo, procesar las Solicitudes de Exclusión, las objeciones por escrito al Acuerdo de Conciliación de la Clase y las Disputas de Semanas Laborales, calcular y distribuir los pagos, y preparar y emitir los formularios de impuestos, y se pagará con cargo al Monto Bruto del Acuerdo, sujeto a la aprobación del Tribunal.

IV. ¿CUÁNDO SE DISTRIBUIRÁ EL PAGO DEL ACUERDO?

Salvo circunstancias imprevistas, si el Tribunal otorga la aprobación final del Acuerdo, se espera que el Demandado financie el Monto Bruto del Acuerdo y financie los montos necesarios para pagar en su totalidad la parte del empleador de los impuestos sobre la nómina dentro de los treinta (30) días naturales posteriores a la Fecha de Entrada en Vigor, y se espera que las distribuciones de los Pagos Individuales del Acuerdo a los Miembros Participantes de la Clase y de los Pagos Individuales PAGA a los Empleados Agraviados ocurran dentro de los catorce (14) días naturales posteriores al financiamiento del Monto Bruto del Acuerdo.

"Fecha de Entrada en Vigor" significa la fecha en la que hayan ocurrido ambos de los siguientes: (a) el Tribunal dicta una Sentencia sobre su Orden que Concede la Aprobación Final del Acuerdo; y (b) la Sentencia es firme. Si no se presentan objeciones, la Sentencia es firme el día en que el Tribunal dicta la Sentencia; si se presenta una objeción y no se retira, entonces la Sentencia es firme sesenta (60) días después de que se dicte la Sentencia sin que se haya presentado una apelación, o si se presenta una apelación oportuna de la Sentencia, el día siguiente a que el tribunal de apelaciones confirme la Sentencia y emita un remittitur.

V. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DE LA CLASE?

A. Participar en el Acuerdo

Si desea participar en el Acuerdo y recibir dinero del Acuerdo, no tiene que hacer nada. Usted será incluido automáticamente en el Acuerdo de Conciliación de la Clase y se le emitirá su Pago Individual del Acuerdo, a menos que decida excluirse del Acuerdo de Conciliación de la Clase.

A menos que opte por excluirse del Acuerdo de Conciliación de la Clase, usted quedará obligado por los términos del Acuerdo de Conciliación de la Clase y por cualquier sentencia que el Tribunal pueda dictar con base en el mismo, y liberará los Reclamos Liberados de la Clase descritos en la Sección III.D anterior.

Si usted es un Empleado Agraviado, será incluido automáticamente en el Acuerdo de Conciliación PAGA y se le emitirá su Pago Individual PAGA. Esto significa que quedará obligado por los términos del Acuerdo de Conciliación PAGA y por cualquier sentencia que el Tribunal pueda dictar con base en el mismo, y liberará los Reclamos PAGA Liberados descritos en la Sección III.D anterior.

Los Miembros de la Clase y los Empleados Agraviados no serán responsables por separado del pago de los honorarios de abogados ni de los costos y gastos de litigio, a menos que contraten a su propio abogado, en cuyo caso serán responsables de sus propios honorarios y gastos de abogados.

B. Solicitar la Exclusión del Acuerdo de Conciliación de la Clase

Si no desea participar en el Acuerdo de Conciliación de la Clase, debe solicitar la exclusión del Acuerdo de Conciliación de la Clase presentando una solicitud por escrito (la "Solicitud de Exclusión"), la cual debe: (a) contener el nombre y número del caso de la Demanda Colectiva (*Gerald Henderson, et al. v. Pharmavite LLC, et al.*, Tribunal Superior del Condado de Los Ángeles, Caso No. 24STCV04979); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) contener una declaración clara por escrito de que solicita la exclusión del Acuerdo de Conciliación de la Clase; y (4) presentarse por correo al Administrador del Acuerdo, con matasellos **a más tardar el 8 de septiembre de 2026,** en la siguiente dirección:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773

Si el Tribunal otorga la aprobación final del Acuerdo, cualquier Miembro de la Clase que no presente una Solicitud de Exclusión oportuna y válida no tendrá derecho a recibir un Pago Individual del Acuerdo, no quedará obligado por el Acuerdo de Conciliación de la Clase (ni por la liberación de los Reclamos Liberados de la Clase descritos en la Sección III.D anterior), y no tendrá ningún derecho a objetar, apelar o comentar sobre el Acuerdo de Conciliación de la Clase. Los Miembros de la Clase que no presenten una Solicitud de Exclusión serán considerados Miembros de la Clase del Acuerdo y quedarán obligados por todos los términos del Acuerdo, incluidos los relativos a la liberación de los Reclamos Liberados de la Clase descritos en la Sección III.D anterior, así como por cualquier sentencia que el Tribunal pueda dictar con base en el mismo. Todos los Empleados Agraviados quedarán obligados por el Acuerdo de Conciliación PAGA (y por la liberación de los Reclamos PAGA Liberados descritos en la Sección III.D anterior) y se les emitirá un Pago Individual PAGA, independientemente de si presentan una Solicitud de Exclusión.

C. Objetar el Acuerdo de Conciliación de la Clase

Usted puede objetar los términos del Acuerdo de Conciliación de la Clase siempre que no haya presentado una Solicitud de Exclusión, presentando una objeción por escrito al Administrador del Acuerdo. Alternativamente, o adicionalmente, puede presentar su objeción oralmente en la Audiencia de Aprobación Final.

Una objeción debe: (a) contener el nombre y número del caso de la Demanda Colectiva (*Gerald Henderson, et al. v. Pharmavite LLC, et al.*, Tribunal Superior del Condado de Los Ángeles, Caso No. 24STCV04979); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) contener una declaración por escrito de todos los fundamentos de la objeción acompañada de cualquier respaldo legal y fáctico de dicha objeción; (d) contener copias de cualquier documento, escrito u otros documentos en los que se base la objeción; y (e) presentarse por correo al Administrador del Acuerdo a la dirección indicada en la Sección IV.B anterior, con matasellos **a más tardar el 8 de septiembre de 2026**.

VI. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal celebrará una Audiencia de Aprobación Final en el Departamento 9 del Tribunal Superior del Condado de Los Ángeles, ubicado en Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012, el **3 de diciembre de 2026, a las 10:00 a.m.**, para determinar si el Acuerdo debe aprobarse de manera final por ser justo, razonable y adecuado. También se solicitará al Tribunal que

apruebe y conceda los Honorarios y Costos de Abogados a los Abogados de la Clase, los Pagos por Servicios a las Demandantes, y los Costos de Administración del Acuerdo al Administrador del Acuerdo.

La audiencia puede aplazarse sin previo aviso adicional a los Miembros de la Clase. No es necesario que usted comparezca en la Audiencia de Aprobación Final, aunque puede comparecer si así lo desea.

Usted puede comparecer a la Audiencia de Aprobación Final en persona o de forma remota. Visite el sitio web del Tribunal para obtener la información más actualizada sobre cómo comparecer de forma remota: https://www.lacourt.ca.gov/pages/lp/lacc-welcome.

Visite el sitio web del Tribunal para obtener la información más actualizada sobre el funcionamiento del Tribunal y cualquier requisito que pueda aplicarse para acceder a las instalaciones del Tribunal: https://www.lacourt.ca.gov/home.

VII. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Convenio de Conciliación, debe revisar el Convenio de Conciliación detallado y otros documentos que constan en el expediente del Tribunal.

Puede consultar el Convenio de Conciliación y otros documentos digitalizados presentados en la Demanda, previo pago de una tarifa, visitando la Oficina del Secretario del Tribunal, ubicada en 312 North Spring Street, Los Angeles, CA 90012, durante el horario de atención, o en línea visitando el siguiente sitio web: https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access, escribiendo el número de caso "24STCV04979" en el cuadro de texto etiquetado "Case Number" y haciendo clic en "Search".

Si el Tribunal otorga la aprobación final del Acuerdo, el Administrador del Acuerdo publicará en su sitio web la orden del Tribunal que concede la aprobación final del Acuerdo y la sentencia: henderson-v-pharmavite.phoenixcases.com.

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (800) 523-5773, O TAMBIÉN PUEDE COMUNICARSE CON LOS ABOGADOS DE LA CLASE.

Exhibit B

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

January 13, 2026

CASE ASSUMPTIONS	
Class Members	400
Opt Out Rate	1%
Opt Outs Received	8
Total Class Claimants	392
Subtotal Admin Only	**$8,942.14**
Flat Fee Total	**$8,500.00**

For 400 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Language Translation, Printing & Mailing Included

Case: GH-Pharmavite LLC-4979, Opt-Out Administration

Phoenix Contact: Michael E. Moore
Contact Number: 949.331.0131
Email: mike@phoenixclassaction.com

Requesting Attorney: Alborz Javaheri
Firm: Lawyers for Justice, PC
Contact Number: 818-Justice
Email: a.javaheri@calljustice.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly. Estimate is based on **400** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Manager	$100.00	2	$200.00
Programming Database & Setup	$100.00	2	$200.00
Toll Free Setup*	$100.00	1	$100.00
Call Center & Long Distance	$2.00	56	$112.00
NCOA (USPS)	$70.00	1	$70.00
		Total	**$682.00**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Language Translation / Website			
Project Action	**Rate**	**Hours/Units**	**Line Item Estimate**
Notice Packet Formatting	$100.00	2	$200.00
Language Translation	$900.00	1	$900.00
Data Merge & Duplication Scrub	$0.10	400	$40.00
Notice Packet & Opt-Out Form	$1.35	400	$540.00
Estimated Postage (up to 2 oz.)*	$0.90	400	$360.00
Static Website	$200.00	1	$200.00
		Total	**$2,240.00**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$80.00	1	$80.00
Skip Tracing Undeliverables	$1.00	60	$60.00
Remail Notice Packets	$1.00	57	$57.00
Estimated Postage	$0.90	57	$51.30
Programming Undeliverables	$50.00	2	$100.00
		Total	**$348.30**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Database	$150.00	1	$150.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	6	$330.00
Deficiency & Dispute Letters	$10.00	1	$10.00
Case Manager	$85.00	4	$340.00
		Total	**$1,030.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$135.00	1	$135.00
Disbursement Review	$135.00	1	$135.00
Programming Manager	$95.00	2	$190.00
QSF Bank Account & EIN	$135.00	1	$135.00
Check Run Setup & Printing	$135.00	4	$540.00
Mail Class Checks *	$0.90	392	$352.80
Estimated Postage	$0.70	392	$274.40
		Total	**$1,762.20**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for dowloading tax forms from PHX secure portal

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$80.00	1	$80.00
Remail Checks (Postage Included)	$2.00	82	$164.64
Case Associate	$55.00	3	$165.00
Reconcile Uncashed Checks	$85.00	4	$340.00
Conclusion Reports	$115.00	2	$230.00
Case Manager Conclusion	$85.00	3	$255.00
Final Reporting & Declarations	$115.00	3	$345.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting & Escheating to the State of CA Included)	$1,300.00	1	$1,300.00
		Total	**$2,879.64**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total: $8,942.14

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.