

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

This is an Official Court Notice of a Proposed Settlement in the following lawsuit:
Amara O'Neill v. Robinson Pharma, Inc., et al.; Orange County Superior Court Case No. 30-2020-01176039-CU-OE-CJC

Name [insert name]

Correction to Address Needed?

Address [insert address]

Contact the Settlement Administrator.

CLASS MEMBERS ARE HEREBY NOTIFIED AS FOLLOWS:

A proposed settlement (the “Settlement”) has been reached in the above-referenced class and representative action that was certified by the Court on November 17, 2022 and is currently pending in the Superior Court for the County of Orange (the “Action”). Because your rights may be affected by this Settlement, it is important that you read this notice carefully.

Records show that you are a member of the class of employees certified by the Court in this Action on November 17, 2022. You are a class member because you: (i) worked as a non-exempt employee in California for Robinson Pharma, Inc. (“RPI”) at some point during the period from January 29, 2017 to November 17, 2022, and (ii) did not request to be excluded from that class or opt back in to the class (“Class” or “Class Member”). After certification, former employee and plaintiff Amara O’Neill (“Plaintiff”) and RPI reached a proposed Settlement on behalf of all Class Members for all alleged claims in the period January 29, 2017 to July 1, 2023 (the “Class Period”). Because you are a Class Member, you are entitled to participate in the Settlement discussed in this notice and receive a settlement payment. Based on information contained in RPI’s records, you worked [insert number] weeks during the Class Period and thus are eligible to receive a class settlement payment in the gross estimated amount of \$[insert amount] less applicable payroll taxes, and a PAGA settlement payment in the gross estimated amount of \$[insert amount].

As explained in more detail below, *you do not need to take any action to receive your Settlement payment*. As a class member, you will receive Settlement funds and be bound by the release of any claims described in this notice.

A. PURPOSE OF THIS NOTICE

On November 17, 2022, the Court certified the following class: All non-exempt employees employed by RPI in California from January 29, 2017 to November 17, 2022 (“Class”). After certification, notice was sent to the Class, informing the Class Members of their right to request exclusion from the Class by “opting out.” Those who opted out received a further notice informing all those who opted out of their right to opt back in to the Class. You are getting this notice because you are a Class Member—i.e., you worked as a non-exempt employee for RPI in California and either: (i) did not opt out of the Class, or (ii) opted out and opted back in to the Class.

Plaintiff and RPI reached a proposed Settlement on behalf of all Class Members for the Class Period. This notice is intended to inform you of the class action Settlement and your options (*i.e.*, participating and objecting).

B. DESCRIPTION OF THE ACTION

Plaintiff sued RPI claiming that since 2017 RPI has required its employees to send and respond to emails, text messages, and telephone calls after hours, resulting in unpaid wages, unreimbursed business expenses, failure to

pay all wages owed and due at discharge, failure to provide accurate wage statements, violations of California's unfair competition law ("UCL"), and civil penalties due under the Labor Code Private Attorneys General Act ("PAGA"). The PAGA Period is the same as the Class Period. Plaintiff also alleged that RPI failed to pay overtime wages and for all time worked, failed to pay wages at the correct regular rate (including, overtime, meal or rest period premiums, and sick leave), failed to provide compliant meal and rest periods or premiums therefor, failed to timely pay wages during employment or at discharge or termination, failed to accurately record time, including all time worked, failed to track, provide, or pay sick leave, failed to provide one day's rest in seven, violated provisions of the Industrial Welfare Commission Wage Orders, improperly used credit and background check information and owed civil penalties, including under PAGA, for all of the foregoing alleged violations. Plaintiff claims that RPI owes Class Members wages, penalties, liquidated damages, interest, injunctive relief, declaratory relief, accounting, plus attorneys' fees and court costs. RPI disputes these allegations and believes it complied with the law.

The parties engaged in significant efforts to obtain the facts regarding the claims asserted, including the exchange of detailed data regarding Plaintiff and the Class, the production of policy and procedure documents, depositions of RPI payroll and human resources representatives, a full day mediation session, and the exchange of scores of pages of detailed briefing and factual and legal analysis in connection with class certification, as well as mediation. The parties disagree as to the probable outcome of the Action with respect to liability and damages if the Action were not settled. While Plaintiff and RPI are prepared to proceed with litigating the Action, each side recognizes that litigating is a risky and costly proposition and that each may not prevail on any or all of the claims.

This Settlement is the result of good-faith and arm's-length negotiations between the Plaintiff and RPI. Each side agrees that given the risks and expense associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and is in the best interests of the Class Members.

Please be advised that the Court has not ruled on the merits of the Plaintiff's claims or RPI's defenses (which means the Court has not made a determination of who is right or wrong).

On **December 16, 2024**, the Court granted preliminary approval of this proposed Settlement of the Action. The Court will decide whether to give final approval to the proposed Settlement at a hearing scheduled for **May 8, 2025** ("Final Approval Hearing"). See below for details. The date of the Final Approval Hearing is subject to be changed.

You may access the key documents in this case on the Settlement Administrator's website at **www.ilymgroup.com/robinsonpharma**, 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. All of these documents, including the final judgment, will remain on the Settlement Administrator's website for at least 180 days.

C. SUMMARY OF TERMS OF THE PROPOSED SETTLEMENT

Subject to the Court's approval, the terms of the Settlement are as follows:

1. The settlement amount is \$3,495,000.00 (the "Settlement Amount") from which RPI would pay:
(a) a minimum of \$1,470,000.00 for payment to Settlement Members, of which 25% shall for tax purposes be deemed wages subject to Form W-2 reporting, and 75% shall for tax purposes be deemed non-wages; (b) a minimum of \$200,000 for payment to Class Members for their share of the Settlement Amount allocated for settlement of their PAGA claims, of which 100% shall for tax purposes be deemed non-wages; (c) a maximum of \$1,165,000.00 (33.33% of the Settlement Amount) for the payment of Class Counsel's attorney fees plus litigation costs up to \$30,000.00; (d) \$600,000.00 to the State of California for its share of the Settlement Amount allocated for settlement of the PAGA claims; (e) a maximum of \$10,000.00 for the payment of a class

representative service payment to the named Plaintiff for her service to the Class in bringing the case on behalf of the Class; and (f) a maximum of \$20,000.00 for Settlement Administration Costs. The Settlement Amount shall not include employer payroll taxes due upon payment of the 25% allocated to wages payable to the Class Members, which will be paid outside the Settlement Amount. In the event that the maximum sums stated in subsections (b)-(e) are not approved and awarded by the Court, the unapproved and awarded sums shall be added to the Class Recovery (subsection (a)). None of these sums shall revert to RPI. The amount set forth above in subsection (a) is referred to herein as the “Class Recovery” and the amount set forth above in subsection (b) is referred to herein as the “PAGA Recovery.”

2. The Class Recovery will be allocated among Class Members based upon calculations made using RPI’s records. Specifically, a participating Class Member’s share of the Net Settlement (excluding the 25%, or \$200,000, of the PAGA Payment to be distributed to Class Members as described in section 3 below), will be calculated by reference to the number of workweeks 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 (1.1) settlement shares to account for the additional claims that former employees have under the law. 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’s 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’s Award shall for tax purposes be designated as non-wages and shall be reported using a Form 1099.

3. The PAGA Recovery will be allocated among Class Members based upon calculations made using RPI’s records. Specifically, a Class Member’s share of the PAGA Payment, will be calculated by reference to the number of workweeks all Class Members worked during the Class Period, which is the same as the PAGA Period. Each workweek worked by Class Members will be equal to one (1) settlement share. The total number of settlement shares for all Class Members will be added together and the resulting sum will be divided into \$200,000 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 PAGA Payment (the “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.

4. Based on the foregoing methodology, your estimated Individual Class Member Award and Individual PAGA Payment is shown on page 1 of this notice. PLEASE NOTE that you may receive more or less than the amount stated above after accounting for all sums payable from the Settlement Amount.

5. Each Class Member consents to the following release (“Release”):

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 wages 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 (including its provisions regarding suitable seating); 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 (including its provisions regarding suitable seating and temperature requirements); liquidated damages; interest; injunctive relief; declaratory relief; and accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy.

D. TO PARTICIPATE IN THE SETTLEMENT

To participate in the Settlement, you do not need to take any further action. Upon final approval from the Court, you will receive a Settlement check for an amount as described above on page 1.

E. TO OBJECT TO THE SETTLEMENT

You may object to the Settlement by submitting a written objection to the Settlement Administrator at the address listed in this notice on or before **April 7, 2025**. You may, as an alternative to a written objection, orally object in person or through counsel at the final approval hearing on the date provided in Section H below. The order granting preliminary approval and setting the final approval hearing will also be provided on the Settlement Administrator's website at **www.ilymgroup.com/robinsonpharma**. You may not "opt out" of the Settlement as you have already been provided an opportunity to do so after receiving the class notice on certification.

Class Counsel's application for fees will be filed with the Court on or before **April 16, 2025**. You may access that document any time after that date through the Orange County Superior Court's Online Case Access system, which can be accessed by logging in at <www.occourts.org/online-services/case-access/>, finding the "Civil Case & Document Access" portion of the website and clicking the "Access Now" link displayed on that page. Users will be required to accept the terms of use and enter the case number (30-2020-01176039-CU-OE-CJC) to obtain case documents. Users may incur fees charged by the Orange County Superior Court for providing electronic public access to court records. If you believe you have a basis to object, you may do so by submitting a written objection in the manner described below.

All objections should be signed and set forth your name, mailing address, and telephone number. The attached Objection Form at the end of this notice may be used to submit your written objection to the Settlement Administrator. While not required, any objection may state and explain why you object to the proposed Settlement or to the requested attorney's fees and whether you or someone on your behalf intends to appear at the Final Approval Hearing. Regardless of whether you submit an objection, or explain any objection, you will have the right to appear, in person or through counsel, at the Final Approval Hearing in order to have your objections heard by the court.

F. DISPUTES AS TO WORKWEEKS CREDITED

For each Class Member, the weeks worked during the applicable Class Period will be calculated from RPI's records. If you disagree with the numbers reported above, you may submit evidence to the Settlement

Administrator on or before **April 7, 2025**, with documentation to establish the number of workweeks you claim to have actually worked for RPI in California during the Class Period. DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS. The Parties and Settlement Administrator will review RPI's records and evaluate the evidence submitted by the Class Member and discuss in good faith how many workweeks should be credited to each Class Member. RPI shall review its records and provide further information to the Settlement Administrator, as necessary. Unless the Class Member presents convincing evidence proving he or she worked more workweeks than shown by Defendant's records, his/her Settlement Award will likely be determined based on Defendant's records. The Settlement Administrator will provide all of the documents used to come to the decision of how many workweeks should be credited to each contesting Class Member to the Parties for submission to the Court. 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 at the final approval hearing discussed below in Section H.

G. TAXES

For tax reporting purposes, any payments made to Settlement 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, including any PAGA payment, made pursuant to this Agreement shall be deemed non-wages, and will be reported using an IRS Form 1099. If you have any questions regarding the tax treatment of any payments pursuant to the Settlement, you should consult your own tax advisor at your own expense. RPI, Plaintiff, and their attorneys make no representation as to the tax treatment or legal effect of the payments called for hereunder, and cannot and do not provide you tax advice in this regard.

H. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Court will hold a Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the administrative costs, and the class representative service payment on **May 8, 2025**, in Department CX104 of the Orange County Superior Court Civil Complex Center located at 751 S. Santa Ana Blvd., Santa Ana, California 92701. The date of the Final Approval Hearing is subject to change.

I. ADDITIONAL INFORMATION

It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this Notice.

This Notice only summarizes the Action, the Settlement, and other related matters. Please do not contact the Court or the Court Clerk about this notice. For additional information, you may access the publicly available information regarding this lawsuit. That information is available online at <www.occourts.org/online-services/case-access/>, or at the office of the clerk of the Orange County Superior Court, Civil Complex Center located at 751 S. Santa Ana Blvd., Santa Ana, California 92701. You may also contact the Settlement Administrator at:

ILYM GROUP, Inc.

P.O. Box 2031, Tustin, CA 92781

TOLL-FREE PHONE NUMBER: (888) 250-6810; FAX (888) 845-6185

E-MAIL ADDRESS: claims@ilymgroup.com

DOCUMENT URL: www.ilymgroup.com/robinsonpharma

The attorney for the class (“Class Counsel”) is:

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PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

******THIS IS NOT AN ADVERTISEMENT FROM A LAWYER******

FORM OBJECTION

Amara O'Neill v. Robinson Pharma, Inc., et al.; Orange County Superior Court Case No. 30-2020-01176039-
CU-OE-CJC

ONLY MAIL THIS FORM IF YOU WISH TO OBJECT TO THE SETTLEMENT

Full Name: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Do You Plan on Attending the Final Approval Hearing? (optional): Yes: ____ No: ____

Explain Your Objection (optional):

Signed: _____ Dated: _____