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15 I-SHAN CHIANG

16
17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **IN AND FOR THE COUNTY OF SAN DIEGO**

19 DANIEL L. BLOOMQUIST, an individual on
20 behalf of himself and all others similarly
21 situated,

22 Plaintiff,

23 v.

24 COVANCE, INC., a Delaware corporation; I-
SHAN CHIANG, an individual; AMY
25 STASTNY, an individual; and DOES 1-100,
26 inclusive

27 Defendants.
28

Case No. 37-2016-00026455-CU-0E-CTL

Assigned to: Hon. Gregory W. Pollack
Dept.: C-71

~~Proposed~~ **PRELIMINARY
APPROVAL ORDER**

Hearing Date: July 17, 2020
Time: 9:30 a.m.
Dept.: C-71

Action Filed: August 3, 2016
Trial Date: None set.

Filed 7-17-20
ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego
~~08/19/2020~~ 1:23:28 PM
Clerk of the Superior Court
By ~~Carolina Miranda, Deputy Clerk~~
T. Ray

1
2 Plaintiffs Daniel L. Bloomquist and Monica Martino Sberna (collectively "Plaintiffs"), on
3 behalf of themselves and all those similarly situated, having moved, pursuant to California Code of
4 Civil Procedure Section 382 and California Rule of Court, Rule 3.769(c), for an order preliminarily
5 approving the settlement of this action in accordance with the Class Action Settlement Agreement
6 and Release of Claims ("Settlement Agreement") between Plaintiffs and Defendants Covance, Inc.
7 ("Covance"), I-Shan Chiang, and Amy Stastny (collectively "Defendants"), attached as Exhibit 1 to
8 the accompanying Declaration of Patrick N. Keegan, which together with the exhibits referenced
9 therein set forth the terms and conditions of the proposed settlement of the action; Defendants
10 having not opposed the motion; and the Court having reviewed and considered the motion and the
11 Settlement Agreement; and good cause appearing:

12 NOW THEREFORE, IT IS HEREBY ORDERED:

13 1. The Court, pursuant to California Code of Civil Procedure section 382 and California
14 Rules of Court, Rule 3.769(d), hereby (a) conditionally certifies, for purposes of implementing the
15 Settlement Agreement only, a class defined as "all persons employed in the state of California by
16 Covance, Inc. as a Clinical Research Associate in any position, including Clinical Research
17 Associate I-MEA, Clinical Research Associate I, Clinical Research Associate II and/or Senior
18 Clinical Research Associate, ("Class") at any time commencing from August 3, 2012 to October 31,
19 2019 (the "Class Period"), who do not opt out of the Lawsuit," excluding any person employed as an
20 independent contractor by Covance, Inc. as a Clinical Research Associate in any position in the state
21 of California during the Class Period; (b) appoints Plaintiffs Daniel L. Bloomquist and Monica
22 Martino Sberna as the representatives of the Class; and (c) finds Patrick N. Keegan, Keegan &
23 Baker, LLP, and Walter Haines, The United Employees Law Group, 5500 Bolsa Avenue, Suite 201,
24 Huntington Beach, CA 92649, will fairly and adequately protect the interests of the Class and
25 appoints them as "Class Counsel."

26 2. The Court also finds that the requirements of California Rules of Court, Rule 3.769,
27 for preliminary settlement approval have been satisfied, and the Court preliminarily approves the
28 settlement of the action referenced in the Settlement Agreement as being fair, just, reasonable, and

1 adequate to the Class and its members, subject to further consideration at the Final Approval Hearing
2 described below.

3 3. A hearing (the "Final Approval Hearing") shall be held on December 4, 2020 at 9:30
4 a.m before the Honorable Gregory W. Pollack, in Department C-71 of the Superior Court of
5 California for the County of San Diego, located at 330 West Broadway, San Diego, California
6 92101. At this time, the Court shall determine: (a) whether the proposed settlement of this action on
7 the terms and conditions provided for in the Settlement Agreement is fair, just, reasonable, and
8 adequate, and should be finally approved; (b) whether judgment pursuant to the Settlement
9 Agreement should be entered herein (c) whether to approve Class Representatives' service awards;
10 and (d) whether to approve Class Counsel's application for an award of attorneys' fees and costs.
11 The Court may continue or adjourn the Final Approval Hearing without further notice to members of
12 the Class.

13 4. The Court approves, as to form and content, the notice of settlement to the Class
14 Members ("Notice of Settlement" or "Notice") attached hereto as Exhibit 1. The Court finds that
15 distribution of the Notice of Settlement, in the manner set forth in this Order and the Settlement
16 Agreement, is reasonably calculated to apprise the Class members, constitutes the best notice
17 practicable under the circumstances, and constitutes valid, due and sufficient notice to all members
18 of the Class, complying fully with the requirements of section 382 of the California Code of Civil
19 Procedure, California Rules of Court, Rules 3.766 and 3.769, and any other applicable laws.

20 5. The Court approves the selection of ILYM Group, Inc. to be the Claims
21 Administrator, and shall perform the functions and duties set for in sections 6(a) and 8 of the
22 Settlement Agreement. ILYM Group, Inc.'s fees and expenses performing the functions of the
23 Claims Administrator shall not exceed \$20,000, and shall be paid according to the terms of the
24 Settlement Agreement.

25 6. Within ten (10) days from the date of entry of this Order, Covance shall provide the
26 Claims Administrator an Excel spreadsheet in .xlsx electronic format, for all Class Members, the
27 following information: name, Social Security number, last known address, last known personal
28 email address, if any, dates of employment, and other data necessary to calculate the Individual

1 Payments, as that information exists on file with Covance (the "Class Contact List"). The data
2 provided to Claims Administrator shall also include the employment/payroll data agreed on by the
3 Parties that is needed to calculate each Class Member's settlement payment. The Claims
4 Administrator will check the address information for each Class Member against the National
5 Change of Address ("NCOA") database maintained by the United States Postal Service ("USPS")
6 for purposes of updating and confirming the mailing addresses of Class Members before the mailing
7 of the service of the Notice. In order to ensure the most accurate mailing possible, addresses will
8 also be certified via the Coding Accuracy Support System ("CASS"), which appends ZIP +4 and
9 postal codes to records, and verified through the Delivery Point Validation ("DPV"), verifies the
10 addresses to the actual point of delivery and can also identify the address location, and Locatable
11 Address Correction System ("LACS"), which updates business and residential rural route addresses
12 to a street style address. To the extent an updated address for an individual identified as a Class
13 Member is indicated in the NCOA, CASS, DPV, or LACS databases from the list provided by
14 Covance, the updated address will be used for the mailing of the Notice, and the originally provided
15 address (i.e., before it was updated) will not be used. To the extent that no updated address for an
16 individual identified as a Class Member is indicated in the NCOA, CASS, DPV, or LACS databases
17 from the address information provided by Covance, the original address information provided by
18 Covance will be used to effectuate the mailing of the Notice of Settlement.

19 7. The Notice of Settlement shall inform each Class Member of the number of the total
20 number of work weeks worked by that individual Class Member as well as the total number of work
21 weeks worked by all Class Members during the times they were employed by Covance, as calculated
22 by the Claims Administrator as shown by Covance's records. The Claims Administrator shall mail,
23 via First Class Mail, postage prepaid, and via email, to each Class Member, the Notice of Settlement
24 substantially in the form attached as Exhibit B to the Settlement Agreement, using the addresses and
25 email addresses set forth in the Class Contact List, as maintained and updated by the Claims
26 Administrator on or before August 17, 2020 (the "Notice Date"). If any Notice of Settlement is
27 returned as undeliverable, the Claims Administrator will take reasonable steps to endeavor to
28 ascertain a current address, including running a skip trace with the provided Social Security number,

1 and mail the Notice of Settlement to a current address for each such Class Member. If any Notices
2 are returned to the Claims Administrator as undeliverable bearing no forwarding address, the Claims
3 Administrator shall search for the Class Member whose Notice was returned without a forwarding
4 address by performing a skip trace using at least two different data bases, including but not limited to
5 Credit Header, (which identifies information for Class Members who ever applied for any credit),
6 and a directory assistance data base, and the Claims Administrator shall re-mail Notice to the address
7 identified by such skip trace within three (3) business days following receipt of such returned Notice.
8 The Claims Administrator shall also post the Notice of Settlement, along with copies of the operative
9 complaints, the Settlement Agreement, the Motion for Preliminary Approval and Final Approval
10 Motion, on a dedicated Internet website.

11 8. A Class Member who does not opt out of the settlement may object to the proposed
12 settlement at the Final Approval Hearing. Any Class Member who objects to the settlement, must
13 submit in writing, to the Court and serve copies of the written objection to the Claims Administrator,
14 the Clerk of the Court, Class Counsel and Defense Counsel no later than **October 16, 2020**. Any
15 such objection must be made in accordance herein and with the terms set forth in the Notice of
16 Settlement and the objection must include the case name and number and must include, (1) the
17 words, "I object to the Covance wage-and-hour settlement"; (2) all reasons for the objection,
18 including the legal and factual arguments supporting the objection (and any reasons not included in
19 the written objection will not be considered); and (3) the Class Member's name, Covance job title,
20 address, and telephone number. Any objection should also expressly state whether the Class
21 member intends to appear at the Final Approval Hearing, either individually or through counsel.
22 Any Class Member who does not make his/her objection in the manner and by the time in
23 accordance herein and with the terms set forth in the Notice of Settlement shall be deemed to have
24 waived such objection and shall be forever foreclosed from making any objection to the fairness or
25 adequacy of the proposed settlement as set forth in the Settlement Agreement or to the award of
26 attorneys' fees or expenses to Class Counsel or the service award to Plaintiff, unless otherwise
27 ordered by the Court. Any Class member who does not opt out of the settlement and wishes to
28 appear at the Final Approval Hearing, in person or through an attorney, must file with the Court a

1 written "Notice of Intention to Appear" and serve it upon Class Counsel and Defense Counsel by no
2 later than November 9, 2020, and any such "Notice of Intention to Appear" must be made in
3 accordance with the terms set forth in the Notice of Settlement.

4 9. Any Class Member may opt-out or request to be excluded from the settlement. Class
5 Members who choose to opt-out must mail a written, signed statement to Claims Administrator that
6 states he or she is opting out of the settlement, and include his or her name, Covance job title,
7 address, and telephone number and state, "I opt out of the Covance wage and hour settlement"
8 ("Opt-Out Statement"). Any such Opt-Out Statement must be made in accordance with the terms set
9 forth in the Notice of Settlement and will be timely only if post-marked or received no later than
10 October 16, 2020. Any Class Member who has submitted a compliant Opt-Out Statement post-
11 marked or received by such deadline may not submit objections to the settlement or appear at the
12 Final Approval Hearing. Any Class Member who does not send a compliant Opt-Out Statement
13 post-marked or received by such deadline will be deemed to be a Class Member for all purposes and
14 will be bound by all further orders of the Court in this action and by the terms of the Settlement
15 Agreement, if finally approved by the Court.

16 10. Pending final determination of whether the settlement should be approved, neither
17 Plaintiffs' nor any Class Member may either directly, representatively, or in any other capacity,
18 commence or prosecute against Defendants any action or proceeding in any court or tribunal
19 asserting any of the claims alleged in the Action filed herein.

20 11. All papers in support of the final approval of the settlement and Class Counsels'
21 Attorneys' Fees, Costs, and Plaintiffs' Service Award Application shall be filed with the Court and
22 served on or before November 9, 2020.

23 12. The Court reserves the right to adjourn the date of the final approval hearing and any
24 adjournment thereof without further notice to the members of the Class, and retains jurisdiction to
25 consider all further applications arising out of or connected with the settlement. The Court may

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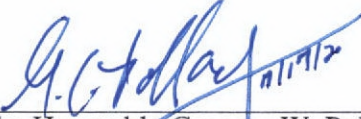
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approve the settlement, with such modifications as may be agreed to by the parties to the Settlement Agreement, if appropriate, without further notice to the Class.

IT IS SO ORDERED.

Dated: _____



The Honorable Gregory W. Pollack
Judge of the San Diego County Superior Court

Exhibit 1

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation from a lawyer.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

If you were employed in the state of California by Covance, Inc. as a Clinical Research Associate in any position, including Clinical Research Associate I-MEA, Clinical Research Associate I, Clinical Research Associate II and/or Senior Clinical Research Associate at any time from August 3, 2012 to October 31, 2019, you may be entitled to receive money from a class action settlement.

Plaintiff Daniel L. Bloomquist, a former Clinical Research Associate employed by Covance, Inc., commenced this wage and hour class action with the San Diego Superior Court on August 3, 2016, by filing a complaint against Covance, Inc. ("Covance"), and two employees of Covance, Defendant I-Shan Chiang, and Defendant Amy Stastny violated the California Labor Code and the Business and Professions Code for alleged failures of Defendants to properly and lawfully classify Clinical Research Associates as employees entitled to receive payment of overtime compensation. The Honorable Gregory W. Pollack, Judge of the San Diego County Superior Court, presides over this case. The lawsuit is known as *Daniel Bloomquist, et al. v. Covance, Inc., et al.*, No. 37-2016-00026455-CU-OE-CTL (the "Lawsuit").

- You are getting this notice because Covance's employment records show that you were employed in the state of California by Covance as a Clinical Research Associate in any position, including Clinical Research Associate I-MEA, Clinical Research Associate I, Clinical Research Associate II and/or Senior Clinical Research Associate, at any time commencing from August 3, 2012 to October 31, 2019.
- The purpose of this Notice is to inform you of a proposed settlement of this class action Lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT: | |
|---|---|
| DO NOTHING | You WILL be mailed a payment from the settlement if the settlement receives final approval from the San Diego County Superior Court. |
| OBJECT | Write to the San Diego County Superior Court about why you do not like the settlement. |
| GO TO A HEARING | Appear in the San Diego County Superior Court to speak to the Judge about the fairness of the settlement. |
| EXCLUDE YOURSELF | Get no payment. This is the only option that allows you to sue your current or former employer Covance, Inc. in a separate lawsuit over the claims resolved by this settlement. |

These rights and options – and the deadlines to exercise them – are explained in this notice. **To ask to be excluded (opt out) or object to the Settlement, you must act before October 16, 2020.**

The law prohibits retaliation against you for your decision to remain a Class Member, and Covance will not take any adverse action against employees who participate in the Settlement.

- Since you qualify as a class member, unless you decide to opt-out, you will receive money from the settlement if the settlement receives final approval from the San Diego County Superior Court.
- Neither Plaintiffs' attorneys ("Class Counsel") nor Defendants or Defendants' attorneys make any representations concerning the tax consequences of receiving a settlement payment. You are advised to seek your own personal tax advice prior to acting in response to this Notice.
- This is only a proposed settlement, which means that the Court in charge of this case still has to decide whether to approve the settlement. Payments will be made only if the Court approves the settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why did I receive this notice?

Covance's records indicate that you are a Class Member because you were employed by Covance as a Clinical Research Associate in any position at some time between from August 3, 2012 to October 31, 2019.

The San Diego Superior Court ordered that this notice be sent to you because you have a right to know about a proposed settlement of a class action lawsuit involving persons employed by Covance in California as a Clinical Research Associate in any position from August 3, 2012 to October 31, 2019, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves the settlement and after and after appeals, if any, are resolved, an administrator appointed by the Court will mail payments to you in an amount that the settlement allows if you do not exclude yourself from the Class.

This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this Lawsuit about?

Plaintiffs have filed this class action lawsuit against Covance and two employees of Covance alleging they, and other Clinic Research Associates, were improperly classified as exempt from overtime compensation and other protections of the California Labor Code. As a result of this alleged improper classification, Plaintiffs further allege that they, and other Clinic Research Associates, were denied overtime pay, meal periods, and rest periods prescribed by law. Plaintiffs, on behalf of themselves and all others similarly situated, seek damages and restitution, including the unpaid overtime wages, premium wages for missed meal and rest periods, penalties, and interest, as well as legal fees and costs of this litigation.

Defendants expressly deny that they did anything wrong and believe Covance's pay practices comply fully with the law. Defendants maintain that the Plaintiffs and all other Class Members were properly paid at all times and that Covance's payroll practices comport with the law. The San Diego Superior Court has not issued any decision in this case about who is correct.

3. What is a class action?

In a class action, one or more people, called "Class Representatives" (in this case the Plaintiffs), sue not only for themselves, but also for other people who have similar claims. The people included in the class action are known as the "Class" and are referred to as "Class Members." In a class action, one court resolves the issues for all Class Members, except for those who exclude themselves or "opt out" from the Class. The Honorable Gregory W. Pollack, Judge of the San Diego Superior Court for the County of San Diego, is presiding over this class action.

4. Why is there a settlement?

The San Diego County Superior Court did not decide in favor of either the Plaintiffs or the Defendants. Plaintiffs think they could have won if they went to trial. Defendants think that Plaintiffs would not have won anything at trial. But there was no trial. Instead, after years of litigation, a thorough investigation into the facts of this lawsuit, extensive negotiations and with the help of a neutral mediator, the parties agreed to a settlement. That way, both Plaintiffs and Defendants avoid the costs

of a trial, the risk of losing, and the delay and expenses of litigating the case and of potential appeals, and the Class Members who do not exclude themselves from the Class will get a settlement payment. The Class claims were settled because Class Counsel and the Plaintiffs and their attorneys believe that the settlement is fair and reasonable, and in the best interests of all Class Members. The settlement does not mean that Defendants did anything wrong or violated the law.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know if I am part of the settlement?

You are a member of the Class if you were employed in the state of California by Covance as a Clinical Research Associate in any position, including Clinical Research Associate I-MEA, Clinical Research Associate I, Clinical Research Associate II and/or Senior Clinical Research Associate, ("Class"), at any time from August 3, 2012 to October 31, 2019 ("Class Period"). If so, you are receiving this notice. The Class excludes any person employed as an independent contractor by Covance as a Clinical Research Associate in any position in the state of California during the Class Period.

6. What if I am not sure if I am included in the settlement?

If you have any questions about whether you are a Class Member or about the settlement, you can contact the Claims Administrator via U.S. Mail to *Daniel L. Bloomquist, et al. v. Covance, Inc., et al.*, Case No. 37-2016-00026455, c/o ILYM Group, Inc., P.O. Box ____ [Insert Number], ____ [Insert Claims Administrator Address] or via email at ____ [Insert Claims Administrator Email] or via telephone at ____ [Insert Claims Administrator 800 number] or via fax to ____ [Insert Claims Administrator 800 number] or visit the Internet website at www. ____ [Insert Dedicated Website address].

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the settlement provide?

Covance, on behalf of all Defendants, has agreed to pay Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) (the "Gross Settlement Amount" or "GSF"), which is the amount that Covance, Inc. will pay to settle the Lawsuit, to fully and finally resolve and satisfy on behalf of the Class: (i) any and all claims alleged in the Lawsuit, all other wage-hour, notice, wage statement, and compensation-related claims that were or could have been alleged in the Lawsuit, and any and all Released Claims as defined in section 1(w) of the Settlement Agreement; (ii) any and all Court-approved attorneys' fees and costs incurred by Class Counsel; (iii) the Court-approved costs of notice and of the Claims Administrator; (iv) any and all Court-approved Service Awards to the Named Plaintiffs; and (v) the Court-approved payment to the California Labor and Workforce Development Agency ("LWDA") of the portion of the settlement allocated to civil penalties. The Gross Settlement Amount will provide all monies necessary for the effectuation of the settlement, and Defendants shall not be required to pay monies in addition to the Gross Settlement Amount, except for Covance, Inc.'s share of employer payroll taxes on the wage portion of payments made to Class Members. The Gross Settlement Amount, less all Court-approved payments for (1) the Claim Administrator's fees; (2) Class Counsels' attorneys' fees and costs; (3) Service Awards to Named Plaintiffs; and (4) the payment to LWDA, shall be referred to as the "Net Settlement Fund" and will be the actual funds made available for pro rata distributions to pay the Class Members who do not exclude themselves from the Class.

8. How much money can I get?

You do not need to submit anything in order to receive a pro rata distribution of the Net Settlement Amount. Based on the information provided by Defendant Covance, Inc., you have worked a total of _____ **[Insert Individual Workweek Amount in Bold]** weeks as a salaried Clinical Research Associate in California from August 3, 2012 to October 31, 2019 ("Class Period"). As a result, the estimated amount you will receive from the Settlement if you do not exclude yourself from the Class is \$ _____ **[Insert Individual Payment Amount in Bold]** ("Individual Payment") before the deduction of applicable tax withholdings, if the Settlement is approved by the Court. Your number of weeks worked were determined solely from Defendant Covance, Inc.'s records, namely records reflecting the dates of your employment as a salaried Clinical Research Associate in California during the Class Period.

If you have any questions about the calculation of your Individual Payment, please contact the Claims Administrator via U.S. Mail to *Daniel L. Bloomquist, et al. v. Covance, Inc., et al.*, Case No. 37-2016-00026455, c/o ILYM Group, Inc., P.O. Box _____ **[Insert Number]**, _____ **[Insert Claims Administrator Address]** or via email at _____ **[Insert Claims Administrator Email]** or via telephone at _____ **[Insert Claims Administrator 800 number]** or via fax to _____ **[Insert Claims Administrator 800 number]** or visit the Internet website at [www._____**\[Insert Dedicated Website address\]**](http://www._____[Insert Dedicated Website address]).

If you dispute the calculation of the total number of weeks you worked as a salaried Clinical Research Associate in California during the Class Period during the Class Period, you will need to object to the calculation and provide pay records or other documentary evidence demonstrating that the total number of weeks you worked during the times you were employed by Covance, Inc. salaried Clinical Research Associate in California during the Class Period as calculated by the Claims Administrator is incorrect. The deadline to object to the calculation and to provide such information is no later than October 16, 2020. The calculation of your workweeks by the Claims Administrator as shown above shall be deemed accepted by you if you do not object to the calculation in writing and provide pay records or other documentary evidence to the Claims Administrator via U.S. Mail to *Daniel L. Bloomquist, et al. v. Covance, Inc., et al.*, Case No. 37-2016-00026455, c/o ILYM Group, Inc., P.O. Box _____ **[Insert Number]**, _____ **[Insert Claims Administrator Address]** or via email at _____ **[Insert Claims Administrator Email]** or via telephone at _____ **[Insert Claims Administrator 800 number]** or via fax to _____ **[Insert Claims Administrator 800 number]** or visit the Internet website at [www._____**\[Insert Dedicated Website address\]**](http://www._____[Insert Dedicated Website address]).

9. How are Individual Payments calculated?

Individual Payments will be calculated as a pro rata distribution of the Net Settlement Amount according to a formula based on each Class Member's total number of weeks worked salaried Clinical Research Associate in California from August 3, 2012 to October 31, 2019 ("Class Period"), the total number of weeks worked by all Class Members who do not request exclusion from the Class during the times they were employed by Covance, Inc. as a salaried as a Clinical Research Associate in California during the Class Period, and the Net Settlement Fund. "Net Settlement Fund" means the remainder of the Gross Settlement Amount of \$500,000 after deductions Court-approved payment for: (1) the Claim Administrator's fees; (2) Class Counsel's attorneys' fees and costs; (3) Service Awards to Named Plaintiffs; and (4) the payment to LWDA. The calculation of the number of weeks worked used to calculate Individual Settlement Payments will be based on Covance, Inc.'s records. The amount of each Class Member's Individual Settlement Payment shall be calculated by the Claims Administrator.

Based on a formula preliminarily approved by the Court, each Class Member who does not exclude themselves from the Class will receive an Individual Payment to be calculated as a pro rata distribution of the Net Settlement Amount as follows:

- a. Each Class Member shall be assigned one point for each week worked during the Class Period for calendar years in which they were employees of Covance, Inc.;
- b. The number of points shall be calculated for each Class Member for each calendar year during the Class Period in which they were employees of Covance, Inc.;
- c. The number of points for all Class Members for each calendar year during the Class Period in which they were employees of Covance shall be added to obtain the "Total Denominator";
- d. Each Class Member's points shall be divided by the Total Denominator to obtain each Class Member's allocated pro rata percentage of the Net Settlement Fund; and;
- e. Each Class Member's pro rata percentage shall then be multiplied by the Net Settlement Fund to determine the Individual Payment of each Class Member.

This formula can accurately be represented as follows:

$$\frac{\text{Net Settlement Fund } [\$500,000 - \text{Claims administrator's fees, Class Counsels' fees \& costs, Plaintiffs' service awards, \& LWDA payment}]}{\text{Class Members' Combined Total Points (\#\#\#\#)}} \times \frac{\text{Individual Class Member's Point Value}}{\text{Class Members' Combined Total Points (\#\#\#\#)}} = \text{Individual Settlement Payment}$$

If the Court approves all requested amounts for payments for Claim Administrator's fees, Class Counsels' fees and costs, Plaintiffs' service awards, and the LWDA payment, it is estimated that each Class Member will be eligible to receive a payment of approximately \$_____ for each week worked by each Class Member from August 3, 2012 to October 31, 2019 ("Class Period"). This work week payment estimation may increase or decrease to the extent the precise number of total number of weeks worked during the Class Period by the Class Members who do not request exclusion from the Lawsuit are higher or lower than the estimation of _____[Insert Total # of Workweek by Class] total weeks worked during the Class Period.

The precise value of each Class Member's individual claim, whether for allegedly unpaid overtime, alleged denial or non-provision of meal and/or rest periods, alleged untimely payment of final wages, or any other claim asserted in the Lawsuit is extremely difficult to determine with any certainty for any given person, year, or at all, and is subject to myriad differing calculations and formulas. The Parties agreed that the formula for allocating payments to Class Members as provided herein is reasonable and designed to provide a fair settlement to the Class Members.

The Individual Settlement Payments shall be allocated fifty (50%) percent to alleged unpaid wages and fifty (50%) percent to alleged interest and/or statutory penalties. Class Members who do not request exclusion from the Class will be issued and mailed two checks for their Individual Settlement Payments. The amounts that are allocable to unpaid wages shall be paid by separate check from Covance and shall be subject to applicable payroll and withholding taxes (including, but not limited to, federal, state, and local income tax withholding and the employee share of FICA tax). The amounts

that are allocable to interest and/or statutory penalties shall be paid by a separate check from Claim Administrator from which payroll and withholding taxes shall not be deducted.

As appropriate, Covance will issue an IRS Form W-2 to Class Members for the portions of their Individual Settlement Payments that are allocated to alleged unpaid wages, and Claims Administrator will issue an IRS Form 1099 to Class Members for the portion of their Individual Payments that represent interest and/or statutory penalties. Class Members are responsible to pay appropriate taxes due on the Individual Settlement Payments they receive.

Class Members will have one hundred and eighty (180) days from the date of the mailing of the Settlement Checks to cash their Settlement Checks. In addition, there may be money left over in the Settlement Fund if any Class Members who do not request exclusion from the Class fails to cash his or her settlement check within 180 days of receipt. This is called a "Residual Fund." If this occurs, the Residual Fund will be distributed as follows:

- If the total amount of all uncashed Settlement Checks, minus the costs to distribute the Second Round Checks, is greater than or equal to \$0.00 there will be a second round of settlement checks ("Second Round Checks") distributed to those Class Members who cashed their Settlement Checks. After the Claims Administrator calculates and deducts the cost of distributing the second round of checks, the Residual Fund will be distributed *pro rata* to Class Members who did not exclude themselves from the settlement and timely cashed their settlement checks. This payment will be reported to the IRS as 1099-Misc non-wage income representing liquidated damages and interest;
- If the amount of uncashed checks minus the costs of distribution is less than \$0.00, the Claims Administrator shall not send the Second Round Checks and that amount instead will be paid to a charitable organization to be agreed upon by Covance, Inc. and Class Counsel, and approved by the Court.;
- If Second Round Checks are issued, Class Members must cash their Second Round Checks within (90) days from the date the Second Round Checks are mailed to Class Members. The total sum of all uncashed Second Round Checks after the ninety (90) day period will be paid to a charitable organization to be agreed upon by Covance, Inc. and Class Counsel, and approved by the Court.

HOW TO GET A PAYMENT

10. What do I have to do to receive a payment?

Nothing. If you do nothing and the settlement becomes final, you do not need to submit anything in order to receive a pro rata distribution of the Net Settlement Amount, you will be bound by the Settlement and its provisions, and the Claims Administrator appointed by the Court will mail to you an Individual Payment described in answer to Question 8 above.

However, if you move and do not provide your current address to the Claims Administrator, you may not receive your payment. Therefore, if you move, please notify the Claims Administrator of your new address via U.S. Mail to *Daniel L. Bloomquist, et al. v. Covance, Inc., et al.*, Case No. 37-2016-00026455, c/o ILYM Group, Inc., P.O. Box ____ [Insert Number], _____ [Insert Claims Administrator Address] or via email at _____ [Insert Claims Administrator Email] or via telephone at _____ [Insert Claims Administrator 800 number] or via fax to _____ [Insert Claims Administrator 800 number].

11. What rights am I giving up to get a payment?

If the settlement becomes final, Class Members who do not request exclusion from the Class will be releasing the Defendants and all related people and entities from all of the Released Claims described and identified in Section 1(w) of the Settlement Agreement. This means you will no longer be able to sue Covance or any other of the Released Parties regarding any of the claims described in the Settlement Agreement. The Settlement Agreement is available on the Internet website at [www._____\[Insert Dedicated Website address\]](http://www._____[Insert Dedicated Website address]). The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Class listed in Question 16 for free or you can, at your own expenses, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

12. When will I get my payment?

If the San Diego County Superior Court approves the settlement, payments are anticipated to be sent out approximately three (3) months after the final approval hearing on December 4, 2020. However, there may be an appeal challenging the Court's decision. It is impossible to predict whether an appeal will be taken, and if there is, how long it will take to be decided. Please be patient. You may visit the Internet website at [www._____\[Insert Dedicated Website address\]](http://www._____[Insert Dedicated Website address]) or otherwise contact the Claims Administrator at any time for an update on the status of the case or the settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in this settlement and you want to keep the right to sue the Defendants about the legal issues in this Lawsuit, then you must take steps to get out of this Lawsuit and the Settlement. This is called asking to be excluded from – or sometimes called “opting out” of – from this Lawsuit and the Settlement.

13. If I exclude myself, can I get payment from this settlement?

No. If you exclude yourself, you will NOT receive a pro rata distribution of the Net Settlement Amount, and you cannot object to the settlement. However, if you ask to be excluded, you may bring your own lawsuit against the Defendants, you will not release any claims asserted in the Lawsuit, and you will not be legally bound by anything that happens in the Lawsuit.

14. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself, you give up the right to sue Covance or any other of the Released Parties regarding any of the Released Claims described and identified in Section 1(w) of the Settlement Agreement. You must exclude yourself from this Lawsuit and the Settlement in order to file your own lawsuit against the Defendants regarding any of the claims described in the Settlement Agreement.

15. If I do not exclude myself, can I receive payment in the *Sealock* Action?

Yes. You do not need to exclude yourself from this Lawsuit and the Settlement in order to also receive payment from a settlement in the action entitled *Sealock v. Covance, Inc.*, Case No. 1:17-cv-5857-JMF, pending in the United States District Court for the Southern District of New York, located in New York, New York (the “*Sealock* Action”). The *Sealock* Action was brought against Covance on behalf of

persons employed in the United States by Covance, Inc. as a Clinical Research Associate in any position. If you are also Opt-In Plaintiffs in the *Sealock* Action, you may also be entitled to receive payment in the *Sealock* Action. You may call Arden Claims Service, LLC at 877-623-2703, or write to Arden Claims Service, LLC, c/o the *Sealock* Action, P.O. Box 1015, Port Washington, New York 11050 to determine if you are entitled to receive a payment in the *Sealock* Action settlement. If you are also Opt-In Plaintiffs in the *Sealock* Action, any Individual Payment made to you from this Settlement will be reduced by the amount of your individual settlement payment made to you in the *Sealock* Action, and you will be bound by the releases in the Settlement Agreement reached in this Lawsuit and the settlement agreement reached in the *Sealock* Action to the fullest extent, as set forth in Section 1(m) of the Settlement Agreement reached in this Lawsuit.

16. How do I exclude myself from the settlement?

If you wish to exclude yourself (or “opt out”) from this Lawsuit and not be bound by the settlement, you must mail a written, signed statement to the Claims Administrator via U.S. First Class Mail, postage prepaid, to *Daniel L. Bloomquist, et al. v. Covance, Inc., et al.*, Case No. 37-2016-00026455, c/o ILYM Group, Inc., P.O. Box ____ [Insert Number], _____ [Insert Claims Administrator Address] that includes your name, job title, address, and telephone number and states, “I opt-out of the Covance wage and hour settlement,” and your signature (“Opt-Out Statement”). You cannot ask to be excluded on the phone, by email, or by fax. To be effective, a written, signed Opt-Out Statement must be postmarked or received by no later than **October 16, 2020**.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. On July 17, 2020, the San Diego Superior Court appointed Patrick N. Keegan, Esq. of Keegan & Baker LLP, 2292 Faraday Avenue, Suite 100, Carlsbad, California 92008, pkeegan@keeganbaker.com, and (760) 929-9303; and Walter Haines, Esq. of The United Employees Law Group, 5500 Bolsa Avenue, Suite 201, Huntington Beach, CA 92649, walter@whaines.com, and (310) 234-5678, to represent you and the other Class Members. Together, these lawyers are called Class Counsel. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel will ask the San Diego Superior Court to be paid for their attorneys’ fees in an amount of thirty-three (33.33%) percent of the Gross Settlement Amount or \$166,650, reimbursement of their reasonable litigation costs and expenses in the amount not to exceed \$45,000, and that Claims Administration be paid an amount not to exceed \$20,000. Class Counsel will also ask the Court for incentive or service award payments be paid to the named Plaintiffs as the Class Representatives for their significant efforts made on behalf of the entire Class, in the amounts of \$10,000 for Plaintiff Daniel L. Bloomquist and \$10,000 for Plaintiff Monica Martino Sberna, for a total of \$20,000. The San Diego Superior Court may award less than the amounts requested by Class Counsel. All of these amounts awarded by San Diego Superior Court will be deducted from the Gross Settlement Amount before making payments to Class members.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court if I don’t like the settlement?

You can object to the settlement if you do not like some or all of it. You must give reasons why you think the Court should not approve the settlement, and any reason not included in the written objection will not be considered by the Court. To object, your written objection must include: (1) the Lawsuit name and number (i.e. *Daniel L. Bloomquist, et al. v. Covance, Inc., et al.*, Case No. 37-2016-00026455), and the words, "I object to the Covance wage and hour settlement"; (2) all reasons for your objection; (3) your name, job title, address, telephone number, and your signature; (4) the name and address of any attorney representing you, if any; and (5) a statement saying whether you plan to personally appear at the Final Approval Hearing. You must include all the information requested or else the Court will not consider your objection.

Mail the objection to each of the following recipients so that it is postmarked no later than **October 16, 2020**:

| Claims Administrator | Class Counsel | Defense Counsel | Clerk of the Court |
|---|--|--|--|
| <i>Daniel L. Bloomquist, et al. v. Covance, Inc., et al.</i> , Case No. 37-2016-00026455, c/o ILYM Group, Inc., P.O. Box _____ [Insert Number], _____ [Insert Claims Administrator Address] | Patrick N. Keegan Keegan & Baker, LLP 2292 Faraday Avenue, Suite 100, Carlsbad, CA 92008 Walter Haines The United Employees Law Group, 5500 Bolsa Avenue, Suite 201, Huntington Beach, CA 92649 | Robert I. Steiner Mark A. Konkel Kelley Drye & Warren LLP 101 Park Avenue New York, New York 10178 | San Diego County Superior Court ATTN: Clerk's Office Hall of Justice, 330 West Broadway, San Diego, California 92101 |

To be valid and effective, any objections to the approval of the Settlement must be filed with the Clerk of the Court and properly served upon all of the above-listed attorneys and the Claims Administrator. Any member of the Class who does not make his or her objection in the manner provided here shall be deemed to have waived such objection, unless otherwise ordered by the Court. If the Court rejects your objection and approves that Settlement, you will still be bound by the terms of the Settlement.

THE COURT'S FINAL APPROVAL HEARING

The San Diego Superior Court will hold a hearing to decide whether to approve the settlement. You may attend and ask to speak at the hearing, but you don't have to.

20. When and where will the Court decide whether to approve the settlement?

The San Diego Superior Court will hold a hearing (the "Final Approval Hearing") shall be held on **December 4, 2020** at 9:30 a.m. in Department C-71 of the Superior Court of California for the County of San Diego, located at 330 West Broadway, San Diego, California 92101, before the Honorable Gregory W. Pollack, Judge of the San Diego County Superior Court. At the Final Approval Hearing, the San Diego Superior Court will consider whether the settlement is fair, reasonable, and adequate. The San Diego Superior Court will also consider Class Counsel's request for payment of attorney's fees and costs, the Claims Administrator's fees and costs, and the service awards to the Plaintiffs. If there are any valid objections, the San Diego Superior Court will consider them at that time. At the Final Approval Hearing, the San Diego Superior Court will also decide whether to approve the proposed settlement, whether and how much to award in response to Class Counsel's request for payment of attorney's fees and costs, the Claims Administrator's fees and costs, and the service awards to the Plaintiffs.

The hearing may be postponed without further notice to the Class; however, you can check the San Diego County Superior Court's website go to www.sdcourt.ca.gov or visit the Internet website at [www._____\[Insert Dedicated Website address\]](http://www._____[Insert Dedicated Website address]) to find out if the hearing date has changed. It is not necessary for you to appear at the hearing.

21. Do I have to attend the Final Approval Hearing?

No. It is not necessary for you to appear at the Final Approval Hearing. Class Counsel will answer any questions the Judge may have. But, you may choose to attend the Final Approval Hearing at your own expense. If you submit a timely, valid objection, the Court will consider it. You do not have to appear at the hearing to support your objection or pay a lawyer to attend the hearing, but you may if you wish.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will still receive money from this settlement. If you do nothing and the settlement becomes final, you will be bound by the Settlement and its provisions, and the Claims Administrator will mail to you an Individual Settlement Payment described in answer to Question 8 above.

GETTING MORE INFORMATION

23. Where can I get more information about the settlement?

(1) If you have any questions, please contact the Claims Administrator via U.S. Mail to *Daniel L. Bloomquist, et al. v. Covance, Inc., et al.*, Case No. 37-2016-00026455, c/o ILYM Group, Inc., P.O. Box _____ [Insert Number], _____ [Insert Claims Administrator Address] or via email at _____ [Insert Claims Administrator Email] or via telephone at _____ [Insert Claims Administrator 800 number] or via fax to _____ [Insert Claims Administrator 800 number] or visit the Internet website at [www._____\[Insert Dedicated Website address\]](http://www._____[Insert Dedicated Website address]).

(2) You may also visit the Internet website at [www._____\[Insert Dedicated Website address\]](http://www._____[Insert Dedicated Website address]) that has links to the settlement notice and the most important documents in the case, viewable free of charge.

(3) The pleadings and other records in this Lawsuit may be examined online on the San Diego County Superior Court's website. Go to www.sdcourt.ca.gov and click on "REGISTER OF ACTION" and enter case number "00026455", enter "2016" in "year filed", and click, "Search." The documents filed in this Class action are listed as Register of Actions Entries and some may available to view at a minimal charge. You can also see any document filed in the case by requesting the file at the San Diego County Superior Court, Hall of Justice, 330 West Broadway, San Diego, California 92101.

(4) You can also contact Class Counsel directly. Their contact information is set forth in answer to Question 16 above.

DO NOT WRITE OR CALL THE COURT OR THE CLERK OF THE COURT.

By Order of the Superior Court of the State of California for the County of San Diego.

Dated: July 17, 2020

/s/ Hon. Gregory W. Pollack
Judge of the San Diego County Superior Court