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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DANIEL ALCARAZ, an individual, on
behalf of himself and others similarly
situated,

PLAINTIFF,

v.

GRIFOLS BIOLOGICALS INC.; and DOES
1 thru 50, inclusive,

DEFENDANTS..

CASE NO. 21STCV42719

[Case Assigned for All Purposes to Hon.
Lawrence P. Riff in Dept. 7]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 6, 2023

Time: 3:00 PM

Dept.: 7

Complaint Filed: November 19, 2021

Trial Date: None Set

1 The Motion for Preliminary Approval of the Class Settlement came before this Court on
2 November 6, 2023, the Honorable Lawrence P. Riff, presiding. The Court, having considered the
3 papers submitted in support of the motion of the parties, **HEREBY ORDERS THE**
4 **FOLLOWING:**

5 1. The Court grants preliminary approval of the proposed settlement based upon the
6 terms set forth in the Class Action and PAGA Settlement Agreement (“Agreement”) filed
7 herewith. The Agreement appears to be fair, adequate, and reasonable to the Class. The Court
8 finds that: (a) the Agreement resulted from arm’s length negotiations; and (b) the Agreement is
9 sufficient to warrant notice of the Agreement to persons in the Class and a full hearing regarding
10 final approval of the Agreement.

11 2. For purposes of this Order, the proposed Class is defined as: “all former non-
12 exempt employees of Defendant in California who earned incentive compensation and meal or rest
13 premiums in the same workweek and who left employment with Defendant at any point from July
14 15, 2021 to March 25, 2022.”

15 3. The Class Period is November 19, 2018 through the date of preliminary approval.

16 4. For the purposes of this Order, the Aggrieved Employees are defined as: “all former
17 non-exempt employees of Defendant in California who earned incentive compensation and meal
18 or rest premiums in the same workweek and who left employment with Defendant at any point
19 from July 15, 2021 to March 25, 2022.”

20 5. The PAGA Period is November 19, 2020 through the date of preliminary approval.

21 6. The Agreement falls within the range of reasonableness and appears to be
22 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
23 and final approval by this Court.

24 7. The Court makes the following preliminary findings for settlement purposes only:

25 A. The Class, which consists of approximately 40 persons, is so numerous that
26 joinder of all members is impracticable;

27 B. There appear to be questions of law or fact common to the Class for purposes
28 of determining whether this Settlement should be approved;

 C. Plaintiff’s claims appear to be typical of the claims being resolved through

the proposed settlement;

D. Plaintiff appears to be capable of fairly and adequately protecting the interests of the Settlement Class Members in connection with the proposed settlement;

E. Common questions of law and fact appear to predominate over questions affecting only individual persons in the Settlement Class. Accordingly, the Settlement Class appears to be sufficiently cohesive to warrant settlement by representation; and

F. Certification of the Class appears to be superior to other available methods for the fair and efficient resolution of the claims of the Class .

8. The Court approves, as to form and content, the Notice of Class Action Settlement to Settlement Class Members in substantially the form attached to the Agreement as Exhibit “A”.

9. The Court approves the procedure for Settlement Class Members to opt out to the Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

10. The Court approves the procedure for Settlement Class Members to object to the Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

11. The Court directs the mailing of the Notice of Class Action Settlement and related documents to members of the Class by first class mail in accordance with the Agreement and the implementation schedule set forth below. The Court finds that the dates selected for the mailing and distribution of the notice, as set forth in the following implementation schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

12. It is ordered that the Settlement Class is preliminarily certified for settlement purposes only.

13. The Court confirms Kingsley & Kingsley, APC as Class Counsel.

14. The Court confirms Daniel Alcaraz as Class Representative.

15. The Court approves Phoenix Settlement Administrators as the Administrator.

16. The Court orders that pursuant to the California Private Attorneys General Act, Labor Code §§ 2698, et seq. (“PAGA”), statutory notice of this Agreement has been and will continue to be given to the Labor & Workforce Development Agency.

1 17. A final fairness hearing on the question of whether the proposed Agreement,
2 attorneys' fees and costs to Class Counsel, the PAGA payment, and the claims administration costs
3 should be finally approved as fair, adequate, and reasonable as to the members of the Class is
4 scheduled for _____ at _____ (Pacific Time), in Department 7.

5 18. The Court orders the following Implementation Schedule for further proceedings:

7	a.	Preliminary Approval Granted	_____
8	b.	Deadline for Defendant to Provide Settlement Class Members' Information to Administrator	15 Days from Entry of Preliminary Approval
9	c.	Administrator Shall Mail Notice to Settlement Class Members	14 Days from receipt of the Class List from Defendant
10	d.	Deadline for Postmark of Any Request for Exclusion	60 Days from Mailing of Notices
11	e.	Deadline for Postmark of Any Objection	60 Days from Mailing of Notices
12	f.	Deadline for Class Counsel to File Motion for Final Approval of Class Settlement	To be determined by the Court
13	g.	Deadline for Class Counsel to file Motion for Attorneys' Fees	To be determined by the Court
14	h.	Final Approval Hearing	_____

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21 19. IT IS FURTHER ORDERED that if the Court does not execute and file an Order
22 of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the
23 Agreement, does not occur for any reason, the Agreement and the proposed Settlement that is the
24 subject of this Order shall become null, void, unenforceable and inadmissible in any judicial,
25 administrative or arbitral proceeding for any purpose, and all evidence, court orders and
26 proceedings had in connection therewith, shall be without prejudice to the status quo ante rights
27 of the Parties to the litigation, as more specifically set forth in the Agreement.

28 20. IT IS FURTHER ORDERED that, pending further Order of this Court, all

1 proceedings in this matter except those contemplated herein and in the Agreement are hereby
2 stayed.

3 21. The Court expressly reserves the right to adjourn or continue the Final Fairness
4 Hearing from time to time without further notice to members of the Class.

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6 **DATED:** _____

7 **JUDGE OF THE SUPERIOR COURT**
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(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On August 17, 2023, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

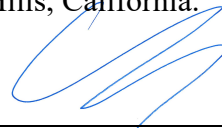
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SHEPPARD MULLIN RICHTER & HAMPTON LLP
333 South Hope Street, 43rd Floor
Los Angeles, CA, 90071-1422

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL THROUGH CASE ANYWHERE: On interested parties set forth on the attached service list.

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 17, 2023, at Woodland Hills, California.



Michelle Tanzer