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Attorneys for Plaintiffs Amira Fakira and
Fredonna Johnson, and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

AMIRA FAKIRA, FREDONNA JOHNSON
individually and on behalf of others similarly
situated and on behalf of Aggrieved
Employees pursuant to the California Private
Attorneys General Act,

Plaintiffs,

vs.

CSL PLASMA INC.; and DOES 1 through
25, inclusive,

Defendant.

Case No. 23CV057131
[consolidated with Case No. 24CV062485]

Honorable Patrick McKinney
Department 18

**DECLARATION OF ANNABEL
BLANCHARD IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEYS'
FEES AND COSTS, ENHANCEMENT
PAYMENT, AND SETTLEMENT
ADMINISTRATION COSTS**

Reservation No. **883966191915**
Date: March 5, 2026
Time: 10:00 a.m.
Dept: 18

Complaint Filed: December 18, 2023
FAC Filed: January 22, 2025
Trial Date: Not Set

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deductions, failure to pay vested vacation wages, and for civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 et seq. (“PAGA”) based on the aforementioned California Labor Code violations.

6. On July 7, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. On August 19, 2025, Plaintiffs filed supplemental briefing addressing the Court’s concerns, attaching the fully executed Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”). On August 28, 2025, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving the terms of the Settlement Agreement, the Notice of Class Action Settlement (“Class Notice”), and the proposed administration procedures and associated deadlines. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**. A true and correct copy of the Preliminary Approval Order is attached hereto as **Exhibit 2**.

Summary of the Terms of the Settlement Agreement

7. By way of the Preliminary Approval Order, the Court certified the following Class for settlement purposes only: “All current and former hourly-paid non-exempt employees of Defendant who worked within the State of California at any time during the Class Period” (“Class” or “Class Members”). The “Class Period” is defined as the period from December 18, 2019 through December 31, 2024. The “Settlement Class Members” consist of all Class Members who did not submit a timely and valid Request for Exclusion. The “PAGA Employees” consist of “all current and former hourly-paid non-exempt employees of Defendant who worked within the State of California at any time during the PAGA Period.” The “PAGA Period” is defined as the period from November 27, 2022 through December 31, 2024.

8. Based on the data provided by Defendant following preliminary approval and for purposes of administration of the Class Notice, I am informed that there are 741 Settlement Class Members who worked 35,490 weeks for Defendant during the Class Period (“Workweeks”) and 609 PAGA Employees who worked 13,636 pay periods for Defendant during the PAGA Period (“Pay Periods”).

1 9. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
2 Complaint for a non-reversionary Escalated Gross Settlement Amount of One Million Six Hundred
3 Five Thousand Eight Hundred Seventy Five Dollars and Fifteen Cents (\$1,605,875.15), which is
4 exclusive of employer-side payroll taxes. The Gross Settlement Amount includes: (1) Class Counsel’s
5 fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling Five
6 Hundred Sixty-Two Thousand Fifty Six Dollars and Thirty Cents (\$562,056.30); (2) Class Counsel’s
7 actual litigation costs and expenses, in the amount of Twenty-Two Thousand Seven Hundred Sixteen
8 Dollars and Eighty-Two Cents (\$22,716.82); (3) Settlement Administration Costs in the amount
9 Eleven Thousand Four Hundred Ninety Dollars (\$11,490.00); (4) Enhancement Payments in the
10 amount of Ten Thousand Dollars (\$10,000.00) to each of the two Class Representatives (for a total of
11 \$20,000.00); and (5) PAGA Amount of Ninety Thousand Dollars (\$90,000.00). After the above Court-
12 approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members
13 will share in a Net Settlement Amount of approximately Eight Hundred Ninety-Nine Thousand Six
14 Hundred Twelve Dollars and Three Cents (\$899,612.03).

15 10. The Settlement does not require Settlement Class Members to submit claims as a
16 prerequisite to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement
17 Share”) nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro*
18 *rata* share of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”).
19 Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net
20 Settlement Amount by the total number of Workweeks worked by all Settlement Class Members
21 during the Class Period and multiplying the result by each Settlement Class Member’s Workweeks
22 worked during the Class Period. Individual PAGA Payments are calculated by the Settlement
23 Administrator by dividing the amount of the PAGA Employees’ 25% share of PAGA Amount
24 (\$22,500.00) by the total number of Pay Periods worked by all PAGA Employees during the PAGA
25 Period and multiplying the result by each PAGA Employee’s Pay Periods worked during the PAGA
26 Period.

27 11. I am aware from my review of the information provided by the Settlement
28 Administrator that the estimated average gross Individual Settlement Share is \$1,209.90, the estimated

highest gross Individual Settlement Share is \$5,525.85, and the estimated lowest gross Individual Settlement Share is \$25.23; the estimated average Individual PAGA Payment is \$36.95, the estimated highest Individual PAGA Payment is \$92.40, and the estimated lowest Individual PAGA Payment is \$1.65.

12. Each Individual Settlement Share will be allocated as twenty percent (20%) wages, thirty percent (30%) interest, and fifty percent (50%) penalties and other non-wage damages. The portion allocated to wages (“Wage Portion”) will be reported on an IRS Form W-2 and the portions allocated to interest, penalties, and non-wage damages (together, “Non-Wage Portion”) will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the Wage Portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of their Individual Settlement Payment. Defendant will separately pay any and all employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

13. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the *cy pres* beneficiary California Court Appointed Special Advocates (“CASA”).

Notice to the LWDA

14. On June 9, 2025, Class Counsel submitted a copy of the original settlement agreement, and on August 19, 2025 Class Counsel submitted a copy of the Settlement Agreement (as amended) to the LWDA through its online submission portal in compliance with California Labor Code § 2699(l)(2). The LWDA has not objected or otherwise responded to the submission.

The Settlement Is Fair and Reasonable

Discovery and Informed Arms-Length Negotiations

15. The Parties’ settlement negotiations were at all times made at arm’s-length and were

adversarial. The Settlement was reached following a full day of mediation with a highly respected mediator with substantial experience mediating wage and hour cases, and Plaintiffs engaged in additional negotiations in order to finalize the long-form agreement presently before the Court.

16. The Parties engaged in informal discovery prior to reaching a settlement. Prior to mediation, Defendant produced a random sampling of putative class members' time and pay records. Defendant also produced its employee handbooks with relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members. This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages.

17. Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions. At all times, Plaintiffs were willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution. Additionally, settlement negotiations were conducted by highly capable and experienced counsel. Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

18. Although the investigation and information discovered supports Plaintiffs' contentions, Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

19. Class Counsel was aware of Defendant's defenses and arguments and have also considered the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class and/or representative adjudication. Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted in the Actions, Defendant's defenses, including the existence of arbitration agreements, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations of the Mediator.

20. Defendant denied and continues to deny any liability or wrongdoing of any kind

1 associated with the claims alleged in the Actions and further denies that class certification is
2 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
3 prevail in the Actions. Defendant proffered defenses to both certification and to the merits of
4 Plaintiffs' claims. Defendant contended that Plaintiffs' claims are not suitable for class certification
5 because individual issues would predominate should this case go to trial. As with all class actions,
6 these complex cases raise difficult management and proof issues and, accordingly, there is a significant
7 risk that the Court may deny class certification.

8 21. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
9 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
10 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to
11 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
12 contact them, and obtain declarations at great expense. Obtaining the cooperation of current employees
13 would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current
14 employer. On the other hand, Defendant would likely be able to obtain the cooperation of their
15 employees. Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals
16 would substantially delay any recovery by the Class.

17 22. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.
18 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of
19 California and is within the accepted range of recoveries for this type of litigation given the inherent
20 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
21 litigation.

22 ***Attorneys' Fees and Costs***

23 23. Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
24 \$562,056.30) for fees for the time spent litigating this matter and reimbursement of actual costs and
25 expenses totaling Twenty-Two Thousand Seven Hundred Sixteen Dollars and Eighty-Two Cents
26 (\$22,716.82). The requested fees and costs are fair compensation for undertaking complex, risky,
27 expensive, and time-consuming litigation on a contingent fee basis, especially in light of the
28 substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee

award is summarily addressed as follows but is more fully discussed in Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

24. The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter has translated into tangible monetary benefits for the Settlement Class Members, the State of California, and the PAGA Employees as follows: (1) Settlement Class Members, the State of California, and the PAGA Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type, given the strengths and weaknesses of the Action; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the Action progressed through trial and/or appeals.

25. In the present case, Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. Class Counsel had to consider its workload during this litigation when considering taking on additional work that was available, and which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a favorable result for the Class, the State of California, and the PAGA Employees. Considering the amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling similar matters, Plaintiffs maintain that the requested attorneys' fees of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$562,056.30) are reasonable and should be awarded.

26. Blackstone was started in February 2018, representing plaintiffs in individual and representative employment litigation. The firm has grown exponentially over the past eight years, now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor and employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm focused on other complex general litigation matters. Blackstone has been counsel of record on several class and PAGA actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 3**. The attorneys who worked on this case are all experienced in litigating wage and hour

1 matters as follows:

2 a. Jonathan M. Genish is the founder of Blackstone Law, APC. He received his law degree
3 from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008.
4 During law school, he clerked at the litigation firm Oved & Oved, LLP and was published several
5 times in various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP
6 as an associate and remained employed there from September 2008 through August 2015. During his
7 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
8 employment, corporate, entertainment, and general business litigation matters, though his primary area
9 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
10 those cases, he was the only or primary attorney managing the case and thus obtained extensive
11 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
12 employment intakes; was the primary contact for all clients; took and defended hundreds (if not
13 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
14 motions and pleadings, including dispositive and certification motions; strategized on all cases;
15 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
16 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
17 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
18 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
19 the cases he managed were highly publicized, with articles written about them in the Los Angeles
20 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
21 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,
22 which is well within the prevailing rate for attorneys with his experience in this area of practice in
23 Southern California.

24 b. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022
25 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff
26 employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and
27 hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of
28 California at Los Angeles in 2003 and then obtained her Juris Doctorate from Case Western Reserve

1 University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the
2 California Employment Lawyers' Association ("CELA") and other organizations. Her hourly rate of
3 \$1,050 is reasonable based on her education and experience and is in line with the market rate.

4 c. Danielle GruppChang is a senior associate attorney. She graduated from California
5 Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science
6 with a minor in Communication Studies. She then obtained her Juris Doctorate from University of
7 California Law San Francisco (formerly known as University of California Hastings College of the
8 Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has
9 practiced exclusively plaintiff's side labor and employment class and representative action law from
10 2017 through the present. Her hourly rate of \$825 is reasonable based on her education and experience
11 and is in line with the market rate

12 d. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having
13 worked at an employment litigation firm for 2 years, and prior to that, having served as a District
14 Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding
15 that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in
16 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law
17 with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004. Her
18 hourly rate of \$750 is reasonable based on her education and experience and is in line with the market
19 rate

20 e. I joined Blackstone Law, APC, a highly reputable employment law firm. I graduated
21 from University of California at Berkeley with a Bachelor of Arts degree in 2001, and from
22 Southwestern University School of Law with a Juris Doctorate in 2008. I was admitted to the State
23 Bar of California in December of 2008. I have worked on many wages and hour class action and
24 PAGA representative matters, and my work has included, inter alia, researching and drafting
25 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and
26 settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court
27 appearances. My hourly rate of \$750 is reasonable based on my education and experience and is in
28 line with the market rate.

f. The above attorneys have been approved at the above hourly rates in the following cases:

- i. *Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court Case No. CIVSB2319925.
- ii. *Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court Case No. CVRI2306180.
- iii. *Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court Case No. 22STCV04239.
- iv. *Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court Case No. 23CV00116.
- v. *Sanchez v. Weyerhaeuser*, Los Angeles County Superior Court Case No. 23STCV02624.
- vi. *Hai v. Sunroad*, San Diego County Superior Court Case No. 37-2022-00025788-CU-OE-CTL.
- vii. *McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court Case No. 23CV041360.
- viii. *Herndon, et al. v. AgreeYa*, San Joaquin County Superior Court Case No. STK-CV-UOE-2023-0002783.

27. Class Counsel has spent approximately 315 total hours litigating this matter. To date, our total fees incurred amount to \$295,935. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the clients and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and joint statements; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and motion papers for obtaining settlement approval. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the

percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Class Counsel’s lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	27	\$1,295	\$34,965
Barbara DuVan-Clarke	Senior Trial Attorney	111	\$1,095	\$121,545
Danielle GruppChang	Senior Associate	89	\$825	\$73,425
P.J. Van Ert	Associate	56	\$750	\$42,000
Annabel Blanchard	Associate	32	\$750	\$24,000

28. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our clients, and Class Members. Based thereon, the total amount of Class Counsel’s fees through closure of this case are estimated to be approximately \$303,435.

29. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Twenty-Seven Thousand Dollars (\$27,000.00). Class Counsel seeks reimbursement of a total of Twenty-Two Thousand Seven Hundred Sixteen Dollars and Eighty-Two Cents (\$22,716.82) in litigation costs and expenses. A true and correct itemized list of Blackstone’s litigation costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution of this matter.

30. The requested award of Attorneys’ Fees and Costs was included and set forth clearly in the Class Notice provided to the Class Members.

1 ***Enhancement Payments***

2 31. As part of the Settlement Agreement, Plaintiffs are requesting a reasonable
3 Enhancement Payment in the amount of Ten Thousand Dollars (\$10,000.00) each (for a total of
4 Twenty Thousand Dollars (\$20,000.00)) to Plaintiffs. The requested Enhancement Payment is
5 eminently reasonable given the time and effort Plaintiffs spent on this matter, and the benefit to the
6 other Class Members as a result of Plaintiffs' actions. Enhancement awards in wage and hour cases
7 typically range from \$5,000.00 to \$20,000.00, although some awards are higher. The Declarations of
8 Plaintiffs Amira Fakira and Fredonna Johnson submitted herewith detail their work and efforts in
9 bringing and litigating this matter through resolution and support the requested Enhancement Payment.
10 The requested Enhancement Payment was also disclosed in the Class Notice provided to the Class
11 Members.

12 ***Settlement Administration Costs***

13 32. In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court
14 approved, Settlement Administration Costs not to exceed Twelve Thousand Five Hundred Dollars
15 (\$12,500). Apex Class Action Administration, LLC, the approved Settlement Administrator, provided
16 Class Counsel with its quote stating that its cost to administer the Settlement is Eleven Thousand Four
17 Hundred Ninety Dollars (\$11,490.00).

18 ***Allocation to the LWDA***

19 33. As part of the Settlement, Defendant has agreed to pay Ninety Thousand Dollars
20 (\$90,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of which the
21 payment of Sixty-Seven Thousand Five Hundred Dollars (\$67,500.00) (75% of the PAGA Amount)
22 will be paid to the LWDA for education and enforcement purposes.

23 34. It is extremely common in approved wage and hour class action cases that settle that
24 only a small portion of the total settlement is paid to PAGA penalties "in order to maximize payments
25 to class members." ¹ Like here, in these approved settlements, the parties generally maximized
26

27 ¹ (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS
28 91732, *1101, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist.
LEXIS 5118, 2015 WL 222500, at *2-3; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330;

1 statutory penalties and minimized PAGA penalties to focus on claims to the class members, the
2 persons who actually suffered the California Labor Code violations.

3 *Notice to the Class*

4 35. The Class Notice approved by the Court met the requirements for proper notice of
5 settlement to a class: it identified the Parties and described the Action, the Class, the Gross Settlement
6 Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed
7 to be paid as the Enhancement Payments to Plaintiffs, the Settlement Administration Costs to the
8 Settlement Administrator, and the Attorneys' Fees and Costs to Class Counsel. The Class Notice
9 described the proposed Settlement with enough specificity to allow each Class Member to make an
10 informed choice whether to accept and participate in it. It also explained how and when Class Members
11 may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date and time
12 of the hearing on final approval of the Settlement and informed Class Members how to obtain
13 additional information about the Settlement.

14 I declare under penalty of perjury under the laws of the State of California that the foregoing
15 is true and correct. Executed on February 9, 2026, at Los Angeles, California.

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17 *A. Blanchard*
18 _____
19 Annabel Blanchard
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27 _____
28 *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at
*14; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL
5364575, at *3; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011
WL 672645, at *1.)

EXHIBIT 1

AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Amira Fakira and Fredonna Johnson (“Plaintiffs” or “Class Representatives”), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant CSL Plasma Inc. (“Defendant”) (together, Plaintiffs and Defendant are referred to as “Parties” and individually as “Party”).

This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as defined herein), the State of California as to the employment of PAGA Employees (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On November 27, 2023 and May 21, 2024, Plaintiff Fakira provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant.

2. On December 18, 2023, Plaintiff Fakira filed a Class Action Complaint for Damages (“Class Action Complaint”) in the action entitled *Amira Fakira v. CSL Plasma Inc.*, Alameda County Superior Court Case No. 23CV057131, thereby commencing a putative class action against Defendant (“Class Action”).

3. On February 2, 2024, Plaintiff Fakira filed a Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, *Et Seq.* (“PAGA Complaint”) in the action entitled *Amira Fakira v. CSL Plasma Inc.*, Alameda County Superior Court Case No. 24CV062485, thereby commencing a putative representative PAGA action against Defendant (“PAGA Action”).

4. On January 2, 2025, in order to effectuate the settlement, Plaintiff Fakira submitted an amended written notice to the LWDA (“PAGA Letter”) which included Plaintiff Johnson. On January 22, 2025, Plaintiffs filed the First Amended Class Action Private Attorneys General Act (“PAGA”) Representative Action Complaint (“Operative Complaint”) in the Class Action, entitled *Amira Fakira*,

Fredonna Johnson v. CSL Plasma, Inc., Alameda Superior Court Case No. 23CV057131. The Operative Complaint effectively consolidates the claims and allegations of the PAGA Action into the Class Action. The Operative Complaint alleges twelve (12) causes of action for violations of the California Labor Code for: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide compliant meal periods and premium payments in lieu thereof, (4) failure to provide compliant rest periods and premiums payments in lieu thereof, (5) failure to timely pay wages during employment, (6) failure to provide compliant wage statements, (7) failure to timely pay wages upon termination, (8) failure to reimburse necessary business expenses, (9) for violations of California Business & Professions Code Section 17200, *et seq.* based on the alleged California Labor Code violations, (10) unlawful wage deductions, (11) failure to pay vested vacation wages, and (12) civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) based on the aforementioned California Labor Code violations.

5. The PAGA Letter, the Class Action, and the PAGA Action shall collectively be referred to herein as the “Action.”

6. Defendant denies all material allegations set forth in the Action and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and Released PAGA Claims (as defined herein).

7. Class Counsel diligently investigated the class and PAGA claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of corporate policies and practices. The Parties have engaged in sufficient informal discovery and investigation to assess the relative merits of the claims and contentions of the Parties.

8. On October 28, 2024, the Parties participated in mediation with Todd Smith (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks

1 associated with continued litigation. Based on Class Counsel's investigation and evaluation, Class
2 Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in
3 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
4 Members, State of California, and PAGA Employees in light of all known facts and circumstances,
5 including the risk of significant delay and uncertainty associated with litigation and various defenses
6 asserted by Defendant.

7 9. The Parties expressly acknowledge that this Settlement Agreement is entered into
8 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
9 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is
10 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
11 positions.

12 **DEFINITIONS**

13 10. The following definitions are applicable to this Settlement Agreement. Definitions
14 contained elsewhere in this Settlement Agreement will also be effective.

15 a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for
16 Class Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and
17 to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 13.

18 b. "Class" or "Class Member(s)" means all current and former hourly-paid non-
19 exempt employees of Defendant who worked within the State of California at any time during the
20 Class Period.

21 c. "Class Counsel" means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle
22 GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, who will seek to be
23 appointed counsel for the Class.

24 d. "Class List" means a complete list of all Class Members that Defendant will
25 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
26 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following
27 information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security
28 number; (4) the total number of Workweeks in which the Class Member performed work for

Defendant in California during the Class Period; and (5) the total number of Pay Periods in which the
PAGA Employee performed work for Defendant in California during the PAGA Period (if applicable).

e. “Class Notice” means the Notice of Class Action Settlement, substantially in
the form attached hereto as “**Exhibit A**.”

f. “Class Period” means the period from December 18, 2019 through December
31, 2024.

g. “Class Settlement” means the settlement and resolution of all Released Class
Claims.

h. “Court” means the Superior Court of the State of California for the County of
Alameda.

i. “Defendant’s Counsel” means Nima Darouian and Nalee Xiong of Ballard
Spahr, LLP.

j. “Effective Date” means the later of the time when: (i) the date of final
affirmance of the Judgment on an appeal, the expiration of the time for, or the denial of, a petition to
review the Judgment, or if review is granted, the date of final affirmance of the Judgment following
review pursuant to that grant, (ii) the date of final dismissal of any appeal from the Judgment or the
final dismissal of any proceeding to review the Judgment, provided that the Judgment is affirmed
and/or not reversed in any part, (iii) the final resolution (or withdrawal) of any filed appeal in a way
that affirms the Final Approval Order and Judgment in a form substantially identical to the form of
the Final Approval Order entered by the Court, and the time to petition for review with respect to any
appellate decision affirming the Final Approval Order has expired; or (iv) if no appeal is filed, the
sixty-first (61st) calendar day after the Court enters final approval of the Settlement and the Judgment
approving this agreement.

k. “Employer Taxes” means the employer’s share of taxes and contributions in
connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
in addition to the Gross Settlement Amount.

l. “Enhancement Payment” means the amount to be paid to Plaintiffs, in
recognition of their effort and work in prosecuting the Action on behalf of Class Members and PAGA

Employees, and general release of claims, as set forth in Paragraph 14.

m. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

n. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

o. “Final Approval Order and Judgment” means the order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

p. “Gross Settlement Amount” means the amount of One Million Five Hundred Ninety Thousand Dollars (\$1,590,000) to be paid by Defendant in full satisfaction of the Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross Settlement Amount is subject to increase, as provided in Paragraph 17.

q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 19.

r. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 20.

s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 18.

t. “LWDA Payment” means the amount of Sixty Seven Thousand Five Hundred Dollars (\$67,500), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA

1 under the PAGA Settlement, as set forth in Paragraph 15.

2 u. “Net Settlement Amount” means the portion of the Gross Settlement Amount
3 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
4 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and
5 Settlement Administration Costs.

6 v. “Notice of Objection” means a Settlement Class Member’s written objection to
7 the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b)
8 contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of
9 the objector’s Social Security number; (c) contain a written statement of all grounds for the objection
10 accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other
11 documents upon which the objection is based; and (e) be returned by mail to the Settlement
12 Administrator at the specified address, postmarked on or before the Response Deadline.

13 w. “PAGA Amount” means the allocation of Ninety Thousand Dollars (\$90,000)
14 from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the
15 PAGA Amount, or \$67,500, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining
16 twenty-five percent (25%), or \$22,500, will be distributed to the PAGA Employees (i.e., the PAGA
17 Employee Amount).

18 x. “PAGA Employees” means all current and former hourly-paid non-exempt
19 employees of Defendant who worked within the State of California at any time during the PAGA
20 Period.

21 y. “PAGA Employee Amount” means the amount of Twenty-Two Thousand Five
22 Hundred Dollars (\$22,500), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on
23 a *pro rata* basis based on their Pay Periods.

24 z. “PAGA Period” means the period from November 27, 2022 through December
25 31, 2024.

26 aa. “PAGA Settlement” means the settlement and resolution of all Released PAGA
27 Claims.

28 bb. “Pay Periods” means the number of pay periods each PAGA Employee worked

1 for Defendant as an hourly-paid non-exempt employee in California during the PAGA Period, which
2 will be calculated based on Defendant's data and records concerning the total number of pay periods
3 each PAGA Employee performed work for Defendant in California during the PAGA Period.

4 cc. "Preliminary Approval" means the date on which the Court enters the
5 Preliminary Approval Order.

6 dd. "Preliminary Approval Order" means the order granting preliminary approval
7 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
8 the Court.

9 ee. "Released Class Claims" means any and all claims, debts, liabilities, demands,
10 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were
11 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
12 arising during the Class Period, under any federal, state, or local law, and shall specifically include
13 claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal
14 and rest periods and associated premium payments, timely pay wages during employment and upon
15 termination, provide compliant wage statements, pay vested vacation wages, and reimburse necessary
16 business-related expenses and engaged in unlawful wage deductions in violation of California Labor
17 Code Sections 201, 202, 203, 204, 210, 221, 222, 223, 224, 226(a), 226.7, 227.3, 510, 512(a), 1194,
18 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter*
19 *alia*, the applicable Wage Orders, and all claims for attorneys' fees and costs and statutory interest in
20 connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other
21 claims, including claims for statutory penalties, pertaining to the Class Members.

22 ff. "Released PAGA Claims" means any and all claims arising from any of the
23 factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the
24 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all
25 claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime
26 and minimum wages, provide compliant meal and rest periods and associated premium payments,
27 timely pay wages during employment and upon termination, provide compliant wage statements, pay
28 vested vacation wages, maintain complete and accurate payroll records, and reimburse necessary

business-related expenses and engaged in unlawful wage deductions in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 221, 222, 223, 224, 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, the applicable Wage Orders.

gg. “Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and employee benefit plans and trusts.

hh. “Request for Exclusion” means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

ii. “Response Deadline” means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline.

jj. “Settlement Administrator” means Apex Class Action Administration, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering the Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

kk. “Settlement Administration Costs” means the costs payable from the Gross

Settlement Amount to the Settlement Administrator for administrating the Settlement, as set forth in Paragraph 16.

ll. “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion.

mm. “Workweeks” means the number of weeks each Class Member worked for Defendant as an hourly-paid non-exempt employee in California during the Class Period, which will be calculated based on Defendant’s data and records concerning the total number of workweeks each Class Member performed work for Defendant in California during the Class Period.

nn. “Workweeks Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case name and number of the Class Action; (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member/PAGA Employee and what the Class Member/PAGA Employee contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

CLASS CERTIFICATION

11. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

12. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

1 13. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
2 or motion by Class Counsel for attorneys' fees in the amount up to thirty five percent (35%) of the
3 Gross Settlement Amount (i.e., \$556,500 if the Gross Settlement Amount is \$1,590,000) and
4 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
5 of the Action, in an amount not to exceed Twenty Seven Thousand Dollars (\$27,000), both of which
6 will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed
7 and any and all costs incurred by Class Counsel in connection with the litigation of the Action,
8 including without limitation all work performed and costs incurred to date, and all work to be
9 performed and all costs to be incurred in connection with obtaining the Court's approval of this
10 Settlement Agreement, including any objections raised and any appeals necessitated by those
11 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
12 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
13 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
14 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
15 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

16 14. Enhancement Payment. Defendant agrees not to oppose or impede any application or
17 motion by Plaintiffs for an Enhancement Payment in the amount up to Ten Thousand Dollars
18 (\$10,000) each. The Enhancement Payment, which will be paid from the Gross Settlement Amount,
19 subject to Court approval, will be in addition to each Plaintiff's Individual Settlement Payment as a
20 Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiffs shall be
21 solely and legally responsible for correctly characterizing this compensation for tax purposes and for
22 paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form
23 1099 to Plaintiffs for the Enhancement Payment. Any portion of the requested Enhancement Payment
24 that is not awarded by the Court to Plaintiffs shall be reallocated to the Net Settlement Amount for the
25 benefit of the Settlement Class Members.

26 15. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
27 Ninety Thousand Dollars (\$90,000) shall be allocated from the Gross Settlement Amount toward
28 penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e.,

the PAGA Amount), of which seventy-five percent (75%), or \$67,500, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$22,500, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA Payments).

16. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Twelve Thousand Five Hundred Dollars (\$12,500). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

17. Escalator Clause. Defendant has represented that the Class Members worked a total of 32,477 Workweeks during the time period from December 18, 2019 to October 28, 2024. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the time period from December 18, 2019 to December 31, 2024 exceeds 32,477 Workweeks by more than 8.75% (*i.e.* by more than 2,842 Workweeks, or in other words, if the Workweeks worked between December 18, 2019 to December 31, 2024 exceed 35,319 Workweeks), then the Gross Settlement Amount will be increased on a proportional basis equal to the percentage increase in the number of Workweeks worked by the Class Members above the 8.75% buffer. For

example, if the number of Workweeks increases by 10%, then the Gross Settlement Amount will increase by 1.25%.

18. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that the Class Member may be entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to each Settlement Class Member's final Individual Settlement Share.

19. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

20. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages, thirty percent (30%) interest, and fifty percent (50%) penalties and other non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their

Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

21. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing Plaintiffs, Settlement Class Members, PAGA Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll taxes and other legally required withholdings to the appropriate government authorities.

22. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement Class Members, and PAGA Employees are not relying on any statement, representation, or calculation by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class Members, and PAGA Employees should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement.

23. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE

1 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
2 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
3 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
4 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
5 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
6 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
7 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
8 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
9 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
10 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
11 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
12 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
13 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
14 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
15 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

16 24. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
17 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
18 are issued to the payee. It is expressly understood and agreed that payments made under this Settlement
19 shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to
20 additional compensation or benefits under any new or additional compensation or benefits, or any
21 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
22 nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased
23 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
24 any contrary language or agreement in any benefit or compensation plan document that might have
25 been in effect during the Class Period).

26 25. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
27 Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of
28 the Settlement, which Class Counsel will be responsible for drafting, and will submit this Settlement

1 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
2 draft of the preliminary approval motion at least three (3) business days prior to filing it with the Court.
3 Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with
4 this Settlement Agreement. By way of said motion, Plaintiffs will apply for the entry of the
5 Preliminary Approval Order seeking the following:

- 6 a. Conditionally certifying the Class for settlement purposes only;
- 7 b. Granting Preliminary Approval of the Settlement;
- 8 c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- 9 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 10 e. Approving as to form and content, the mutually-agreed upon and proposed
11 Class Notice and directing its mailing by First Class U.S. Mail;
- 12 f. Approving the manner and method for Class Members to request exclusion
13 from or object to the Class Settlement as contained herein and within the Class Notice;
- 14 g. Scheduling a Final Approval Hearing at which the Court will determine whether
15 Final Approval of the Settlement should be granted.

16 26. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
17 Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary
18 approval of the Settlement.

19 27. Delivery of Class List. Within twenty-one (21) calendar days of Preliminary Approval,
20 Defendant will provide the Class List to the Settlement Administrator.

21 28. Notice by First-Class U.S. Mail.
22 a. Within seven (7) calendar days after receiving the Class List from Defendant,
23 the Settlement Administrator will perform a search based on the National Change of Address Database
24 or any other similar services available, such as provided by Experian, for information to update and
25 correct for any known or identifiable address changes, and will mail a Class Notice in English and
26 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via
27 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement
28 Administrator.

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.

c. Compliance with the procedures described herein above shall constitute due and sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process. Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to provide notice of the Settlement.

29. Disputes Regarding Workweeks and/or Pay Periods. Class Members/PAGA Employees will have an opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to them, as reflected in their respective Class Notices, by submitting a timely and valid Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Workweeks Dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class Member/PAGA Employee, Defendant's records will be presumed to be correct and determinative of the dispute. However, if a Class Member/PAGA Employee produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member/PAGA Employee and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that the disputing Class Member/PAGA Employee should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

30. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the

1 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
2 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
3 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
4 submitted, and also identify the individuals who have submitted a timely and valid Request for
5 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
6 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
7 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
8 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
9 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
10 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
11 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
12 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
13 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
14 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
15 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
16 submit a Request for Exclusion.

17 31. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
18 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
19 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
20 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
21 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
22 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
23 and complete and which were not), and also attach them to a declaration that is to be filed with the
24 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
25 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
26 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
27 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
28 whether they have submitted a Notice of Objection.

1 1. Reports by the Settlement Administrator. The Settlement Administrator shall provide
2 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
3 Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the
4 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of
5 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement
6 Administrator will provide to counsel for the Parties any updated reports regarding the administration
7 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it
8 receives a request from an individual or any other entity regarding inclusion in the Class and/or
9 Settlement or regarding a Workweeks Dispute.

10 32. Defendant's Right to Rescind. If five percent (5%) or more of the Class Members
11 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
12 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
13 Counsel within thirty (30) days of the Settlement Administrator notifying the Parties in writing that
14 five percent (5%) or more of the Class opted out of the settlement. If Defendant exercises this option,
15 Defendant shall pay any costs of settlement administration owed to the Settlement Administrator
16 incurred up to that date.

17 33. Certification of Completion. Upon completion of administration of the Settlement, the
18 Settlement Administrator will provide a written declaration under oath to certify such completion to
19 the Court and counsel for all Parties.

20 34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
21 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
22 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
23 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
24 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
25 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
26 Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
27 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion at
28 least three (3) business days before filing it with the Court. By way of said motion, Plaintiffs will

1 apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial
2 part, the following:

3 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
4 consummation of its terms and provisions;

5 b. Certification of the Settlement Class;

6 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

7 d. Approval of the application for Enhancement Payment to Plaintiffs;

8 e. Directing Defendant to fund all amounts due under the Settlement Agreement
9 and ordered by the Court; and

10 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
11 conformity with California Rules of Court 3.769 and the Settlement Agreement.

12 35. Funding of the Gross Settlement Amount. No later than thirty (30) days after the
13 Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund
14 ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by
15 the Settlement Administrator. Defendant shall provide all information necessary for the Settlement
16 Administrator to calculate necessary payroll taxes including its official name, 8-digit state
17 unemployment insurance tax ID number, and other information requested by the Settlement
18 Administrator.

19 36. Distribution of the Gross Settlement Amount. Within five (5) business days of the
20 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
21 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
22 LWDA Payment to the LWDA, Enhancement Payment to Plaintiffs, Attorneys' Fees and Costs to
23 Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also
24 set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
timely forward these to the appropriate government authorities.

25 37. Settlement Checks. The Settlement Administrator will be responsible for undertaking
26 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
27 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
28 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the

Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Settlement Class Members and PAGA Employees are not required to submit a claim to be issued an Individual Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to the cy pres beneficiary California Court Appointed Special Advocates (“CASA”). The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting required under applicable local, state, and federal tax laws that are necessitated due to the cancellation of any Individual Settlement Payment and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA Settlement.

38. Class Settlement Release. Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

39. PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount, Plaintiffs, and the State of California with respect to all PAGA Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

40. Plaintiffs’ General Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, individually and on their own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’

1 fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
2 unsuspected, asserted or unasserted, which Plaintiffs, at any time of execution of this Settlement
3 Agreement, had or claimed to have or may have, including but not limited to any and all claims arising
4 out of, relating to, or resulting from their employment and/or separation of employment with the
5 Released Parties, including any claims arising under any federal, state, or local law, statute, ordinance,
6 rule, or regulation or Executive Order relating to employment, including, but in no way limited to, any
7 claim under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Americans
8 with Disabilities Act; the Family and Medical Leave Act; the Employee Retirement Income Security
9 Act; the California Family Rights Act; the California Fair Employment and Housing Act; all claims
10 for wages or penalties under the Fair Labor Standards Act; all claims for wages or penalties under the
11 California Labor Code; Business and Professions Code sections 17200 *et seq.*; all laws relating to
12 violation of public policy, retaliation, or interference with legal rights; any and all other employment
13 or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach
14 of contract claims or claims of promissory estoppel. It is agreed that this is a general release and is to
15 be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this
16 Paragraph expressly does not include a release of any claims that cannot be released hereunder by law.
17 Plaintiffs understand and expressly agree that this Settlement Agreement extends to claims that they
18 have against Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected,
19 vested or contingent, past, present, or future, arising from or attributable to an incident or event,
20 occurring in whole or in part, on or before the execution of this Settlement Agreement. Any and all
21 rights granted under any state or federal law or regulation limiting the effect of this Settlement
22 Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY
23 EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

24 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
25 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
26 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
27 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
28 **THE DEBTOR OR RELEASED PARTY.**

1 41. Final Approval Order and Judgment. The Parties shall provide the Settlement
2 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
3 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
4 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
5 Class will be required.

6 42. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
7 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
8 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
9 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
10 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
11 Settlement Agreement.

12 43. Effects of Termination or Rescission of Settlement. Termination or rescission of the
13 Settlement Agreement shall have the following effects:

14 a. The Settlement Agreement shall be void and shall have no force or effect, and
15 no Party shall be bound by any of its terms;

16 b. In the event the Settlement Agreement is terminated, Defendant shall have no
17 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
18 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
19 Administrator is notified that the Settlement has been terminated;

20 c. The Preliminary Approval Order, Final Approval Order and Judgment,
21 including any order certifying the Class, shall be vacated;

22 d. The Settlement Agreement and all negotiations, statements, and proceedings
23 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
24 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

25 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
26 statements, or filings in furtherance of the Settlement (including all matters associated with the
27 mediation) shall be admissible or offered into evidence in the Action or any other action for any
28 purpose whatsoever; and

1 f. Any documents generated to bring the Settlement into effect, will be null and
2 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
3 likewise be treated as void from the beginning.

4 44. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
5 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
6 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
7 of action or right herein released and discharged.

8 45. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
9 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
10 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

11 46. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
12 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
13 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
14 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
15 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
16 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
17 which provide that a written agreement is to be construed according to its terms and may not be varied
18 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
19 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

20 47. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
21 the Action (including with respect to California Code of Civil Procedure § 583.310), except such
22 proceedings necessary to implement and complete this Settlement Agreement, pending the Final
23 Approval Hearing to be conducted by the Court.

24 48. Amendment or Modification. Prior to the filing of the motion for preliminary approval
25 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
26 except by written agreement signed by counsel for all Parties. After the filing of the motion for
27 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
28 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
constitute a waiver of any other provision.

1 49. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
3 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
4 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
5 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
6 full authority to enter into this Settlement Agreement, and further intend that this Settlement
7 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
8 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
9 confidentiality provisions that otherwise might apply under state or federal law.

10 50. Signatories. It is agreed that because the members of the Class are so numerous, it is
11 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
12 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
13 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
14 as to the LWDA and the State of California with respect to the PAGA Employees, and the releases
15 provided for by this Settlement Agreement shall have the same force and effect as if this Settlement
16 Agreement were executed by each Settlement Class Member and by a representative of the LWDA.

17 51. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
18 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

19 52. California Law Governs. All terms of this Settlement Agreement and attached exhibits
20 hereto will be governed by and interpreted according to the laws of the State of California.

21 53. Execution and Counterparts. This Settlement Agreement is subject only to the
22 execution of all Parties. However, this Settlement Agreement may be executed in one or more
23 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
24 copies of the signature page, will be deemed to be one and the same instrument.

25 54. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
26 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
27 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
28 account all relevant factors, present and potential. The Parties further acknowledge that they are each
represented by competent counsel and that they have had an opportunity to consult with their counsel

1 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
2 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
3 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
4 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

5 55. Invalidity of Any Provision. Before declaring any provision of this Settlement
6 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
7 possible consistent with applicable precedents so as to define all provisions of this Settlement
8 Agreement valid and enforceable.

9 56. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by
10 signing this Settlement Agreement, are hereby bound by the terms herein and agrees to fully cooperate
11 to implement the Settlement.

12 57. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
13 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
14 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
15 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
16 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
17 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
18 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
19 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
20 construed as an admission or concession by Defendant of any such violations or failures to comply
21 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
22 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
23 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
24 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
25 federal, state, local or other applicable law.

26 58. Captions. The captions and paragraph numbers in this Settlement Agreement are
27 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
28 intent of the provisions of this Settlement Agreement.

1 59. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
2 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
3 construed more strictly against one Party than another merely by virtue of the fact that it may have
4 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
5 negotiations between the Parties, all Parties have contributed equally to the preparation of this
6 Settlement Agreement.

7 60. Representation By Counsel. The Parties acknowledge that they have been represented
8 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
9 that this Settlement Agreement has been executed with the consent and advice of counsel, and
10 reviewed in full.

11 61. All Terms Subject to Final Court Approval. All amounts and procedures described in
12 this Settlement Agreement herein will be subject to final Court approval.

13 62. Notices. All notices, demands, and other communications to be provided concerning
14 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
15 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
16 as follows:

17 To Plaintiffs and Class Counsel:

18 Jonathan M. Genish

19 jgenish@blackstonepc.com

20 Barbara DuVan-Clarke

21 BDC@blackstonepc.com

22 Danielle GruppChang

23 dgruppchang@blackstonepc.com

24 P.J. Van Ert

25 pjvanert@blackstonepc.com

26 Annabel Blanchard

27 ablanchard@blackstonepc.com

28 **BLACKSTONE LAW, APC**

 8383 Wilshire Boulevard, Suite 745

 Beverly Hills, California 90211

 Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

 Nima Darouian

 darouiann@ballardspahr.com

 Nalee Xiong

xiongn@ballardspahr.com
BALLARD SPAHR, LLP
2029 Century Park East, Suite 1400
Los Angeles, CA 90067-2915
Tel: (424) 204-4400 / Fax: (424) 204-4350

63. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF AMIRA FAKIRA

Dated: 08/19/2025

Amira Fakira

Amira Fakira

PLAINTIFF FREDONNA JOHNSON

Dated: _____

Fredonna Johnson

DEFENDANT CSL PLASMA INC.

Dated: _____

Full Name: _____

Title: _____
On behalf of CSL Plasma Inc.

xiongn@ballardspahr.com
BALLARD SPAHR, LLP
2029 Century Park East, Suite 1400
Los Angeles, CA 90067-2915
Tel: (424) 204-4400 / Fax: (424) 204-4350

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF AMIRA FAKIRA

Dated: _____

Amira Fakira

PLAINTIFF FREDONNA JOHNSON

Dated: 08/19/2025

Fredonna Johnson

Fredonna Johnson

DEFENDANT CSL PLASMA INC.

Dated: _____

Full Name: _____
Title: _____
On behalf of CSL Plasma Inc.

xiongn@ballardspahr.com

BALLARD SPAHR, LLP

2029 Century Park East, Suite 1400

Los Angeles, CA 90067-2915

Tel: (424) 204-4400 / Fax: (424) 204-4350

63. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF AMIRA FAKIRA

Dated: _____

Amira Fakira

PLAINTIFF FREDONNA JOHNSON

Dated: _____

Fredonna Johnson

DEFENDANT CSL PLASMA INC.

Dated: 8/19/2025

DocuSigned by:

63AAAC465C384B1...

Full Name: Gregory Boss

Title: EVP Legal & Group General Counsel
On behalf of CSL Plasma Inc.

1 **APPROVED AS TO FORM ONLY:**

2 **BLACKSTONE LAW, APC**

3 

4 Dated: 08/19/2025

5 _____
Jonathan M. Genish
Barbara DuVan-Clarke
6 *Attorneys for* Plaintiffs Amira Fakira and
Fredonna Johnson
7 and Proposed Class Counsel

8 **BALLARD SPAHR, LLP**

9
10 Dated: _____

11 _____
Nima Darouian
Nalee Xiong
12 *Attorneys for* Defendant CSL Plasma Inc.

1 **APPROVED AS TO FORM ONLY:**

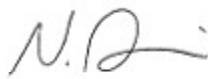
2 **BLACKSTONE LAW, APC**

3
4 Dated: _____

Jonathan M. Genish
Barbara DuVan-Clarke
Attorneys for Plaintiffs Amira Fakira and
Fredonna Johnson
and Proposed Class Counsel

8 **BALLARD SPAHR, LLP**

9
10 Dated: 8/19/25



Nima Darouian
Nalee Xiong
Attorneys for Defendant CSL Plasma Inc.

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

AMIRA FAKIRA et al
Plaintiff/Petitioner(s)
VS.
CSL PLASMA INC. et al
Defendant/Respondent
(s)

No. 23CV057131

Date: 08/28/2025

Time: 10:00 AM

Dept: 23

Judge: Michael Markman

ORDER re: Hearing on Motion -

Other Motion for

Preliminary Approval of

Class Action and PAGA

Settlement; filed by

AMIRA FAKIRA (Plaintiff)

CRS# 448276774788;

Initial Case Management

Conference filed by AMIRA

FAKIRA (Plaintiff) on

07/07/2025

The Motion for Preliminary Approval of Settlement filed by AMIRA FAKIRA on 07/07/2025 is Granted.

BACKGROUND

This is a consolidated wage-and-hour class action and PAGA representative action. Plaintiffs Amira Fakira and Fredonna Johnson and Defendant CSL Plasma Inc. have agreed to settle the claims for \$1,590,000.00, which includes an attorney's fee award of up to \$556,500.00; reimbursement of Plaintiffs' litigation costs up to \$27,000.00; an enhancement award of up to \$10,000.00 for each representative plaintiff; settlement administration costs of up to \$12,500.00; and \$90,000.00 in PAGA civil penalties, 75% of which go to California's Labor and Workforce Development Agency (LWDA) and 25% to aggrieved employees. The remaining settlement funds are to be distributed among approximately 700 class members on a pro rata basis.

LEGAL STANDARD

ORDER re: Hearing on Motion - Other Motion for Preliminary Approval of Class Action and PAGA Settlement; filed by AMIRA FAKIRA (Plaintiff) CRS# 448276774788; Initial Case Management Conference filed by AMIRA FAKIRA (Plaintiff) on 07/07/2025

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

To prevent “fraud, collusion or unfairness to the class, the settlement or dismissal of a class action requires court approval.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800.) The Court “must determine the settlement is fair, adequate, and reasonable.” (*Id.* at p. 1801.) “The well-recognized factors that the trial court should consider in evaluating the reasonableness of a class action settlement agreement include ‘the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.’” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128 [quoting *Dunk, supra*, at p. 1801].)

Similarly, a “trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77 [noting overlap of factors in class action analysis, “including the strength of the plaintiff’s case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount”].)

PRELIMINARY APPROVAL

Plaintiffs’ counsel investigated and obtained information from Defendant, and Plaintiffs’ counsel analyzed Defendant’s wage-and-hour policies, as well as a sample of Defendant’s time and payroll records. (Blanchard Decl., ¶¶ 27, 28.) The parties participated in an arm’s length mediation with a professional mediator and settled. (*Id.*, ¶¶ 14, 15, 26.) Plaintiff includes an adequate *Kullar* analysis, providing a reasonable estimate of the number of class members, the total estimated possible recovery, and an explanation why the settlement was reasonable in light thereof. (See *id.*, ¶ 20, 30–42.) The court gives “considerable weight to the competency and integrity of counsel and the involvement of a neutral mediator in assuring itself that a settlement agreement represents an arm’s length transaction entered without self-dealing or other potential misconduct.” (*Kullar, supra*, 168 Cal.App.4th at p. 129.) The terms of the settlement and notice procedures appear generally fair, reasonable and adequate. The parties revised the scope of the PAGA release and certain notice provisions at the court’s requests. (See generally Blanchard Decl., filed Aug. 19, 2025.)

SERVICE AWARD, FEES, & COSTS

The court will not rule on the incentive award for the representative plaintiff, attorney’s fees, or costs until final approval but provides the following preliminary guidance:

Any incentive, enhancement, or service award must be supported with “quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs.” (*Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785, 807.) This court is unlikely to approve an award of more than \$7,500.00

ORDER re: Hearing on Motion - Other Motion for Preliminary Approval of
Class Action and PAGA Settlement; filed by AMIRA FAKIRA
(Plaintiff) CRS# 448276774788; Initial Case Management
Conference filed by AMIRA FAKIRA (Plaintiff) on 07/07/2025

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

absent special circumstances.

This court's benchmark for attorney's fees is 30%. (See *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 495; *Schulz v. Jeppesen Sanderson, Inc.* (2018) 27 Cal.App.5th 1167, 1175; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557 fn. 13; *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 fn 11.) A "court approving a settlement that includes a negotiated fee [] is required to decide if the fee negotiated by the parties closely approximates the value of the attorneys' work." (*Robbins v. Alibrandi*, 127 Cal.App.4th 438, 452.) Counsel must address the value of the attorneys' work, as well as the justification for any deviation from this court's benchmark. Ten percent of the attorney's fee award must be held by the settlement administrator until completion of the distribution process and court approval of a final accounting.

The settlement agreement authorizes reimbursement of litigation costs. Counsel must provide evidentiary support for the actual costs incurred at the time of final approval.

The court's preference is for Plaintiffs to move for final approval, including approval of attorneys' fees, costs, and Plaintiff's enhancement award, in a single motion.

ORDER

Plaintiff's motion for preliminary approval of class action settlement is GRANTED. The court will enter the proposed order submitted on August 19, 2025. A final approval hearing will be held on March 5, 2026 at 10:00 am in Department 23. The moving party may obtain a reservation number from the clerk.

The Court orders counsel to obtain a copy of this order from the eCourt portal.

Dated : 08/28/2025



Michael Markman / Judge

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

EXHIBIT 3

- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior

Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour

class action.

- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with

other counsel, in final settlement of wage and hour class and PAGA action.

- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 4

List of Expenses Items - 2/5/2026

Date	Type of Expense	Title	Amount
11/8/2023	Mailing	Mailing Cost-Welcome PKG	\$ 1.59
11/9/2023	Mailing	Mailing Cost-C T Corporation System Agent	\$ 8.53
11/9/2023	Mailing	Mailing Cost-CSL Plasma, Inc.	\$ 8.53
11/28/2023	Mailing	Mailing Cost- CSL Plasma	\$ 8.53
11/28/2023	Mailing	Mailing Cost- CSL Plasma	\$ 8.53
12/27/2023	Filing	Steno - Complaint Packet	\$ 1,997.20
1/8/2024	Filing	Steno - Civil Case Cover Sheet	\$ 59.95
1/11/2024	Service	Steno - Personal Service	\$ 193.95
2/5/2024	Filing	Steno - Complaint Packet	\$ 647.20
4/15/2024	Document Purchase	County of Alameda—Document Purchase	\$ 3.00
4/15/2024	Filing	Steno - Notice of Remote Appearance	\$ 59.95
4/16/2024	Filing	Steno - Notice of Posting Jury Fees	\$ 262.45
5/7/2024	Filing	Steno - PROOF OF SERVICE	\$ 59.95
5/21/2024	Mailing	Mailing Cost- CSL Plasma, Inc.	\$ 8.69
5/21/2024	Mailing	Mailing Cost - CT Corporation System Agent	\$ 8.69
6/3/2024	Filing	Steno - CMS	\$ 59.95
6/14/2024	Filing	Steno - NOTICE OF REMOTE APPEARANCE	\$ 59.95
9/27/2024	Mediation Fee	Check to Todd A. Smith, Esq. A Professional Corporation	\$ 10,000.00
9/27/2024	Mailing	Mailing Cost - Todd A. Smith, Esq. A Professional Corporation	\$ 5.54
11/22/2024	Mediation Fee	Payment to Berger Consulting Group	\$ 8,775.00
1/3/2025	Mailing	Mailing Cost- CSL Plasma, Inc.	\$ 0.97
1/3/2025	Mailing	Mailing Cost- C T Corporation System	\$ 0.97
1/8/2025	Filing	Steno - JOINT STIPULATION TO FILE FIRST AMENDED COMPLAINT AND [PROPOSED] ORDER	\$ 86.95
1/22/2025	Filing	Steno - FIRST AMENDED COMPLAINT; FIRST AMENDED SUMMONS	\$ 59.95
3/20/2025	Filing	Steno - JOINT CMCS	\$ 59.95
3/24/2025	Filing	Minute Order -CSL Plasma Inc	\$ 1.00
5/29/2025	Reservation Fee	MPA Hearing Reservation Fee	\$ 1.00
6/4/2025	Filing	Steno - JOINT CASE MANAGEMENT CONFERENCE STATEMENT	\$ 59.95
6/16/2025	Document Purchase	Court Order Purchase	\$ 2.00
7/10/2025	Filing	Steno - MOTION; DECLARATION (4); ORDER; POS	\$ 140.95
7/25/2025	Filing	Steno - JOINT CASE MANAGEMENT CONFERENCE STATEMENT	\$ 59.95
8/19/2025	Document Purchase	Court Document Purchase	\$ 5.00
9/2/2025	Reservation Fee	Hearing MFA	\$ 1.00
TOTAL:			\$ 22,716.82