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**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

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

**Reservation ID:** 448276774788

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

1 **[PROPOSED] ORDER**

2 On July 31, 2025 at 10:00 a.m. in Department 23 of the above-captioned Court located at 1225  
3 Fallon Street Oakland, California 94612 at Rene C. Davidson Courthouse, Plaintiffs Amira Fakira and  
4 Fredonna Johnson's ("Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA  
5 Settlement, came on for hearing before the Honorable Michael Markman. Blackstone Law, APC  
6 appeared on behalf of Plaintiffs and Ballard Spahr, LLP appeared on behalf of Defendant CSL Plasma  
7 Inc. ("Defendant").

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

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA  
13 Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration of  
14 Annabel Blanchard in Support of Plaintiff's Motion for Preliminary Approval of Class Action and  
15 PAGA Settlement. This is based on the Court's determination that the Settlement falls within the  
16 range of possible approval as fair, adequate, and reasonable.

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

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

27 4. The Court preliminarily finds that the Settlement, including the allocations for the  
28 Attorneys' Fees and Costs, Enhancement Payments, LWDA Payment, Settlement Administration  
Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the

1 Settlement Agreement, appear to be within the range of reasonableness of a settlement that could  
2 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery  
3 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement  
4 awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable  
5 when balanced against the probable outcome of further litigation relating to certification, liability, and  
6 damages issues and are consistent with the requirements of California Labor Code § 2699(1).

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

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

18               All current and former hourly-paid non-exempt employees of Defendant who  
19               worked within the State of California at any time during the Class Period.

20               (The Class Period is defined as the period from December 18, 2019 through  
21               December 31, 2024.)

22         7.       The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke,  
23 Danielle GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as counsel for  
24 the Class (“Class Counsel”).

25         8.       The Court provisionally appoints Plaintiffs Amira Fakira and Fredonna Johnson as the  
26 representative of the Class (“Class Representatives”).

27         9.       The Court provisionally appoints Apex Class Action Administrators, LLC to handle  
28 the administration of the Settlement (“Settlement Administrator”).

       10.       Within twenty-one (21) calendar days after entry of this Order, Defendant will provide

a list in a formatted readable Microsoft Office Excel spreadsheet to the Settlement Administrator containing the following information for each Class Member: last known mailing address, Social Security number, the total number of Workweeks in which the Class Member performed work for Defendant in California during the Class Period; and the total number of Pay Periods in which the PAGA Employee performed work for Defendant in California during the PAGA Period (if applicable) (collectively referred to as the “Class List”) in conformity with the Settlement Agreement.

11. The Court approves, both as to form and content, the Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit A**. The Class Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members’ right to dispute the Workweeks and/or PAGA Workweeks credited to each of them by submitting a Workweeks Dispute, and of each Settlement Class Member’s right and opportunity to object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice in English and Spanish by First-Class U.S. Mail to all Class Members within seven (7) calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original

1 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded  
2 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not  
3 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.  
4 Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual  
5 PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who  
6 do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be  
7 bound by the Settlement Agreement and any final judgment based thereon.

8 13. A Final Approval Hearing shall be held before this Court on  
9 \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in Department 23 of the Alameda  
10 County Superior Court, located at 1225 Fallon Street Oakland, California 94612 at Rene C. Davidson  
11 Courthouse, to determine all necessary matters concerning the Settlement, including: whether the  
12 proposed settlement of the action on the terms and conditions provided for in the Settlement is fair,  
13 adequate, and reasonable and should be finally approved by the Court; whether a judgment, as  
14 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the  
15 Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA  
16 Employees; and determine whether to approve the requests for the Attorneys' Fees and Costs,  
17 Enhancement Payments, Settlement Administration Costs, and allocation for the PAGA Amount.

18 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'  
19 Fees and Costs, Enhancement Payments, and Settlement Administration Costs, along with the  
20 appropriate declarations and supporting evidence, including the Settlement Administrator's  
21 declaration, by \_\_\_\_\_, to be heard at the Final Approval Hearing.

22 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice  
23 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of  
24 Objection must be signed and must contain the information that is required, as set forth in the Class  
25 Notice, including and not limited to the grounds for the objection. Settlement Class Members,  
26 individually or through counsel, may also present their objection orally at the Final Approval Hearing,  
27 regardless of whether they have submitted a Notice of Objection.

28 16. In the event the Settlement does not become effective in accordance with the terms of

1 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails  
2 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and  
3 the parties shall revert back to their respective positions as of before entering into the Settlement  
4 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible  
5 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

6 17. The Court reserves the right to adjourn or continue the date of the Final Approval  
7 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class  
8 Members and retains jurisdiction to consider all further applications arising out of or connected with  
9 the Settlement.

10 **IT IS SO ORDERED.**

11  
12 Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Michael Markman  
Judge of the Superior Court

1 EXHIBIT A

2 **NOTICE OF CLASS ACTION SETTLEMENT**

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

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

5 **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

6 **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.**

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

8 **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.**

9 **YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between  
10 Plaintiffs Amira Fakira and Fredonna Johnson ("Plaintiffs") and Defendant CSL Plasma Inc. ("Defendant")  
11 (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Amira Fakira,*  
12 *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.

13 **I. IMPORTANT DEFINITIONS**

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

16 **"Class Period"** means the period from December 18, 2019 through December 31, 2024.

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

18 **"PAGA Employee(s)"** means all current and former hourly-paid non-exempt employees of Defendant who  
19 worked within the State of California at any time during the PAGA Period.

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

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

22 **II. BACKGROUND OF THE ACTION**

23 On November 27, 2023, and May 21, 2024, Plaintiff Fakira provided written notice to the California Labor and  
24 Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor  
25 Code that Plaintiff contends were violated ("PAGA Letter"). On December 18, 2023, Plaintiff Fakira  
26 commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action ("Class  
27 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.

28 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

1 employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business  
2 expenses, and thereby engaged in unfair business practices in violation of the California Business and  
3 Professions Code section 17200, *et seq.*, unlawful wage deductions, pay vested vacation wages, and conduct that  
4 gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code  
5 Section 2698, *et seq.* ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and  
6 rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and  
7 costs.

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

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

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

22 Jonathan M. Genish  
23 Barbara DuVan-Clarke  
24 Danielle GruppChang  
25 P.J. Van Ert  
26 Annabel Blanchard  
27 **Blackstone Law, APC**  
28 8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

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

26 The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is  
27 intended or will be construed as an admission by Defendant that the claims in the Action have merit or that  
28 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.

### 27 **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### 28 **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.**

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

2 According to Defendant's records:

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

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

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

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

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

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

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

29           **D.       Release of Claims**

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

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

36 "Released Class Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs,  
37 expenses, attorneys' fees, damages, or causes of action which were alleged or which could have been alleged  
38 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

1 in Section III.D above.

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

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

9 **B. Request Exclusion from the Class Settlement**

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

12 [Settlement Administrator]  
13 [Mailing Address]

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

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

28 **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 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

1 Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement  
2 Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

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

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

8 **VI. ADDITIONAL INFORMATION**

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

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

15 You may also visit the Settlement Administrator's website at [REDACTED] for key documents in the Action.

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

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