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9 Attorneys for Plaintiff Kasim Hakimi and the Class

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11
12 **FOR THE COUNTY OF ALAMEDA**

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

16 Plaintiff,

17 vs.

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

20 Defendants,

Case No.: 24CV087209

Honorable Ruben Sundeen
Department 23

**DECLARATION OF MADELY NAVA ON
BEHALF OF APEX CLASS ACTION LLC,
REGARDING NOTICE AND SETTLEMENT
ADMINISTRATION**

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 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Hakimi v. Catalent Pharma Solutions,*
6 *LLC* matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am
7 personally acquainted with the information contained herein, and in the event of being summoned to
8 provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 150 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and settlement administration, pursuant to the terms of the
17 Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well as those to
18 be fulfilled following the granting of Final Approval of the Settlement, include: (a) printing and mailing
19 the *Notice Of Class Action Settlement*, in English (referred to as “Class Notice”); (b) receiving and
20 processing Requests for Exclusion, Disputes, and Notices of Objection; (c) calculating individual
21 settlement award amounts; (d) processing and mailing settlement award checks; (e) handling tax
22 withholdings as required by the Settlement and the law; (f) preparing, issuing and filing tax returns and
23 other applicable tax forms; (g) managing the distribution of any unclaimed funds pursuant to the terms
24 of the Settlement; and (h) undertaking additional tasks as mutually agreed upon by the Parties or as
25 ordered by the Court for Apex to perform.

26 ///

27 ///

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1 **CLASS DATA AND NOTICE PROCESS**

2 4. On January 8, 2026, Class Counsel provided Apex with the Court-approved content for the Class
3 Notice. Apex then generated a draft of the formatted Class Notice, which received approval from the
4 Parties' Counsel prior to mailing.

5 5. On January 22, 2026, Defendant's counsel provided Apex with the Class List comprising the full
6 names, social security numbers, last known mailing addresses, and dates worked for Defendant in
7 California during the Class Period. On March 9, 2026, Counsel provided additional pay data for purposes
8 of calculating class member workweeks. Apex reviewed & cleansed the data for duplicates,
9 discrepancies and any potential missing information. The Class List consisted of a total of 301
10 individuals identified as Class Members who worked 26,246 Workweeks. Accordingly, the Escalator
11 Clause was not triggered.

12 6. In preparation for the mailing process, all 301 names and addresses listed in the Class List
13 underwent verification and updating against the National Change of Address ("NCOA") database
14 maintained by the United States Postal Service ("USPS"). The purpose of this step was to ensure the
15 accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice. The
16 NCOA database contains records of requested address changes submitted to the USPS. If an updated
17 address was found in the NCOA database, it was utilized for the mailing of the Class Notice. However,
18 in cases where no updated address was found in the NCOA database, the original address provided by
19 Defendant's counsel was used for the mailing of the Class Notice.

20 7. On April 15, 2026, the Class Notice was sent to all 301 individuals listed in the Class List via
21 U.S First Class Mail. A true and correct copy of the Class Notice is attached as **Exhibit A**.

22 **UNDELIVERABLE NOTICES, REMAILED NOTICES AND SKIP TRACING**

23 8. As of the date of this declaration, our office has received 19 returned Class Notices as
24 undeliverable. Apex conducted a computerized skip trace on the 19 returned Class Notices in an attempt
25 to acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted
26 in obtaining 14 updated addresses, to which we promptly re-mailed the Class Notices via U.S First Class
27 Mail.

1 9. As of the date of this declaration, five (5) Class Notices have been considered undeliverable as
2 no updated address was found as a result of skip tracing.

3 **REQUESTS FOR EXCLUSION, OBJECTION(S) AND DISPUTE(S)**

4 10. The Response Deadline is June 15, 2026. An extended Response Deadline for Class Members who
5 received a remailed notice is June 30, 2026.

6 11. As of the date of this declaration, Apex has received one (1) Request for Exclusion from Randy
7 Xayasomloth.

8 12. As of the date of this declaration, Apex has not received any Notices of Objections.

9 13. As of the date of this declaration, Apex has not received any Disputes.

10 14. As of the date of this declaration, Apex reports 300 Settlement Class Members, constituting
11 99.67% of the Class.

12 **ALLOCATION OF GROSS SETTLEMENT AMOUNT**

13 15. The total number of Workweeks worked by Settlement Class Members during the Class Period
14 is 25,985. The Net Settlement Amount available to the Settlement Class Members is estimated to be
15 (\$399,610.00), which was calculated by subtracting the requested attorneys' fees (\$262,500.00), the
16 maximum amount allocated for litigation costs and expenses (\$30,000.00), the requested Enhancement
17 Payment (\$10,000.00), the requested Settlement Administration Costs (\$7,890.00), and the PAGA
18 Penalties (\$40,000.00) from the Gross Settlement Amount (\$750,000.00).

19 16. The *highest* Individual Settlement Share to a Settlement Class Member is currently estimated to
20 be approximately \$4,013.79, the *average* Individual Settlement Share is currently estimated to be
21 approximately \$1,332.03, and the *lowest* Individual Settlement Share is currently estimated to be
22 approximately \$15.38. These amounts are subject to employee-side tax and withholdings.

23 17. Pursuant to the Settlement, 35% of the PAGA Amount (\$14,000.00) will be allocated to PAGA
24 Employees regardless of whether they opt out of the Class settlement. PAGA Employees cannot opt out
25 of the PAGA settlement. There are 190 PAGA Employees who worked a total of 5,750 Pay Periods
26 during the PAGA Period.

1 18. The *highest* Individual PAGA Payment to a PAGA Employee is approximately \$129.04, the
2 *average* Individual PAGA Payment is approximately \$73.68, and the *lowest* Individual PAGA Payment
3 is approximately \$2.43.

4 **ADMINISTRATION COSTS**

5 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
6 and anticipated expenses, amount to \$7,890.00. Apex will proceed with additional tasks related to this
7 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
8 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
9 upon by the Parties or ordered by the Court for Apex to undertake. A copy of Apex's quote is attached
10 hereto as **Exhibit B**.

11 I declare under penalty of perjury under the laws of the State of California and the United States
12 that the foregoing is true and correct, and that this Declaration was executed this 15th day of June 2026,
13 in Irvine, California.

14 
15 _____
16 MADELY NAVA

Exhibit A

Kasim Hakimi v. Catalent Pharma Solutions, LLC
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»

Apex ID: «Apex_ID» «Tray_PC» «
«Full_Name»
«Address_1»
«City», «State» «Zip»

NOTICE OF CLASS ACTION SETTLEMENT

Kasim Hakimi v. Catalent Pharma Solutions, LLC
Superior Court of California for the County of Alameda, Case No. 24CV087209

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 with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Kasim Hakimi ("Plaintiff") and Defendant Catalent Pharma Solutions, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Kasim Hakimi v. Catalent Pharma Solutions, LLC*, Alameda County Superior Court, Case No. 24CV087209 ("Action"), which may affect your legal rights. On January 8, 2026, the Court granted preliminary approval of the settlement and scheduled a hearing on July 9, 2026, at 2:30 p.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(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from August 14, 2020, through September 8, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from August 13, 2023, through September 8, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On August 13, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On August 14, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On January 8, 2026, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiff contends 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 accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business

and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”). Plaintiff seeks, 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. Defendant has not admitted any liability by settling the case and contends that it paid all of its employees properly and in accordance with the law. The Parties have agreed to settle the case to avoid the cost and inconvenience of litigation.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On January 8, 2026, the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Kasim Hakimi as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Noam Y. Reiffman
Alexandra Rose
James S. Winn Jr.
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

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

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 Plaintiff, Class Members, or PAGA Employees. Plaintiff 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, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) (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 not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$262,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for his services in the Action; (3) the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 65% (\$26,000.00) (“LWDA Payment”) and the remaining 35% (\$14,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) to the Settlement Administrator.

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 worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled 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 (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as thirty-three percent (33%) as wages, which will be reported on an IRS Form W-2, and sixty-seven percent (67%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA 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 provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From August 14, 2020, through September 8, 2025 (i.e., the Class Period), you are credited as having worked «Class_Workweeks» Workweeks.**
- **From August 13, 2023, through September 8, 2025 (i.e., the PAGA Period), you are credited as having worked «PAGA_Pay_Periods_» Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Hakimi v. Catalent Pharma Solutions, LLC*, Case No. 24CV087209); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before June 15, 2026**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$«Est_Class_PMT». 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 and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$«Est_PAGA_PMT» and 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 Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and 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, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and the State of California will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendant and its current and former officers, directors, members, employees, agents, representatives, insurers,

shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$262,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) (collectively, "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 Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) ("Enhancement Payment), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) ("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, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class 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 and if the Court grants final approval of the 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 against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

Apex Class Action
PO Box 54668,
Irvine, CA 92619

A Request for Exclusion must: (a) contain the case name and number of the Action (*Hakimi v. Catalent Pharma Solutions, LLC*, Case No. 24CV087209); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked on or before June 15, 2026.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued 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 timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Hakimi v. Catalent Pharma Solutions, LLC*, Case No. 24CV087209); (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 support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before June 15, 2026**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 25 of the Alameda County Superior Court, located at Administration Building, 1221 Oak Street, Oakland, California 94612 on July 9, 2026, at 2:30 p.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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



VI. 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.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://portal.alameda.courts.ca.gov>. After arriving at the website, click the "Searches" tab at the top of the page, then select the Document Downloads link, enter the case number (24CV087209) and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

You may also visit the Settlement Administrator's website at www.apexclassaction.com/catalent for key documents in the Action.

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: 1-800-355-0700, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

AVISO DE ACUERDO DE DEMANDA COLECTIVA

Kasim Hakimi v. Catalent Pharma Solutions, LLC

Tribunal Superior de California para el Condado de Alameda, Caso No. 24CV087209

LEA ATENTAMENTE ESTE AVISO COLECTIVO.

Usted ha recibido este Aviso de Demanda Colectiva porque los registros del Demandado indican que usted podría ser elegible para tomar parte en el acuerdo de demanda colectiva alcanzado en el caso arriba referido.

No es necesario que realice ninguna acción para recibir un pago del acuerdo.

Este Aviso Colectivo está diseñado para informarle de sus derechos y opciones respecto del Acuerdo Colectivo y de cómo puede solicitar ser excluido del Acuerdo Colectivo, objetar y/o disputar el número de Semanas Laborales y/o Periodos de Pago que se le acreditan, si así lo desea.

SE LE NOTIFICA QUE: Se ha llegado a un acuerdo de demanda colectiva y representativa entre el demandante Kasim Hakimi (“Demandante”) y el demandado Catalent Pharma Solutions, LLC (“Demandado”) (Demandante y Demandado se denominan colectivamente las “Partes”) en el caso titulado *Kasim Hakimi v. Catalent Pharma Solutions, LLC*, Tribunal Superior del Condado de Alameda, Caso No. 24CV087209 (“Demanda”), que puede afectar a sus derechos legales. El 8 de enero de 2026, el Tribunal concedió la aprobación preliminar del acuerdo y programó una audiencia para el 9 de julio de 2026, a las 2:30 p.m. (“Audiencia de Aprobación Final”) para determinar si el Tribunal debe conceder o no la aprobación final.

I. DEFINICIONES IMPORTANTES

“Clase” o “Miembro(s) de Clase” significa todos los empleados actuales y pasados pagados por hora y/o no exentos que hayan trabajado para el Demandado en el Estado de California en cualquier momento durante el Período de Clase.

“Periodo de Clase” significa el periodo comprendido entre el 14 de agosto de 2020 y el 8 de septiembre de 2025.

“Acuerdo de Demanda Colectiva” significa el acuerdo y la resolución de todas las Reclamaciones Liberadas de Clase.

“Empleado(s) de PAGA” significa todos los empleados actuales y pasados pagados por hora y/o no exentos que trabajaron para el Demandado en el Estado de California en cualquier momento durante el Período de PAGA.

“Periodo de PAGA” significa el periodo comprendido entre el 13 de agosto de 2023 y el 8 de septiembre de 2025.

“Acuerdo de PAGA” significa el acuerdo y la resolución de todas las Reclamaciones Liberadas de PAGA.

II. ANTECEDENTES DE LA DEMANDA

El 13 de agosto de 2024, el Demandante notificó por escrito a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA”) y al Demandado las disposiciones específicas del Código Laboral de California que el Demandante sostiene que fueron violadas (“Carta de PAGA”). El 14 de agosto de 2024, el Demandante inició una demanda colectiva putativa mediante la presentación de una Demanda Colectiva en la Demanda. El 8 de enero de 2026, el Demandante presentó una Primera Enmienda de Demanda Colectiva y Representativa (“Demanda Operativa”) en la Demanda.

El Demandante alega que el Demandado no pagó correctamente los salarios mínimos y las horas extraordinarias, no proporcionó las pausas de comida y descanso y las primas asociadas, no pagó puntualmente los salarios durante el empleo y tras la terminación del empleo y las sanciones por tiempo de espera asociadas, no proporcionó declaraciones de salarios precisas y no reembolsó los gastos empresariales, y por lo tanto incurrió en prácticas comerciales desleales en violación del Código de Negocios y Profesiones de California, sección 17200, y *siguientes*, y conducta que da lugar a sanciones en virtud de la Ley de Fiscales Generales Privados de 2004 de conformidad con el Código Laboral de California, Sección 2698, y *siguientes* (“PAGA”). El Demandante solicita, entre otras cosas, la recuperación de los salarios y las primas por periodos de descanso y comidas impagados, los gastos empresariales no reembolsados, la restitución, las sanciones, los intereses y los honorarios y costas de los abogados.

El Demandado niega todas las alegaciones de la Demanda o que haya infringido alguna ley. El Demandado no ha admitido responsabilidad al resolver el caso y sostiene que pagó a todos sus empleados correctamente y de conformidad con la ley. Las Partes han acordado llegar a un acuerdo para evitar los costes e inconvenientes de un litigio.

Además, participaron en una mediación con un respetado mediador de demandas colectivas y, como resultado, las Partes llegaron a un acuerdo. Desde entonces, las Partes han suscrito una Estipulación Conjunta de Demanda Colectiva y un Acuerdo PAGA (“Acuerdo” o “Acuerdo de Transacción”).

El 8 de enero de 2026, el Tribunal dictó una orden de aprobación preliminar del Acuerdo. El Tribunal ha designado a Apex Class Action LLC como administrador del Acuerdo (“Administrador del Acuerdo”), al Demandante Kasim Hakimi como representante de Clase (“Representante de Clase”), y a los siguientes abogados del Demandante como abogados de Clase (“Abogados de Clase”):

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Noam Y. Reiffman
Alexandra Rose
James S. Winn Jr.

Blackstone Law, APC

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

Tel: (310) 622-4278 / Fax: (855) 786-6356

Si es Miembro de Clase, no es necesario que realice ninguna acción para recibir un Pago Individual del Acuerdo, pero tiene la oportunidad de solicitar la exclusión del Acuerdo Colectivo (en cuyo caso no recibirá un Pago Individual del Acuerdo), objetar al mismo y/o disputar las Semanas Laborales y/o Períodos de Pago que se le acrediten, si así lo desea, como se explica con más detalle en las Secciones III y IV a continuación. Si usted es un Empleado de PAGA, no necesita realizar ninguna acción para recibir un Pago Individual de PAGA; no tendrá la oportunidad de objetar ni de buscar la exclusión del Acuerdo de PAGA.

El Acuerdo representa un compromiso y un arreglo de reclamaciones en disputa. Nada en el Acuerdo pretende ser o será interpretado como una admisión por parte del Demandado de que las reclamaciones en la Demanda tienen fundamento o de que el Demandado tiene alguna responsabilidad ante el Demandante, los Miembros de Clase o los Empleados de PAGA. El Demandante y el Demandado, y sus respectivos abogados, han llegado a la conclusión y están de acuerdo en que, a la luz de los riesgos e incertidumbres para cada parte de la continuación del litigio, el Acuerdo es justo, razonable y adecuado, y es en el mejor interés de los Miembros de Clase, el Estado de California y los Empleados de PAGA.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula del Acuerdo

El monto total del acuerdo asciende a setecientos cincuenta mil dólares con cero centavos (\$750,000.00) (el “Monto Total del Acuerdo”). La parte del Monto Total del Acuerdo disponible para el pago a los Miembros de Clase se denomina “Monto Neto del Acuerdo”. El Monto Neto del Acuerdo será el Monto Total del Acuerdo menos los siguientes pagos, que están sujetos a la aprobación del Tribunal: (1) los honorarios de los abogados, por un importe no superior al treinta y cinco por ciento (35%) del Monto Total del Acuerdo (es decir, \$262,500.00), y el reembolso de las costas y gastos del litigio, por un importe que no supere los treinta mil dólares y cero centavos (\$30,000.00) a los Abogados de Clase; (2) el Pago de Incentivo por un importe que no supere los diez mil dólares y cero centavos (\$10,000.00) al Demandante por sus servicios en la Demanda; (3) el importe de cuarenta mil dólares y cero centavos (\$40,000.00) asignado a las sanciones civiles en virtud de la Ley de Fiscales Generales Privados (“Cantidad de PAGA”), de la cual se pagará a la LWDA el 65% (\$26,000.00) (“Pago de LWDA”) y el 35% restante (\$14,000.00) se distribuirá entre los Empleados de PAGA (“Cantidad Empleado de PAGA”); y (4) Costes de Administración del Acuerdo por un importe que no excederá de ocho mil dólares y cero centavos (\$8,000.00) al Administrador del Acuerdo.

Los Miembros de Clase son elegibles para recibir el pago conforme al Acuerdo Colectivo de su parte prorrateada del Monto Neto del Acuerdo (“Parte Individual del Acuerdo”) en base al número de semanas que cada Miembro de Clase trabajó para el Demandado como empleado pagado por hora y/o no exento en California durante el Período de Clase (“Semanas Laborales”). El Administrador del Acuerdo ha dividido el Monto Neto del Acuerdo por las Semanas Laborales de todos los Miembros de Clase para obtener el “Valor Estimado de la Semana Laboral”, y ha multiplicado las Semanas Laborales individuales de cada Miembro de Clase por el Valor Estimado de la Semana Laboral para obtener una Cuota Individual estimada del Acuerdo que cada Miembro de Clase puede tener derecho a recibir en virtud del Acuerdo Colectivo (que se enumera en la Sección III.C a continuación). A los Miembros de Clase que no presenten una Solicitud de Exclusión válida y a tiempo (“Miembros de Clase del Acuerdo”) se les emitirá su Pago Individual del Acuerdo final.

Cada Parte Individual del Acuerdo se asignará en un treinta y tres por ciento (33%) en concepto de salario, que se declarará en un formulario W-2 del IRS, y en un sesenta y siete por ciento (67%) en concepto de sanciones, intereses y daños y perjuicios no salariales, que se declararán en un Formulario 1099 del IRS (si procede). Cada Parte Individual del Acuerdo estará sujeta a una reducción, por la parte correspondiente al empleado, de los impuestos sobre la nómina y las retenciones respecto de la parte correspondiente a los salarios de las Partes Individuales del Acuerdo, lo que resultará en un pago neto al Miembro de Clase del Acuerdo (“Pago Individual del Acuerdo”). La parte patronal de los impuestos y contribuciones en relación con la parte salarial de las Cuotas Individuales del Acuerdo (“Impuestos del Empleador”) será pagada por el Demandado por separado y además del Monto Total del Acuerdo.

Los Empleados de PAGA son elegibles para recibir el pago conforme al Acuerdo de PAGA de su parte prorrateada de la Cantidad del Empleado de PAGA (“Pago Individual de PAGA”) basado en el número de períodos de pago que cada Empleado de PAGA trabajó para el Demandado como empleado pagado por hora y/o no exento en California durante el Período de PAGA (“Períodos de Pago”). El Administrador del Acuerdo ha dividido la Cantidad del Empleado de PAGA, es decir, el 35% de la Cantidad de PAGA, entre los Períodos de Pago de todos los Empleados de PAGA para obtener el “Valor del Período de Pago de PAGA” y ha multiplicado los Períodos de Pago de cada Empleado de PAGA por el Valor del Período de Pago para obtener el Pago Individual de PAGA cada Empleado de PAGA.

Cada Pago Individual de PAGA se asignará como sanciones al cien por ciento (100 %), no estará sujeto a impuestos ni retenciones y se declarará en el formulario 1099 del IRS (si procede).

Si el Tribunal concede la aprobación definitiva del Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo a los Miembros de Clase del Acuerdo y los Pagos Individuales de PAGA se enviarán por correo a los Empleados de PAGA a la dirección que conste en los registros del Administrador del Acuerdo. **Si la dirección a la que se envió este Aviso de Demanda Colectiva no es correcta, o si se muda después de recibirlo, debe proporcionar su dirección postal correcta al Administrador del Acuerdo lo antes posible para asegurarse de recibir cualquier pago al que pueda tener derecho en virtud del Acuerdo.**

B. Sus Semanas Laborales y Periodos de Pago (si procede) según los registros del Demandado

Según los registros del Demandado:

- Desde el 14 de agosto de 2020 hasta el 8 de septiembre de 2025 (es decir, el Periodo de Clase), se le acredita haber trabajado «Class_Workweeks» Semanas Laborales.
- Desde el 13 de agosto de 2023 hasta el 8 de septiembre de 2025 (es decir, el Periodo de PAGA), se le acreditará haber trabajado «PAGA_Pay_Periods_» Periodos de Pago

Si desea impugnar las Semanas Laborales y/o Periodos de Pago que se le han abonado, debe presentar su impugnación por escrito al Administrador del Acuerdo (“Impugnación”). La Impugnación debe: (a) contener el nombre del caso y el número de la Demanda (*Hakimi v. Catalent Pharma Solutions, LLC* , Caso No. 24CV087209); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) indicar claramente que usted disputa la cantidad de Semanas Laborales y/o Periodos de Pago que se le acreditaron y lo que usted sostiene que es el número correcto; y (d) ser devuelta por correo al Administrador del Acuerdo a la dirección especificada que aparece en la Sección IV.B a continuación, con sello postal a más tardar el del **15 de junio de 2026**.

C. Estimación de su Parte Individual del Acuerdo y Pago Individual de PAGA (si procede)

Como se ha explicado anteriormente, la estimación de su Parte Individual del Acuerdo y de su Pago Individual de PAGA (si procede) se basa en el número de Semanas Laborales y de Periodos de Pago (si procede) que se le acrediten.

Según los términos del Acuerdo, se estima que su Parte Individual del Acuerdo será de \$«Est_Class_PMT». La Parte Individual del Acuerdo está sujeta a una reducción por concepto de impuestos y retenciones del empleado respecto de la parte salarial de este y sólo se distribuirá si el Tribunal aprueba el Acuerdo y después de que éste entre en vigor.

Según los términos del Acuerdo, su Pago Individual de PAGA se estima en \$«Est_PAGA_PMT» y sólo se distribuirá si el Tribunal aprueba el Acuerdo y después de que este entre en vigor.

El proceso de aprobación del acuerdo puede durar varios meses. Su Parte Individual del Acuerdo y su Pago Individual de PAGA (si procede), reflejados en este Aviso de Demanda Colectiva, son sólo una estimación. Su Pago Individual del Acuerdo real y su Pago Individual de PAGA (si procede) pueden ser iguales o diferentes.

D. Liberación de Reclamaciones

A partir de la Fecha de Entrada en Vigor y de la financiación íntegra del Monto Total del Acuerdo, se considerará que el Demandante y todos los Miembros de Clase del Acuerdo han liberado, conciliado, comprometido, renunciado y exonerado de forma plena, definitiva y para siempre a las Partes Exoneradas de todas las Reclamaciones Liberadas de Clase.

A partir de la Fecha de Entrada en Vigor y de la financiación completa del Monto Total del Acuerdo, se considerará que el Demandante y el Estado de California han liberado, transigido, comprometido, renunciado y exonerado de forma completa, definitiva y para siempre a las Partes Exoneradas de todas las Reclamaciones Liberadas de PAGA.

Las “Reclamaciones Liberadas de Clase” se refiere a todas y cada una de las reclamaciones que se alegaron o que podrían haberse alegado razonablemente sobre la base de las alegaciones de hecho en la Demanda Operativa, que surgieron durante el Periodo de Clase, que incluirán específicamente reclamaciones por la supuesta omisión del Demandado de pagar horas extra y salarios mínimos, proporcionar periodos de comida y descanso conformes y pagos de primas asociados, pagar salarios oportunamente durante el empleo y después de la terminación, proporcionar talones de pago precisos y reembolsar gastos necesarios relacionados con el negocio en violación de los Artículos 201, 202, 203, 204, 210, 226(a), 226.(b), 226.(c), 226.(d), 226.(e), 226.(f), 226.(g), 226.(h) y 226.(i) del Código Laboral de California.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800 y 2802, la orden salarial aplicable de la Comisión de Bienestar Industrial y los artículos 17200 y siguientes del Código de Negocios y Profesiones de California.

Las “Reclamaciones Liberadas de PAGA” se refiere a todas y cada una de las reclamaciones derivadas de cualquiera de las alegaciones de hecho de la Carta de PAGA, que surjan durante el Periodo de PAGA, por sanciones civiles en virtud de la Ley de Físcales Generales Privados de 2004, Código Laboral de California, Artículo 2698 y siguientes, que incluirán específicamente reclamaciones por la supuesta omisión del Demandado de pagar horas extra y salarios mínimos, proporcionar periodos de comida y descanso conformes y los pagos de primas asociados, pagar salarios oportunamente durante el empleo y tras el despido, proporcionar talones de pago conformes, mantener registros de planilla completos y precisos, y reembolsar los gastos necesarios relacionados con el negocio en violación de los Artículos 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 y 2802, y la Orden Salarial aplicable de la Comisión de Bienestar Industrial.

Las “Partes Exoneradas” se refieren al Demandado y sus actuales y anteriores funcionarios, directores, miembros, empleados, agentes, representantes, aseguradores, accionistas, subsidiarias, filiales, predecesores, sucesores y cesionarios.

E. Honorarios y costas de los Abogados de Clase

Los Abogados de Clase solicitarán honorarios por un importe que no supere el treinta y cinco por ciento (35%) del Monto Total del Acuerdo (es decir, \$262,500.00) y el reembolso de las costas y gastos del litigio por un importe que no supere los treinta mil dólares y cero céntimos (\$30,000.00) (conjuntamente, “Honorarios y Costos de Abogados”), sujeto a la aprobación del Tribunal. Los honorarios y costas de los abogados concedidos por el Tribunal se abonarán con cargo al Monto Total del Acuerdo. Los Abogados de Clase han estado procesando la Demanda en nombre del Demandante, los Miembros de Clase y los Empleados de PAGA, con base en honorarios condicionales (es decir, sin haber recibido ningún pago hasta la fecha), y han estado pagando todos los costes y gastos del litigio.

F. Pago de Incentivo al Demandante

El Demandante solicitará la cantidad de diez mil dólares y cero centavos (\$10,000.00) (“Pago de Incentivo”), en reconocimiento de sus servicios en relación con la Demanda. El Pago de Incentivo se pagará con cargo al Monto Total del Acuerdo, sujeto a la aprobación del Tribunal, y, si se concede, se pagará al Demandante, además de su Pago Individual del Acuerdo y del Pago Individual de PAGA a los que tiene derecho en virtud del Acuerdo.

G. Gastos de Administración al Administrador del Acuerdo

Se estima que el pago al Administrador del Acuerdo no superará los ocho mil dólares y cero centavos (\$8,000.00) (“Costos de Administración del Acuerdo”) por los costes del proceso de notificación y administración del acuerdo, incluidos, entre otros, los gastos de aviso del Acuerdo a los Miembros de Clase, la tramitación de las Solicitudes de Exclusión, los Avisos de Objeción e Impugnaciones, el cálculo de las Partes Individuales del Acuerdo, los Pagos Individuales del Acuerdo y los Pagos Individuales de PAGA, y la distribución de pagos y formularios fiscales en virtud del Acuerdo, y se pagará con cargo al Monto Total del Acuerdo, sujeto a la aprobación del Tribunal.

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

A. Participar en el Acuerdo

Si desea participar en el Acuerdo Colectivo y recibir dinero de él, no tiene que hacer nada. Se le incluirá automáticamente en el Acuerdo Colectivo y se le emitirá su Pago Individual del Acuerdo, a menos que decida excluirse de él.

A menos que elija excluirse del Acuerdo Colectivo y el Tribunal conceda la aprobación definitiva del mismo, quedará vinculado por los términos del Acuerdo Colectivo y por cualquier sentencia que el Tribunal pueda dictar con base en el mismo, y liberará las Reclamaciones Liberadas de Clase contra las Partes Exoneradas según se describe en la Sección III.D anterior.

Si usted es un Empleado de PAGA y el Tribunal aprueba finalmente el Acuerdo, se le incluirá automáticamente en el Acuerdo de PAGA y se le emitirá su Pago Individual de PAGA.

Como Miembro de Clase y Empleado de PAGA (si procede), no será responsable, por separado, del pago de los honorarios ni de las costas y gastos del litigio, a menos que contrate a su propio abogado, en cuyo caso será responsable de sus propios honorarios y gastos de abogado.

B. Solicitud de exclusión del Acuerdo colectivo

Los Miembros de Clase pueden solicitar ser excluidos del Acuerdo Colectivo presentando una carta (“Solicitud de Exclusión”) al Administrador del Acuerdo, a la siguiente dirección:

Apex Class Action
PO Box 54668,
Irvine, CA 92619

Una Solicitud de Exclusión debe: (a) contener el nombre del caso y el número de la Demanda (*Hakimi v. Catalent Pharma Solutions, LLC*, Caso No. 24CV087209); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) indicar claramente que no desea ser incluido en el Acuerdo Colectivo; y (d) ser devuelta por correo al Administrador del Acuerdo a la dirección especificada anteriormente, con sello postal a más tardar el **15 de junio de 2026**.

Si el Tribunal concede la aprobación definitiva del Acuerdo, a cualquier Miembro de Clase que presente una Solicitud de Exclusión válida y a tiempo no se le emitirá un Pago Individual del Acuerdo, no estará vinculado por el Acuerdo Colectivo (y la exoneración de las Reclamaciones Liberadas de Clase descritas en la Sección III.D anterior), y no tendrá ningún derecho a objetar, apelar o comentar el Acuerdo Colectivo. Los Miembros de Clase que no presenten una Solicitud de Exclusión válida y a tiempo serán considerados Miembros de Clase del Acuerdo y quedarán vinculados por todos los términos del Acuerdo Colectivo, incluidos los relativos a la liberación de reclamaciones descrita en la Sección III.D anterior, así como por cualquier sentencia que el Tribunal pueda dictar con base en la misma. Los Empleados de PAGA seguirán percibiendo un Pago Individual de PAGA, independientemente de que presenten o no una solicitud de exclusión.

C. Objetar el Acuerdo Colectivo

Puede oponerse al Acuerdo Colectivo siempre que no haya presentado una Solicitud de Exclusión, presentando una objeción por escrito (“Aviso de Objeción”) al Administrador del Acuerdo.

El Aviso de Objeción debe (a) contener el nombre y el número del asunto (*Hakimi v. Catalent Pharma Solutions, LLC*, Caso No. 24CV087209); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número del Seguro Social; (c) contener una declaración por escrito de todos los motivos de la objeción, acompañada de cualquier apoyo jurídico para dicha objeción; (d) contener copias de todos los documentos, escritos u otros documentos en los que se base la objeción; y (e) devolverse por correo al Administrador del Acuerdo a la dirección especificada que figura en la Sección IV.B anterior, con sello postal a más tardar el **15 de junio de 2026**.

También puede comparecer en la Audiencia de Aprobación Final y presentar su objeción oralmente, independientemente de si ha presentado un Aviso de Objeción o no.

V. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal celebrará una Audiencia de Aprobación Final en el Departamento 25 del Tribunal Superior del Condado de Alameda, ubicado en el Administration Building, 1221 Oak Street, Oakland, California 94612, el 9 de julio de 2026, a las 2:30 p.m., para determinar si el Acuerdo debe aprobarse definitivamente como justo, razonable y adecuado. También se solicitará al Tribunal que apruebe y conceda los honorarios y

las costas a los Abogados de Clase, el Pago de Incentivo al Demandante y los Gastos de Administración del Acuerdo al Administrador.

La Audiencia de Aprobación Final podrá aplazarse sin previo aviso a los Miembros de Clase y a los Empleados de PAGA. No es necesario que comparezca en la Audiencia de Aprobación Final, aunque puede hacerlo si lo desea.

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo de Transacción, debe consultar el Acuerdo de Transacción detallado y otros documentos, que se encuentran en los archivos del Tribunal.

Los alegatos y otros expedientes de este litigio pueden examinarse en línea en el sitio web del Tribunal Superior del Condado de Alameda, conocido como “eCourt Public Portal”, en <https://eportal.alameda.courts.ca.gov>. Una vez en el sitio web, haga clic en la pestaña “Búsquedas” de la parte superior, seleccione el enlace “Descargas de documentos”, introduzca el número del caso (24CV087209) y haga clic en “Enviar”. Se pueden ver imágenes de todos los documentos presentados en el caso a un coste mínimo. También puede ver gratuitamente las imágenes de todos los documentos presentados en el caso en uno de los quioscos de terminales informáticos disponibles en cada sede judicial que disponga de una instalación para presentaciones civiles.



También puede visitar el sitio web del Administrador del Acuerdo en www.apexclassaction.com/catalent para consultar los documentos clave de la Demanda.

POR FAVOR, NO LLAME 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: 1-800-355-0700 O TAMBIÉN PUEDE PONERSE EN CONTACTO CON LOS ABOGADOS DE CLASE.

Exhibit B



Quotation Request:
JJ Winn
Blackstone Law
jwinn.blackstonepc.com
310.622.4278

Case Name: Kasim Hakimi v. Catalent Pharma Solutions, LLC
Date: Thursday, September 11, 2025
RFP Number: 30160002

Prepared By:
Kimberly Sutherland
Apex Class Action LLC
kimberly@apexclassaction.com
321.223.5065

Settlement Specifications	
Estimated Class Size:	300
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
			Sub Total:	\$425.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	300	\$450.00
USPS First Class Postage	Per Piece	\$0.78	300	\$234.00
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	60	\$120.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	2	\$150.00
NCOA Address Update (USPS)	Static Rate	\$75.00	1	\$75.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
			Sub Total:	\$2,424.00

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
			Sub Total:	\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$82.00	1	\$82.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$582.00
Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	300	\$450.00
USPS First Class Postage	Per Piece	\$0.78	300	\$234.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	30	\$60.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	5	\$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$350.00	1	\$350.00
Sub Total:				\$3,364.00
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$475.00
WILL NOT EXCEED:				\$7,890.00

Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.