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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF SAN DIEGO**

16 HUY DIEP, Individually and On Behalf of All)
17 Others Similarly Situated,)

18 Plaintiffs,)

19 v.)

20 POLARIS PHARMACY SERVICES, LLC, a)
21 FL limited liability company; POLARIS)
22 PHARMACY SERVICES OF SAN DIEGO,)
23 LLC, a CA limited liability company; MED-)
24 PLUS PHARMACY, INC., a CA corporation;)
25 MED-PLUS PHARMACY, LLC, a CA limited)
liability company; and DOES 1 through 50,)
inclusive,)

26 Defendants.)
27)
28)

Case No. 37-2024-00004618-CU-OE-CTL

CLASS ACTION

[Original Complaint filed Jan. 31, 2024]

[Assigned to the Honorable Katherine A. Bacal
(Dept. 69) for all purposes]

**ADDENDUM TO CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT
AND CLASS NOTICE**

**ADDENDUM TO THE CLASS ACTION SETTLEMENT
AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE**

This addendum (“Addendum”) to the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement Agreement”) is made and entered into by and between Plaintiff HUY DIEP (“Plaintiff” or “Class Representative”), as an individual and on behalf of the proposed Settlement Class, and Defendants POLARIS PHARMACY SERVICES, LLC; POLARIS PHARMACY SERVICES OF SAN DIEGO, LLC; and MED-PLUS PHARMACY, LLC (“Defendants”) (collectively with Plaintiff, the “Parties”), through their respective counsel of record, pursuant to Paragraph 11.5 of the Settlement Agreement, which provides:

11.5 Attorney Authorization. The Parties separately warrant and represent that they have authorized their respective Counsel to take all appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

This Addendum incorporates by reference all terms and conditions of the Settlement Agreement. But for those specific terms and conditions that this Addendum modifies, all Settlement terms and conditions will remain effective and enforceable. Any inconsistencies or differences between this Addendum and the Settlement Agreement will be interpreted and construed in favor of this Addendum.

Pursuant to the Court's Tentative Ruling re Plaintiff's Motion for Preliminary Approval of Class Action Settlement, issued on June 26, 2025, the following modification is made to the Settlement Agreement:

PAGA Allocation:

The parties mistakenly allocated 65% of the PAGA Penalties to the California Labor & Development Workforce Agency ("LWDA") and 35% of the PAGA Penalties to the Aggrieved Employees. As suggested in the Court's June 26, 2025 Tentative Ruling, the amendments to the PAGA statute are inapplicable to the present Settlement Agreement as this action arose in January

2024, several months before the PAGA statute was amended. Accordingly, the proper allocation of the PAGA Penalties is 75% to the LWDA and 25% to the Aggrieved Employees.

As a result, **Paragraph 1.24** of the Settlement Agreement is modified as follows:

“Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the Aggrieved Employee’s pay rate during the PAGA Period.

Paragraph 1.27 of the Settlement Agreement is modified as follows:

“LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

Paragraph 1.34 of the Settlement Agreement is modified as follows:

“PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$10,000.00), allocated 25% to the Aggrieved Employees (\$2,500.00) and the 75% to the LWDA (\$7,500) in settlement of PAGA claims.

Paragraph 3.2.5 of the Settlement Agreement is modified as follows:

To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$2,500.00) by the total all Aggrieved Employees’ pay rates during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s pay rate. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

Paragraph 3.b.iv (Page 4) of the Class Notice is modified as follows:

b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

iv. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Paragraph 4.b (Page 7) of the Class Notice is modified as follows:

b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total of all Aggrieved Employees' pay rates and (b) multiplying the result by each individual Aggrieved Employee's pay rate.

SO AGREED

DATED: June 27, 2025

BDG LAW GROUP, APLC

By:

/s/ Sarah E. Hernandez

Sarah E. Hernandez

Attorneys for Defendants

DATED: June 27, 2025

LAW OFFICE OF DAVID A. HUCH

By:

/s/ David A. Huch

David A. Huch

Attorneys for Plaintiff