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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

MICHAEL KWAO, SARAH WALTERS,
individually, and on behalf of other members
of the general public similarly situated;
AARON CANO, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

OCTAPHARMA PLASMA, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 21STCV06981

Honorable Carolyn B. Kuhl
Department SSC12

CLASS ACTION

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

[Notice of Motion and Motion for
Preliminary Approval of Class Action
Settlement; Declaration of Proposed Class
Counsel (Yasmin Hosseini), Class
Representatives (Sarah Walters, Michael
Kwao, and Aaron Kano); and [Proposed]
Order filed concurrently herewith]

Date: July 25, 2024
Time: 10:30 a.m.
Department: SSC12

Complaint Filed: February 23, 2021
FAC Filed: November 12, 2021
SAC Filed: December 11, 2023
Trial Date: None Set

1 This matter has come before the Honorable Carolyn B. Kuhl in Department 12 of the
2 Superior Court of the State of California, for the County of Los Angeles, on July 25, 2024 at 10:30
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers for Justice, PC appears as counsel for Plaintiffs Michael Kwao, Sarah Walters, and Aaron
5 Cano (together, "Plaintiffs"), individually and on behalf of all others similarly situated and other
6 aggrieved employees, and Gordon Rees Scully Mansukhani, LLP appears as counsel for Defendant
7 Octapharma Plasma, Inc. ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement
13 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 1" to
14 the Declaration of Yasmin Hosseini in Support of Plaintiffs' Motion for Preliminary Approval of
15 Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement
16 falls within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their and each
23 other's respective positions. It further appears to the Court that the Settlement, at this time, will
24 avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be
25 presented by the further prosecution of the case. It further appears that the Settlement has been
26 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
27 entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel Fee Payment, Class Counsel Litigation Expenses Payment, Class Representative
3 Service Payments, PAGA Penalties, Administration Costs, employer-side taxes on wage portions of
4 the payments made to Participating Settlement Class Members, and payments to the Participating
5 Settlement Class Members and PAGA Members provided thereby, appear to be within the range of
6 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
7 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
8 preliminarily finds that the monetary settlement awards made available to the Class Members and
9 PAGA Members are fair, adequate, and reasonable when balanced against the probable outcome of
10 further litigation relating to certification, liability, and damages issues.

11 5. The Court concludes that, for settlement purposes only, the proposed Class meets
12 the requirements for certification under section 382 of the California Code of Civil Procedure in
13 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
14 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
15 community of interest amongst the members of the Class with respect to the subject matter of the
16 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
17 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
18 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
19 Counsel are qualified to act as counsel for Plaintiffs in their individual capacity and as the
20 representative of the Class.

21 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
22 follows:

23 All current and former hourly-paid or non-exempt employees of Defendant who were
24 employed by Defendant in California at any time during the Class Period.

25 7. The Court provisionally appoints Arby Aiwanian, Joanna Ghosh and Yasmin
26 Hosseini of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

27 8. The Court provisionally appoints Plaintiffs Michael Kwao, Sarah Walters, and
28 Aaron Cano as the representatives of the Class (together, "Class Representative").

 9. The Court provisionally appoints ILYM Group, Inc. ("ILYM") to handle the

administration of the Settlement (“Administrator”).

10. Within fourteen (14) calendar days of the date on which the Court enters this Order, Defendant shall provide the Administrator with the following information about each Class Member and/or PAGA Member: full name, last-known mailing address, Social Security Number, and hire and employment cessation dates, which will also be relied upon by the Administrator to independently calculate Workweeks during the Class Period and PAGA Pay Periods during the PAGA Period (collectively referred to as the “Class Data” and “PAGA Data”) in conformity with the Settlement Agreement.

11. The Court approves, both as to form and content, the Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval of Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members’ and PAGA Members’ right to dispute the Workweek(s) and/or PAGA Pay Periods credited to each of them, and of each Participating Class Member’s right and opportunity to object to the Class Settlement. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members within fourteen (14) calendar days after receiving the Class List from Defendant, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a timely and valid written Request for Exclusion no later than which is forty-five (45) calendar days from the initial mailing of the Class Notice (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline

1 shall be extended by fourteen (14) calendar days from the original Response Deadline. Any such
2 person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement
3 will not be entitled to any recovery under the Class Settlement and will not be entitled to any
4 recovery under the Class Settlement and will not be bound by the Class Settlement or have any right
5 to object, appeal, or comment thereon. If the Settlement is granted final approval, Class Members
6 who have not submitted a timely and valid request to be excluded from the Settlement (i.e.,
7 Participating Class Members) shall be bound by the Class Settlement and any final judgment based
8 thereon, and PAGA Members will be entitled to recovery from the PAGA Settlement and will be
9 bound by the PAGA Settlement, irrespective of whether they opt out of the Class Settlement.

10 13. A Final Approval Hearing shall be held before this Court on
11 _____ at _____ a.m./p.m. in
12 Department SSC12 of the Superior Court of California for the County of Los Angeles, located at
13 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters
14 concerning the Settlement, including: whether the proposed settlement of the action on the terms
15 and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally
16 approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein;
17 whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and
18 reasonable to the Class Members and PAGA Members; and determine whether to finally approve
19 the requests for the Class Counsel Fees Payment, Class Representative Service Payments, PAGA
20 Penalties, and Administration Costs.

21 14. Class Counsel shall file a motion for final approval of the Settlement and for Class
22 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
23 Payments, PAGA Penalties, employer-side taxes, and Administration Costs, along with the
24 appropriate declarations and supporting evidence, including the Administrator's declaration by
25 _____, to be heard at the Final Approval
26 Hearing.

27 15. To object to the Class Settlement, a Participating Class Member may submit their
28 written Objection to the Administrator on or before the Response Deadline. The Objection must be

signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the factual and legal basis for objecting to the Class Settlement. Participating Class Members who wish to object to the Class Settlement may also appear at the Final Approval Hearing to object to the Class Settlement, irrespective of whether they submit a written Objection.

16. The Settlement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault, wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law. except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

18. 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 Settlement.

IT IS SO ORDERED.

Dated: _____

By: _____
The Honorable Carolyn B. Kuhl
Judge of the Superior Court

EXHIBIT A

**COURT-APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL OF SETTLEMENT**

Kwao, et al. v. Octapharma Plasma, Inc.

Los Angeles Superior Court Case No. 21STCV06981

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from a proposed settlement (“Settlement”) of an employee class action and California Private Attorneys General Act (“PAGA”) lawsuit (“Lawsuit”) against Octapharma Plasma, Inc. (“Defendant”) that alleges Defendant violated California wage and hour law. The Lawsuit was filed by Plaintiffs Michael Kwao, Sarah Walters, and Aaron Cano (together, “Plaintiff” and referred to with Defendant herein as the “Parties”) and seeks payment of (1) unpaid wages, unreimbursed business expenses, restitution, statutory penalties, interest, and attorneys’ fees and costs for a class of all current and former hourly-paid or non-exempt employees (“Class Members”) who Defendant employed in the State of California at any time during the Class Period (February 23, 2017 through February 5, 2024); and (2) civil penalties under the PAGA for alleged wage and hour violations committed by Defendant for all current and former hourly-paid/non-exempt and salary-paid/exempt-classified employees who Defendant employed at any time in the State of California during the PAGA Period (October 24, 2021 through February 5, 2024) (“PAGA Members”).

Two main components of the Settlement are: (1) a Class Settlement that Defendant would fund to pay Individual Class Settlement Payments, and (2) a PAGA Settlement that Defendant would fund to pay Individual PAGA Payments and monies to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Settlement Payment is estimated to be \$ [REDACTED] (less withholdings) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you were employed by Defendant in California for [REDACTED] Workweeks** during the Class Period (i.e., February 23, 2017 through February 5, 2024) and **you were employed by Defendant in California for [REDACTED] Pay Periods** (also referred to as “PAGA Pay Periods”) during the PAGA Period (i.e., October 24, 2021 through February 5, 2024). If you believe that you were employed more Workweeks during the Class Period or PAGA Pay Periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be allotted to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment formally approving the Settlement that would then require Defendant to fund the Settlement and require Class Members and PAGA Members to give up their rights to assert certain claims against Defendant and other Released Parties as defined herein.

If Defendant employed you in California at any time during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the Settlement and be eligible for an Individual Class Settlement Payment. As a Participating Class Member, you will give up your right to assert Released Class Claims (defined below) against the Released Parties. If you are a PAGA Member, you will automatically be bound to the PAGA Settlement, release the Released PAGA Claims (defined below), and be issued your Individual PAGA Payment.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Class Settlement Payment. You will, however, preserve your right to personally pursue Released Class Claims against Defendant. But, if you are also a PAGA Member, opting out of the Class Settlement will have no effect on your status as a PAGA Member. Instead, regardless of whether you opt out of the Class Settlement, you will remain eligible for an Individual PAGA Payment and release the Released PAGA Claims if the Court enters judgment granting final approval of the Settlement. Overall, PAGA Members cannot opt out of the PAGA Settlement.

Defendant will not retaliate against you for any actions you take with respect to the Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Settlement Payment. In exchange, you will give up your right to assert the Released Class Claims against the Released Parties. If you are also a PAGA Member, you will be eligible for an Individual PAGA Payment and, in exchange, will give up your right to assert the Released PAGA Claims against the Released Parties.
You Can Opt-Out of the Class Settlement but Not the PAGA Settlement The Opt-out Deadline is	If you do not want to participate in the Class Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA Settlement. Pursuant to the PAGA Settlement, Individual PAGA Payments must be paid to all PAGA Members and, in exchange, the PAGA Members must give up their rights to pursue Released PAGA Claims against the Released Parties.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out (i.e., “Participating Class Members”) can object to the Class Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Lawsuit on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice. But, you cannot object to the PAGA Settlement even if you are a PAGA Member.
Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED] on [REDACTED] at [REDACTED]. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Class Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amounts of your Individual Class Settlement Payment and Individual PAGA Payment (if any) depend on how many Workweeks and/or PAGA Pay Periods you were determined to have been employed for during the applicable periods, as follows: PAGA Pay Periods are calculated by the Administrator based on the number of pay periods a PAGA Member was employed by Defendant for in California during the PAGA Period (which are based on a PAGA Member’s hire/cessation of employment dates). Workweeks are calculated by the Administrator based on the number of workweeks a Participating Class Member was employed by Defendant for in California during the Class Period (which are based on a Participating Class Member’s hire/cessation of employment dates). Note, if you are still employed by Defendant and/or were employed by Defendant as of February 5, 2024, then you will be assigned an end date of February 5, 2024 (the last day of the Class Period and PAGA Period) for Workweek and PAGA Pay Period calculation purposes. Moreover, if you were hired by Defendant prior to February 23, 2017, you will be assigned a start date of February 23, 2017 for Workweek calculation purposes. If you are a PAGA Member and were hired by Defendant prior to October 24, 2021, you will be assigned a start date of October 24, 2021 for PAGA Pay Period calculation purposes. The number Workweeks and number of PAGA Pay Periods you were employed by Defendant for in California during the applicable periods are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE LAWSUIT ABOUT?

Plaintiffs are former employees of Defendant. On February 23, 2021, Plaintiff Michael Kwao commenced a class action lawsuit entitled *Michael Kwao v. Octapharma Plasma, Inc.* in the Superior Court of California for the County of Los Angeles, Case No. 21STCV06981. On November 10, 2023, Plaintiff Michael Kwao filed a First Amended Class Action Complaint for Damages, adding Sarah Walters as a named plaintiff. On October 24, 2022, Plaintiff Aaron Cano provided written notice to the LWDA and to Defendant of the provisions of the California Labor Code that Defendant allegedly violated (i.e., PAGA Notice or LWDA Letter). On December 11, 2023, Plaintiffs filed a Second Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Class Action, which effectively added the PAGA claim(s) and Aaron Cano as the PAGA representative (i.e., Operative Complaint). Overall, the Lawsuit accuses Defendant of violating California labor laws by failing to properly pay minimum and overtime wages, provide compliant meal periods and rest breaks and associated premiums/wages, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.* Based on the same claims, Plaintiff Aaron Cano has also asserted a claim for civil penalties and other related recoveries under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiffs are represented by attorneys in the Lawsuit:

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

The above attorneys are referred to as “Class Counsel.”

Defendant denies violating any laws or failing to pay any wages to its employees and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE LAWSUIT HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits of Plaintiffs’ claims. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Lawsuit/Action (as defined in the Agreement) by negotiating to end the case by agreement (settle the case) rather than continue the expensive and time-consuming process of litigation. Ultimately, the negotiations between the parties were successful. By signing a detailed written settlement agreement, the Class Action and PAGA Settlement Agreement (“Agreement”), and agreeing to allow Plaintiffs to ask the Court to enter a judgment ending the Lawsuit and enforcing the Agreement without challenge by Defendant, Plaintiffs and Defendant have negotiated a Settlement that is subject to the Court’s Final Approval. Both sides agree the Settlement is a compromise of disputed claims.

By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims or the strength of any of Plaintiffs’ claims. Nor, does it admit to any failure to pay employees wages, compensation, and/or monies earned and/or owed or that it owes any penalties with respect to Plaintiffs’ claims. Rather, Defendant has agreed to settle the matter to avoid incurring further attorneys’ fees/costs that can, instead, be paid to its current and former employees to resolve the case and avoid further disruption to its operations.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine whether to grant final approval of the Settlement.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$1,400,000.00 as the Gross Settlement Amount (“Gross Settlement Amount”). Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement, a third-party company agreed to by the Parties and preliminarily approved by the Court. The Administrator will use the Gross Settlement Amount to pay the Individual Class Settlement Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, employer’s side taxes, and monies to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions/allotments from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$490,000.00 if the Gross Settlement Amount remains \$1,400,000.00) to Class Counsel for attorneys’ fees and up to \$35,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred fees and expenses on the Action without payment.
 - B. Up to \$12,000.00 to each Plaintiff (for a total of \$36,000.00) as Class Representative Service Payments for filing the Lawsuit, working with Class Counsel, assuming risks associated with pursuing the Lawsuit, and representing the Class. Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Settlement Payments as Class Members and/or Individual PAGA Payments as PAGA Members (if applicable).
 - C. Up to \$20,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$100,000.00 in PAGA Penalties as consideration for the PAGA Settlement and to resolve the PAGA claim(s) asserted by Plaintiffs in the matter, allocated as 75% to be paid to the LWDA and 25% to be paid to the PAGA Members based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Participating Class Members. After making the above

deductions/allotments in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Class Settlement Payments to Participating Class Members based on their respective Workweeks.

4. Employee Tax Withholdings on Payments to Participating Class Members and Other Related Information. Plaintiffs and Defendant are asking the Court to approve an allocation of 15% of each Individual Class Settlement Payment to wages (“Wage Portion”) and 85% to penalties, interest, and non-wage damages (“Non-Wage Portion.”). The Wage Portion is subject to employee tax withholdings and will be reported on IRS W-2 Forms by the Administrator. The Non-Wage Portion is not and will be reported on IRS 1099 Forms by the Administrator. Also, the Parties are asking the Court to classify the Individual PAGA Payments as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Employer-side taxes shall be paid out of the Gross Settlement Amount.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the California Controller’s Unclaimed Property Fund in your name.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [Response Deadline], that you wish to opt-out. See Section 4 herein on instructions on how to notify the Administrator you wish to opt-out of the Class Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Settlement Payments, but will preserve their rights to personally pursue Released Class Claims against Defendant.

You cannot opt-out of the PAGA Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert Released PAGA Claims against Defendant if they are also PAGA Members.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, **ILYM Group, Inc.** - (the “Administrator”), to send this Class Notice, calculate and make payments, and process Class Members’ Requests for Exclusion from the Class Settlement. The Administrator will also decide disputes regarding Workweeks and/or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release of Released Class Claims. Upon the Effective Date and

full funding of the Gross Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members as well as each of their (including Defendant's) officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other predecessors, successors, or legal representatives ("Released Parties", which is defined to include Defendant) for Released Class Claims.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, in the Operative Complaint and/or the Action, all claims that were or could have been ascertained in the course of the Action, all claims under state, federal, or local law, arising out of the claims and/or facts expressly pled in the Action, and all claims under the California Labor Code, Wage Orders, wage and hour regulations, and/or other provisions of law that could have been asserted, alleged, or brought in the Action based on the facts and/or allegations pled in the Action for, arising during, and/or as to the Class Period. The claims alleged in the Action that are, among others, being released by the Settlement are: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198, (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512, (3) failure to provide rest breaks and/or pay rest break premiums under Labor Code Sec. 226.7, (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq., (5) failure to timely pay wages upon termination under Labor Code Sec. 203, (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210, (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226, (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d), (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802, and (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200 ("Released Class Claims").

Except as set forth in Sections 5.1 and 5.3 of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims falling outside the Class Period.

10. PAGA Members' Release of Released PAGA Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, all PAGA Members will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Class Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement (Non-Participating Class Members), cannot sue, continue to sue, or participate in any other PAGA claim or action against Released Parties based on the facts alleged in the Action (as defined in the Agreement) during the PAGA Period and resolved by this Settlement. The PAGA Members' Releases for Participating and Non-Participating Class Members are as follows:

All PAGA Members, including Non-Participating Class Members who are considered PAGA Members, and the State of California, are deemed to release, on behalf of themselves and their

respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims alleged in or that could have been alleged in the LWDA Letter, all claims that could have been alleged or brought in civil court for civil penalties or otherwise based on the LWDA Letter, all claims for civil penalties and other relief under PAGA based on the LWDA Letter (including but not limited to attorneys' fees and costs), and/or the PAGA claim as alleged in the Operative Complaint. This release includes release of PAGA claims based on alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and IWC Wage Orders 1-2001 and 4-2001 ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Settlement Payments. The Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the "Final Workweek Value," and multiply each Participating Class Member's individual Workweeks count by the Final Workweek Value to yield his or her Individual Class Settlement Payment
2. Individual PAGA Payments. The Administrator will divide the 25% portion of the PAGA Penalties attributed to PAGA Members, i.e., \$25,000.00, by the PAGA Pay Periods worked by all PAGA Members during the PAGA Period resulting in the PAGA Pay Period Value and then multiplying the PAGA Pay Period Value by the number of PAGA Pay Periods each individual PAGA Member was employed by Defendant for during the PAGA Period.
3. Workweek/Pay Period Challenges. The number of Workweeks you were employed during the Class Period and the number of PAGA Pay Periods you were employed during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **Response Deadline** to dispute the number of Workweeks and/or PAGA Pay Periods credited to you. A dispute to the calculations of Workweeks and/or PAGA Pay Periods must: (a) contain the case name and number of the Lawsuit (*Kwao, et al. v. Octapharma Plasma, Inc.*, Case No. 21STCV06981), (b) be signed by you, (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number, (d) clearly states that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number to be credited to you, (e) includes information and/or attaches documentation demonstrating that the number of Workweeks and/or PAGA Pay Periods that you contend should be credited to you are correct, and (f) is returned by mail to the Administrator at the specified address, postmarked on or before **Response Deadline**. You can submit your dispute by signing and sending a letter to the Administrator via mail or email. Section 9 of this Notice has the Administrator's contact information.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period disputes based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every

Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Class Settlement Payment and the Individual PAGA Payment if you are entitled to both.

2. PAGA Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every individual who is eligible to receive payment under the PAGA Settlement as a PAGA Member but not an Individual Class Settlement Payment.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

A written Request for Exclusion must: (a) contain the case name and number of the Lawsuit (*Kwao, et al. v. Octapharma Plasma, Inc.*, Case No. 21STCV06981); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you do not wish to be included in the Class Settlement; and (e) be returned by mail to the Administrator at the specified address, postmarked on or before [Response Deadline]. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [Response Deadline], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE CLASS SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) court days before the [Date of Final Approval Hearing] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) _____ or the Court's website for a fee at <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with the Class Settlement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Class Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [Response Deadline]**. An objection must: (a) be signed by you; (b) contain the case name and number of the Lawsuit (*Kwao, et al. v. Octapharma Plasma, Inc.*, Case No. 21STCV06981); (c) contain your full name, telephone number, mailing address, and last four digits of your Social Security Number; (d) clearly state the factual and legal basis for objecting to the Class Settlement; (e) indicate whether you are represented by counsel and identify said counsel with his or her full name, address, and telephone number; (f) indicate whether you intend to appear at the Final Approval Hearing and seek to be heard at the Final Approval Hearing; and (g) be returned by mail to the Administrator at the specified address, postmarked on or before [the Response Deadline]. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object to the Class Settlement (or personally retain a lawyer to object at his/her own cost) by attending the Final Approval Hearing. If you plan on objecting to the Class Settlement, you (or your attorney) should be ready to tell the Court what you object to, why you

object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on (Date) at (Time) in Department 12 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the Court will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors to the Class Settlement, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at (url). You can also telephone or send an email to the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Lawsuit, Case No. 21STCV06981. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800. You may also telephone Class Counsel at the phone number provided in Section 1 above.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Settlement Administrator:

ILYM Group, Inc.

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, then you can obtain your money from the Settlement from the California Controller's Unclaimed Property Fund.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.