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Attorneys for Plaintiffs, Amira Fakira and
Fredonna Johnson

**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,

Defendants.

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

Honorable Michael Markman
Department 23

**SUPPLEMENTAL DECLARATION OF
ANNABEL BLANCHARD IN SUPPORT OF
PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: August 28, 2025
Time: 10:00 a.m.
Dept.: 23

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

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1 an order adopting its Tentative Ruling and continuing the hearing to August 28, 2025 at 10:00 a.m.
2 (See July 31, 2025 Order re: Hearing on Motion – Other Motion for Preliminary Approval of Class
3 Actin and PAGA Settlement, attached hereto as **Exhibit 2.**)

4 8. In order to address the Court’s concerns, the Parties have executed the Amended Joint
5 Stipulation of Class Action and PAGA Settlement (“Amended Settlement Agreement” attached as
6 **Exhibit 3**) on August 19, 2025. Attached as **Exhibit 4** is a redlined version of the Amended Settlement
7 Agreement, comparing it to the original settlement agreement.

8 9. Attached as **Exhibit 5** is a revised Class Notice to be sent to Class Members, which
9 incorporates the revisions made to the Amended Settlement Agreement (“Revised Class Notice”).
10 Attached as **Exhibit 6** is a redlined version comparing the original Class Notice with the Revised Class
11 Notice.

12 10. Filed concurrently with this declaration is a Revised Proposed Order which references
13 the Amended Settlement Agreement and attaches the Revised Notice.

14 11. The Parties suggest a date of March 5, 2026 at 10:00 a.m. for the hearing on Plaintiffs’
15 Motion for Final Approval of Class and PAGA Settlement (“Motion for Final Approval”), and a filing
16 deadline of February 9, 2026 for the Motion for Final Approval.

17 I declare under penalty of perjury under the laws of the State of California that the foregoing
18 is true and correct.

19 Executed on August 19, 2025, at Beverly Hills, California

20
21 *A. Blanchard*

22 _____
Annabel Blanchard
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EXHIBIT 1

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

23CV057131: FAKIRA vs CSL PLASMA INC.

**07/31/2025 Hearing on Motion - Other Motion for Preliminary Approval of Class Action
and PAGA Settlement; filed by AMIRA FAKIRA (Plaintiff) CRS# 448276774788 in
Department 23**

Tentative Ruling - 07/30/2025 Michael Markman

The Hearing on Motion - Other Motion for Preliminary Approval of Class Action and PAGA Settlement; filed by AMIRA FAKIRA (Plaintiff) CRS# 448276774788 scheduled for 07/31/2025 is continued to 08/28/2025 at 10:00 AM in Department 23 at Rene C. Davidson Courthouse .

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

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"].)

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

23CV057131: FAKIRA vs CSL PLASMA INC.

**07/31/2025 Hearing on Motion - Other Motion for Preliminary Approval of Class Action
and PAGA Settlement; filed by AMIRA FAKIRA (Plaintiff) CRS# 448276774788 in
Department 23**

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 scope of the PAGA release, however, must be revised A PAGA representative is acting “acting as a proxy or agent” of the LWDA, and many appellate decisions have clarified that a PAGA claim is brought on behalf of the state, rather than individuals. (*Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664, 692 fn. 12 [a PAGA plaintiff “represents a single principal — the LWDA”]; see also, e.g., *Adolph v. Uber Techs., Inc.* (2023) 14 Cal. 5th 1104, 1113; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 81.) As currently drafted, the Settlement Agreement purports to release claims on behalf of “all PAGA employees.” (See Blanchard Decl., Ex. 3 [Settlement Agreement], ¶¶ 39, 50.) This error is unlikely to have practical consequences in the context of settlement, but the court does not want to perpetuate any confusion by approving a settlement that inaccurately implies that PAGA claims are released by anyone other than the LWDA through its authorized agents, i.e., the named plaintiff(s).

Furthermore, the scope of the LWDA’s release must be limited to the scope of PAGA notice letter. (*LaCour v. Marshalls of California, LLC* (2023) 94 Cal.App.5th 1172, 1192–97 [notice letter is “objective source of proof for the scope” of PAGA plaintiff’s “authorized enforcement interest”]; *Accurso v. In-N-Out Burgers* (2023) 94 Cal.App.5th 1128, 1141–1142 [“The delegation of enforcement power from the LWDA to the aggrieved employee is not open-ended. It gives the proxy control of the penalty claims identified in his written notice to the LWDA, but is limited in scope to the specific facts and theories stated in the notice.”].) The Settlement Agreement suggests that the PAGA release extends to cover claims arising out of the factual allegations in the operative complaint. (See Blanchard Decl., Ex. 3 [Settlement Agreement], ¶ 10(ff).) This release is overbroad.

The parties must also designate to a nonprofit organization or foundation that supports “projects that will benefit the class or similarly situated persons,” or that promotes “the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent” as the recipient of any unclaimed funds. (Code Civ. Proc., § 384, subd. (b); see also Code Civ. Proc., §

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

23CV057131: FAKIRA vs CSL PLASMA INC.

**07/31/2025 Hearing on Motion - Other Motion for Preliminary Approval of Class Action
and PAGA Settlement; filed by AMIRA FAKIRA (Plaintiff) CRS# 448276774788 in
Department 23**

382.4.) “It is the policy of the State of California to ensure that the unpaid cash residue and unclaimed or abandoned funds in class action litigation are distributed, to the fullest extent possible, in a manner designed either to further the purposes of the underlying class action or causes of action, or to promote justice for all Californians.” (*Id.*, § 384, subd. (a).) The court is not persuaded that sending the funds to the Unclaimed Property Fund is in line with the state’s policy, as the money is not likely to reach the relevant employees or an appropriate beneficiary. (See Blanchard Decl., Ex. 3 [Settlement Agreement], ¶ 37.)

Corresponding changes must be made to the proposed class notice. The notice should also include the correct location for Department 23.

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 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

Plaintiffs’ motion for preliminary approval of class action settlement is CONTINUED to August 28, 2025 at 10:00 am in Department 23. At least seven (7) court days before the

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

23CV057131: FAKIRA vs CSL PLASMA INC.

**07/31/2025 Hearing on Motion - Other Motion for Preliminary Approval of Class Action
and PAGA Settlement; filed by AMIRA FAKIRA (Plaintiff) CRS# 448276774788 in
Department 23**

continued hearing, Plaintiff must submit a revised proposed order and declaration addressing the issues noted above and suggesting a date, a Thursday at 10:00 am, for the final approval hearing. Any revised documents should be submitted, in a searchable format, as both fully executed versions and in redline. The parties should provide an email courtesy copy to the department at the time of filing.

HOW DO I CONTEST A TENTATIVE RULING?

THROUGH eCOURT

Notify the Court and all the other parties no later than 4:00 PM one court day before the scheduled hearing, and briefly identify the issues you wish to argue through the following steps:

1. Log into eCourt Public Portal
2. Case Search
3. Enter the Case Number and select "Search"
4. Select the Case Name
5. Select the Tentative Rulings Tab
6. Select "Click to Contest this Ruling"
7. Enter your Name and Reason for Contesting
8. Select "Proceed"

BY EMAIL

Send an email to the DEPARTMENT CLERK (dept23@alameda.courts.ca.gov) and all the other parties no later than 4:00 PM one court day before the scheduled hearing. This will permit the department clerk to send invitations to counsel to appear remotely.

Notice via **BOTH** eCourt **AND** email is required. The tentative ruling will become the ruling of the court if no party contests the tentative ruling.

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: 07/31/2025

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 Hearing on Motion - Other Motion for Preliminary Approval of Class Action and PAGA Settlement; filed by AMIRA FAKIRA (Plaintiff) CRS# 448276774788 scheduled for 07/31/2025 is continued to 08/28/2025 at 10:00 AM in Department 23 at Rene C. Davidson Courthouse .

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

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

funds are to be distributed among approximately 700 class members on a pro rata basis.

LEGAL STANDARD

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.

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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

in the context of settlement, but the court does not want to perpetuate any confusion by approving a settlement that inaccurately implies that PAGA claims are released by anyone other than the LWDA through its authorized agents, i.e., the named plaintiff(s).

Furthermore, the scope of the LWDA's release must be limited to the scope of PAGA notice letter. (*LaCour v. Marshalls of California, LLC* (2023) 94 Cal.App.5th 1172, 1192–97 [notice letter is “objective source of proof for the scope” of PAGA plaintiff's “authorized enforcement interest”]; *Accurso v. In-N-Out Burgers* (2023) 94 Cal.App.5th 1128, 1141–1142 [“The delegation of enforcement power from the LWDA to the aggrieved employee is not open-ended. It gives the proxy control of the penalty claims identified in his written notice to the LWDA, but is limited in scope to the specific facts and theories stated in the notice.”].) The Settlement Agreement suggests that the PAGA release extends to cover claims arising out of the factual allegations in the operative complaint. (See Blanchard Decl., Ex. 3 [Settlement Agreement], ¶ 10(ff).) This release is overbroad.

The parties must also designate to a nonprofit organization or foundation that supports “projects that will benefit the class or similarly situated persons,” or that promotes “the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent” as the recipient of any unclaimed funds. (Code Civ. Proc., § 384, subd. (b); see also Code Civ. Proc., § 382.4.) “It is the policy of the State of California to ensure that the unpaid cash residue and unclaimed or abandoned funds in class action litigation are distributed, to the fullest extent possible, in a manner designed either to further the purposes of the underlying class action or causes of action, or to promote justice for all Californians.” (*Id.*, § 384, subd. (a).) The court is not persuaded that sending the funds to the Unclaimed Property Fund is in line with the state's policy, as the money is not likely to reach the relevant employees or an appropriate beneficiary. (See Blanchard Decl., Ex. 3 [Settlement Agreement], ¶ 37.)

Corresponding changes must be made to the proposed class notice. The notice should also include the correct location for Department 23.

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 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.*

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

(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

Plaintiffs’ motion for preliminary approval of class action settlement is CONTINUED to August 28, 2025 at 10:00 am in Department 23. At least seven (7) court days before the continued hearing, Plaintiff must submit a revised proposed order and declaration addressing the issues noted above and suggesting a date, a Thursday at 10:00 am, for the final approval hearing. Any revised documents should be submitted, in a searchable format, as both fully executed versions and in redline. The parties should provide an email courtesy copy to the department at the time of filing.

The Initial Case Management Conference scheduled for 07/31/2025 is continued to 08/28/2025 at 10:00 AM in Department 23 at Rene C. Davidson Courthouse .

Continued to coincide with preliminary approval hearing.

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

Dated : 07/31/2025



Michael Markman / Judge

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

EXHIBIT 3

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

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

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

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

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

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

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

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

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

27 t. “LWDA Payment” means the amount of Sixty Seven Thousand Five Hundred
28 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

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

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

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

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

17 **CLASS CERTIFICATION**

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

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

26 **TERMS OF THE AGREEMENT**

27 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
28 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.,

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

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

21 17. Escalator Clause. Defendant has represented that the Class Members worked a total of
22 32,477 Workweeks during the time period from December 18, 2019 to October 28, 2024. If it is
23 determined by the Settlement Administrator that the total number of Workweeks worked by the Class
24 Members during the time period from December 18, 2019 to December 31, 2024 exceeds 32,477
25 Workweeks by more than 8.75% (*i.e.* by more than 2,842 Workweeks, or in other words, if the
26 Workweeks worked between December 18, 2019 to December 31, 2024 exceed 35,319 Workweeks),
27 then the Gross Settlement Amount will be increased on a proportional basis equal to the percentage
28 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

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

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

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

25 40. Plaintiffs’ General Release. Upon the Effective Date and full funding of the Gross
26 Settlement Amount, Plaintiffs, individually and on their own behalf, will be deemed to have fully,
27 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties
28 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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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 4

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 ~~and the Operative Complaint~~, arising during the PAGA Period,
24 for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections
25 2698 *et seq.*, including all claims for attorneys' fees and costs related thereto, for Defendant's alleged
26 failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated
27 premium payments, timely pay wages during employment and upon termination, provide compliant
28 wage statements, pay 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

1 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
2 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
3 Members and PAGA Employees are not required to submit a claim to be issued an Individual
4 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
5 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
6 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
7 associated with such canceled checks shall be distributed by the Settlement Administrator to ~~the State~~
8 ~~Controller Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA~~
9 ~~Employee~~ the cy pres beneficiary California Court Appointed Special Advocates (“CASA”). The
10 Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code
11 § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or
12 not they cash their settlement checks. Therefore, Defendant will not be required to pay any interest
13 on such amounts. The Settlement Administrator shall undertake amended and/or supplemental tax
14 filings and reporting required under applicable local, state, and federal tax laws that are necessitated
15 due to the cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks.
16 Settlement Class Members whose Individual Settlement Payment checks are canceled shall,
17 nevertheless, be bound by the Class Settlement, and PAGA Employees whose Individual PAGA
18 Payment checks are cancelled shall, nevertheless, be bound by the PAGA Settlement.

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

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

26 40. Plaintiffs’ General Release. Upon the Effective Date and full funding of the Gross
27 Settlement Amount, Plaintiffs, individually and on their own behalf, will be deemed to have fully,
28 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties

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

25 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
26 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
27 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
28

1 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
2 **THE DEBTOR OR RELEASED PARTY.**

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

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

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

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

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

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

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

27 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
28 statements, or filings in furtherance of the Settlement (including all matters associated with the

mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and

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

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

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

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

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

48. Amendment or Modification. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all the Parties and subject

1 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
2 constitute a waiver of any other provision.

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

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

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

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

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

27 54. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
28 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at

1 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
2 account all relevant factors, present and potential. The Parties further acknowledge that they are each
3 represented by competent counsel and that they have had an opportunity to consult with their counsel
4 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
5 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
6 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
7 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

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

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

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

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

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

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

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

20 To Plaintiffs and Class Counsel:

21 Jonathan M. Genish

22 jgenish@blackstonepc.com

23 Barbara DuVan-Clarke

24 BDC@blackstonepc.com

25 Danielle GruppChang

26 dgruppchang@blackstonepc.com

27 P.J. Van Ert

28 pjvanert@blackstonepc.com

Annabel Blanchard

ablanchard@blackstonepc.com

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: _____

Amira Fakira

PLAINTIFF FREDONNA JOHNSON

Dated: _____

Fredonna Johnson

DEFENDANT CSL PLASMA INC.

Dated: _____

Full Name: _____

Title: _____
On behalf of CSL Plasma Inc.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

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

BALLARD SPAHR, LLP

Dated: _____

Nima Darouian
Nalee Xiong
Attorneys for Defendant CSL Plasma Inc.

EXHIBIT 5

NOTICE OF CLASS ACTION SETTLEMENT

Amira Fakira, Fredonna Johnson v. CSL Plasma, Inc.

Superior Court of California for the County of Alameda, Case Nos. 23CV057131; 24CV062485

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Amira Fakira and Fredonna Johnson ("Plaintiffs") and Defendant CSL Plasma Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Amira Fakira, Fredonna Johnson v. CSL Plasma, Inc.*, Alameda County Superior Court, Case Nos. 23CV057131 and 24CV062485 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means 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 Period" means the period from December 18, 2019 through December 31, 2024.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means 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.

"PAGA Period" means the period from November 27, 2022 through December 31, 2024.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On November 27, 2023, and May 21, 2024, Plaintiff Fakira provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On December 18, 2023, Plaintiff Fakira commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action ("Class Action"). On February 2, 2024, Plaintiff Fakira filed a Complaint for Damages and Enforcement under Private Attorneys General Act in the Action ("PAGA Action"). On January 2, 2025, Plaintiff Fakira submitted an amended written notice to the LWDA ("PAGA Letter") which included Plaintiff Johnson. On January 22, 2025, Plaintiffs filed a First Amended Class Action Private Attorneys General Act ("PAGA") Representative Action Complaint. ("Operative Complaint") in the Action, consolidating the claims and allegations of the PAGA Action into the Class Action.

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, unlawful wage deductions, pay vested vacation wages, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiffs seek, among other things, recovery of

unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies that it did anything wrong, and expressly denies all of the allegations in the Action or that it violated any law. Defendant further denies any liability whatsoever to Plaintiff or to the Class, and denies that it owes money to the Plaintiffs or the Class for any of the alleged claims.

The Court has not made any determination as to whether the claims advanced by the Plaintiffs have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. Specifically, the Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement"). By agreeing to resolve the lawsuit, all Parties avoid the risks and cost of a trial.

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action Administration as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Amira Fakira and Fredonna Johnson as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Barbara DuVan-Clarke
Danielle GruppChang
P.J. Van Ert
Annabel Blanchard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Five Hundred Ninety Thousand Dollars (\$1,590,000) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty five percent (35%) of the Gross Settlement Amount (i.e., \$556,500 if the Gross Settlement Amount is \$1,590,000), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty Seven Thousand Dollars (\$27,000) to Class Counsel; (2) Enhancement Payments in amounts of up to Ten Thousand Dollars (\$10,000) *each* to Plaintiffs (for a total of \$20,000) for their services in the Action; (3) the amount of Ninety Thousand Dollars (\$90,000) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$67,500)

("LWDA Payment") and the remaining 25% (\$22,500) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on 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 ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, thirty percent (30%) interest, and fifty percent (50%) as penalties and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on number of pay periods each PAGA Employee worked for Defendant as an hourly-paid non-exempt employee in California during the PAGA Period, which will be calculated based on Defendant's data and records concerning the total number of pay periods each PAGA Employee performed work for Defendant in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From December 18, 2019 through December 31, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From November 27, 2022 through December 31, 2024 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweek Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Amira Fakira, Fredonna Johnson v. CSL Plasma, Inc.*, Case No. 23CV057131) (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before**

[Response Deadline].

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon 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.

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.

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

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, pay 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.

“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.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty five percent (35%) of the Gross Settlement Amount

(i.e., \$556,500 if the Gross Settlement Amount is \$1,590,000) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Seven Thousand Dollars (\$27,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiffs

Plaintiffs will seek the amount of Ten Thousand Dollars (\$10,000) each (for a total of \$20,000) (“Enhancement Payments”), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Individual Settlement Payment and Individual PAGA Payment that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Five Hundred Dollars (\$12,500) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Amira Fakira, Fredonna Johnson v. CSL Plasma, Inc.*, Case No. 23CV057131); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class

Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Amira Fakira, Fredonna Johnson v. CSL Plasma, Inc.*, Case No. 23CV057131); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 23 of the Alameda County Superior Court, located at 1221 Oak Street, Alameda, California 94612, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely by visiting the following website: <https://www.alameda.courts.ca.gov/general-information/remote-appearances>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting 1221 Oak Street, Alameda, California 94612, during normal business hours or by online by visiting the following website: <https://portal.alameda.courts.ca.gov/>

You may also visit the Settlement Administrator’s website at **[redacted]** for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**

EXHIBIT 6

NOTICE OF CLASS ACTION SETTLEMENT

Amira Fakira, Fredonna Johnson v. CSL Plasma, Inc.

Superior Court of California for the County of Alameda, Case Nos. 23CV057131; 24CV062485

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Amira Fakira and Fredonna Johnson ("Plaintiffs") and Defendant CSL Plasma Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Amira Fakira, Fredonna Johnson v. CSL Plasma, Inc.*, Alameda County Superior Court, Case Nos. 23CV057131 and 24CV062485 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means 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 Period" means the period from December 18, 2019 through December 31, 2024.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means 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.

"PAGA Period" means the period from November 27, 2022 through December 31, 2024.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On November 27, 2023, and May 21, 2024, Plaintiff Fakira provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On December 18, 2023, Plaintiff Fakira commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action ("Class Action"). On February 2, 2024, Plaintiff Fakira filed a Complaint for Damages and Enforcement under Private Attorneys General Act in the Action ("PAGA Action"). On January 2, 2025, Plaintiff Fakira submitted an amended written notice to the LWDA ("PAGA Letter") which included Plaintiff Johnson. On January 22, 2025, Plaintiffs filed a First Amended Class Action Private Attorneys General Act ("PAGA") Representative Action Complaint. ("Operative Complaint") in the Action, consolidating the claims and allegations of the PAGA Action into the Class Action.

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, unlawful wage deductions, pay vested vacation wages, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiffs seek, among other things, recovery of

unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies that it did anything wrong, and expressly denies all of the allegations in the Action or that it violated any law. Defendant further denies any liability whatsoever to Plaintiff or to the Class, and denies that it owes money to the Plaintiffs or the Class for any of the alleged claims.

The Court has not made any determination as to whether the claims advanced by the Plaintiffs have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. Specifically, the Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement"). By agreeing to resolve the lawsuit, all Parties avoid the risks and cost of a trial.

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action Administration as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Amira Fakira and Fredonna Johnson as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Barbara DuVan-Clarke
Danielle GruppChang
P.J. Van Ert
Annabel Blanchard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Five Hundred Ninety Thousand Dollars (\$1,590,000) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty five percent (35%) of the Gross Settlement Amount (i.e., \$556,500 if the Gross Settlement Amount is \$1,590,000), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty Seven Thousand Dollars (\$27,000) to Class Counsel; (2) Enhancement Payments in amounts of up to Ten Thousand Dollars (\$10,000) *each* to Plaintiffs (for a total of \$20,000) for their services in the Action; (3) the amount of Ninety Thousand Dollars (\$90,000) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$67,500)

("LWDA Payment") and the remaining 25% (\$22,500) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on 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 ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, thirty percent (30%) interest, and fifty percent (50%) as penalties and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on number of pay periods each PAGA Employee worked for Defendant as an hourly-paid non-exempt employee in California during the PAGA Period, which will be calculated based on Defendant's data and records concerning the total number of pay periods each PAGA Employee performed work for Defendant in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From December 18, 2019 through December 31, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From November 27, 2022 through December 31, 2024 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweek Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Amira Fakira, Fredonna Johnson v. CSL Plasma, Inc.*, Case No. 23CV057131) (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before**

[Response Deadline].

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon 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.

Upon the full funding of the Gross Settlement Amount, Plaintiffs, and the State of California with respect to all PAGA Employees, ~~and 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.

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

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter ~~and the Operative Complaint~~, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, pay 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.

“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.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty five percent (35%) of the Gross Settlement Amount

(i.e., \$556,500 if the Gross Settlement Amount is \$1,590,000) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Seven Thousand Dollars (\$27,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiffs

Plaintiffs will seek the amount of Ten Thousand Dollars (\$10,000) each (for a total of \$20,000) (“Enhancement Payments”), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Individual Settlement Payment and Individual PAGA Payment that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Five Hundred Dollars (\$12,500) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, ~~and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.~~

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Amira Fakira, Fredonna Johnson v. CSL Plasma, Inc.*, Case No. 23CV057131); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released

Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement ~~(and the release of Released PAGA Claims described in Section III.D above)~~ and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Amira Fakira, Fredonna Johnson v. CSL Plasma, Inc.*, Case No. 23CV057131); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 23 of the Alameda County Superior Court, located at 1221 Oak Street, Alameda, California 94612 ~~the George E. McDonald Hall of Justice, 2233 Shore Line Drive, Alameda, California 94501~~, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely by visiting the following website: <https://www.alameda.courts.ca.gov/general-information/remote-appearances>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting 1221 Oak Street, Alameda, California 94612 ~~2233 Shore Line Drive, Alameda, California 94501~~, during normal business hours or by online by visiting the following website: <https://eportal.alameda.courts.ca.gov/>

You may also visit the Settlement Administrator’s website at **[redacted]** for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**