

### **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release ("Settlement," "Agreement" or "Settlement Agreement") is made and entered into by and between Plaintiff Amara O'Neill ("Plaintiff") and Defendant Robinson Pharma, Inc. ("Defendant"). Plaintiff and Defendant are collectively referred to as the "Parties," with each being referred to as a "Party."

### **RECITALS**

Whereas, on December 23, 2020, Plaintiff filed an action in the Superior Court of California for the County of Orange titled *Amara O'Neill v. Robinson Pharma, Inc., et al.*, Case No. 30-2020-01176039-CU-OE-CJC (the "Action"), asserting individual claims for: (1) sexual assault and intimidation by violence; (2) sexual assault and battery; (3) sexual harassment and hostile work environment; (4) failure to prevent harassment; (5) retaliation; (6) whistleblower retaliation; (7) wrongful termination; and (8) intentional infliction of emotion distress;

Whereas, on January 29, 2021, Plaintiff filed a First Amended Complaint in the Action adding to the claims set forth in the original complaint claims under the California Labor Code and Unfair Competition Law for: (1) failure to reimburse business expenses; (2) failure to pay wages; (3) failure to pay all wages at termination; (4) failure to provide accurate wage statements; and (5) unfair business practices. Plaintiff sought to pursue these added claims on a class basis;

Whereas, on May 13, 2021, Plaintiff filed a Second Amended Complaint in the Action asserting an additional cause of action for the recovery of civil penalties pursuant to California's Private Attorneys General Act ("PAGA");

Whereas, on November 17, 2022, the Court granted Plaintiff's Motion for Class Certification and certified a class comprised of all non-exempt employees of Robinson Pharma, Inc. from January 29, 2017 through November 17, 2022;

Whereas, the Court approved the distribution of class notices to all non-exempt employees who comprised the class certified on November 17, 2022, which among other things, provided each individual information regarding their ability to opt out of the class and the procedures for doing so;

Whereas, at the conclusion of the notice periods, approximately 1,592 persons did not opt out of the settlement and comprise class members of the certified class;

Whereas, the Parties agreed to attempt to resolve the Action (excluding Plaintiff's individual non-wage and hour claims) through mediation and, pursuant to such agreement, participated on August 9, 2023, in a full-day mediation before mediator Gail Glick. The case did not settle that day, but the Parties did ultimately agree to a mediator's proposal on August 11, 2023;

Whereas, the mediator's proposal and this Settlement do not in any way settle, resolve or release Plaintiff's individual non-wage and hour claims which include but are not limited to her claims for: (1) sexual assault and intimidation by violence; (2) sexual assault and battery; (3) sexual harassment and hostile work environment; (4) failure to prevent harassment; (5) retaliation; (6) whistleblower retaliation; (7) wrongful termination; and (8) intentional infliction of emotion distress;

Whereas, Class Counsel has made a thorough and independent investigation of the facts and law relating to the allegations in the Action and of other potential claims that could have been asserted, including those in the Class Member Release stated in Paragraph 15 below. In agreeing to this Settlement Agreement, Plaintiff has considered: (a) the facts developed during discovery, class certification, the Parties' mediation process, and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendant; and (c) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Plaintiff has concluded that the terms of this Settlement are fair, reasonable and adequate, and that it is in the best interests of the Class Members to settle their claims against Defendant pursuant to the terms set forth herein;

Whereas, Defendant denies all claims as to liability, damages, penalties, interest, fees, and all other forms of relief, and denies the allegations asserted in the Action. Defendant has agreed to resolve the Action via this Settlement, but to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action upon all procedural, merits, and factual grounds, including, without limitation, the ability to move to decertify the class, as well as

asserting any and all other privileges and potential defenses. This Settlement Agreement shall not be construed as an admission by Defendant or any of the Released Parties (as defined below) of any fault, liability or wrongdoing, which Defendant expressly denies;

Whereas, the Parties recognize that Court approval of this Settlement is required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants final approval of it and the Settlement Effective Date occurs;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties hereto as follows:

#### **DEFINITIONS**

##### **RELATING TO CLASS MEMBERSHIP:**

1. "Class Members" means the individuals that comprise the class certified by the Court on November 17, 2022, which include all non-exempt employees of Robinson Pharma, Inc. from January 29, 2017 through November 17, 2022, and that did not opt out from the Certified Class.
2. "Class" or "Certified Class" is the group of people comprised of the Class Members.
3. "Class Period" means the period January 29, 2017 through July 1, 2023.

##### **RELATING TO CLASS NOTICE:**

4. "Class List" means an electronic database containing a list of all Class Members that Defendant will compile from their records. The Class List shall include each Class Member's: (1) full name, (2) last known address; (3) last known telephone number (if any); (4) Social Security number or tax ID number; and (5) the total number of workweeks that each Class Member worked in the state of California between January 29, 2017 and July 1, 2023.
5. "Notice Packet" and "Notice" means the document attached as Exhibit A. The Notice Packet shall not include an opportunity for a Class Member to opt-out of the Settlement, but will advise the Class Member of his/her opportunity to object to the Settlement.

6. "Response Deadline" means 40 calendar days after the date on which the Settlement Administrator initially mails Notice Packets to the Class Members.

**RELATING TO CLASS PAYMENT:**

7. "Gross Settlement Amount" means the maximum, non-reversionary total amount that Defendant shall pay in connection with this Agreement. The Gross Settlement Amount is the gross sum of Three Million Four Hundred Ninety-Five Thousand Dollars (\$3,495,000.00). The Gross Settlement Amount includes: (a) all Individual Class Member Awards; (b) the payment to the Labor Workforce Development Agency for its share of the PAGA Payment; (c) Class Representative Service Payment; (d) Class Counsel's Attorneys' Fees and Costs; and (e) Settlement Administration Costs to the Settlement Administrator. The Parties agree that Defendant will have no obligation to pay any amount in connection with this Agreement apart from the Gross Settlement Amount, Defendant's employer's portion of payroll taxes on the Individual Class Member Awards and any potential increase in connection with the Escalator Clause set forth in section 32 below.

8. The "Net Settlement Amount" means the Gross Settlement Amount less: (a) Class Representative Service Payment; (b) Class Counsel's Attorneys' Fees and Costs; (c) the payment to the Labor Workforce Development Agency for its share of the PAGA Payment; and (d) Settlement Administration Costs to the Settlement Administrator. The Net Settlement Fund will be distributed to the Class Members consistent with the calculation method provided in Paragraph 31 below. The Parties acknowledge that all of these amounts are subject to the Court's approval.

9. "PAGA Payment" means the amount of the Gross Settlement Amount allocated to settle all claims and remedies under the Private Attorneys' General Act, California Labor Code section 2698, *et seq.* The PAGA Payment shall be \$800,000.00, of which 75%, or \$600,000.00 shall be paid to the Labor Workforce Development Agency out of the Gross Settlement. The remaining 25%, or \$200,000.00, shall be paid to the Class Members out of the Net Settlement Amount.

**RELATING TO OTHER PAYMENTS:**

10. "Class Counsel" means Torey Joseph Favarote of Gleason & Favarote LLP, located at 4014 Long Beach Blvd., Suite 300, Long Beach, California 90807.

11. "Class Counsel's Attorneys' Fees and Costs" means attorneys' fees and costs agreed upon by the Parties, and subject to approval by the Court, for Class Counsel's fees and costs incurred in investigation of the Action, litigation of the Action, resolution of the Action, administration of the Settlement, including fees and costs incurred through final approval and disbursement of payments under this Settlement and obtaining entry of the Judgment, and which shall not exceed thirty-three point three three percent (33.33%) of the Gross Settlement Amount, or \$1,165,000.00 plus actual litigation costs up to Thirty Thousand Dollars (\$30,000.00). Defendant agrees not to challenge or oppose Class Counsel's motion or application for attorneys' fees and costs up to these amounts.

12. "Class Representative Service Payment" means the amount that may be paid upon Court approval to Plaintiff Amara O'Neill in recognition of her effort and work in prosecuting the Action on behalf of the Class Members, which shall not exceed \$10,000.00. Defendant agrees not to challenge or oppose Class Counsel's motion or application for a Class Representative Service Payment up to the amount stated in this paragraph.

13. "Settlement Administrator" means ILYM Group, Inc. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

14. "Settlement Administration Costs" or "Administrator Costs" or "Administration Costs" means the costs payable from the Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Class Member, distributing the Settlement Amount, providing necessary reports and declarations, coordinating the translation of the Notice Packet to Vietnamese, and other duties and responsibilities set forth herein to process this Settlement, and as requested jointly by the Parties, and which shall not exceed \$20,000.00.

**RELATING TO RELEASED CLAIMS AND RELEASED PARTIES:**

15. "Class Member Release" means the following release of claims, which is given by each Class Member:

I hereby fully, forever, irrevocably, and unconditionally release and discharge for the time period of January 29, 2017, through July 1, 2023, Robinson Pharma, Inc., and its affiliated entities, related companies, predecessors, successors, direct and indirect parent companies, subsidiaries and insurers, and each of these entities' present or past owners, officers, directors, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, personal or legal representatives, assigns, and all persons acting by, through, under, or in concert with them (collectively each of these, including Robinson Pharma, Inc., is referred to hereinafter as the "Released Parties"), from any and all claims that would have or could have arisen from the facts or circumstances alleged in any pleading in the Action, including but not limited to the Third Amended Complaint and any of Plaintiff's PAGA Letters, including the Supplemental PAGA Letter ("Released Claims"). The Released Claims include claims for: the purported payment or nonpayment of wages or other compensation (including, but not limited to, minimum wages, overtime wages, and/or premium pay); failure to pay wages at the correct regular rate (including, overtime, meal or rest period premiums, and sick leave); meal or rest period premiums; failure to pay for all hours worked; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide compliant meal and rest periods; failure to accurately record time, including all time worked (due to, for example, off-the-clock work, rounding, and auto-deduction); failure to provide timely or compliant wage statements; failure to maintain records; failure to track, provide, or pay sick leave; failure to provide one day's rest in seven; unreimbursed business expenses; unfair business practices; statutory penalties, including waiting time penalties; violations of any provisions of the Industrial Welfare Commission Wage Orders; claims under the Private Attorneys General Act, including claims for penalties under California Labor Code sections: 201-204, 205, 205.5, 210, 216, 218.5, 221-224, 225.5, 226,

226.2, 226.3, 226.6, 226.7, 245-249, 432.5, 432.7, 510, 512, 551, 552, 558, 1024.5, 1174, 1174.5, 1182.12, 1185, 1194, 1194.1, 1194.2, 1195, 1197, 1197.1, 1197.5, 1198, 1199; 2698 *et seq.*, 2802, and for violations of the Industrial Welfare Commission Wage Orders; liquidated damages; interest; injunctive relief; declaratory relief; and accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy.

The Class Member Release will be effective upon the Effective Date.

**RELATING TO PRELIMINARY AND FINAL APPROVAL:**

16. "Settlement Court" means the Superior Court of California, County of Orange and specifically the courtroom in which Case No. 30-2020-01176039-CU-OE-CJC is pending, or any other court and/or courtroom holding jurisdiction.

17. "Preliminary Approval" means the Court order granting preliminary approval of the Settlement Agreement.

18. "Final Approval" means the Court order granting final approval of the Settlement Agreement.

19. "Effective Date" means the latter of: (1) the 61st day (unless the last such date is a weekend or holiday, in which case the next business day shall be used), after the Settlement Court enters an order granting final approval of this Settlement Agreement and judgment in the Action, provided that no timely appeal is taken by a Class Member of the order of final approval and entering judgment in the Action; or (2) if any timely appeal is filed by a Class Member, the date of final resolution of such appeal (including any appeals to the highest court of the State of California or the United States Supreme Court) provided that such resolution does not in any way alter the terms of the Settlement Agreement. The Effective Date will not arise if the Settlement is (1) altered, modified, or rejected by the Settlement Court; or (2) altered, modified, or rejected by any appellate court following a timely appeal filed by a Class Member.

**ADDITIONAL TERMS**

20. Supplemental PAGA Notice and Amended Pleading. The Parties stipulate and

agree that for settlement purposes, Plaintiff will seek leave to amend to file a Third Amended Complaint in the form attached hereto as **Exhibit B**, to assert the claims, legal allegations, legal theories, and factual allegations necessary to effectuate the Release in this Settlement Agreement and to aggregate the claims, legal allegations, and factual allegations pled in the following related actions:

- ❖ *Cecilia Padilla vs. Robinson Pharma, Inc.*, Orange County Superior Court Case No. 30-2021-01183520, filed on February 4, 2021;
- ❖ *Manh Nguyen vs. Robinson Pharma, Inc.*, Orange County Superior Court Case No. 30-2021-01224817, filed on October 4, 2021;
- ❖ *Ridvan Ali Olivares vs. Robinson Pharma, Inc.*, Orange County Superior Court Case No. 30-2022-01256198, filed on April 22, 2022;
- ❖ *Ridvan Ali Olivares vs. Robinson Pharma, Inc.*, Orange County Superior Court Case No. 30-2022-01267160, filed on June 28, 2022.

For settlement purposes, Plaintiff has also filed a Supplemental PAGA Letter to the Labor Workforce Development Agency to assert additional claims, legal allegations, legal theories, and factual allegations necessary to effectuate the Release in this Settlement Agreement. The Supplemental PAGA Letter is attached hereto as **Exhibit C**. The Third Amended Complaint shall be filed no sooner than 70 days after the LWDA's receipt of the Supplemental PAGA Letter, and shall include, in addition to all allegations and theories for PAGA liability set forth in the Second Amended Complaint, but also all additional allegations and theories for PAGA liability set forth in the Supplemental PAGA letter. The Settlement is expressly conditioned upon: (1) the approval by both Parties of the Third Amended Complaint and (2) an order by the Settlement Court granting Plaintiff leave to file the Third Amended Complaint and her filing of the same. In the event that (i) leave to amend to file a Third Amended Complaint as described above is not granted by the Court, (ii) a Third Amended Complaint as described above is not filed with the Court, or (iv) the State chooses to pursue directly in its behalf the claims asserted in the Supplemental PAGA Letter as described above, then this Settlement shall be null and void.

21. **Preliminary Approval Hearing.** Within thirty (30) calendar days of the filing of the Third Amended Complaint (as detailed in paragraph 20), Plaintiff shall file a motion with the Settlement Court seeking among other things: (a) Preliminary Approval of the proposed Settlement Agreement; (b) staying all non-settlement activity in the action; and (c) setting a date for a hearing



concerning Final Approval of the Settlement Agreement. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include all attachments hereto. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval, though the parties will meet and confer on such materials, and Class Counsel will submit the settlement approval papers to the Settlement Court. Defendant may, but is not obligated to, submit a separate brief in support of preliminary approval at the time any opposition would be due. If Defendant does not submit a separate brief in support of preliminary approval, Defendant is obligated to submit a notice of non-opposition to the ultimate relief sought in the motion for preliminary approval, but not necessarily to all statements contained therein.

22. Delivery of the Class List. Within fourteen (14) calendar days of entry of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator, which shall be used solely for the administration of this Settlement Agreement. The Defendant must also submit with the Class List a declaration under penalty of perjury that all Class Members are included and their information on the Class List is true and correct to the best of the declarant's personal knowledge. In the event that the Settlement Agreement is not finally approved by the Court, or if it is in any way altered or disapproved on appeal, the Settlement Administrator shall not thereafter use the Class List, and shall destroy any and all copies or versions of it (including any in electronic form).

23. Notice by First-Class U.S. Mail. Within twenty-one (21) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail in both English and Vietnamese, using the most current, known mailing addresses identified in the Class List or through a National Change of Address database search. The first page of the Settlement Notice shall prominently estimate the dollar amounts of any Individual Class Member Award and the number of workweeks and, if applicable, pay periods during the PAGA Period used to calculate these amounts. For any returned envelopes from this mailing as non-deliverable on or before 30 days after mailing, the Settlement Administrator will use any forwarding address provided to re-mail the returned envelope and, if no forwarding address is provided, will perform a skip trace to identify an address to which the envelope may be forwarded. The Settlement Administrator shall undertake such effort and further

mailing no later than five (5) calendar days after receipt of the returned envelope. The Settlement Administrator will maintain a report of the date of such re-mailings of the Notice Packet. No additional mailings shall occur and under no circumstances shall such additional mailings extend the Response Period.

24. Objections to the Settlement. A Class Member may object to the Settlement by filing a written objection with the Settlement Court using the case name and number of the Settlement Court (found on the first page of the Notice Packet), and mailing a copy of his/her written objection to Class Counsel, Counsel for Defendant, and the Settlement Administrator at the addresses listed in the Notice Packet, each postmarked by no later than the Response Deadline. A Class Member may also object to Class Counsel's request for Attorney's Fees. The objection should be signed, set forth the objecting Class Member's name, address and telephone number, and state why he/she objects to the proposed Settlement and whether he/she intends to appear at the Final Approval Hearing. Any Class Member who does not object in the manner described in the Notice shall be deemed to have waived any objections, and shall be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the requested Class Counsel's Attorney Fees, Class Counsel's Costs, Class Representative Service Payment, the Release, and any other provision of this Settlement.

25. The Parties believe that compliance with the procedures described in paragraphs 23 through 24 above and in the Notice will constitute due and sufficient notice to Class Members of this Settlement.

26. Disputes Regarding Workweeks. To the extent that any Class Member disputes the number of workweeks that the Class Member worked, as shown in his or her Notice, such Class Member may produce evidence to the Settlement Administrator establishing the dates they contend to have worked for Defendant. Weeks "worked" for purposes of this settlement will be determined by reference to timekeeping, payroll, and/or other records. The deadline for Settlement Class Members to submit disputes pursuant to this paragraph is the Response Deadline (disputes must be postmarked by the Response Deadline). Unless the Settlement Class Member presents convincing evidence proving he or she worked more workweeks than shown by Defendant's records, his/her Settlement Award will be determined based on Defendant's records. The

Settlement Administrator shall notify counsel for the Parties of any disputes it receives. Defendant shall review its records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator shall provide a recommendation to counsel for the Parties. Counsel for the Parties shall then meet and confer in an effort to resolve the dispute. If the dispute cannot be resolved by the Parties, the workweeks shall be as stated in Defendant's Class List. The Settlement Administrator will notify the disputing Class Member of the decision.

27. Reports Regarding Administration of the Settlement Agreement. Within fourteen (14) calendar days after expiry of the Response Deadline, the Settlement Administrator will provide Defendant's counsel and Class Counsel with a written report which certifies the number of Class Members who have submitted an objection to the settlement, along with copies of all such objections. Additionally, the Settlement Administrator will provide to counsel for the Parties any updated reports regarding the administration of the Settlement on a weekly basis and as reasonably requested by a Party.

28. Final Settlement Approval Hearing and Entry of Judgment / Motion for Fees, Etc. Within twenty-eight (28) calendar days after expiry of the Response Deadline, Plaintiff will submit a Motion for Final Approval/Settlement Fairness Hearing. Class Counsel will be responsible for drafting all documents necessary to obtain final approval, and Class Counsel will submit the settlement approval papers to the Settlement Court. However, Defendant may submit a separate brief in support of final approval. If Defendant does not submit a separate brief in support of final approval, Defendant is obligated to submit a notice of non-opposition to the ultimate relief sought in the motion for final approval, but not necessarily to all statements contained therein. Class Counsel may submit a motion requesting an award of Class Counsel's Attorney Fees, Class Counsel's Costs, and Class Representative Service Payment as defined herein seeking amounts no greater than the maximum amount stated herein, to which Defendant will not object. If Defendant does not submit a separate brief in support of these award requests, Defendant is obligated to submit a notice of non-opposition to the motion for the awards, provided that the amounts sought are within the limits stated herein. The hearing on these motions shall be as specified in the Preliminary Approval Order or, if no such date is specified, at the earliest available date on the Settlement Court's calendar.

29. Notice to the Labor and Workforce Development Agency. Plaintiff shall be responsible for timely providing all notices to the Labor and Workforce Development Agency and providing Defendant's counsel confirmation of same, including submission of the proposed settlement contemporaneously with the filing of the motion for preliminary approval, under California Labor Code § 2699(l)(2), and submission of any judgment within 10 days after entry of same, under California Labor Code § 2699(l)(3). Defendant may also choose to provide such notice to the Labor and Workforce Development Agency.

30. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Settlement Court or in conjunction with or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Settlement Judgment (which will expressly note that no liability has been found, and there is no admission of wrongdoing) to the Court for its approval. After entry of the Settlement Judgment, the Court will have continuing and exclusive jurisdiction solely for: (a) addressing the interpretation and enforcement of the terms of the Settlement; (b) Settlement administration matters; (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement; and (d) all of the individual claims asserted by Plaintiff in the Third Amended Complaint that are not released pursuant to this Settlement Agreement consistent with the provisions of Paragraph 41 below.

31. Allocation of Net Settlement Amount to Calculate the Class Members' Final Settlement Awards. The Net Settlement Amount shall be allocated among Class Members by reference to the number of work weeks all Class Members worked during the Class Period. Each workweek worked by Class Members who were current employees as of July 1, 2023, will be equal to one (1) settlement share. Each workweek worked by Class Members who were former employees as of July 1, 2023, will be equal to one and one tenth (1.10) settlement shares. The total number of settlement shares for all Class Members will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Class Member's number of settlement shares to determine the Class Member's *pro rata* portion of the Net Settlement Amount (the "Individual Class Member Award"). As discussed above, 25% of each Individual Class Member Award shall, for tax purposes, be designated as wages and shall be reported using a Form W-2, and 75% of each Individual Class Member Award shall, for tax, purposes be designated as non-wages and shall be

reported using a Form 1099. The Individual Class Member Awards and allocation as discussed immediately above and below shall be calculated by the Settlement Administrator within fifteen (15) calendar days of the Effective Date and the Settlement Administrator shall provide Defendant's and Class Counsel with the final Individual Class Member Award calculations on this same day.

32. Escalator Clause. The Gross Settlement Amount is based on Defendant's verified representation under penalty of perjury that there are approximately 160,000 workweeks for the Class Members from January 29, 2017, through July 1, 2023. If the actual number of workweeks increases by more than 10%, then the Gross Settlement Amount shall be increased proportionately. For example, if the number of workweeks is 11% higher, the Gross Settlement Amount shall be increased by 1%. Defendant may elect to shorten the Class Period to the date on which the 110% threshold was reached. Defendant will have five (5) calendar days from its receipt of the final Individual Class Member Award calculations which will be conducted by the Settlement Administrator before the Notice Packets are mailed, to inform Class Counsel and the Settlement Administrator of its election under the terms of this provision.

33. Funding the Settlement. Within ten (10) calendar days of the Effective Date, Defendant shall provide the Settlement Administrator via wire transfer the funds equal to the Gross Settlement Amount.

34. Distribution of Payments. Within ten (10) calendar days after Defendant transfers funds equal to the Gross Settlement Amount to the Settlement Administrator, the Settlement Administrator shall distribute:

- a. to Class Counsel – Class Counsel's Attorney Fees awarded by the Court and the Class Counsel's Costs awarded by the Court, all of which shall be reported using a Form 1099;
- b. to Plaintiff Amara O'Neill – the Class Representative Service Payment awarded by the Court which shall be reported using a Form 1099;
- c. to the LWDA – \$600,000.00 representing its share of the PAGA Payment;
- d. to the Settlement Administrator - Administrative Costs incurred and approved up

to \$20,000.00.

e. to each Class Member his or her Individual Class Member Award with appropriate tax forms as described herein;

35. Administration of Tax Forms. The Settlement Administrator will be responsible for issuing to Plaintiff, Class Members, the LWDA, the Settlement Administrator, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement, and for forwarding all payroll taxes and penalties to the appropriate government authorities.

36. Tax Allocation. For tax reporting purposes, any payments made to Class Members (excluding Class Representative Service Payment) shall be allocated as follows: (a) 25% as wages; and (b) 75% as non-wages. All other payments made pursuant to this Agreement shall be deemed non-wages, and will be reported using an IRS Form 1099.

37. Tax Liability. Defendant and their counsel and Plaintiff and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiff and Class Members understand and agree that they each will be solely responsible for the payment of any taxes and penalties assessed on their share of the payments described herein and will hold Defendant, their counsel, Plaintiff and Class Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. Each party to this Settlement (for purposes of this section, the "Acknowledging Party" and each party to this agreement other than the Acknowledging Party, an "other Party") acknowledges and agrees that (1) no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (b) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any

other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this agreement.

38. Uncashed Settlement Checks. Class Members will have 180 calendar days within which to negotiate (cash or deposit) their settlement checks from the date on which they are mailed. If any settlement check is not negotiated within that period of time, it will be voided. In the event that any settlement check is returned to the Settlement Administrator within 160 calendar days of mailing and a forwarding address is provided within that time period, the Settlement Administrator shall re-mail the settlement check to the forwarded address and notify the Class Member of the deadline to cash the check to avoid it being voided. For any settlement checks deemed void as a result of being uncashed for more than 180 days, the Settlement Administrator will disburse the uncashed funds, subject to the Court's approval, to the California State Controller Unclaimed Property Fund in the name of the Class Member to be held by the Controller's Office for the benefit of the Class Member until such time as he or she claims his or her property, as allowed by law.

39. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

40. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

41. Release of Claims & Rights by Plaintiff Amara O'Neill. The Parties agree that Plaintiff will not and is not releasing or discharging the Released Parties from any claims, demands, obligations, causes of action, rights, or liabilities except for those Plaintiff will release through the Class Member Release provided in this Settlement. Among the claims expressly

excluded from this Settlement and the Class Member Release are Plaintiff's individual claims and related rights to attorney's fees and costs asserted in Plaintiff's Third Amended Complaint for: (1) sexual assault and intimidation by violence; (2) sexual assault and battery; (3) sexual harassment and hostile work environment; (4) failure to prevent harassment; (5) retaliation; (6) whistleblower retaliation; (7) wrongful termination; and (8) intentional infliction of emotion distress.

42. Nullification of Settlement Agreement. In the event that: (a) the Settlement Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

43. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

44. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements with respect to the subject matter hereof may be deemed binding on the Parties.

45. Amendment or Modification. This Settlement Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

46. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement.

47. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.



48. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

49. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts if requested by one Party. A signature through Adobesign or DocuSign, facsimile, electronic means, or scan shall for purposes of this Settlement Agreement be as valid and enforceable as an original signature.

50. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe, and will so represent to the Court, that this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

51. Waiver of Certain Appeals. In the event the Court finally approves this Settlement, the Parties agree to waive appeals concerning this Settlement. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings.

52. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will

be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

53. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

54. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

55. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

56. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

57. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith in drafting and executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement and obtain final

approval of the Settlement. Should the Settlement Court decline to preliminarily approve or finally approve aspects of the Settlement, the Parties shall work together in good faith to address any concerns raised by the Settlement Court, with good faith intention to propose a revised Settlement for the Settlement Court's approval. Further, the Parties shall work together in good faith to address any concerns raised by the LWDA. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator used for the August 9, 2023 mediation to resolve such disagreement.

58. Publicity: The Parties recognize that the fact of settlement of this matter is non-confidential, as notice of the settlement will go out to Class Members and the filings and approval process are a matter of public record. However, the Parties and their counsel agree they shall not issue any press release regarding the Settlement. Class Counsel further agrees that as to any media relating to the pharmaceutical, nutraceutical, and supplement industry (including any trade periodical, publication, or magazine, or any other print or internet-based media), that Class Counsel shall not publicize or advertise: (1) the terms of the Settlement; (2) the amounts Defendant will pay in connection with the Settlement; and (3) the events, allegations, claims, or facts giving rise or related to the Action.

59. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to

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disclosure in any proceeding to enforce its terms, notwithstanding any confidentiality provisions that otherwise might apply under federal or state law.

**IN WITNESS WHEREOF**, the Parties and their Counsel have executed this Settlement Agreement as follows:

**PLAINTIFF AMARA O'NEILL**

\_\_\_\_\_  
Amara O'Neill,  
on her own behalf and as class representative  
of the certified class

Dated: \_\_\_\_\_, 2023

**GLEASON & FAVAROTE LLP**

\_\_\_\_\_  
By: Torey Joseph Favarote  
As Attorney for Plaintiff and the Certified Class

Dated: \_\_\_\_\_, 2023

**DEFENDANT ROBINSON PHARMA, INC.**

DocuSigned by:  
  
\_\_\_\_\_  
AB056EC44840427...  
By: Van Nguyen, Human Resources Manager

Dated: 10/27/2023  
\_\_\_\_\_, 2023

*Approved as to form:*

**GREENBERG TRAURIG, LLP**

\_\_\_\_\_  
By: Mark D. Kemple  
Attorney for Robinson Pharma, Inc.

Dated: \_\_\_\_\_, 2023

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**PLAINTIFF AMARA O'NEILL**

DocuSigned by:

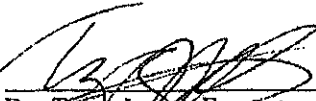
Amara O'Neill

Amara O'Neill, ID: AAE355A76744BB

on her own behalf and as class representative of the certified class

Dated: 10/25/2023, 2023

**GLEASON & FAVAROTE LLP**



By: Torrey Joseph Favarote

As Attorney for Plaintiff and the Certified Class

Dated: October 25, 2023

**DEFENDANT ROBINSON PHARMA, INC.**

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2023

*Approved as to form:*

**GREENBERG TRAURIG, LLP**

By: Mark D. Kemple  
Attorney for Robinson Pharma, Inc.

Dated: \_\_\_\_\_, 2023

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Amara O'Neill,  
on her own behalf and as class representative  
of the certified class

Dated: \_\_\_\_\_, 2023

**GLEASON & FAVAROTE LLP**

\_\_\_\_\_  
By: Torey Joseph Favarote  
As Attorney for Plaintiff and the Certified Class

Dated: \_\_\_\_\_, 2023


**DEFENDANT ROBINSON PHARMA, INC.**

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_, 2023

*Approved as to form:*

**GREENBERG TRAURIG, LLP**

  
\_\_\_\_\_  
By: Mark D. Kemple  
Attorney for Robinson Pharma, Inc.

Dated: October 27, 2023

**AMENDMENT TO CLASS AND PAGA ACTION SETTLEMENT AGREEMENT AND  
RELEASE**

The Parties agree to amend the Class and PAGA Action Settlement Agreement and Release ("Settlement," "Agreement" or "Settlement Agreement") made and entered into by and between Plaintiff Amara O'Neill ("Plaintiff") and Defendant Robinson Pharma, Inc. ("Defendant") on October 27, 2023 (Plaintiff and Defendant are collectively referred to as the "Parties," with each being referred to as a "Party") as set forth below:

1. The title of the Agreement is revised to state "CLASS AND PAGA ACTION SETTLEMENT AGREEMENT AND RELEASE." The first sentence in the Agreement is further amended to include "and PAGA" between the words "Class" and "Action."
2. Section 6 of the Agreement is amended to change "40" to "sixty (60)."
3. Section 11 of the Agreement is amended to change "thirty-three point three three percent" to "thirty-three point thirty-three percent."
4. Section 14 of the Agreement is amended to read: "Settlement Administration Costs" or "Administrator Costs" or "Administration Costs" means the costs payable from the Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to: printing, distributing, and tracking documents for this Settlement; calculating estimated amounts per Class Member; distributing the Settlement Amount; providing necessary reports and declarations; coordinating the translation of the Notice Packet to Vietnamese; the posting on the Settlement Administrator's website of all key case documents, including the operative Third Amended Complaint, the PAGA Notice Letters, the Settlement Agreement and all amendments thereto, the Notice Packet, the orders granting preliminary and final approval, and the final judgment (which shall remain on the Settlement Administrator's website for at least 180 days); and other duties and responsibilities set forth herein to process this Settlement, and as requested jointly by the Parties, and which shall not exceed \$20,000.00."
5. The Class Member Release in section 15 of the Agreement is amended to read: "I hereby fully, forever, irrevocably, and unconditionally release and discharge for the time period of January 29, 2017, through July 1, 2023, Robinson Pharma, Inc., and its affiliated entities,

related companies, predecessors, successors, direct and indirect parent companies, subsidiaries and insurers, and each of these entities' present or past owners, officers, directors, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, personal or legal representatives, assigns, and all persons acting by, through, under, or in concert with them (collectively each of these, including Robinson Pharma, Inc., is referred to hereinafter as the "Released Parties"), from any and all claims that were or reasonably could have been asserted in the lawsuit based on the facts alleged in the operative complaint (i.e., the Third Amended Complaint) ("Released Claims"). The Released Claims include claims for: the purported payment or nonpayment of wages or other compensation (including, but not limited to, minimum wages, overtime wages, and/or premium pay); failure to pay wages at the correct regular rate (including, overtime, meal or rest period premiums, and sick leave); meal or rest period premiums; failure to pay for all hours worked; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide compliant meal and rest periods; failure to accurately record time, including all time worked (due to, for example, off-the-clock work, rounding, and auto-deduction); failure to provide timely or compliant wage statements; failure to maintain records; failure to track, provide, or pay sick leave; failure to provide one day's rest in seven; unreimbursed business expenses; unfair business practices; statutory penalties, including waiting time penalties; violations of any provisions of the Industrial Welfare Commission Wage Orders; claims for civil penalties available under the Private Attorneys General Act based on the facts alleged in both the operative complaint and any of the PAGA notice letters submitted by O'Neill to the Labor Workforce Development Agency in the case numbered LWDA-CM-822861-221, and for violations of the Industrial Welfare Commission Wage Orders; liquidated damages; interest; injunctive relief; declaratory relief; and accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy.

The Class Member Release will only be effective upon the Effective Date and upon Defendant fully funding the Settlement and the employer's portion of payroll taxes as provided in this Agreement."



6. Section 23 of the Agreement is amended to read: "Notice by First-Class U.S. Mail. Within twenty-one (21) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail in both English and Vietnamese, using the most current, known mailing addresses identified in the Class List or through a National Change of Address database search. The first page of the Settlement Notice shall prominently estimate the dollar amounts of any Individual Class Member Award and the number of workweeks and, if applicable, pay periods during the PAGA Period used to calculate these amounts. For any returned envelopes from this mailing as non-deliverable on or before 30 days after mailing, the Settlement Administrator will use any forwarding address provided to re-mail the returned envelope and, if no forwarding address is provided, will perform a skip trace to identify an address to which the envelope may be forwarded. The Settlement Administrator shall undertake such effort and further mailing no later than five (5) calendar days after receipt of the returned envelope. The Settlement Administrator will maintain a report of the date of such re-mailings of the Notice Packet. No additional mailings shall occur. For the Class Members to whom the Notice Packets are resent after following the procedures outlined in this section, the Response Deadline shall be extended by fifteen (15) calendar days."

7. Section 24 of the Agreement is amended to read: "Objections to the Settlement. A Class Member may object to the Settlement by filing a written objection with the Settlement Court using the case name and number of the Settlement Court (found on the first page of the Notice Packet), and mailing a copy of his/her written objection to the Settlement Administrator at the addresses listed in the Notice Packet, each postmarked by no later than the Response Deadline. A Class Member may also object to Class Counsel's request for Attorney's Fees. The objection should be signed, set forth the objecting Class Member's name, address and telephone number, and, although not required, the Class Member may state why he/she objects to the proposed Settlement and whether he/she intends to appear at the Final Approval Hearing. Class Members, regardless of whether they submit a written objection to the Settlement Administrator, will have the right to appear, in person or through counsel, at the Final Approval Hearing in order to have their objections heard by the Court. Class Counsel and Counsel for Defendant shall

file any responses to any written objections submitted to the Court in accordance with this Settlement Agreement at least five (5) court days before the Fairness Approval Hearing.”

8. Section 26 of the Agreement is amended to read: “Disputes Regarding Workweeks. To the extent that any Class Member disputes the number of workweeks that the Class Member worked, as shown in his or her Notice, such Class Member may produce evidence to the Settlement Administrator establishing the dates they contend to have worked for Defendant. Weeks “worked” for purposes of this settlement will be determined by reference to timekeeping, payroll, and/or other records. The deadline for Settlement Class Members to submit disputes pursuant to this paragraph is the Response Deadline (disputes must be postmarked by the Response Deadline). Unless the Settlement Class Member presents convincing evidence proving he or she worked more workweeks than shown by Defendant’s records, his/her Settlement Award will be determined based on Defendant’s records. The Settlement Administrator shall notify counsel for the Parties of any disputes it receives. Defendant shall review its records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator shall provide a recommendation to counsel for the Parties. Counsel for the Parties shall then meet and confer in an effort to resolve the dispute. The Settlement Administrator will notify the disputing Class Member of the decision. The Settlement Administrator shall provide Class Counsel with all documents submitted by the disputing Class Member and/or Defendant, and upon which the Settlement Administrator relied in resolving the Class Member’s dispute, as well as the Settlement Administrator’s ultimate decision, which Class Counsel will file with the Court in connection with Plaintiff’s Motion for Final Approval. The Court may review any decisions made by the Settlement Administrator and/or the Parties regarding any disputes submitted by a Class Member regarding his or her workweeks.”

9. Section 31 of the Agreement is amended to read: “Allocation of Net Settlement Amount to Calculate the Class Members’ Final Settlement Awards. The Net Settlement Amount (excluding the 25%, or \$200,000, of the PAGA Payment to be distributed to Class Members as described in section 32) shall be allocated among Class Members by reference to the number of work weeks all Class Members worked during the Class Period. Each workweek worked by Class Members who were current employees as of July 1, 2023, will be equal to one (1)

settlement share. Each workweek worked by Class Members who were former employees as of July 1, 2023, will be equal to one and one tenth (1.10) settlement shares. The total number of settlement shares for all Class Members will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Class Member's number of settlement shares to determine the Class Member's *pro rata* portion of the Net Settlement Amount (the "Individual Class Member Award"). As discussed above, 25% of each Individual Class Member Award shall, for tax purposes, be designated as wages and shall be reported using a Form W-2, and 75% of each Individual Class Member Award shall, for tax, purposes be designated as non-wages and shall be reported using a Form 1099. The Individual Class Member Awards and allocation as discussed immediately above and below shall be calculated by the Settlement Administrator within fifteen (15) calendar days of the Effective Date and the Settlement Administrator shall provide Defendant's and Class Counsel with the final Individual Class Member Award calculations on this same day."

10. A section now numbered as Section 32 is added to the Agreement and reads: "Allocation of the PAGA Payment. 25%, or \$200,000.00, of the PAGA Payment shall be paid to the Class Members out of the Net Settlement Amount ("Class Members' PAGA Payment"). The Class Members' PAGA Payment shall be allocated among Class Members by reference to the number of workweeks all Class Members worked during the Class Period. The total number of workweeks worked by all Class Members will be added together and the resulting sum will be divided into the Class Members' PAGA Payment to reach a per workweek dollar figure. That figure will then be multiplied by each Class Member's number of workweeks to determine the Class Member's *pro rata* portion of the Class Members' PAGA Payment ("Individual PAGA Payment"). 100% of each Individual PAGA Payment shall, for tax purposes, be designated as penalties and shall be reported using a Form 1099."

11. Section 32 is now renumbered to be Section 33.

12. Section 33 of the Agreement, now numbered 34, is amended to read: "Within ten (10) calendar days of the Effective Date, Defendant shall provide the Settlement Administrator

via wire transfer the funds equal to the Gross Settlement Amount. Defendant shall also simultaneously deliver to the Settlement Administrator, Defendant's (Employer) share of payroll taxes including, but not limited to, FICA, FUTA, and SDI contributions. The Class Member Release shall not become effective until Defendant fully funds the Settlement including the payment of the employer's share of payroll taxes."

13. Sections 34 through 59 are now numbered as Sections 35 through 60.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Amendment to Settlement Agreement as follows:

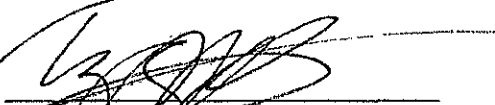
**PLAINTIFF AMARA O'NEILL**

Amara O'Neill  
Amara O'Neill (Nov 25, 2024 10:25 EST)

Amara O'Neill, on her own behalf and as  
class representative of the certified class

Dated: 11/25/2024

**GLEASON & FAVAROTE LLP**



By: Lorey Joseph Favarote  
As Attorney for Plaintiff and the Certified Class

Dated: November 25, 2024

**DEFENDANT ROBINSON PHARMA, INC.**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

*Approved as to form:*

**GREENBERG TRAURIG, LLP**

By: Mark D. Kemple  
Attorney for Robinson Pharma, Inc.  
Dated: \_\_\_\_\_

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Amara O'Neill, on her own behalf and as  
class representative of the certified class

Dated: \_\_\_\_\_

**GLEASON & FAVAROTE LLP**

\_\_\_\_\_  
By: Torey Joseph Favarote  
As Attorney for Plaintiff and the Certified Class

Dated: November 25, 2024

**DEFENDANT ROBINSON PHARMA, INC.**

\_\_\_\_\_  
By: 

Dated: 11/25/2024

*Approved as to form:*

**GREENBERG TRAURIG, LLP**

\_\_\_\_\_  
By: Mark D. Kemple  
Attorney for Robinson Pharma, Inc.  
Dated: \_\_\_\_\_

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class representative of the certified class

Dated: \_\_\_\_\_

**GLEASON & FAVAROTE LLP**

\_\_\_\_\_  
By: Torey Joseph Favarote  
As Attorney for Plaintiff and the Certified Class

Dated: November 25, 2024

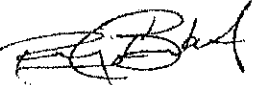
**DEFENDANT ROBINSON PHARMA, INC.**

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

*Approved as to form:*

**GREENBERG TRAURIG, LLP**

  
\_\_\_\_\_  
By: Ryan C. Bykerk  
Attorney for Robinson Pharma, Inc.  
Dated: 11/27/2024