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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN DIEGO**

FREDDIE BUNCH, ARNULFO LABIOS, and ASHLEY NICOLE ELLIOTT on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

NAPHCARE U.S., INC., an Alabama corporation; NAPHCARE OF SAN DIEGO LLC, a California limited liability company; NAPHCARE PHARMACY, LLC, an Alabama limited liability company, NAPHCARE US DE, LLC, a Delaware limited liability company; NAPHCARE WHOLESALE DISTRIBUTION, LLC, an Alabama limited liability company; NAPHCARE, INC., an Alabama corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2024-00002535-CU-NP-CTL

*[Assigned for All Purposes to the Honorable Judge Matthew C. Braner, Dept. C-60]*

**[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

Final Approval Hearing:
Date: December 4, 2026
Time: 9:00 a.m.
Dept.: C-60

Complaint filed: January 19, 2024
Trial date: Not Set

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Plaintiffs Arnulfo Labios, Ashley Nicole Elliott, and Freddie Bunch's (collectively, the "Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement came before this Court on December 4, 2026, at 9:00 a.m., in Department C-60 of the Superior Court of California, County of San Diego, located at Hall of Justice, 330 W Broadway San Diego, CA 92101. Plaintiffs now seek an order granting final approval of the Settlement Agreement ("Settlement" or "Settlement Agreement") between Plaintiffs and Defendants NaphCare U.S., Inc., NaphCare of San Diego LLC, NaphCare Pharmacy, LLC, NaphCare US DE, LLC, NaphCare Wholesale Distribution, LLC, and NaphCare, Inc. (collectively, the "Defendants," and together with Plaintiffs, the "Parties"), a copy of which is attached to the Declaration of Lucy Nguyen in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 1**. On July 24, 2026, this Court issued an Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement Agreement, the supporting papers filed by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement granted on July 24, 2026, and the instant Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as well as oral argument presented to the Court, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all Class Members.

2. The Court finds that the Class, as defined below, is properly certified as a class for settlement purposes only:

> All current and former hourly, non-exempt employees employed by Defendants in the State of California during the Class Period.

3. "Class Period" means the period from January 19, 2020, to July 24, 2026.

4. The Court appoints Plaintiffs Arnulfo Labios, Ashley Nicole Elliott, and Freddie Bunch as Class Representatives for settlement purposes only.

5. The Court appoints Tyler Woods, James Yoo, Heriberto Ponce, Ruby Carrera, and Giancarlo A. Recinos of Wilshire Law Firm, PLC; Roman Otkupman of Otkupman Law Firm; and Thomas Rist of Rist Law Office, LC as Class Counsel for settlement purposes only.

6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class Member by first-class mail. These papers informed Class Members of the terms of the Settlement, their right to receive a settlement share, their right to comment on or object to the Settlement or to opt out of the Settlement and pursue their own remedies, and their right to appear in person or by counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures.

7. No Class Members objected to the Settlement.

8. No Class Members requested exclusion from the Settlement.

9. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

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

11. Class Members who have not opted out will be bound by the Settlement, except Aggrieved Employees will release the PAGA claims released in the Settlement and will receive a portion of the amount set aside for their share of the settlement of civil penalties, regardless of whether they opt out of the Settlement.

12. The Court finds that Plaintiffs notified the Labor and Workforce Development

Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code § 2699(s).

13. No later than forty-five (45) days after the Effective Date of the Settlement as defined in the Settlement Agreement, Defendants will transfer the Gross Settlement Amount of $2,450,000.00 to the Administrator.

14. Within fourteen (14) calendar days after Defendants fully funds the GSA and the Effective Date has passed, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

15. The "Effective Date" is defined as the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

16. In addition to any recovery Plaintiffs may receive under the Settlement, and in recognition of Plaintiffs' efforts on behalf of the Class, the Court hereby approves payment from the Gross Settlement Amount of a Class Representative Service Payments to each Plaintiff Arnulfo Labios, Ashley Nicole Elliott, and Freddie Bunch in the amount of $15,000.00.

17. The Court approves payment from the Gross Settlement Amount for civil penalties under PAGA in the amount of $100,000.00 with the LWDA to receive 65% ($65,000.00), and the remaining 35% ($35,000.00) to be distributed to Aggrieved Employees, defined as all current and former hourly, non-exempt employees employed by Defendants in the State of California from January 20, 2023 to March 9, 2026. The Court finds and determines that such payment is fair,

reasonable, and appropriate.

18. The Court approves payment from the Gross Settlement Amount for attorneys' fees to Class Counsel in the amount of $857,500.00, and the reimbursement of litigation costs in the amount $19,076.81 to WLF, $6,367.59 to Otkupman Law Firm, and $7,400.07 to Rist Law Office, LC. Both are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. The Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

19. The Court approves payment from the Gross Settlement Amount for settlement administration services in the amount of $9,750.00 to the Administrator, Phoenix Settlement Administrators, Inc.

20. Individual Settlement Payments checks will be valid for 180 days after mailing by the Settlement Administrator. If a Class Member fails to cash the check for his or her Individual Settlement Payment within 180 days after it is mailed to him or her, the Administrator will distribute the funds represented by the check to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member.

21. Effective on the date when Defendants fully fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

(a) Released Class Claims: "Upon Defendants' payment in full of the GSA and the employer's taxes for the portion of the Settlement allocated to settlement of wage claims, the claims waived, released, and discharged by Class Members (other than those who submit timely and valid requests for exclusion) as to the Released Parties are all claims arising during the Class Period which were asserted against Defendant in the operative complaint filed in the Actions or which reasonably could have been asserted against Defendants based on the factual allegations stated the Operative Complaint filed in the Actions to include claims related to meal and rest period violations; failure to pay minimum wage; failure to pay overtime, meal and rest periods and sick pay at the regular rate of pay; off-the-clock work; failure to pay wages

for time spent in security screenings; and derivative penalties related to wage statements, late or timely payment of wages, wages paid at termination, maintenance and production of personnel and wage records and PAGA penalties."

(b) Released PAGA Claims: "Upon Defendants' payment in full of the Gross Settlement Amount and the employer's share of payroll taxes attributable to the portion of the Settlement allocated to settlement of wage claims, the claims waived, released, and discharged by Aggrieved Employees—including Non-Participating Class Members who are Aggrieved Employees—and by the State of California as to the Released Parties are all claims for civil penalties under the California Private Attorneys General Act of 2004 ("PAGA") arising during the PAGA Period that (a) were asserted against Defendants in Plaintiffs' PAGA Notices preceding the Action and/or in the Operative Complaint filed in the Actions, or (b) reasonably could have been asserted against Defendants based on the factual allegations stated in Plaintiffs' PAGA Notices preceding the Actions (and/or any amended notices) and/or the Operative Complaint filed in the Action (collectively, the "Released PAGA Claims")."

(c) "Released Parties" means Defendants and Defendants' officers, directors, managerial employees, and agents (the "Released Parties").

22. The Parties and Administrator are hereby ordered to comply with the terms of the Settlement.

23. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs except as otherwise provided in the Settlement and this Judgment and Order Granting Final Approval of Class Action and PAGA Settlement.

24. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

25. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, and this Order Granting Plaintiffs' Motion for Final Approval of Class Action

and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

26. A Settlement Compliance Hearing is set for July 28, 2027, at 9:00 a.m. or a date and time soon thereafter more convenient for the Court: _____, at _____ a.m./p.m. in Department C-60 of the above-captioned Court.

27. A final report from the Administrator indicating that disbursements were made pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required at the Settlement Compliance Hearing.

**IT IS SO ORDERED.**

Dated: _____

_____
HONORABLE MATTHEW C. BRANER
JUDGE OF THE SUPERIOR COURT