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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

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

13 Plaintiff,

14 vs.

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

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

Honorable Joseph C. Spero

CLASS ACTION

**[PROPOSED] ORDER GRANTING
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

1 This matter has come before the above-entitled Court on Plaintiff Ruby Danielsson's
 2 ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement. Having considered the
 3 Motion and the points and authorities and declaration submitted in support of the Motion, including
 4 the Stipulation of Settlement of Class Action and Release of Claims and Amendment No. 1 to
 5 Stipulation of Settlement of Class Action and Release of Claims (together, "Settlement,"
 6 "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, on behalf of herself
 7 and the proposed Class, and Defendant Vitalant, f/k/a Blood Systems, Inc. formerly d/b/a Blood
 8 Centers of the Pacific ("Defendant"), the Notice of Class Action Settlement ("Class Notice"), and
 9 Class Action Fairness Act Notice ("CAFA Notice"), and **GOOD CAUSE** appearing, **IT IS**
 10 **ORDERED** that the Motion is **GRANTED**, subject to the following findings and orders:

11 1. This Order incorporates by reference the definitions in the Settlement Agreement,
 12 which, together with the exhibits annexed thereto, set forth the terms and conditions for a proposed
 13 settlement of the above-captioned action ("Action"), and all terms defined therein shall have the same
 14 meaning in this Order as set forth in the Settlement Agreement.

15 2. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
 16 and reasonable. It appears to the Court that extensive investigation and costly investigation and
 17 research have been conducted such that counsel for the parties, at this time, are able to reasonably
 18 evaluate their respective positions. It further appears to the Court that the Settlement, at this time,
 19 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
 20 be presented by the further prosecution of the Action. It further appears that the Settlement has been
 21 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
 22 entered into in good faith.

23 3. The Court preliminarily finds that the Settlement, which provides for a Gross
 24 Settlement Amount of Two Million Three Hundred Thousand Dollars (\$2,300,000) appears to be
 25 within the range of reasonableness of a settlement that could ultimately be given final approval by
 26 this Court. The Gross Settlement Amount includes Attorneys' Fees and Costs, Class Representative
 27 Enhancement Payment, LWDA Payment, Settlement Administration Costs, and Individual
 28 Settlement Payments. The Court has reviewed the monetary recovery that is being granted as part

of the Settlement and preliminarily finds that the monetary settlement awards which will be distributed to Settlement Class Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. The Court hereby preliminarily approves the Settlement Agreement.

4. For settlement purposes only, the Court hereby conditional certifies the following Class:

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.

5. The Court finds that Plaintiff Ruby Danielsson is a suitable representative of the Class and hereby appoints her as representative for the Class conditionally certified by this Order.

6. The Court hereby appoints Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of Lawyers *for* Justice, PC as counsel for the Class, pursuant to Federal Rule of Civil Procedure 23(g). The Court finds Class Counsel has demonstrable experience in litigating, certifying, and settling class actions, and will serve as adequate counsel for the Class conditionally certified and approved by this Order.

7. Class Counsel is authorized to act on behalf of Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance through counsel of such individual’s own choosing and at such individual’s own expense. Any Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

8. The Court hereby appoints Phoenix Settlement Administrators (“Phoenix”) as the Settlement Administrator to administer the Settlement pursuant to the terms of the Settlement.

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9. Pursuant to California Labor Code section 2699(1), the Court has reviewed and hereby preliminary approves the sum of Two Hundred Fifty Thousand Dollars (\$250,000) of the Gross Settlement Amount to be paid as civil penalties pursuant to the California Labor Code Private Attorneys General Act (“PAGA”). The Court preliminary approves payment of seventy-five percent (75%) of the amount allocated to PAGA, or One Hundred Eighty-Seven Thousand Five Hundred Dollars (\$187,500), to the Labor and Workforce Development Agency (“LWDA Payment”) and inclusion of the remaining twenty-five percent (25%), or Sixty-Two Thousand Five Hundred Dollars (\$62,500) in the Net Settlement Amount.

10. The Court hereby approves, as to form and content, the Class Notice and CAFA Notice, attached hereto as “**EXHIBIT 1**” and “**EXHIBIT 2**” respectively, for distribution to the Class Members, in accordance with the Settlement Agreement.

11. The Court finds that the proposed plan for distribution of the Class Notice and CAFA Notice substantially in the manner and form as set forth in the Settlement Agreement and this Order meets the requirements of Federal Rule of Civil Procedure 23(e) and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court further finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement and how to seek exclusion from the Settlement or object to the Settlement.

12. Within twenty (20) business days from the date of entry of this Order, Defendant will provide the Settlement Administrator with the Class Data, as outlined in the Settlement Agreement. 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 Members 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.

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1 13. The Court preliminary approves the proposed procedures for Settlement Class
2 Members to receive payment of an Individual Settlement Payment. Class Members who do not
3 submit a timely and valid Request for Exclusion from the Settlement will receive a *pro rata* share
4 of the Net Settlement Amount.

5 14. The Court preliminarily approves the proposed procedure for requesting exclusion
6 from the Settlement. Any Class Member who wishes to opt out of the Settlement must mail a written
7 request to be excluded from the Settlement (“Request for Exclusion”) to the Settlement
8 Administrator within forty-five (45) calendar days of the date of the initial mailing of the Class
9 Notice (“Response Deadline”). Class Members to whom Class Notices are re-sent after having been
10 returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days
11 from the date of re-mailing, or until the Response Deadline is expired, whichever is later. The
12 Request for Exclusion must: (1) contain the full name, address, telephone number, and last four
13 digits of the Social Security number of the Class Member; (2) be signed by the Class Member; (3)
14 contain the case name and number of the Action; (4) clearly state that the Class Member wishes to
15 be excluded from the Settlement; and (5) be mailed to the Settlement Administrator at the addresses
16 specified in the Class Notice, postmarked by the Response Deadline. Any Class Member who
17 submits a timely and valid Request for Exclusion will not be bound by the terms of the Settlement.

18 15. The Court preliminary approves the proposed procedure for objecting to the
19 Settlement. Class Members who have not submitted a timely and valid Request for Exclusion
20 (“Settlement Class Members”), may object to the Settlement by submitting a written objection
21 (“Notice of Objection”) to the Court. To be valid, any Notice of Objection must be submitted to the
22 Court either by mailing it to the Class Action Clerk, United States District Court for the Northern
23 District of California, 450 Golden Gate Avenue, San Francisco, California 94102 or by filing it in
24 person at any location of the United States District Court for the Northern District of California,
25 filed or postmarked on or before the Response Deadline, and must: (1) contain the full name, address,
26 telephone number, and last four digits of the Social Security number of the Class Member; (2) be
27 signed by the Class Member; (3) contain the case name and number of the Action; and (4) contain a
28 written statement of all grounds for the objection accompanied by any legal support for such

objection.

16. A Final Approval Hearing shall be held before Honorable Joseph C. Spero in Courtroom F of the United States District Court of the Northern District of California, at the San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, California 94102, on _____, at 9:30 a.m., to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and to approve and award the Attorneys' Fees and Costs, Class Representative Enhancement Payment, and Settlement Administration Costs.

17. It is further ordered that all briefs in support of the Settlement, Final Approval, Class Counsel's motion for Class Representative Enhancement Payment and Attorneys' Fees and Costs, and approval of the Settlement Administration Costs, shall be served and filed with the Court on or before _____.

18. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those contemplated herein and in the Settlement Agreement, and pertaining to the administration of the Settlement.

19. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: _____

By: _____

The Honorable Joseph C. Spero
Judge of the United States District Court

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 a 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



**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

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