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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

RUBY DANIELSSON, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

BLOOD CENTERS OF THE PACIFIC, a
California corporation; BLOOD SYSTEMS,
an unknown business entity; VITALANT, an
unknown business entity; and DOES 2
through 100, inclusive,

Defendants.

Case No.: 3:19-cv-04592-JCS

Honorable Joseph C. Spero

CLASS ACTION

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: January 14, 2022
Time: 9:30 a.m.
Courtroom: F

Complaint Filed: March 29, 2019
FAC Filed: June 4, 2021
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, **Edwin Aiwarzian**, hereby declare as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California and all United States District Courts in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Ruby Danielsson in the above-captioned action. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the Los Angeles Superior Court. In October of 2000, I obtained a Litigation Paralegal Certificate from the *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by the law firm of *Girardi & Keese*.

5. At *Girardi & Keese*, my practice focused on class actions and other complex cases involving toxic torts and products liability. In addition, I gained substantial experience on cases involving insurance bad faith, premises liability, and medical negligence. While employed by *Girardi & Keese*, I argued approximately 100 motions, took or defended approximately 150 depositions, and prepared dozens of expert witnesses for deposition or trial.

6. Since its inception, in or around October of 2008, *Lawyers for Justice, PC* has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices or consumer fraud. Currently, we are the attorneys of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Our firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During this relatively short time, in association with other law firms, we have recovered millions of dollars on behalf of thousands of individuals in California.

EXAMPLES OF CLASS ACTION RESULTS

7. What follows are just a few examples of the type of results we have achieved on behalf of our clients:

a) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class and representative action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

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c) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class and representative action against a national property management company involving allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court granted final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is BC430918.

d) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class and representative action against a bank, involving allegations of misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval of the class and representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class and representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried “manager” positions. On May 22, 2014, the court granted final approval of the class and representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class action involving allegations of misclassification of the “Operations Manager” position. On September 16, 2014, the court granted plaintiffs’ motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

h) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class and representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of

1 the class and representative action settlement. The San Francisco County Superior Court Case
2 Number is CGC-13-532344.

3 i) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
4 and-hour class action involving allegations of misclassification of the salaried residential
5 “Property Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for
6 class certification. The Los Angeles County Superior Court Case Number is BC474784.

7 j) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
8 and-hour class and representative action against a national retailer of upscale hardware and home
9 furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final
10 approval of the class and representative action settlement. The Los Angeles County Superior
11 Court Case Number is JCCP4794.

12 k) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
13 and-hour class and representative action against a national retailer of apparel and fashion
14 accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final
15 approval of the class and representative action settlement. The Los Angeles County Superior
16 Court Case Number is BC488069.

17 l) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
18 and-hour class action against a national retailer of apparel, accessories, and home products,
19 involving allegations of misclassification of the “Department Manager” position. On August 12,
20 2016, the court granted plaintiffs’ motion for class certification in part and certified a class. The
21 Alameda County Superior Court Case Number is RG13680477.

22 m) Our firm represented the plaintiff in a representative action under the Private
23 Attorneys General Act, against a real estate and property management company, on behalf of non-
24 exempt employees. On November 4, 2016, the Court granted approval of the settlement. The
25 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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1 n) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class action against a full-service bank, on behalf of non-exempt employees. On
3 November 18, 2016, the court granted final approval of the class action settlement. The San
4 Francisco County Superior Court Case Number is CJC-13-004839.

5 o) Our firm represented the plaintiffs in a wage-and-hour class and
6 representative action against a foodservice distributor, on behalf of non-exempt employees. On
7 January 26, 2017, the court granted final approval of the class and representative action settlement.
8 The San Bernardino County Superior Court Case Number is CIVDS1507260.

9 p) Our firm, on behalf of the plaintiff and respondent in a PAGA representative
10 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
11 employer's motion to compel arbitration, which resulted in a published opinion by the California
12 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply*, 9
13 Cal.App.5th 439 (Cal. App. 4th Dist., Mar. 7, 2017), review denied, cert. denied (U.S. Supreme
14 Court Docket No. 17-254).

15 q) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
16 and-hour class and representative action against a consumer packaging company, on behalf of non-
17 exempt employees. On March 10, 2017, the court granted final approval of the class and
18 representative action settlement. The Los Angeles County Superior Court Case Number is
19 BC590429.

20 r) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
21 and-hour class action and representative action against a manufacturer of food service industry
22 supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval
23 of the class and representative action settlement. The Orange County Superior Court Case Number
24 is 30-2015-00810013-CU-OE-CXC.

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s) Our firm represented the plaintiff in a wage-and-hour class and representative action against a property management company, on behalf of non-exempt employees. On June 14, 2017, the court granted final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is BC586234.

t) Our firm represented the plaintiffs in a wage-and-hour class action and representative action against a food company on behalf of non-exempt employees. On June 30, 2017, the court granted final approval of the class and representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175871.

u) Our firm represented the plaintiffs in a wage-and-hour class action and representative action against a chocolate company on behalf of non-exempt employees. On July 19, 2017, the court granted final approval of the class and representative action settlement. The Alameda County Superior Court Case Number is RG15764300.

v) Our firm represented the plaintiffs in a wage-and-hour class action and representative action against a manufacturer of plastic containers on behalf of non-exempt employees. On October 31, 2017, the court granted final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is BC577233.

w) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class action and representative action against a property management company on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an order granting final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is JCCP 4819.

x) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class action and representative action against a global provider of flexible office space solutions. On February 15, 2018, the court entered an order granting final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is BC498401.

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y) Our firm, in association with co-counsel, represented the plaintiff in a wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees. On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare County Superior Court Case Number is VCU264528.

z) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

aa) Our firm, in association with co-counsel, represented the plaintiff in a representative action under the Private Attorneys General Act, against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the Court granted approval of the settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

bb) Our firm represented the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is JCCP 4886.

cc) Our firm, in association with other counsel, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law and finding, in part, that employer arbitration agreements are unenforceable where they block a PAGA claim from proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

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dd) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is JCCP 4921.

ee) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

ff) Our firm represented the plaintiff in a wage-and-hour class and representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

gg) Our firm, in association with other counsel, represented the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

hh) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Number is RICJCCP4930.

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ii) Our firm represented the plaintiffs in a wage-and-hour class and PAGA representative action against a plastic packaging company on behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1507361.

jj) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

PRELIMINARY APPROVAL

8. Attached hereto as "**EXHIBIT 1**" is a true and correct copy of the fully executed Stipulation of Settlement of Class Action and Release of Claims and Amendment No. 1 to Stipulation of Settlement of Class Action and Release of Claims (together, "Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff Ruby Danielsson ("Plaintiff") and Defendant Vitalant, f/k/a Blood Systems, Inc. formerly d/b/a Blood Centers of the Pacific ("Defendant") (collectively, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice") and Class Action Fairness Notice ("CAFA Notice"). The documents are attached to the Settlement Agreement as "Exhibit 1" and "Exhibit B" respectfully.

9. The effectiveness of Lawyers *for* Justice, PC ("Class Counsel") in prosecuting the above-entitled action has translated into tangible monetary benefits for the Class Members in the following respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, no recovery at all; (2) a guaranteed result that compares favorably with other similar settlements of this type given the strengths and weaknesses of the case; and (3) significant savings in litigation costs and expenses that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

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10. I have been actively engaged in this litigation since the action commenced on March 29, 2019, as have several other members of Lawyers for Justice, PC. The ongoing work has been extensive, demanding, and ultimately successful in achieving a substantial settlement resolution. Before filing this lawsuit, Class Counsel investigated and researched the facts and circumstances underlying the pertinent issues and applicable law. This required thorough discussions and interviews with Plaintiff and multiple Class Members, and research into the various legal issues in this case, namely, the current state of the law as it applied to class certification, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, representative claims under the Private Attorneys General Act (“PAGA”), Plaintiff’s allegations, and Defendant’s potential defenses. Based on Class Counsel’s research and investigations, Class Counsel determined that Plaintiff’s claims were well-suited for adjudication on a class and representative basis owing to what appeared to be a common course of conduct affecting a similarly-situated group of non-exempt employees of Defendant within the State of California.

11. Based on information provided by Defendant, the Class is estimated to consist of approximately five hundred fifty-six (556) individuals.

12. Over the course of this litigation, Plaintiff and Defendant engaged in extensive settlement negotiations to try to resolve this lawsuit. These efforts included participating in a private mediation on July 16, 2020, conducted by Mark S. Rudy, Esq., a well-respected mediator who is highly experienced in mediating complex wage-and-hour matters. After significant informal and formal discovery, extensive investigations into the facts of the case, and with the aid of the mediator’s evaluation, the Parties ultimately reached the proposed Settlement. During all settlement discussions, the Parties conducted their negotiations at arm’s length in an adversarial position. Arriving at a settlement that was acceptable to both Parties was not easy. Defendant and its counsel felt strongly about its ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial. Thus, after conducting investigations and formal and informal discovery and exchange of information, extensive settlement negotiations, and with the aid of the mediator’s evaluation, the

1 Parties have agreed that this matter is well-suited for settlement given the legal issues relating to
 2 Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further
 3 litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Claims of
 4 Plaintiff and Settlement Class Members, with respect to Released Parties.

5 13. Prior to reaching the Settlement, the Parties exchanged information and discussed
 6 various aspects of the case, including but not limited to, the risks and delays of further litigation,
 7 the risks to the parties of proceeding with class certification and/or representative adjudication, the
 8 law relating to off-the-clock theory and meal and rest periods, PAGA representative claims, and
 9 the evidence produced and analyzed, and the possibility of appeals, among other things. The
 10 Parties used the pre-mediation time period to investigate the veracity, strength, and scope of the
 11 claims. Class Counsel interviewed Plaintiff as well as other Class Members and percipient
 12 witnesses in order to obtain information about the case, including, *inter alia*, information about
 13 the nature of the work they performed and the hours that they worked while employed by
 14 Defendant. The information obtained assisted Class Counsel in calculating the value of the claims
 15 and the monetary recovery that could potentially be awarded to the Class Members, and also
 16 permitted a full and complete understanding of Defendant's employment policies, practices, and
 17 procedures. This information proved invaluable in negotiating the Settlement with Defendant and
 18 reaching the amount that fairly and adequately compensates the Class Members for their claims.

19 14. Prior to reaching the Settlement, Plaintiff propounded multiple sets of written
 20 discovery requests in various forms and noticed the depositions of Defendant's Person Most
 21 Knowledgeable designees. Class Counsel reviewed a large amount of data and documents,
 22 including but not limited to: Plaintiff and other Class Members' employment records, a detailed
 23 sampling of Class Members' time data, multiple iterations Defendant's Employee Handbook,
 24 company policy acknowledgements (including, but not limited to, Meal and Rest Period Policy
 25 Acknowledgement, Employee Acknowledgement of Receipt of Meal Period and Rest Period
 26 Policy, California Meal Period and Rest Breaks Policy Acknowledgement, and Employee
 27 Acknowledgement of Receipt of California Policy Regarding Meal Period and Rest Breaks),
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1 internal memoranda, job descriptions, new hire orientation checklist, Defendant's operations and
2 employment practices, agreements (including, but not limited to, Revocation of Meal Period
3 Waivers, California Exceptions Record for Missed Meal Period and/or Rest Breaks, California
4 Consent and Agreement for Waiver of Meal Periods, and California Revocation of Meal Period
5 Waivers), forms, procedures, and policies (including, but not limited to, California Meal Period
6 and Rest Breaks Policy, Overtime Compensation policy, and Payroll Time Reports policy), among
7 other information and documents. The Parties also met and conferred on numerous occasions over
8 issues relating to the pleadings, jurisdiction, discovery, mediation, and settlement negotiations.

9 15. Counsel for the Parties have further invested time researching the applicable law,
10 which is constantly evolving as it relates to jurisdiction, class certification, representative
11 adjudication, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, PAGA
12 claims, Plaintiff's claims, and Defendant's defenses, as well as facts and evidence produced and
13 analyzed.

14 16. During all settlement discussions, the parties conducted their negotiations at arm's
15 length in an adversarial position. The Settlement that has been reached is a fair, reasonable, and
16 adequate resolution of this case.

17 17. Subject to approval by the Court, the parties have reached a settlement for a Gross
18 Settlement Amount of Two Million Three Hundred Thousand Dollars (\$2,300,000) on a non-
19 reversionary basis on behalf of Class Members. The Net Settlement Amount will be used to pay
20 Individual Settlement Payments to Class Members who do not submit a timely and valid Request
21 for Exclusion ("Settlement Class Members"). The entire Net Settlement Amount will be
22 distributed to Settlement Class Members.

23 18. Under the terms of the Settlement, the Net Settlement Amount refers to the amount
24 remaining after deducting the following amounts from the Gross Settlement Amount: (1)
25 attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$805,000)
26 and reimbursement of litigation costs and expenses not to exceed \$50,000 to Class Counsel
27 (collectively referred to as the "Attorneys' Fees and Costs"); (2) Class Representative
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Enhancement Payment of up to \$8,500 to Plaintiff; (3) Settlement Administration Costs of up to \$15,000 to the Settlement Administrator; and (4) \$187,500 to the Labor & Workforce Development Agency (“LWDA”) for its share of the amount allocated toward civil penalties under PAGA (“LWDA Payment”). Assuming the allocations towards these payments are awarded in full, the Net Settlement Amount that will be available for distribution to Settlement Class Members is estimated to be One Million Two Hundred Thirty-Four Thousand Dollars (\$1,234,000). A review of past comparable class settlements involving the same or similar clients, claims, and/or issues also shows that the settlement here is fair and falls within the range of possible approval. Attached hereto as “**EXHIBIT 2**” is a true and correct copy of a chart showing information on some of Class Counsel’s other wage and hour class action settlements with issues similar to those here.

19. After obtaining competing bids from multiple potential settlement administrators ranging from \$9,000 to \$15,996, the Parties agreed to retain Phoenix Settlement Administrators (“Phoenix” or “Settlement Administrator”), which quoted \$9,000.00, to handle the notice and settlement administration process. Based on my experience in wage and hour class and PAGA settlements, these administration costs are not just reasonable, they are modest. The Parties preferred to retain Phoenix over its competitors because counsel on both sides have had positive experience working with Phoenix in the past. Further, as set forth in the Declaration of Michael E. Moore on Behalf of Phoenix Settlement Administrators, the Proposed Settlement Administrator (“Phoenix Decl.”), Class Counsel used Phoenix as the settlement administrator on approximately eleven (11) cases in the past two years. Phoenix Decl., ¶ 12. The Parties respectfully request that this Court appoint Phoenix to serve as the Settlement Administrator. Phoenix will format and print the Class Notice, mail the Class Notice to all Class Members and re-mail any returned or undeliverable Class Notices as necessary; and receive, review, and process written requests to be excluded from the Settlement (“Requests for Exclusion”), written objections (“Notices of Objection”), and disagreements with the number of Workweeks credited to each Class Member (“Workweeks Disputes”). Phoenix will also transmit all required payments (including, *inter alia*,

1 distributing the Individual Settlement Payment checks); provide weekly reports to counsel for the
 2 parties; issue necessary W-2, 1099, or other tax forms to Plaintiff, Settlement Class Members, and
 3 Class Counsel; perform necessary tax withholdings and reporting; provide necessary declarations,
 4 and perform all other usual and customary duties for administering a class action settlement. The
 5 Settlement Administration Costs are currently estimated not to exceed Fifteen Thousand Dollars
 6 (\$15,000) and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

7 20. Subject to approval by the Court and pursuant to Federal Rule of Civil Procedure
 8 23(h), Class Counsel will file an application for Attorneys' Fees and Costs for attorneys' fees in
 9 an amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$805,000) and
 10 reimbursement of litigation costs and expenses in an amount not to exceed Fifty Thousand Dollars
 11 (\$50,000) to Class Counsel, as provided for by the Settlement. While not necessarily required to
 12 be demonstrated because the percentage fee that is sought is proper for this settlement, Lawyers
 13 for Justice, PC has spent approximately 663.90 hours to date in connection with this matter
 14 performing tasks on behalf of Plaintiff and the Class Members and to ultimately obtain a recovery.
 15 Lawyers for Justice, PC spent a significant number of hours to obtain a substantial recovery and
 16 anticipates spending additional time through the notice and settlement administration process, and
 17 to seek final approval of the Settlement. The allocation for an award of attorneys' fees in the
 18 amount of up to \$805,000 is fair, reasonable, and adequate, and an enhancement of the base
 19 lodestar is warranted should this Court follow the lodestar cross-check method at the time of
 20 considering Plaintiff's contemplated motion for final approval and for, among other things,
 21 attorneys' fee. The ongoing work has been extensive, demanding, and ultimately successful in
 22 achieving a substantial settlement resolution.

23 21. The California Supreme Court has held that the reasonable hourly rate used for the
 24 lodestar calculation is the "prevailing [rate] in the community for similar work." *PLCM Group v.*
 25 *Drexler* (2000) 22 Cal.4th 1084, 1095; see also *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132
 26 (stating that "the lodestar is the basic fee for comparable legal services in the community"). Courts
 27 in California have approved comparable hourly rates for similar work performed by other attorneys
 28

in the community. see, e.g., *Campbell v. Best Buy Stores, L.P.* (C.D. Cal. 2016) No. LA CV12-07794 JAK (JEMx), 2016 WL 6662719, at *9 (finding that hourly rates between \$375 and \$875 for attorneys were reasonable in a wage-and-hour class action filed in Los Angeles County); see *Rodriguez v. County of Los Angeles*, 96 F. Supp. 3d 1012, 1023 (C.D. Cal. 2014), aff'd, 891 F.3d 776 (9th Cir. 2018) (finding that plaintiff's requested hourly rate of \$975 was supported by his strong reputation and experience). The work performed in this particular case, the background of our firm, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and representative actions, support a reasonable blended hourly rate of compensation at the rate of at least \$650 for work performed by Class Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$650 per hour for legal services performed, by courts granting final approval in other cases: final approval of the class action settlement in *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court Case No. 34-2017-00220214-CU-OEGDS) was granted on February 21, 2020, and the award of attorneys' fees involved an hourly rate of \$766.05; final approval of the class and representative action settlement in *Alice Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County Superior Court Case No. RG16835813) was granted on June 11, 2019, and the award of attorneys' fees involved an hourly rate of \$764.82; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved a higher hourly rate of \$831.38; final approval of the class and representative action settlement in *Maryjo Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was granted on May 15, 2018, and the award of attorney's fees involved a higher hourly rate of \$780.77; and final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015- 00175871) was granted on June 30, 2017, and the award of attorneys' fees involved a higher hourly rate of \$845.64.

22. The Settlement also provides for reimbursement of litigation costs and expenses in an amount not to exceed Fifty Thousand Dollars (\$50,000). Prior to the final approval hearing, Class Counsel intends to seek reimbursement of its litigation costs in the precise amount that will be demonstrated in its motion thereon. Based on an initial analysis of our costs to date and estimated costs we expect to incur through administration of the Settlement, I believe this amount will be fair and reasonable.

23. Class Counsel respectfully requests that the Court preliminary approve the allocation for the Class Representative Enhancement Payment of Eight Thousand Five Hundred Dollars (\$8,500) to Plaintiff Ruby Danielsson. The contemplated Class Representative Enhancement Payment is fair and appropriate. Plaintiff spent a substantial amount of time and effort to produce relevant documents and past employment records, and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed her and actively tried to obtain information that would benefit the Class Members. Accordingly, it is appropriate and just for Plaintiff to receive a reasonable Class Representative Enhancement Payment, in addition to her Individual Settlement Payment, for her services on behalf of the Class.

ESTIMATE OF THE NATURE AND VALUE OF THE CLAIMS

24. In reaching the Settlement, the parties have taken into account the information they obtained from Plaintiff, Class Members, and percipient witnesses, as well as a volume of documents and data, including and not limited to, time records, and Defendant's operations and employment policies, practices, and procedures. Class Counsel analyzed class data provided by Defendant ahead of the mediation session on July 16, 2020. The available information enabled the Parties to determine the potential value and strengths of the claims, and to estimate the potential claim of each Class Member, in preparation for the mediation. Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the claims of Class Members, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. Following the mediation and settlement negotiations, the Parties agreed that this case was well-suited for settlement given the legal issues

1 relating to the claims, as well as the costs and risks to both sides that would attend further litigation.
2 The Settlement takes into account the strengths and weaknesses of each side's position and the
3 uncertainty of how the case might have concluded at certification, trial, and/or appeals.

4 25. Plaintiff contended that Defendant's uniform policies, practices, and procedures
5 required putative class members to perform work during meal and rest periods and before
6 clocking-in and after clocking-out. For example, Plaintiff contended that Plaintiff and other Class
7 Members performed job duties prior to clocking in and after clocking out for their shifts. Plaintiff
8 contended that she and Class Members were required to work off-the-clock to complete various
9 tasks, including, responding to questions and instructions from supervisors, assisting other
10 employees with job duties, setting up and refreshing computer systems, dropping off items
11 requested by supervisors or other co-workers, updating information on databases, and setting up
12 mobiles. Plaintiff also contended that meal and rest periods were often interrupted and cut short
13 by questions and instructions regarding work tasks from supervisors, co-workers, and patients at
14 least three times a week. Additionally, Plaintiff alleged that Defendant intentionally and willfully
15 failed to pay Plaintiff and other Class Members all wages due to them while they were employed
16 by Defendant, within the time period permissible under California law, and upon termination,
17 within the time period permissible under California law, thereby triggering waiting-time penalties
18 under California Labor Code section 203. Plaintiff contended that, based on the violations
19 described herein, the wage statements provided by Defendant and the payroll records kept by
20 Defendant were inaccurate and therefore violated Plaintiff. Finally, Plaintiff contended that
21 Defendant failed to reimburse Plaintiff and the other Class Members for necessary business
22 expenses, including but not limited to, the costs associated with the use of personal cell phones for
23 work-related duties.

24 26. Defendant contended, *inter alia*, that its practices, policies, and procedures complied
25 with the law, and that it paid Class Members over the California and federal minimum wage for
26 all hours worked and correctly paid overtime for all overtime hours worked. Defendant further
27 contended that all employees were required to record all time worked, were given the opportunity
28

to make any necessary revisions or changes to their time, and were instructed to inform Defendant of any non-compliant meal or rest periods and that Defendant was not aware that any work had been performed off-the-clock or during meal and rest periods. Defendant was adamant that no waiting-time penalties should be awarded because the waiting time penalties are derivative of each and every other underlying cause of action, and contended that it paid the terminated employees all wages due and owing. Moreover, Defendant emphasized that, under California Labor Code section 203, employers are only obligated to pay waiting-time penalties if they “willfully” fail to pay wages due and owing at the time of termination or resignation. Defendant also contended that Plaintiff and Class Members suffered no actual injury from the alleged wage statement violations and that this cause of action is entirely derivative of the other causes of action or from the alleged recordkeeping violations. Defendant further contended that it has a policy and practice of reimbursing employees for necessary business-related expenses. Defendant vigorously challenged the likelihood of Plaintiff’s success in establishing that any of provisions of the California Labor Code, on which the UCL claim and civil penalties under PAGA are predicated, were violated and that such violations were injurious. Defendant also emphasized courts have wide discretion when assessing penalties under PAGA. Finally, throughout this litigation, Defendant argued that individual liability issues predominate, because Class Members worked in different locations, worked different shifts, and performed different job duties, and Defendant further contended that these circumstances would raise highly individualized questions of fact and would pose challenges to class certification and the merits of Plaintiff’s claims.

27. Class Counsel considered information obtained through investigations and from Plaintiff and other Class Members, as well as class data provided by Defendant, and created damages/valuation models prior to reaching the Settlement. Based thereon, Plaintiff calculated the potential value of each of the above-discussed claims. However, the potential value of each claim assumed an exposure based on the case having been certified as a class action and Plaintiff having proven all elements of the claims and damages, despite risks associated with obtaining and maintaining class certification, risks to establishing liability and any underlying California Labor

Code violations and damages, and significant additional costs that would have to be incurred in order to certify the case and establish liability and damages. Plaintiff also faced the risk of the Court finding that individualized issues predominate, such that the action is not suitable for class or representative treatment. While Class Counsel disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

- a. Failure to Pay Overtime Wages Under California Labor Code: The potential value of the overtime claim under California Labor Code § 510 was estimated to be \$1,990,959.18. At this juncture, a discount of 40% was applied to account for the risks associated with obtaining and maintaining certification (bringing the value of this claim closer to \$1,194,575.51), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$597,287.76), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$238,915.10).
- b. Failure to Pay Minimum Wages Under California Labor Code: The potential value of the minimum wage claim under California Labor Code § 1194, 1197, and 1197.1 was estimated to be \$1,327,142.94. At this juncture, a discount of 40% was applied to account for the risks associated with obtaining and maintaining certification (bringing the value of this claim closer to \$796,285.76), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$318,514.30), and a discount of 75% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$79,628.58).

- c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of the meal period claim was estimated to be \$3,981,428.82. At this juncture, a discount of 30% was applied to account for the risks associated with obtaining and maintaining certification (bringing the value of this claim closer to \$2,787,000.17), a discount of 40% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$1,672,200.10), and a discount of 50% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$836,100.05).
- d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of the rest period claim was estimated to be \$3,981,428.82. At this juncture, a discount of 30% was applied to account for the risks associated with obtaining and maintaining certification (bringing the value of this claim closer to \$2,787,000.17), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$1,393,500.09), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$557,400.04).
- e. Failure to Timely Pay Wages after Termination: The potential value of the waiting time penalties claims was estimated to be \$3,012,463.20. At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining certification (bringing the value of this claim closer to \$1,204,985.28), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$481,994.11), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$192,797.64).

- f. Failure to Provide Compliant Wage Statements: The potential value of the noncompliant wage statement claim was estimated to be \$1,323,750.00. At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining certification (bringing the value of this claim closer to \$661,875.00), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$264,750.00), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$105,900.00).
- g. Failure to Maintain Requisite Payroll Records: Arguably, this civil penalty would only be recoverable by the Labor Commissioner, however, Plaintiff asserts a cause of action under PAGA. Therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.
- h. Failure to Reimburse Necessary Business Expenses: The potential value of the business expense reimbursement claim was estimated to be \$244,770.00. At this juncture, a discount of 40% was applied to account for the risks associated with obtaining and maintaining certification (bringing the value of this claim closer to \$146,862.00), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$58,744.80), and a discount of 50% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$29,372.40).
- i. PAGA Penalties: The potential value of the PAGA claim was estimated to be \$508,750.00. At this juncture, a discount of 25% was applied to account for the risks associated with proving manageability (bringing the value of this claim closer to \$381,562.50), a discount of 25% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this

claim closer to \$286,171.88), and a discount of 25% was applied to account for the risks associated with obtaining an award of civil penalties and the Court's discretion to reduce civil penalties (bringing the value of this claim closer to \$214,628.91).

28. The foregoing discussion confirms that the amount of the Settlement is adequate in light of the merits of this case, Plaintiff's allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, the costs and expenses of further litigation and certification, and risks to recovery and applied appropriate discounts.

29. This matter involves highly-disputed claims and is the product of compromise. Class Counsel submits that the settlement presented for preliminary approval is within a reasonable range of recoveries for this type of litigation, and is fair, reasonable, adequate, and in the best interest of the Class Members, given the inherent cost and risks of further litigation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 17th day of November 2021, at Glendale, California.

/s/ Edwin Aiwarzian

Edwin Aiwarzian

EXHIBIT 1

STIPULATION OF SETTLEMENT OF CLASS ACTION AND RELEASE OF CLAIMS

This Stipulation of Settlement of Class Action and Release of Claims (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiff Ruby Danielsson (“Plaintiff” or “Class Representative”) and Vitalant (“Defendant” or “Vitalant”) on behalf of Defendant and all other parties named by Plaintiff in the Operative Complaint in this Action, and Vitalant’s past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, executors, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, consultants, subcontractors, predecessors, successors, assigns, and joint venturers, and all persons acting under, by, through, or in concert with any of them, and each of them. The term “Defendant” when used in this Agreement, shall include Vitalant and all other parties named by Plaintiff in the Operative Complaint in this Action, and Vitalant’s past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, executors, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, consultants, subcontractors, predecessors, successors, assigns, and joint venturers, and all persons acting under, by, through, or in concert with any of them, and each of them. Parties specifically negotiated for this definition of the term “Defendant” in light of the corporate history of Vitalant. Plaintiff and the Class are represented by Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of Lawyers for Justice, PC (“Class Counsel”). Defendant is represented by Thomas M. McInerney and Lisa M. Bowman of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

On March 29, 2019, Plaintiff commenced a putative class action case in Superior Court of the State of California, County of San Francisco, Case No. CGC-19-574926, and on August 7, 2019, Defendant removed the action to the U.S. District Court for the Northern District, where it is currently pending, entitled *Danielsson v. Vitalant f/k/a Blood Systems, Inc. formerly d/b/a Blood Centers of the Pacific (erroneously sued as Blood Centers of the Pacific and Blood Systems)*, Case No. 3:19-cv-04592 (the “Action” or “Lawsuit”) before Joseph C. Spero, Chief Magistrate Judge of the U.S. District Court for the Northern District of California (“the Court”).

Plaintiff alleges class claims including: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Meal Period Premiums; (3) Failure to Pay Rest Period Premiums; (4) Failure to Pay Minimum Wages; (5) Failure to Pay Timely Pay Final Wages; (6) Failure to Pay Wages Timely During Employment; (7) Failure to Furnish Accurate and Compliant Wage Statements; (8) Failure to Maintain Requisite Payroll Records; (9) Failure to Reimburse Business Expenses; and (10) Unfair Business Practices.

On October 5, 2020, the California Labor and Workforce Development Agency (“LWDA”) was advised of the Action and its allegations and Plaintiff’s intent to seek civil penalties under Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA”).

On June 4, 2021, by stipulation of the parties to implement this Settlement, the First Amended Complaint for Damages and Enforcement Under The Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* was filed in the Action (“Operative Complaint”).

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle the Action and Released Claims. Accordingly, Plaintiff and Defendant agree as follows:

1. Conditional Class. For purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to conditional certification of the following Class (also referred to herein as “Class Members”):

All current and former non-exempt employees of Vitalant working for Blood Centers of the Pacific, BloodSource, Inc., and/or Vitalant at any time during the period from March 29, 2015 and October 15, 2020 (the “Class Period”), who worked for Defendant’s operations in the State of California at operations and sites formerly known as Blood Centers of the Pacific.

The Parties agree that certification for the purpose of settlement is not an admission that class certification is proper under Section 382 of the California Code of Civil Procedure or Rule 23 of the Federal Rules of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement, as described in Section 14 below.

As used in this Settlement Agreement, “Settlement Class Members” or “Settlement Class” means all Class Members after excluding any person who submits a timely and valid request for exclusion as provided in this Settlement Agreement.

2. “Effective Date” means: (a) the date when the Final Approval Order is signed, if there are no objectors, or (b) in the event there are objectors, thirty (30) calendar days after service of notice of entry of the Final Approval Order and Judgment on the Parties and all objectors to the Settlement without any appeals or request for review being taken, or (c) orders affirming said Final Approval Order and Judgment or denying review after exhaustion of all appellate remedies, if appeals or requests for review have been taken.

3. Release. As of the Effective Date, Plaintiff and every member of the Settlement Class will release and discharge Defendant Vitalant f/k/a Blood Systems, Inc. formerly d/b/a Blood Centers of the Pacific, including its past and present parents, subsidiaries and affiliates, and any of their respective past or present predecessors, assigns, representatives, officers, trustees, directors, members, shareholders, employees, agents, principals, representatives, accountants, auditors, attorneys, consultants, and each of their respective successors and predecessors in interest (collectively the “Released Parties”) as follows:

A. Settlement Class Members will release all causes of action and factual or legal theories that were alleged in the Operative Complaint or reasonably could have been alleged in the Operative Complaint based on the facts and legal theories contained in the Operative Complaint, including all of the following claims for relief: (1) overtime pay; (2) meal period violation premium pay; (3) rest period violation premium pay; (4) minimum wage pay; (5) waiting time penalties for failure to pay all wages owed at termination; (6) statutory penalties for failure to timely pay wages during employment, (7) statutory penalties for non-compliant wage statements; (8) failure to keep payroll records; (9) unreimbursed business expenses; (10) violations of California’s unfair business practices law; (11) civil penalties under the Labor Code

Private Attorneys General Act ("PAGA") based on the afore-referenced claims; (12) any other claims or penalties under the wage and hour laws pleaded in the Action based on the afore-referenced claims and as alleged in the Operative Complaint; and (13) all damages, penalties, interest and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including but not limited to the California Labor Code as to the facts alleged in the Action, the applicable Wage Orders as to the facts alleged in the Operative Complaint, and the California Unfair Competition Law (collectively, the "Released Claims"). The period of the release shall extend to the limits of the Class Period. The *res judicata* effect of the Judgment will be the same as that of the release.

- B. In light of the Class Representative Enhancement Payment (described in Section 4.C(3)), Plaintiff has agreed to release, in addition to the Released Claims described above, all claims, whether known or unknown, suspected or unsuspected, under federal, state or local law, which exist or may exist against the Released Parties at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant, including her separation of employment from Defendant. Plaintiff understands that this release includes unknown claims and that she is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

The Parties further acknowledge, understand, and agree that this representation and commitment is essential to the Settlement and that this Settlement Agreement would not have been entered into were it not for this representation and commitment.

4. Gross Settlement Amount. As consideration, Defendant agrees to pay a non-reversionary maximum amount ("Gross Settlement Amount") of \$2,300,000.00 in full and complete settlement of this matter, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer the Settlement. 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.
- B. Defendant shall fund the Gross Settlement Amount pursuant to the Settlement Administrator's wire transfer instructions within thirty (30) calendar days following the Court's Final Approval of this Settlement.

C. The Gross Settlement Amount includes:

- (1) All payments to the Settlement Class;
- (2) All costs of the Settlement Administrator associated with the administration of the Settlement;
- (3) Up to \$8,500 for the Class Representative Enhancement Payment in recognition of Plaintiff's contributions to the Lawsuit and her service to the Settlement Class. Even in the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding;
- (4) Up to thirty five percent (35%) of the Gross Settlement Amount (\$805,000.00) in attorneys' fees, plus actual costs and expenses related to the Lawsuit, which are not to exceed \$50,000, as supported by declaration. Even in the event that the Court reduces the requested attorneys' fees and costs, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding; and
- (5) \$250,000.00 of the Gross Settlement Amount that shall be allocated as civil penalties pursuant to PAGA. Per California Labor Code section 2699(i), 75% of such penalties, or \$187,500.00, will be payable to the Labor & Workforce Development Agency ("LWDA") for its share of PAGA penalties, and the remaining 25%, or \$62,500.00, will be payable to the Settlement Class as part of the Net Settlement Amount.
- (6) The employee's portion of all federal, state, and local taxes that may be owed by employee by virtue of the receipt of any portion of the monetary payment provided under this Agreement. Defendant shall pay its portion of all federal, state, and local taxes on the wages portion of Individual Settlement Payments provided under this Agreement, separately and in addition to the Gross Settlement Amount. Plaintiff agrees to indemnify and hold Defendant harmless from any and all liability, including, without limitation, all penalties, interest, and other costs that may be imposed by the Internal Revenue Service or other governmental agencies regarding any tax obligations that may arise from the monetary consideration made to Plaintiff under this Agreement.

D. Defendant represents that the total number of Workweeks from March 29, 2015 to June 20, 2020 is 48,954. If this number increases by more than 10% for the same time period, then the Gross Settlement Amount shall correspondingly increase by the same percentage.

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5. Payments to the Settlement Class. Settlement Class Members are not required to submit a claim form to receive a payment (“Individual Settlement Payment”). The Notice of Class Action Settlement (“Class Notice”), which is attached hereto as “Exhibit A,” shall state that Class Members who wish to receive Individual Settlement Payments need not do anything except keep the Settlement Administrator apprised of a current mailing address in order to receive an Individual Settlement Payment check following the Effective Date of the Settlement. Individual Settlement Payments will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, the Class Representative Enhancement Payment, the Settlement Administrator’s costs, and the LWDA’s 75% share of the PAGA penalties. The remaining amount shall be known as the “Net Settlement Amount.”
- B. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid as described below:

The Settlement Administrator shall calculate the total number of Workweeks of each Settlement Class Member (“Individual Workweeks”) and the total number of Workweeks of all Settlement Class Members (“Total Workweeks”) during the Class Period. To determine each Settlement Class Member’s Individual Settlement Payment, the Settlement Administrator will divide the Individual Workweeks by the Total Workweeks and multiply this ratio by the Net Settlement Amount.

- C. Within fourteen (14) calendar days following funding of the Gross Settlement Amount as described in Section 4.B, the Settlement Administrator will calculate each Settlement Class Member’s Individual Settlement Payment and will prepare and mail Individual Settlement Payments to Settlement Class Members.
- D. Each Individual Settlement Payment shall be allocated as described in Section 5.B. IRS Forms W-2 and 1099 will be distributed to Settlement Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Settlement Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; 80% will be allocated to penalties, interest, and non-wage damages for which IRS Forms 1099-MISC will be issued.
- E. Each Settlement Class Member who receives an Individual Settlement Payment must cash or negotiate that check within one hundred and eighty (180) calendar days from the date the Settlement Administrator mails the check. In the event any Individual Settlement Payment check has not been cashed or negotiated within one hundred and eighty (180) calendar days, the Settlement Administrator shall tender the funds represented by such uncashed checks to the Unclaimed Property Division maintained by the State Controller’s Office in the name of the Settlement Class Member whose check is cancelled. The Parties agree that this disposition results in

no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they all cash their Individual Settlement Payment checks. Therefore, Defendant will not be required to pay any interest on said amounts. The Settlement Administrator shall prepare a report regarding the distribution plan, including and not limited to the unused funds as set forth in this Section, in accordance with the Court’s orders.

- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

6. Attorneys’ Fees and Costs. Defendant will not object to the request for Class Counsel’s attorneys’ fees in an amount up to thirty five percent (35%) of the Gross Settlement Amount, which is currently estimated to be \$805,000.00, plus actual costs and expenses, which are not to exceed \$50,000. These amounts will cover any and all work performed and any and all costs incurred in connection with the Lawsuit, including without limitation all work performed and all costs incurred to date, and all work to be performed and costs to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award allowed by the Court.

7. Class Representative Enhancement Payment. Defendant will not object to a request for a Class Representative Enhancement Payment of up to \$8,500 to Plaintiff for her time and efforts in prosecuting the Action. This award will be in addition to Plaintiff’s Individual Settlement Payment as a Settlement Class Member, and shall be reported on an IRS Form 1099 by the Settlement Administrator.

8. Settlement Administrator. Plaintiff and Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator, nor to the request to seek approval to pay up to \$15,000 to the Settlement Administrator for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Payments and preparing all checks and mailings. The Settlement Administrator shall be authorized to pay itself in full for administration of the entire Gross Settlement Amount, from the Gross Settlement Amount, only after Individual Settlement Payments have been mailed to all Settlement Class Members.

The Settlement Administrator shall have no claim for payment from Defendant with respect to any services provided by the Settlement Administrator except as otherwise expressly set forth in this Settlement Agreement.

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9. Preliminary Approval. Upon execution of this Settlement Agreement, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Class for purposes of this Settlement Agreement;
- B. Appointing Edwin Aiwarzian, Arby Aiwarzian, and Joanna Ghosh of Lawyers *for* Justice, PC as Class Counsel;
- C. Appointing Ruby Danielsson as Class Representative for the Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Class Notice and directing the mailing of same; and
- G. Scheduling a Final Approval Hearing.

10. Notice to the Class. Following preliminary approval, the Class shall be notified as follows:

- A. Within twenty (20) business days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the following information (the “Class Data”): last known full names, last known addresses, last known telephone numbers, and social security numbers (in electronic format) of the members of the Class, and the number of weeks of each Class Member worked during the Class Period (“Workweeks”). Workweeks will be calculated by including for each Class Member any week that Class Member recorded time worked.
- B. Within seven (7) calendar days from receipt of the Class Data, the Settlement Administrator shall: (i) run the names of all Class Members through the National Change of Address (“NCOA”) database to determine any updated addresses for Class Members; (ii) update the addresses of any Class Member for whom an updated address was found through the NCOA search; and (iii) mail a Class Notice to each Class Member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Each Class Notice will provide: (a) information regarding the nature of the Lawsuit; (b) a summary of the Settlement’s principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked for Defendant during the Class Period; (e) each Class Member’s estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) instructions on how to submit Requests for Exclusion, Notices of Objection, or Workweeks disputes; (h) the deadlines by which the Class Member must postmark Requests for Exclusions or Notices of

Objection; (i) the claims to be released, as set forth herein; and (j) the date for the Final Approval Hearing.

- D. Any Class Notices returned to the Settlement Administrator as undelivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Class Notice. If an updated mailing address is identified, the Settlement Administrator shall resend the Class Notice to the Class Member promptly, and in any event within three (3) business days of obtaining the updated address. Class Members to whom Class Notices are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, Notice of Objection, or Workweeks dispute. Class Notices that are re-sent shall inform the recipient of this adjusted deadline.
- E. Any Class Member who wishes to opt out of the Settlement must mail a written request to be excluded from the Settlement (“Request for Exclusion”) to the Settlement Administrator within forty five (45) calendar days of the date of the initial mailing of the Class Notice (the “Response Deadline”).
- i. The Request for Exclusion must: (1) contain the full name, address, telephone number, and last four digits of the Social Security number of the Class Member; (2) be signed by the Class Member; (3) contain the case name and number of the Action; (4) clearly state that the Class Member wishes to be excluded from the Settlement; and (5) be mailed to the Settlement Administrator at the addresses specified in the Class Notice, postmarked by the Response Deadline. If the Request for Exclusion does not contain the information listed in items (1)-(4), it will not be deemed valid for exclusion from this Settlement, except a Request for Exclusion that does not contain a Class Member’s telephone number and/or last four digits of his or her social security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who validly requests to be excluded from the Settlement will no longer be a member of the Settlement Class, will not be entitled to any recovery under this Settlement Agreement, and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon.
 - ii. If ten percent (10%) or more of eligible Class Members validly submit a Request for Exclusion, Defendant may, at its discretion, elect to rescind the Settlement by communicating that decision to both the Settlement Administrator and Class Counsel in writing within fourteen (14) calendar days of the Response Deadline. Should Defendant exercise this option,

Defendant will be responsible for any costs and fees incurred by the Settlement Administrator as of the date of its rescission.

- iii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Member to object to the Settlement or opt out of the Settlement, or encourage any Settlement Class Member to appeal from the Final Approval Order or Judgment.

- F. Class Members who do not opt out may object to this Settlement Agreement as explained in the Class Notice by submitting a written objection (“Notice of Objection”) to the Settlement Administrator (who shall provide all objections as received to Class Counsel and Defendant’s counsel). To be valid, any Notice of Objection must be mailed to the Settlement Administrator, postmarked no later than the Response Deadline, and must: (1) contain the full name, address, telephone number, and last four digits of the Social Security number of the Class Member; (2) be signed by the Class Member; (3) contain the case name and number of the Action; and (4) contain a written statement of all grounds for the objection accompanied by any legal support for such objection.
- G. Class Members will have the opportunity, should they disagree with the number of Workweeks credited to them under the Settlement, as stated in their Class Notice, to dispute the Workweeks credited to them and provide documentation and/or an explanation to show contrary information (“Workweeks Dispute”). Any such Workweeks Dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline, and must: (1) contain the full name, address, telephone number, and last four digits of the Social Security number of the Class Member; (2) be signed by the Class Member; (3) contain the case name and number of the Action; and (4) contain a written statement explaining the number of Workweeks the Class Member contends should be credited to the Class Member along with supporting documentation. If there is a Workweeks Dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. If the Parties cannot come to a consensus, outstanding disputes will be submitted to the Court for a resolution at Final Approval.

11. CAFA Notice. Pursuant to CAFA, within ten (10) calendar days after Plaintiff files her motion for preliminary approval of the Settlement, the Settlement Administrator will mail a notice of proposed settlement pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S. C. § 1715, substantially in the form attached to this Settlement Agreement as “**Exhibit B**” (“CAFA Notice”), to the Attorney General of the United States and the Attorney General of the State of California. The Parties intend and believe that the CAFA Notice pursuant to the procedures described in this section comply with the requirements of CAFA; will seek approval of these procedures for CAFA Notice in Plaintiff’s motion for preliminary approval of the Settlement; and will request the Court to adjudicate the validity of the CAFA Notice in the motion for final approval of the Settlement and bar any Class Member’s claim to void or avoid the Settlement under CAFA.

12. **Final Approval.** Following the Response Deadline, Plaintiff shall apply to the Court for entry of an order and judgment granting final approval (the “Final Approval Order and Judgment”), as follows:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Making final the conditional certification of the Settlement Class for settlement purposes only;
- C. Approving Plaintiff’s and Class Counsel’s application for attorneys’ fees and costs, and the Class Representative Enhancement Payment; and
- D. Entering judgment.

13. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code section 1152 and Federal Rules of Evidence, Rules 408 and 501, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement.

14. **Nullification of Settlement Agreement.** In the event that this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims described herein:

- A. This Settlement Agreement shall be *void ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
- B. The conditional class certification (obtained for any purpose) shall be *void ab initio* and of no force and effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
- C. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Lawsuit, including with respect to the issue of class certification.

15. **Certification of the Settlement Class.** The Parties stipulate to conditional class certification for the Class Period for purposes of settlement only. In the event that this stipulation is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein, the conditional class certification (obtained for any purpose) shall be *void ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issues, substantive or procedural,

regarding class- or representative-action treatment, or regarding the merits (or lack thereof) of the claims asserted in the Lawsuit.

16. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by counsel for the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

17. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Thomas M. McInerney, Ogletree, Deakins, Nash, Smoak & Stewart,
P.C.
One Embarcadero Center, Suite 900, One Market Plaza, San
Francisco, California 94111
Thomas.McInerney@ogletree.com

if to Plaintiff: Edwin Aiwarzian, Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
edwin@calljustice.com

18. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

18. Counterparts. This Settlement Agreement may be executed by one or more Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, this Settlement Agreement is executed by and on behalf of the settling parties and their duly authorized attorneys, as of the day and year herein set forth.

IT IS SO AGREED.

Dated: 08/19/2021, 2021

PLAINTIFF

Electronically Signed 2021-08-19 16:31:44 UTC - 98.207.186.237
AssureSign® Ruby Danielsson 730e2930-543b-4971-a802-ad8800045fcd

Ruby Danielsson
Plaintiff and Proposed Class Representative

Dated: August 11, 2021

DEFENDANT



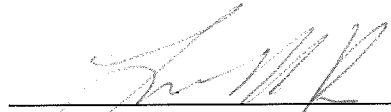
Bhavi Shah

Executive Vice President, Chief Legal Officer, General
Counsel & Assistant Secretary
Vitalant

APPROVED AS TO FORM:

DATED: August 13, 2021

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

By: 

Thomas M. McInerney
Attorney for Defendant

DATED: August 19, 2021

LAWYERS FOR JUSTICE, PC

By: 

Edwin Aiwazian
Attorney for Plaintiff

EXHIBIT B



**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

Attorneys at Law

One Embarcadero Center, Suite 900
San Francisco, CA 94111
Telephone: 415-442-4810
Facsimile: 415-442-4870
www.ogletree.com

Thomas M. McInerney
415-442-4871
Thomas.McInerney@ogletree.com

Date

<<Name>>
<<Company>>
<<Address1>>
<<Address2>>
<<City, State Zip>>

Re: Class Action Fairness Act Notice

Danielsson v. Vitalant f/k/a Blood Systems, Inc. formerly d/b/a Blood Centers of the Pacific (erroneously sued as Blood Centers of the Pacific and Blood Systems)
United States District Court for the Northern District of California
Case No. 3:19-cv-04592

Dear Attorney General:

You are hereby notified that a potential settlement has been reached and is awaiting preliminary approval in the matter of *Danielsson v. Vitalant f/k/a Blood Systems, Inc. formerly d/b/a Blood Centers of the Pacific (erroneously sued as Blood Centers of the Pacific and Blood Systems)*, Case No. 3:19-cv-04592, before Joseph C. Spero, Chief Magistrate Judge of the U.S. District Court for the Northern District of California. Enclosed with this notice is a copy of the following documents in accordance with 28 U.S.C. § 1715:

- Plaintiff's Complaint filed in the Action;
- Plaintiff's Motion for Preliminary Approval of Settlement;
- Stipulation of Settlement of Class Action and Release of Claims ("Settlement Agreement");
- Proposed Preliminary Approval Order, to be entered by the Court preliminarily approving the terms of the Settlement Agreement;
- Notice of Class Action Settlement

For settlement purposes, the class is defined as follows:

All current and former non-exempt employees of Vitalant working for Blood Centers of the Pacific, BloodSource, Inc. and/or Vitalant at any time during the period from March 29, 2015 and October 15, 2020 (the "Class Period"), who worked for



**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

Attorneys at Law

One Embarcadero Center, Suite 900
San Francisco, CA 94111
Telephone: 415-442-4810
Facsimile: 415-442-4870
www.ogletree.com

Defendant's operations in the State of California at operations and sites formerly known as Blood Centers of the Pacific.

The Class Period for this matter means *the period from March 29, 2015, through October 15, 2020*. The majority of the class members reside in California. Pursuant to 28 U.S.C. § 1715(b)(7)(A), a list of known class member names whose last known state of residence is in your state is included **[on the enclosed CD]**.

Defendant will fund a settlement fund in the total amount of \$2,300,000.00 to cover all Individual Settlement Payments, Class Representative Enhancement Payment, attorneys' fees and costs to Class Counsel, and the costs of the Settlement Administrator. Each Individual Class Member, who does not opt out of the Settlement, will receive a pro rata share of the Net Settlement Amount based on the number of Workweeks the Class Member worked during the Class Period.

Lastly, there is not yet a judgment, final dismissal, or any judicial opinion regarding the remaining materials described under 28 U.S.C. § 1715(b)(6), (b)(8). (28 U.S.C. § 1715(b)(6), (b)(8)). There is also no date yet for the Final Approval Hearing.

If you have any questions, please feel free to contact me directly.

Sincerely,

Thomas M. McInerney

TMM:bt

Enclosures

45680076.1

Edwin Aiwarzian (Cal. State Bar No. 232943)
 edwin@calljustice.com
 Arby Aiwarzian (Cal. State Bar No. 269827)
 arby@calljustice.com
 Joanna Ghosh (Cal. State Bar No. 272479)
 joanna@calljustice.com
LAWYERS for JUSTICE, PC
 410 West Arden Avenue, Suite 203
 Glendale, California 91203
 Telephone: (818) 265-1020
 Facsimile: (818) 265-1021

Attorneys for Plaintiff Ruby Danielsson
[additional counsel on following page]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

RUBY DANIELSSON, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

BLOOD CENTERS OF THE PACIFIC, a California corporation; BLOOD SYSTEMS, an unknown business entity; VITALANT, an unknown business entity; and DOES 2 through 100, inclusive,

Defendants.

Case No.: 3:19-cv-04592-JCS

Honorable Joseph C. Spero

**AMENDMENT NO. 1 TO STIPULATION
 OF SETTLEMENT OF CLASS ACTION
 AND RELEASE OF CLAIMS**

Complaint Filed: March 29, 2019
 FAC Filed: June 4, 2021
 Trial Date: None Set

**OGLETREE, DEAKINS, NASH, SMOAK & STEWART,
P.C.**

Thomas M. McInerney (Cal. State Bar No. 162055)

Lisa M. Bowman (Cal. State Bar No. 253843)

One Embarcadero Center, Suite 900

San Francisco, California 94111

Tel: 415.442.4810

Fax: 415.442.4870

tmm@ogletree.com

lisa.bowman@ogletree.com

Attorneys for Defendant VITALANT,

f/ka Blood Systems, Inc.

formerly d/b/a Blood Centers of the Pacific,

erroneously sued herein as Blood Centers of the

Pacific and Blood Systems

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

Plaintiff Ruby Danielsson (“Plaintiff”), on behalf of herself and on behalf of other members of the general public similarly situated and other aggrieved employees, and Defendant Vitalant, f/k/a Blood Systems, Inc. formerly d/b/a Blood Centers of the Pacific (“Defendant”), pursuant to Section 16 of the Stipulation of Settlement of Class Action and Release of Claims entered into on or around August 19, 2021 (“Original Agreement”), hereby agree to amend and supplant the Original Agreement, as stated herein. The amendments stated herein are incorporated by this reference:

A. Section 4.C(5) of the Original Agreement is hereby amended to state as follows:

\$250,000.00 of the Gross Settlement Amount that shall be allocated as civil penalties pursuant to PAGA. Per California Labor Code section 2699(i), 75% of such penalties, or \$187,500.00, will be payable to the Labor & Workforce Development Agency (“LWDA”) for its share of PAGA penalties (“LWDA Payment”), and the remaining 25%, or \$62,500.00, will be payable to the Settlement Class as part of the Net Settlement Amount. Within fourteen (14) calendar days following funding of the Gross Settlement Amount as described in Section 4.B., the Settlement Administrator will distribute the Court-approved LWDA Payment to the LWDA.

B. Section 6 of the Original Agreement is hereby amended to state as follows:

Attorneys’ Fees and Costs. Defendant will not object to the request for Class Counsel’s attorneys’ fees in an amount up to thirty five percent (35%) of the Gross Settlement Amount, which is currently estimated to be \$805,000.00, plus actual costs and expenses, which are not to exceed \$50,000. These amounts will cover any and all work performed and any and all costs incurred in connection with the Lawsuit, including without limitation all work performed and all costs incurred to date, and all work to be performed and costs to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Within fourteen (14) calendar days following funding of the Gross Settlement Amount as described in Section 4.B., the

Settlement Administrator will distribute the Court-approved Attorneys' Fees and Costs to Class Counsel. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award allowed by the Court. If the Court approves less than the amount requested by Class Counsel, the difference between the requested and awarded amounts will be included in the Net Settlement Amount and distributed *pro rata* to the Settlement Class Members as set forth in Section 5.B.

C. Section 7 of the Original Agreement is hereby amended to state as follows:

Class Representative Enhancement Payment. Defendant will not object to a request for a Class Representative Enhancement Payment of up to \$8,500 to Plaintiff for her time and efforts in prosecuting the Action. Within fourteen (14) calendar days following funding of the Gross Settlement Amount as described in Section 4.B., the Settlement Administrator will distribute the Court-approved Class Representative Enhancement Payment to Plaintiff. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member, and shall be reported on an IRS Form 1099 by the Settlement Administrator. If the Court approves less than the amount requested by Class Counsel, the difference between the requested and awarded amounts will be included in the Net Settlement Amount and distributed *pro rata* to the Settlement Class Members as set forth in Section 5.B.

D. Section 8 Of the Original Agreement is hereby amended to state as follows:

Settlement Administrator. Plaintiff and Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator, nor to the request to seek approval to pay up to \$15,000 to the Settlement Administrator for its services from the Gross Settlement Amount ("Settlement Administration Costs"). The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Payments and preparing all checks and mailings.

Within fourteen (14) calendar days following funding of the Gross Settlement Amount as described in Section 4.B., the Settlement Administrator shall be authorized to pay itself in full for the Court-approved Settlement Administration Costs from the Gross Settlement Amount, only after Individual Settlement Payments have been mailed to all Settlement Class Members. If the Settlement Administration Costs are less than the amount requested, the difference will be included in the Net Settlement Amount and distributed *pro rata* to the Settlement Class Members as set forth in Section 5.B.

The Settlement Administrator shall have no claim for payment from Defendant with respect to any services provided by the Settlement Administrator except as otherwise expressly set forth in this Settlement Agreement.

E. Section 10.B of the Original Agreement is hereby amended to state as follows:

Within seven (7) calendar days from receipt of the Class Data, the Settlement Administrator shall: (i) run the names of all Class Members through the National Change of Address (“NCOA”) database to determine any updated addresses for Class Members; (ii) update the addresses of any Class Member for whom an updated address was found through the NCOA search; and (iii) mail a Class Notice via First Class U.S. mail to each Class Member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

F. Section 10.F of the Original Agreement is hereby amended to state as follows:

Class Members who do not opt out may object to this Settlement Agreement as explained in the Class Notice by submitting a written objection (“Notice of Objection”) to the Court (which shall provide electronic notices of filings to Class Counsel and Defendant’s counsel). To be valid, any Notice of Objection must be submitted to the Court either by mailing it to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San

Francisco, California 94102 or by filing it in person at any location of the United States District Court for the Northern District of California, filed or postmarked on or before the Response Deadline, and must: (1) contain the full name, address, telephone number, and last four digits of the Social Security number of the Class Member; (2) be signed by the Class Member; (3) contain the case name and number of the Action; and (4) contain a written statement of all grounds for the objection accompanied by any legal support for such objection.

G. The Notice of Class Action Settlement attached to the Original Agreement as “Exhibit A” is hereby replaced with the revised Notice of Class Action Settlement attached hereto as “Exhibit 1.”

Dated: October 4, 2021

LAWYERS for JUSTICE, PC

By: /s/ Edwin Aiwarzian
Edwin Aiwarzian
Attorneys for Plaintiff

Dated: October 4, 2021

**OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.**

By: /s/ Lisa M. Bowman
Lisa M. Bowman
Attorneys for Defendant

**“I hereby attest that I have on file all
holographic signatures corresponding
to any signature (/S/) within this e-filed
document.”**

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Ruby Danielsson v. Blood Centers of the Pacific, et al.
United States District Court for the Northern District of California,
Case No. 3:19-cv-04592-JCS

You have received this Notice because records of Vitalant f/k/a Blood Systems, Inc. formerly d/b/a Blood Centers of the Pacific (“Defendant”) indicate that you were a non-exempt employee of Vitalant working for Blood Centers of the Pacific, BloodSource, Inc. and/or Vitalant at any time during the time period between March 29, 2015 and October 15, 2020 who worked for Vitalant’s operations in the State of California at operations and sites formerly known as Blood Centers of the Pacific.

You do not need to take any action to receive an Individual Settlement Payment and, unless you submit a timely and valid Request for Exclusion, your legal rights may be affected.

This Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, if you so choose.

PLEASE READ THIS NOTICE CAREFULLY. This Notice relates to a proposed settlement of a class action lawsuit. It contains important information about your right to object to or not be included in the settlement.

The United States District Court for the Northern District of California (the “Court”), in the case of *Ruby Danielsson v. Blood Centers of the Pacific, et al.*, United States District Court for the Northern District of California, Case No. 3:19-cv-04592-JCS (the “Action”) preliminarily approved a proposed class action settlement on **[Preliminary Approval Date]**. A hearing shall be held on **[Final Approval Hearing Date]** (“Final Approval Hearing”) to determine whether final approval of the class action settlement should be granted.

YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiff Ruby Danielsson (“Plaintiff”) and Vitalant f/k/a Blood Systems, Inc. formerly d/b/a Blood Centers of the Pacific (erroneously sued as Blood Centers of the Pacific and Blood Systems) (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) in the Action, which may affect your legal rights.

I. DEFINITIONS

“**Class**” means all current and former non-exempt employees of Vitalant working for Blood Centers of the Pacific, BloodSource, Inc. and/or Vitalant at any time during the Class Period, who worked for Vitalant’s operations in the State of California at operations and sites formerly known as Blood Centers of the Pacific.

“**Class Member**” means an individual who falls within the definition of the Class.

“**Class Period**” means the period from March 29, 2015 through October 15, 2020.

II. BACKGROUND OF THE LAWSUIT

The Action was commenced on March 29, 2019, in the Superior Court of the State of California, County of San Francisco. Defendant removed the case to federal court, where it is currently pending. The First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. (“FAC” or Operative Complaint”) was filed on June 4, 2021. Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, failed to provide compliant meal breaks and rest breaks and associated premiums, failed to timely pay wages and associated waiting-time penalties, failed to provide accurate wage statements, failed to maintain payroll records, failed to reimburse business expenses, and thereby, engaged in unfair business practices and conduct giving rise to penalties under the California Labor Code Private Attorneys General Act (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, attorneys’ fees and costs and any damages recoverable under federal, state or local law for such alleged conduct.

Defendant denies all of the allegations in the Action. Defendant denies that it violated any law and Defendant contends that at all times it has complied with federal, state, and local laws.

The Parties participated in a full-day mediation with a respected class action mediator, and as a result of the mediation, the Parties reached a settlement. The Parties have since entered into the Stipulation of Settlement of Class Action and Release of Claims (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on [Preliminary Approval Date]. The Court has preliminarily appointed Plaintiff Ruby Danielsson as the representative of the Class (“Class Representative”), and has preliminarily appointed the following Plaintiff’s counsel as counsel for the Class (“Class Counsel”)

Lawyers for Justice, PC
 Edwin Aiwazian, Esq.
 Arby Aiwazian, Esq.
 Joanna Ghosh, Esq.
 410 West Arden Avenue, Suite 203
 Glendale, California 91203
 Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from or object to the settlement, if you so choose, as explained more fully in Section IV below.

The Settlement represents a compromise and settlement of highly disputed claims, and it is not an expression by the Court of an opinion concerning the merits of any claim or defense or the truth of any of the allegations in the Action. Nothing in the Settlement is intended or will be construed as an admission by the Defendant that the claims in the Action have merit or that the Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The maximum settlement consideration is Two Million Three Hundred Thousand Dollars (\$2,300,000) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not timely and properly elect to opt out of the Settlement (“Settlement Class Members”) is referred to as the “Net Settlement Amount.”

The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$805,000 of \$2,300,000) for attorneys’ fees and an amount not to exceed Fifty Thousand Dollars (\$50,000) for reimbursement of reasonable litigation costs and expenses to Class Counsel; (2) Class Representative Enhancement Payment in the amount of Eight Thousand Five Hundred Dollars (\$8,500) to Plaintiff for her services in the Action; (3) payment to the Labor and Workforce Development Agency (“LWDA”) of its 75% share of the amount that is allocated to penalties under PAGA (i.e., \$187,500 to the LWDA out of \$250,000); (4) and Settlement Administration Costs (which are currently estimated not to exceed \$15,000).

Settlement Class Members will be entitled to receive payment under the Settlement of their share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks that he or she worked for Defendant as a non-exempt employee in California during the Class Period (“Workweeks”). To determine each Settlement Class Member’s Individual Settlement Payment, the Settlement Administrator will calculate the total number of Workweeks of each Class Member (“Individual Workweeks”) and the total number of Workweeks of all Class Members (“Total Workweeks”) during the Class Period. The Settlement Administrator will then divide the Individual Workweeks by the Total Workweeks of all Settlement Class Members and multiply this ratio by the Net Settlement Amount.

Each Individual Settlement Payment shall be allocated as twenty percent (20%) as wages (“wages portion”), and eighty

percent (80%) as penalties, interest, and non-wage damages (collectively, the “non-wage portion”). Settlement Class Members will be issued payment of their Individual Settlement Payment after reduction for required employee-side taxes, contributions, withholding with respect to the wages portion of the Individual Settlement Payment. The wages portion will be reported by way of IRS Form W-2 and the non-wage portion will be reported by way of IRS Form 1099.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to each Settlement Class Member at his or her address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must make sure to provide your correct mailing address to the Settlement Administrator in a timely fashion, to ensure receipt of payment that you may be entitled to.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

Between March 29, 2015 to October 15, 2020, you worked for Defendant (i.e., Blood Centers of the Pacific, BloodSource, Inc. and/or Vitalant) as an non-exempt employee for [REDACTED] Workweeks.

If you wish to dispute the number of Workweeks credited to you, you must mail a written dispute (“Workweeks Dispute”) to the Settlement Administrator, postmarked **no later than [Response Deadline]**, at the address listed in Section IV.B below.

The Workweeks Dispute must include: (a) your full name, address, telephone number, and last four digits of your Social Security Number; (b) the case name and number of the Action (*Ruby Danielsson v. Blood Centers of the Pacific, et al.*, Case No. 3:19-cv-04592-JCS); (c) be signed by you; and (d) a statement indicating that you seek to dispute number of Workweeks credited to you and the number of Workweeks that you contend should be credited to you; and (e) documentation and/or other facts supporting your position.

C. Your Estimated Individual Settlement Payment

As explained above, your estimated Individual Settlement Payment is based on your number of Workweeks.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[Estimated ISP].

Your Individual Settlement Payment reflected on this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower than estimated, and is subject to reduction for required employee-side payroll taxes, contributions, and withholdings with respect to the wages portion of the Individual Settlement Payment. Payment will be distributed only after the Court approves the Settlement, and after the Settlement goes into effect.

D. Released Claims

As of the Effective Date, Plaintiff and every member of the Settlement Class will release and discharge Defendant Vitalant f/k/a Blood Systems, Inc. formerly d/b/a Blood Centers of the Pacific, including its past and present parents, subsidiaries and affiliates, and any of their respective past or present predecessors, assigns, representatives, officers, trustees, directors, members, shareholders, employees, agents, principals, representatives, accountants, auditors, attorneys, consultants, and each of their respective successors and predecessors in interest (collectively the “Released Parties”) from all causes of action and factual or legal theories that were alleged in the Operative Complaint or reasonably could have been alleged in the Operative Complaint based on the facts and legal theories contained in the Operative Complaint, including all of the following claims for relief: (1) overtime pay; (2) meal period violation premium pay; (3) rest period violation premium pay; (4) minimum wage pay; (5) waiting time penalties for failure to pay all wages owed at termination; (6) statutory penalties for failure to timely pay wages during employment, (7) statutory penalties for non-compliant wage statements; (8) failure to keep payroll records; (9) unreimbursed business expenses; (10) violations of California’s unfair business practices law; (11) civil penalties under the Labor Code Private Attorneys General Act (“PAGA”) based on the afore-referenced claims;

(12) any other claims or penalties under the wage and hour laws pleaded in the Action based on the afore-referenced claims and as alleged in the Operative Complaint; and (13) all damages, penalties, interest and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including but not limited to the California Labor Code as to the facts alleged in the Action, the applicable Wage Orders as to the facts alleged in the Operative Complaint, and the California Unfair Competition Law (collectively, the “Released Claims”). The period of the release shall extend to the limits of the Class Period.

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

A. Participate in the Settlement

If you want to receive money from the Settlement, you do not have to do anything. You will automatically receive your Individual Settlement Payment as indicated above in this Notice, if the Court grants final approval of the Settlement, unless you decide to exclude yourself from the Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the claims described above in Section III.D of this Notice. As a member of the Class, you will not be separately responsible for the payment of attorney’s fees or reimbursement of litigation expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you may seek exclusion from the Settlement by mailing a written request for exclusion (“Request for Exclusion”) to the Settlement Administrator, postmarked **on or before [Response Deadline]**, at the following address:

Danielsson v. Blood Centers of the Pacific, et al.
c/o [ADMIN]
[Address]

A Request for Exclusion must include: (a) your full name, address, telephone number, and last four digits of your Social Security number; (b) your signature; (c) the case name and number of the Action (*Ruby Danielsson v. Blood Centers of the Pacific, et al.*, Case No. 3:19-cv-04592-JCS); and (d) clearly state that you wish to be excluded from the Settlement.

If the Court grants final approval of the Settlement, any Class Member who timely and properly elects to opt out of the Settlement will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement Agreement (and the release of claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement.

Any Class Member who does not timely and properly elect to opt out from the Settlement by submitting a Request for Exclusion will be bound by all terms of the Settlement, including those pertaining to the release of claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the terms of the Settlement by submitting a written objection (“Notice of Objection”) to the Court either by mailing it to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102 or by filing it in person at any location of the United States District Court for the Northern District of California, filed or postmarked **on or before the [Response Deadline]**, at the address listed in Section IV.B above. You can only submit a Notice of Objection as long as you have not submitted a Request for Exclusion. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement.

A Notice of Objection must include: (a) the objector’s full name, address, telephone number, and last four digits of his or her Social Security number; (b) your signature; (c) the case name and number of the Action (*Ruby Danielsson v. Blood*

Centers of the Pacific, et al., Case No. 3:19-cv-04592-JCS); and (d) contain a written statement of all grounds for the objection accompanied by any legal support for such objection.

If you choose to submit a Notice of Objection, you may (but are not required to) enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney. If you choose to have your own attorney, you will be solely responsible for the fees and costs of your own attorney. You do not need to appear to have your Notice of Objection considered by the Court.

V. FINAL APPROVAL HEARING

The Court will hold a hearing in Courtroom F located in the San Francisco Courthouse, 450 Golden Gate Avenue, 15th Floor, San Francisco, California 94102, on [Final Approval Date], at [Time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to rule on the request for payment of Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs.

The hearing may be continued without further notice to the Class Members. Please check the Court's PACER site at <https://ecf.cand.uscourts.gov> to confirm that the date has not been changed. It is not necessary for you to appear at the Final Approval Hearing.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court. You may review the Settlement Agreement and other court records by using Public Access to Court Electronic Records System ("PACER") (for a fee) through the Court's PACER system at <https://ecf.cand.uscourts.gov> or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays, contacting the Settlement Administrator or Class Counsel, or by accessing them at www. [redacted]. This website will be updated periodically to update the Class on any developments in the case.

PLEASE DO NOT TELEPHONE THE COURT OR OFFICE OF THE CLERK OF THE COURT FOR INFORMATION REGARDING THE SETTLEMENT.

YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER IF YOU HAVE QUESTIONS: [Administrator's toll-free number].

YOU MAY ALSO CONTACT CLASS COUNSEL IF YOU HAVE ANY QUESTIONS.

EXHIBIT 2

Case	<i>Reed v. Quadramed Affinity Corporation</i> , San Bernardino County Superior Court, Case No. CIVDS1804388	<i>Torres v. Community Health Alliance of Pasadena</i> , Los Angeles County Superior Court, Case No. BC713396	<i>Anderson v. Kern Radiology Medical Group, Inc.</i> , Kern County Superior Court, Case No. BCV-15-101798	<i>Hernandez v. Mendocino Community Health Clinic, Inc.</i> , Mendocino County Superior Court, Case No. SCUK-CVK-2017-69051	<i>Hernandez v. Access Dental Plan, et al.</i> , Sacramento County Superior Court, Case No. 34-2017-00220944	<i>Bland, et al. v. Telecare Corporation</i> , Alameda Superior Court, Case No. Rg16811450	<i>Munoz, et al. v. Golden Valley Health Centers</i> , Stanislaus County Superior Court, Case No. 2012621
Reason for Inclusion in Chart	Involves similar employer/industry and claims	Involves similar employer/industry, claims, and class size	Involves similar employer/industry and claims	Involves similar employer/industry, claims, and class size	Involves similar employer/industry, claims, and class size	Involves similar employer/industry and claims	Involves similar employer/industry and claims
Date Court Approval Granted	3/2/21	11/2/20	7/8/20	1/10/20	8/23/19	11/21/18	5/22/18
Settlement Fund Amount	\$220,000.00	\$400,000.00	\$500,00.00	\$800,000.00	\$793,532.13	\$4,800,000.00	\$1,100,000.00
Class Members	35	405	643	572	462	5,962	1,091
Class Members to Whom Notice Was Sent	35	405	643	572	462	5,962	1,091
Notice Method	Individualized notice by mail.	Individualized notice by mail.	Individualized notice by mail.	Individualized notice by mail.	Individualized notice by mail.	Individualized notice by mail.	Individualized notice by mail.
Number and Percentage of Claim Forms Submitted	No claims process.	No claims process.	No claims process.	No claims process.	No claims process.	No claims process.	No claims process.
Average Recovery per Class Member	\$3,085.71	\$525.70	\$386.68	\$780.69	\$992.73	\$455.08	\$569.24
Amounts Distributed to Cy Pres Recipient	Pending and to be determined.	Pending and to be determined.	\$14,785.30 to Special Advocates of Kern County.	\$6,043.55 to Alliance for Children's Rights.	Not applicable – funds transmitted to California State Controller's Office, Unclaimed Property Division, in names of Settlement Class Members whose checks were voided.	\$66,098.57 to California CASA Association.	Not applicable – funds transmitted to California State Controller's Office, Unclaimed Property Division, in names of Settlement Class Members whose checks were voided.

Administrative Costs	\$3,500.00	\$8,414.00	\$11,774.00	\$10,637.00	\$8,700.00	\$25,000.00	\$22,773.63
Attorneys' Fees	\$73,333.33	\$140,000.00	\$175,000.00	\$280,000.00	\$262,500.00	\$1,600,000.00	\$385,000
Attorneys' Costs	\$17,648.68	\$16,176.55	\$19,587.65	\$22,700.58	\$11,657.71	\$43,918.87	\$15,248.19