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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] FINAL JUDGMENT

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 Court has received and considered Plaintiff Daniel Alcaraz's motions for preliminary
3 and final approval of the Class Action and PAGA Settlement Agreement ("Agreement" or
4 "Settlement") entered into between Plaintiff, on behalf of himself and a class certified for
5 settlement purposes, and the State of California, on the one hand, and Defendant Grifols
6 Biologicals LLC ("Defendant"), on the other, and has entered an order granting final approval of
7 the Settlement.

8 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

9 1. The Court, having entered an order granting Final Approval of the Settlement,
10 hereby enters FINAL JUDGMENT in favor of Plaintiffs, the Class Members, and Aggrieved
11 Employees, and against Defendant, in the amount of \$105,000.00 in accordance with the terms of
12 the Settlement Agreement.

13 2. The Class is defined as: "all former nonexempt employees of Defendant in
14 California who earned incentive compensation and meal or rest premiums in the same workweek
15 and who left employment with Defendant at any point from July 15, 2021 to March 25, 2022."
16 The Class Period is November 19, 2018 through November 27, 2023.

17 3. The Aggrieved Employees are defined as: "all former non-exempt employees of
18 Defendant in California who earned incentive compensation and meal or rest premiums in the
19 same workweek and who left employment with Defendant at any point from July 15, 2021 to
20 March 25, 2022." The PAGA Period is November 19, 2020 through November 27, 2023.

21 4. As of the date the settlement is fully funded, Plaintiff and each Class Member shall
22 fully release and discharge the Released Parties from:

23 all claims that were alleged, or reasonably could have been alleged, based on the
24 Settlement Class Period facts for waiting time penalties under Labor Code section
25 203 as stated in the Operative Complaint, including any associated wage statement
26 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.

27 5. As of the date the settlement is fully funded, Plaintiff and each Aggrieved
28 Employee are deemed to fully release and discharge the Released Parties from "all claims for

1 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
2 Period facts for waiting time penalties under Labor Code section 203 stated in the Operative
3 Complaint and PAGA notice letter to the L WDA.”

4 6. No Class Members have opted out of the settlement.

5 7. The Parties shall bear their own costs and attorneys’ fees except as otherwise
6 provided by the Settlement Agreement and the Final Approval Order.

7 8. This document shall constitute a Judgment for purposes of California Rules of
8 Court, rule 3.769(h). This Judgment is intended to be a final disposition of the above-captioned
9 action in its entirety.

10
11 **DATED:** _____

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] FINAL JUDGMENT** 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.

[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 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).

[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 March 13, 2024, at Chino, California.



Leslie Sanchez