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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

KASIM HAKIMI, individually, and on behalf
of other similarly situated employees and
aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

CATALENT PHARMA SOLUTIONS, LLC;
and DOES 1 through 25, inclusive,

Defendants.

Case No.: 24CV087209

Honorable Ruben Sundeen
Department 23

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

Reservation ID: 574791183147
Date: July 9, 2026
Time: 2:30 p.m.
Dept.: 23

Complaint Filed: August 14, 2024
FAC Filed: October 17, 2025
Trial Date: Not Set

1 Plaintiff Kasim Hakimi’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
3 came before this Court on **July 9, 2026 at 2:30 p.m.** before the Honorable Ruben Sundeen in
4 Department 23 of the above-captioned Court located at Rene C. Davidson Courthouse, 1225 Fallon
5 Street, Oakland, California 94612.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration
9 Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (James S. Winn
10 Jr.), the Class Representative (Kasim Hakimi), and the Settlement Administrator (Madely Nava on
11 behalf of Apex Class Action LLC), and the evidence and argument received by the Court in
12 conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement and
13 documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND
14 MAKES THE FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendant Catalent Pharma Solutions, LLC (“Defendant”) (together, with Plaintiff,
17 the “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for
20 Defendant in the State of California at any time during the Class Period.” The “Class Period” is
21 defined as the period from August 14, 2020 through September 8, 2025.

22 3. The Court appoints Plaintiff Kasim Hakimi as the Class Representative for settlement
23 purposes only.

24 4. The Court appoints Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, Noam
25 Y. Reiffman, Alexandra Rose, and James S. Winn Jr. of Blackstone Law, APC as Class Counsel for
26 settlement purposes only.

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1 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by
5 providing individual notice to all Class Members who could be identified through reasonable effort,
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
14 Parties, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
15 by Defendant or any other Released Parties. Neither this Order and Judgment, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
17 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
18 by or against Defendant or any of the other Released Parties.

19 8. The Court finds that Randy Xayasomloth has validly and timely opted out of the Class
20 Settlement and no Settlement Class Members have objected to the Class Settlement.

21 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
22 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from
23 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$10,000.00.

24 10. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
25 to Class Counsel in the sum of \$262,500.00 and reimbursement of actual litigation costs and expenses
26 to Class Counsel in the sum of \$24,517.00. It is hereby ordered that the Settlement Administrator
27 must hold 10% of the attorneys’ fees (\$26,250.00) until the Court approves the final accounting. The
28 attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel are reasonable

1 amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the
2 common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient
3 litigation practices and reflects the actual benefit obtained for the Class.

4 11. The Court approves and orders payment from the Gross Settlement Amount in the
5 amount of \$7,890.00 to Apex Class Action LLC for performance of settlement administration services.

6 12. The Court approves and orders payment in the amount of \$26,000.00 to the California
7 Labor and Workforce Development Agency (“LWDA”) as 65% of the payment allocated toward
8 PAGA penalties.

9 13. It is hereby ordered that no later than fifteen (15) business days after the Effective Date,
10 Defendant will deposit the Gross Settlement Amount into an account established by the Settlement
11 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

12 14. It is hereby ordered that within ten (10) business days after Defendant funds the Gross
13 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
14 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and
15 Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and
16 Settlement Administration Costs to itself.

17 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
18 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
19 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
20 distributed by the Settlement Administrator to Legal Aid at Work (the *cy pres* recipient) in accordance
21 with California Code of Civil Procedure Section 384.

22 16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
23 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
24 compromised, relinquished, and discharged the Released Parties of any and all claims which were
25 alleged or which could have been reasonably alleged based on the factual allegations in the Operative
26 Complaint, arising during the Class Period, which shall specifically include claims for Defendant’s
27 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and
28 associated premium payments, timely pay wages during employment and upon termination, provide

1 accurate wage statements, and reimburse necessary business-related expenses in violation of
2 California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197,
3 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and
4 California Business and Professions Code sections 17200, *et seq.* (collectively, “Released Class
5 Claims”).

6 17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
7 and the State of California with respect to all PAGA Employees will be deemed to have fully, finally,
8 and forever released, settled, compromised, relinquished, and discharged the Released Parties of any
9 and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA
10 Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code
11 Sections 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay
12 overtime and minimum wages, provide compliant meal and rest periods and associated premium
13 payments, timely pay wages during employment and upon termination, provide compliant wage
14 statements, maintain complete and accurate payroll records, and reimburse necessary business-related
15 expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510,
16 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare
17 Commission Wage Order (collectively, “Released PAGA Claims”).

18 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
19 individually and on his own behalf, will be deemed to have fully, finally, and forever released, settled,
20 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,
21 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of
22 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
23 unasserted, arising out of, relating to, or resulting from his employment and/or separation of
24 employment with Defendant, which Plaintiff, at any time up until the execution of the Settlement
25 Agreement, had or claimed to have or may have, including but not limited to any and all claims arising
26 out of, relating to, or resulting from his employment and/or separation of employment with the
27 Released Parties, including any claims arising under any federal, state, or local law, statute, ordinance,
28 rule, or regulation or Executive Order relating to employment, including, but in no way limited to, any

claim under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities Act; the Family and Medical Leave Act; the Employee Retirement Income Security Act; the California Family Rights Act; the California Fair Employment and Housing Act; all claims for wages or penalties under the Fair Labor Standards Act; all claims for wages or penalties under the California Labor Code or any applicable California Industrial Welfare Commission Wage Order; Business and Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or interference with legal rights; any and all other employment or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims, including but not limited to any claims for libel, slander, defamation or invasion of privacy; and any breach of contract claims or claims of promissory estoppel or quasi-contract. It is agreed that this is a general release and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that cannot be released hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the effect of the Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

19. “Released Parties” means Defendant and its current and former officers, directors, members, employees, agents, representatives, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

20. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

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1 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
2 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
3 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

4 22. A Compliance Hearing is set for _____ at _____
5 in Department 23 of this Court located at Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland,
6 California 94612. The Settlement Administrator shall file a Final Report no later than five (5) court
7 days prior to the Complaint Hearing.

8 **IT IS SO ORDERED.**

9 Dated: _____

Honorable Ruben Sundeen