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Attorneys for Plaintiff and the proposed class

FILED
Superior Court of California
County of Los Angeles

04/09/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

**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
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: April 9, 2024
Time: 11:00 A.M.
Dept.: 7

Complaint Filed: November 19, 2021
FAC Filed: January 24, 2022
Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff Daniel Alcaraz
3 (“Class Representative” or “Plaintiff”) against Defendant Grifols Biologicals, LLC
4 (“Defendant”), erroneously sued as Grifols Biologicals, Inc. The Motion for Final Approval of
5 Class Action Settlement came before this Court, on April 9, 2024.

6 **WHEREAS**, the Court granted preliminary approval of the Class and PAGA Settlement
7 Agreement (“Agreement” or “Settlement”) on November 27, 2023.

8 **WHEREAS**, Plaintiff Daniel Alcaraz has applied to the Court for an order granting final
9 approval of the Agreement.

10 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
11 settlement and for entry of an Order of Final Approval and entry of final judgment thereon.

12 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

13 1. The Court has personal jurisdiction over all Class Members and subject matter
14 jurisdiction to approve the Agreement.

15 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent
16 and in compliance with California Code of Civil Procedure, the California and United States
17 Constitutions (including the due process clauses), the California Rules of Court and any other
18 applicable law, and in the best interest of each of the Parties and the Class Members, and are
19 hereby finally approved in all respects.

20 3. The Parties are hereby directed to perform the terms of the Settlement as
21 described in the Agreement according to its terms and provisions.

22 4. The Agreement is binding on Plaintiff and all other Class Members, except those
23 who timely and properly filed Request for Exclusion, as well as their heirs, executors and
24 administrators, successors and assigns.

25 5. There are zero (0) valid requests for exclusion.

26 6. There are no objectors to the Settlement.

27 7. It is ordered that the Class is certified for settlement purposes. The Court finds
28 that an ascertainable class exists and a well-defined community of interest exists in the questions

1 of law and fact involved because in the context of the Agreement: (i) there are questions of law
2 and fact common to the Class Members which, as to the Agreement and all related matters,
3 predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims
4 of the Class Members; and (iii) in negotiating, entering into and implementing the Agreement,
5 Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the
6 interest of the Class Members.

7 8. The Court finds that the Notice and notice methodology implemented pursuant to
8 this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was
9 reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the
10 Action, their right to object to or exclude themselves from the proposed Agreement and their
11 right to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due,
12 adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable
13 requirements of the California Code of Civil Procedure, the California and United States
14 Constitution (including the Due Process Clause), the California Rules of Court and any other
15 applicable law.

16 9. The Class is hereby made final. The Class is defined as: "all former nonexempt
17 employees of Defendant in California who earned incentive compensation and meal or rest
18 premiums in the same workweek and who left employment with Defendant at any point from
19 July 15, 2021 to March 25, 2022."

20 10. The Class Period is November 19, 2018 through November 27, 2023.

21 11. For the purposes of this Order, the Aggrieved Employees are defined as: "all
22 former non-exempt employees of Defendant in California who earned incentive compensation
23 and meal or rest premiums in the same workweek and who left employment with Defendant at
24 any point from July 15, 2021 to March 25, 2022."

25 12. The PAGA Period is November 19, 2020 through November 27, 2023.

26 13. The Agreement is not an admission by Defendant, nor is this Final Order a
27 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final
28

Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

14. Pursuant to the Agreement, upon Defendant fully funding the Gross Settlement Amount, Plaintiff and each Class Member shall fully release and discharge the Released Parties from:

all claims that were alleged, or reasonably could have been alleged, based on the Settlement Class Period facts for waiting time penalties under Labor Code section 203 as stated in the Operative Complaint, including any associated wage statement penalties, penalties under the Private Attorneys General Act (“PAGA”), and claims for restitution or other relief available under California Business and Professions Code sections 17200, et seq.

15. Pursuant to the Agreement, upon Defendant fully funding the Gross Settlement Amount, Plaintiff and each Aggrieved Employee are deemed to fully release and discharge the Released Parties from “all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts for waiting time penalties under Labor Code section 203 stated in the Operative Complaint and PAGA notice letter to the L WDA.”

16. The Agreement provides that the Gross Settlement Amount is one hundred five thousand five dollars (\$105,000.00). The Net Settlement Amount shall be determined according to the terms of the Agreement.

17. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Agreement.

18. The Court hereby finds that Plaintiff and Class Counsel adequately represented the Class for purposes of entering into and implementing the settlement. The Court hereby confirms Kingsley & Kingsley, APC as Class Counsel in the Action.

19. The Court hereby finds the unopposed application of Class Counsel for a costs and attorneys’ fees award provided for under the proposed Agreement to be fair and reasonable in light of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$8,704.36 shall be paid for attorney fees and ~~\$9,600.00~~ shall be paid for litigation costs.

20. The unopposed application for an enhancement payment to Plaintiff is hereby

1 granted. Of the Gross Settlement Amount, a \$5,000.00 Class Representative Award shall be
2 allocated to Class Representative Daniel Alcaraz.

3 21. The unopposed application of Class Counsel for claims administration fees to
4 Phoenix Settlement Administrators is hereby granted. Of the Gross Settlement Amount,
5 \$5,500.00 shall be paid for settlement administration fees.

6 22. The Court approves the PAGA Penalties in the amount of \$10,000.00. The Court
7 approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development
8 Agency ("LWDA") in the amount of \$7,500.00. The Court further directs that the remaining
9 25% of the PAGA Penalties, in the amount of \$2,500.00, shall be allocated to Individual PAGA
10 Payments.

11 23. Defendant shall have no further liability for costs, expenses, interest, attorneys'
12 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

13 24. If a Class Member does not cash his or her settlement check within 180 days, the
14 uncashed funds shall be transmitted by the Administrator to Bet Tzedek Legal Services pursuant
15 to California Code of Civil Procedure section 384(b).

16 25. Defendant shall have no further liability for costs, expenses, interest, attorneys'
17 fees, or for any other charge, expense, or liability, except as provided in the Agreement.

18 26. Pursuant to California Rule of Court Rule 3.769(h) and Code of Civil Procedure §
19 664.6, the Court shall retain continuing jurisdiction over the Actions, the Parties, and the
20 Settlement Class, as well as the administration and enforcement of the terms of the Settlement of
21 this action to enforce the terms of the judgment. Without affecting the finality of the Final
22 Judgment, the Court shall retain continuing jurisdiction over the Actions, the Parties, and the
23 Settlement Class, as well as the administration and enforcement of the Settlement.

24 ///

26 ///

28 ///

non-appearance case review

January 28, 2025 at 9:00 a.m.

27. The Court sets a ~~compliance hearing~~ for _____.

No later than five days before the compliance hearing, the Parties shall file a compliance report specifying the total amount paid to class members, and the residual of unclaimed funds that will be paid to the non-profit organization specified above, along with a proposed amended judgment directing payment of the residual funds pursuant to Code of Civil Procedure section 384.

04/09/2024

DATED: _____



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

JUDGE OF THE SUPERIOR COURT

(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 March 13, 2024, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Daniel J. McQueen, Esq.
daniel.mcqueen@afslaw.com
ArentFox Schiff
555 W 5th St Fl 48
Los Angeles, CA 90013

☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **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.

☒ **BY ELECTRONIC MAIL TRANSMISSION:** I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

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

Executed on March 13, 2024, at Chino, California.



Leslie Sanchez