

THIS IS AN IMPORTANT COURT-APPROVED NOTICE. READ CAREFULLY.

Saldana v. Cryoport Systems, LLC
Orange County Superior Court
Case No. 30-2023-013112802

If you worked as a non-exempt employee in California for Cryoport Systems, LLC (“Defendant”) at any time from September 17, 2018 to October 15, 2023, a class action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- You have been identified as a Class Member (as defined below) in a Lawsuit (as defined below) brought by a former employee of Defendant.
- The Court has preliminarily approved a class action settlement with Defendant, in accordance with the terms of the Class Action and PAGA Settlement Agreement filed in the Lawsuit (the “Settlement”), which will affect all non-exempt employees employed by Defendant in California at any time between September 17, 2018 and October 15, 2023 (the “Class Period”).
- If the Court grants final approval of the Settlement, there will be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Settlement Class (as defined below) and will collect a settlement award as detailed below. But you give up certain rights to sue Defendant separately about the legal claims raised in this Lawsuit.
OBJECT TO THE SETTLEMENT – <u>ACTION REQUIRED</u>	Stay in this Lawsuit. Object to the Settlement. May give up certain rights. If you object to the Settlement, you will remain a member of the Class (as defined below), and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members (as defined below) who do not object.
ASK TO BE EXCLUDED – <u>ACTION REQUIRED</u>	Get out of this Lawsuit. Get no payments from it. Keep your rights. If you ask to be excluded from the Settlement, you won’t receive any payments. But you keep any rights to sue Defendant separately about the legal claims raised or that could have been raised in this Lawsuit.

- Your options are explained in this notice. To object to the Settlement or to ask to be excluded, you must act before [DATE].

- **Any questions?** Read on or contact Class Counsel (as defined below) or the Settlement Administrator (as defined below).

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BASIC INFORMATION

1. Why did I get this notice?

Defendant's records show that you currently work, or previously worked for Defendant in California as a non-exempt, hourly paid employee. This notice explains that the Court has given preliminary approval to a Settlement in a conditionally certified class action lawsuit that may affect you. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this Settlement. Judge William Claster of the Superior Court of the State of California, County of Orange, is overseeing this lawsuit. The lawsuit is known as *Saldana v. Cryoport Systems LLC, et al.*, Case No. 30-2023-013112802-CU-OE-CXC (the "Lawsuit").

2. What is this Lawsuit about?

The Lawsuit is about whether Defendant provided hourly paid employees with proper meal periods, authorized rest periods, paid all wages owed during and upon termination of employment, provided proper wage statements, violated California's Unfair Competition Law, or violated the Private Attorneys General Act of 2004, all as required by applicable California laws.

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit and further denies that any of the claims are appropriate for class treatment. Defendant contends, among other things, that it has complied at all times with applicable law in connection with its compensation of Class Members.

3. What is a class action and who is involved?

In a class action lawsuit such as this, persons called "Class Representatives" sue on behalf of other people who may have similar claims. The people together are a "Class" and individually are "Class Members." The Class Representative is also called the Plaintiff. The company that was sued (in this case Cryoport Systems, LLC) is called the Defendant. In Class litigation, one Court resolves the issues for everyone in the Class in one lawsuit – except for those people who choose to exclude themselves from the Class.

4. Why is this Lawsuit a class action?

As part of the Settlement, Plaintiff and Defendant agreed to conditionally certify the Class as a class action with respect to all of the claims Plaintiff alleged against Defendant, for settlement purposes only, and to ask the Court to approve the Settlement. The Court has not ruled on the merits of these claims, and the decision to certify the agreed-upon Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

5. What are the terms of the proposed Settlement?

The major terms of the Settlement are as follows:

1. Defendant agreed to pay \$200,000.00 to settle the claims made in the Lawsuit. This amount is also known as the “Gross Settlement Amount.”
2. Plaintiff Maria Saldana agreed to release all of her claims in the Lawsuit against Defendant.
3. Plaintiff Maria Saldana seeks the following deductions from the \$200,000.00 Gross Settlement Amount:
 - a. One-third of the Gross Settlement Amount (which is currently equal to \$66,666.67) for Class Counsel’s attorneys’ fees.
 - b. Up to \$16,000.00 for reimbursement of Class Counsel’s litigation costs.
 - c. An enhancement award of \$5,000.00 for Plaintiff Maria Saldana for having filed this Lawsuit, work performed, risks undertaken, and a general release of claims.
 - d. Up to \$5,250.00 to cover the costs of the Settlement Administrator.
 - e. An allocation of \$20,000.00 in civil penalties, \$15,000.00 of which will be paid to the California Labor and Workforce Development Agency for release of Private Attorneys General Act of 2004 (“PAGA”) claims. The remaining \$5,000 will be distributed to Class Members who worked for Defendants at any time from March 16, 2022 to October 15, 2023.

The remaining funds will be referred to as the “Net Settlement Amount.” The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Participating Class Members”) according to the following formula:

The Settlement Administrator will calculate the total Qualifying Workweeks for all Settlement Class Members. Qualifying Workweeks means the number of workweeks during which Class Members worked for Defendants during the Class Period (September 17, 2018 to October 15, 2023). The Net Settlement Amount will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis.

Your estimated Individual Settlement Payment is listed in section 8 of this Notice. Payroll deductions will be made to your Individual Settlement Payment for state and federal withholding taxes and any other applicable payroll deductions owed by you as a result of the payment, with 20% allocated to wages, and 80% allocated to interest and penalties.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Settlement Class” is the group of all non-exempt employees employed by Defendant in California at any time from September 17, 2018 through October 15, 2023 (the “Class Period”).

7. I'm still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting _____ the "Settlement Administrator", at the designated phone number for this matter at _____, or by calling or writing to the lawyers representing the Class in this case ("Class Counsel"), at the phone number or address listed in section 18.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class, object to the settlement, or ask to be excluded from the Settlement, and you have to decide this by no later than [DATE].

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant, the total number of weeks you worked in California for Defendant as an hourly paid employee during the Class Period is _____.

Based on information provided above, anticipated court-approved deductions, and preliminary calculations of Qualifying Workweeks, it is estimated your share of the Settlement will be \$_____, less applicable taxes and withholdings.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you.

If you believe your total weeks worked during the Class Period shown above are not correct, you may send the enclosed "Workweek and/or Pay Period Dispute Form" to the Settlement Administrator indicating what you believe is correct. You must send any documents or other information that supports your belief that the information set forth above is incorrect. The Settlement Administrator will resolve any dispute based upon Defendant's records and any information you provide. Please be advised that the number of weeks you worked as an hourly paid employee in California during the Class Period is presumed to be correct unless you submit documents to support your dispute. Any such dispute must be mailed to the Settlement Administrator no later than [DATE].

9. What rights am I releasing if I participate in the Settlement?

You are releasing Defendant and its parent companies; subsidiaries; respective attorneys; past, present and future divisions; affiliates; predecessors; successors; shareholders; officers; directors; employees; agents; trustees; representatives; administrators; fiduciaries; assigns; subrogees; executors; partners; related corporations; and privies, both individually and collectively; their respective past and present officers; directors; shareholders; successors and predecessors in interest; and any individual or entity which could be jointly or severally liable with Defendant from all claims alleged or that could have been alleged in Plaintiff's Operative Complaint, which arose during the Class Period, including any claims of: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest Breaks; (5) Failure to Reimburse Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Pay All Wages Due Upon Separation of Employment; (8) Violation of Business and Professions Code §§ 17200 *et seq.*; and (9) Enforcement of Labor Code §§ 2698, *et seq.* ("Released Claims").

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out). If you submit both a request for exclusion and an objection, you will be excluded from the settlement (see paragraphs 11 and 12 below), and your objection will not be considered. No later than [DATE], you should mail a written objection to the Settlement Administrator (at the address in section 18 below) setting forth the grounds of objection, signed and dated by you or your attorney, along with any supporting documents. You can also appear at the final approval hearing yourself or through an attorney. The information for the hearing is included in Section 17 of this notice.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Settlement. If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you won't get any money or benefits from the Settlement. However, you may then be able to sue or continue to sue Defendant for your own Claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's disposition of this Lawsuit. If you exclude yourself, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

12. How do I ask to be excluded from the Class?

If you are a member of the Class described above and would like to exclude yourself from the Class, you need to submit the included "Exclusion Form."

This request must be signed and mailed to the Settlement Administrator at the address below in section 18, and it must be postmarked on or before [DATE]. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely request for exclusion on or before [DATE] shall be bound by all terms of the Settlement and any final disposition entered in this Class Action if the Settlement is approved by the Court.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court decided that Aegis Law Firm, PC is qualified to represent you and all other Class Members. This law firm is called "Class Counsel" in the context of this case. The law firm's attorneys are experienced in handling similar cases against other employers. More information about this law firm, their practice, and their lawyers' experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement with Defendant, Class Counsel has requested one-third of the Gross Settlement Amount (currently, that is equal to \$66,666.67) in attorneys' fees, plus costs not to exceed \$16,000.00, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

15. How will the Plaintiff be paid?

As part of the Settlement with Defendant, Class Counsel has requested an enhancement of up to \$5,000.00 to be paid to the Plaintiff for her efforts in this matter during initial investigation, mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

The Settlement Administrator, ILYM Group, Inc., will handle the process.

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [DATE] at [TIME] p.m. in Department CX101 of the Superior Court of the State of California, County of Orange, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement as discussed above, you may appear at the hearing to object.

GETTING MORE INFORMATION

18. Are more details available?

A copy of the entire Settlement Agreement, titled the Class Action and PAGA Settlement Agreement, was filed in this case as Exhibit 1 to the Declaration of Jessica L. Campbell in Support of Plaintiff's Motion for Preliminary Approval filed on [DATE]. You can view the Lawsuit's records online by visiting the Court's website (<https://ocapps.occourts.org/civilwebShoppingNS/Login.do>), accepting the website's terms, entering the Case Number 30-2023-013112802-CU-OE-CXC in the search box, and clicking search.

You may contact the "Settlement Administrator," which is:

ILYM Group, Inc.

ADDRESS

FAX

You may also contact Class Counsel:

Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Alex J. Valle
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
avalle@aegislawfirm.com

Please note that Defendant will NOT retaliate against any employee or Class Member for participating or not participating in this Lawsuit. Defendant supervisors and managers of Class Members will not be provided or have access to information pertaining to the identity of Class Members or their choices related to this Settlement.

PLEASE DO NOT CALL OR WRITE TO THE JUDGE OR TO THE COURT, OR TO ANY OF DEFENDANT'S MANAGERS OR SUPERVISORS REGARDING THIS NOTICE OR THE LAWSUIT.