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Superior Court of California,
County of Alameda

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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

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

Reservation ID: 448276774788

Date: July 31, 2025
Time: 10:00 a.m.
Dept.: 23

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

1 **DECLARATION OF ANNABEL BLANCHARD**

2 I, Annabel Blanchard, declare and state as follows:

3 1. I am an attorney duly licensed to practice law in all Courts of the State of California. I
4 am a member of Blackstone Law, APC (“Class Counsel”), attorneys of record for Plaintiffs Amira
5 Fakira and Fredonna Johnson (“Plaintiffs”). I have personal knowledge of the facts contained herein,
6 and, if called to testify, I could and would competently do so.

7 **Experience and Adequacy of Blackstone Law, APC**

8 2. Blackstone Law, APC was started in February 2018, representing plaintiffs in
9 individual and representative employment litigation. The firm has grown exponentially over the past
10 seven-plus years, now maintaining over twenty highly pedigreed attorneys working on almost
11 exclusively labor and employment class actions, California Labor Code Private Attorney General Act
12 of 2004 (“PAGA”) cases, and individual matters, with roughly 15% of the firm focused on other
13 complex general litigation matters. Below is a summary of the experience and qualifications of the
14 attorneys from Blackstone Law, APC who primarily have been responsible for the representation of
15 Plaintiffs in connection with the resolution of the above-captioned matter.

16 3. Jonathan M. Genish is the founder of Blackstone Law, APC. He received his law
17 degree from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in
18 2008. During law school, he clerked at the litigation firm Oved & Oved, LLP and was published
19 several times in various small publications. Upon graduation, he was rehired by Freedman &
20 Taitelman, LLP as an associate and remained employed there from September 2008 through August
21 2015. During his tenure, he managed hundreds (perhaps thousands) of complex litigation cases,
22 ranging from employment, corporate, entertainment, and general business litigation matters, though
23 his primary area of expertise was employment, both single plaintiff and representative actions. On the
24 vast majority of those cases, he was the only or primary attorney managing the case and thus obtained
25 extensive experience. In that capacity, he conducted wage and hour and wrongful termination labor
26 and employment intakes; was the primary contact for all clients; took and defended hundreds (if not
27 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
28 motions and pleadings, including dispositive and certification motions; strategized on all cases;

attended all hearings; attended all mediations; coordinated with class action administrators; prepared and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all other intricate facets of litigation. During that time, he represented a wide range of clients from sole proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of the cases he managed were highly publicized, with articles written about them in the Los Angeles Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has regularly honored him as a Southern California Rising Star since 2012.

4. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of California at Los Angeles in 2003, and then obtained her Juris Doctorate from Case Western Reserve University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the California Employment Lawyers' Association ("CELA") and other organizations.

5. Alexander K. Spellman is a senior associate attorney who worked on this matter when he worked at Blackstone. He graduated from University of California at Los Angeles in 2001, with a Bachelor of Arts degree in American Literature and Culture. He then obtained his Juris Doctorate from Loyola Law School, graduating in 2006, and was admitted to the California State Bar in July 2007. He practiced exclusively plaintiff's side labor and employment law from 2016 through 2024.

6. Danielle L. GruppChang is a senior associate attorney. She graduated from California Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science with a minor in Communication Studies. She then obtained her Juris Doctorate from University of California Law San Francisco (formerly known as University of California Hastings College of the Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has practiced exclusively plaintiff's side labor and employment class and representative action law from 2017 through the present.

7. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having worked at an employment litigation firm for 2 years, and prior to that, having served as a District

1 Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding
2 that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in
3 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law
4 with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004.

5 8. I joined Blackstone Law, APC from a highly reputable employment law firm. I
6 graduated from University of California at Berkeley with a Bachelor of Arts degree in 2001, and from
7 Southwestern University School of Law with a Juris Doctorate in 2008. I was admitted to the State
8 Bar of California in December of 2008. I have worked on many wage and hour class action and PAGA
9 representative matters, and my work has included, *inter alia*, researching and drafting pleadings,
10 administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement
11 agreements, engaging in motion practice, claims evaluation and analysis, and making court
12 appearances.

13 9. Blackstone Law, APC has been counsel of record on several class action and PAGA
14 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

15 **Procedural History of the Action**

16 10. On November 27, 2023, Plaintiff Fakira provided written notice to the Labor and
17 Workforce Development Agency (“LWDA”) by online submission and to CSL Plasma, Inc. by U.S.
18 Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the
19 California Labor Code alleged to have been violated by Defendant. On and May 21, 2024 and January
20 2, 2025, Plaintiffs Fakira and Johnson submitted amended written notices to the LWDA and Defendant
21 (together, the written notices are the “PAGA Letters”). A true and correct copy of the PAGA Letters
22 is attached hereto as **Exhibit 2**.

23 11. On December 18, 2023, Plaintiff Fakira filed a Class Action Complaint for Damages
24 in the action entitled *Amira Fakira v. CSL Plasma Inc.*, Alameda County Superior Court Case No.
25 23CV057131 (“Class Action”), thereby commencing a putative class action against Defendant.

26 12. On February 2, 2024, Plaintiff Fakira filed a Complaint for Enforcement Action Under
27 the Private Attorneys General Act, Cal. Labor Code §§ 2698 *et seq.* (“PAGA Complaint”) in the action
28 entitled *Amira Fakira v. CSL Plasma Inc.*, Alameda County Superior Court Case No. 24CV062485,

1 (“PAGA Action”), thereby commencing a putative representative PAGA action against Defendant.
2 (Together, the PAGA Action and Class Action will be referred to herein as the “Actions.”)

3 13. On January 22, 2025, Plaintiffs filed a First Amended Class Action and Private
4 Attorneys General Act (“PAGA”) Representative Action Complaint (“Operative Complaint”) in the
5 Class Action. The Operative Complaint alleges twelve (12) causes of action for violations of the
6 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
7 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
8 rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment,
9 failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure
10 to reimburse necessary business expenses, for violations of California Business & Professions Code
11 Section 17200, et seq. based on the aforementioned California Labor Code violations, unlawful wage
12 deductions, failure to pay vested vacation wages, and for civil penalties under the Private Attorneys
13 General Act of 2004 pursuant to California Labor Code Section 2698 et seq. (“PAGA”) based on the
14 aforementioned California Labor Code violations.

15 14. On October 28, 2024, the Parties participated in a formal mediation conducted by Todd
16 Smith (the “Mediator”), a neutral and respected mediator with extensive experience in complex wage
17 and hour matters, during which the Parties were able to reach an agreement to resolve the Actions in
18 their entirety.

19 15. On April 30, 2025, the Parties executed the Joint Stipulation of Class Action and PAGA
20 Settlement (“Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement
21 Agreement is attached hereto as **Exhibit 3**.

22 16. The Parties believe the Settlement Agreement is fair, reasonable, and adequate. The
23 Parties understand, acknowledge, and agree that the Settlement Agreement constitutes a compromise
24 of Plaintiffs’ class and PAGA claims, and that it is the desire and intention of the Parties to affect a
25 final and complete resolution of the Actions.

26 17. Defendant denies all of the claims in the Actions, and does not waive, but rather
27 expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural,
28 and factual grounds should the Settlement Agreement not become final. The Settlement Agreement

1 reflects a compromise reached to end litigation in the Actions. Following significant investigation and
2 extensive settlement negotiations, Plaintiffs now seek approval of the proposed Settlement Agreement,
3 which will resolve all class and representative claims alleged in the Actions.

4 **Summary of the Terms of the Settlement Agreement**

5 18. For purposes of settlement only, the Parties have agreed that the Class shall be defined
6 as “all current and former hourly-paid non-exempt employees of Defendant who worked within the
7 State of California at any time during the Class Period” (“Class Members” or “Class”). The Class
8 Period is defined as the period from December 18, 2019 through December 31, 2024. Based on
9 information provided by Defendant, it is estimated that there are approximately Seven Hundred Forty-
10 One (741) Class Members.

11 19. The Parties have agreed to settle the class and PAGA claims at issue in the Actions for
12 a non-reversionary Gross Settlement Amount of One Million Five Hundred Ninety Thousand Dollars
13 (\$1,590,000), exclusive of employer-side payroll taxes. The Gross Settlement Amount is a common
14 fund and therefore includes all requested costs, fees, and other allocations. The Gross Settlement
15 Amount includes: (1) Attorney’s fees and costs in the amount of thirty-five percent (35%) of the Gross
16 Settlement Amount (i.e., \$556,500 if the Gross Settlement Amount is \$1,590,000); (2) Class Counsel’s
17 actual litigation costs and expenses, not to exceed Twenty Seven Thousand Dollars (\$27,000); (3)
18 Settlement Administration Costs, not to exceed Twelve Thousand Five Hundred Dollars (\$12,500);
19 (4) Enhancement Payments in the amount of Ten Thousand Dollars (\$10,000) *each* to the named
20 plaintiffs (for a total of \$20,000); and (5) PAGA Amount in the amount of Ninety Thousand Dollars
21 (\$90,000). After the above-estimated amounts are deducted from the Gross Settlement Amount, the
22 Net Settlement Amount that will be available for Class Members is currently estimated to be Eight
23 Hundred Eighty-Four Thousand Dollars (\$884,000). Additionally, twenty-five percent (25%) of the
24 PAGA Amount, or Twenty-Two Thousand Five Hundred Dollars (\$22,500), will be distributed and
25 paid to PAGA Employees (“PAGA Employee Amount”) on a *pro rata* basis based upon the number
26 of pay periods they each worked for Defendant as an hourly-paid non-exempt employee during the
27 PAGA Period from November 27, 2022 through December 31, 2024 (“Pay Periods”).

28 20. The Gross Settlement Amount was agreed upon based on Defendant’s representations

1 that there were approximately 703 Class Members who worked a total of 32,477 Workweeks during
2 the period from December 18, 2019 to October 28, 2024 (“Relevant Time Period”). If it is determined
3 by the Settlement Administrator that the total number of Workweeks worked by the Class Members
4 during the Relevant Time Period actually exceeds 32,477 by more than 8.75%, then the Gross
5 Settlement Amount will be increased on a proportional basis equal to the percentage increase in the
6 number of Workweeks worked by the Class Members above the 8.75% buffer. For example, if the
7 number of Workweeks increases by 10%, then the Gross Settlement Amount will increase by 1.25%.

8 21. The Net Settlement Amount will be distributed and paid to all Settlement Class
9 Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”)
10 on a *pro rata* basis based on their number of Workweeks. The Settlement Class Member’s *pro rata*
11 share of the Net Settlement Amount calculated according to the number of Workweeks worked during
12 the Class Period (“Individual Settlement Payment”) will be calculated by the Administrator, in
13 accordance with the Settlement Agreement.

14 22. Twenty-five percent (25%) of the PAGA Amount will be distributed and paid to all
15 PAGA Employees on a *pro rata* basis based on the total number of Pay Periods worked by each PAGA
16 Employee during the PAGA Period (“Individual PAGA Payments”). The PAGA Employees’
17 Individual PAGA Payment will be calculated by the Administrator, in accordance with the Settlement
18 Agreement.

19 23. Each Individual Settlement Share will be allocated as twenty percent (20%) wages (the
20 “Wage Portion”) and thirty percent (30%) interest, and fifty percent (50%) penalties and other non-
21 wage damages. (the “Non-Wage Portion”). The Wage Portions will be reported on an IRS Form W-2
22 and the Non-Wage Portions will be reported on an IRS Form 1099 (if applicable) by the Administrator.
23 The Administrator will withhold the employee’s share of taxes and withholdings with respect to the
24 Wage Portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for
25 their net payment of their Individual Settlement Payment. The employers’ share of taxes and
26 contributions in connection with the Wage Portion of Individual Settlement Shares will be paid by
27 Defendant separately and in addition to the Gross Settlement Amount. Each Individual PAGA
28 Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS

1 Form 1099 (if applicable) by the Administrator.

2 24. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
3 Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Amount
4 will be fully distributed to the LWDA and PAGA Employees, in accordance with the Settlement
5 Agreement. No money will revert to Defendant.

6 25. Each Individual Settlement Payment and Individual PAGA Payment check will be
7 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
8 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be
9 distributed by the Administrator to the State of California's Unclaimed Property Fund in the name of
10 the Settlement Class Member and/or PAGA Employee.

11 **The Settlement is Reasonable**

12 ***Informed Arms-Length Negotiations***

13 26. The Parties' settlement negotiations were at all times made at arm's-length and were
14 adversarial. The Settlement was reached following a full day of mediation with a highly respected
15 mediator with substantial experience mediating wage and hour cases, and the Parties engaged in
16 additional negotiations in order to finalize the long-form agreement presently before the Court.

17 27. The Parties engaged in informal discovery prior to reaching a settlement. Prior to
18 mediation, Defendant produced a random sampling of putative class members' time and pay records.
19 Defendant also produced its employee handbooks with relevant wage and hour policies, and
20 information regarding the total number of putative class members, the number of current versus former
21 employees, the total workweeks worked by the putative class members, and the average rate of pay
22 for the putative class members.

23 28. This allowed Class Counsel to conduct an informed assessment and analysis of the
24 strengths and weaknesses of the claims and the potential class-wide damages.

25 29. Based on the information exchanged, the Parties briefed issues regarding class
26 certification and liability and provided their analyses to the Mediator who helped the Parties debate
27 the strengths and weakness of their respective positions.
28

Estimate of Potential Value of Claims

30. Class Counsel analyzed all available data and estimated Defendant's maximum potential exposure to be approximately \$9,983,891, assuming the litigation was successful at trial on all claims at issue and every employee had a violation for each claim on every shift worked. This maximum potential analysis was then reduced based on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an estimated maximum liability for all claims at issue and the total aggregate pay periods during the relevant time period, less interest, and based on the analysis of the data which was extrapolated out for all class members across the entire putative class period, which included: \$587,226 for meal period violations; \$3,868,466 for rest period violations at a 100% violation rate; \$7,886 for unpaid overtime and sick pay wages at the required regular rate; \$915,527 for unpaid off-the-clock work (1 hour per week); \$253,470 for unreimbursed business expenses; \$1,995,466 for waiting time penalties; and \$1,144,550 for wage statement violations. Plaintiffs further estimated that Defendant faced an additional exposure of approximately \$1,211,300 in potential, non-stacked PAGA penalties. Together with the PAGA penalties, Defendant's maximum potential exposure totaled \$9,983,891 in damages.

Specific Risks Considered

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

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

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

9 34. For example, Plaintiffs' meal period claims, which were based on Defendant's alleged
10 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
11 Plaintiffs' theory of liability for meal period violations was based on allegations that Defendant had
12 failed to implement their policies and that their practices failed to allow Class Members to take meal
13 breaks in the manner required under California law. For instance, Plaintiffs reported that Plaintiffs and
14 other class members clocked in and out for meal breaks using a fingerprint identification machine, and
15 that there was often a line to access the machine. Plaintiffs also reported that they and other class
16 members frequently had to cut meal periods short to attend to time-sensitive work tasks, such as
17 refrigeration plasma samples which had been collected in a timely fashion for optimal preservation.
18 Defendant contended that its policies and practices at all times during the Class Period were lawful.
19 Defendant further argued that the rate of purported meal period violations reflected in the data would
20 require individualized inquiry and that such inquiry would prohibit a class from being certified. Class
21 Counsel also had to consider the risk that the Court would find validity in the individualized proof
22 defense to certification of Plaintiffs' meal period claim.

23 35. Additionally, a large portion of Defendant's overall liability lies in Plaintiffs' rest
24 period allegations. As with the meal period allegations, Defendant contended that they had a lawful
25 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
26 required under California law. Additionally, this claim was even more uncertain given the difficulties
27 associated with proving the alleged rest period violations, as Defendant was not required to record
28 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate

1 concerns Plaintiffs would not be able to certify these claims or prove substantial damages with
2 requisite certainty, which made the estimated value of this claim subject to much challenge.

3 36. Plaintiffs also faced challenges certifying and proving liability for the minimum wage
4 and overtime claims. These claims were largely based on unrecorded, off-the-clock work performed
5 by the Class Members both during purported meal periods and prior to their shifts. Such off the clock
6 work consisted of tasks such as donning and doffing personal protective equipment, logging in to
7 electronic equipment and waiting for it to boot up, and locking secure freezers, among other tasks.
8 However, the individualized nature of why this work was performed and the individualized nature of
9 damages presented substantial concerns regarding the manageability of the case and the risk the Court
10 could find these issues prevented certification, and the estimated damages for this claim were based
11 on an assumption that all Class Members worked off the clock for at least one hour per week.

12 37. There are also substantial risks associated with Plaintiffs' waiting time penalties and
13 wage statement claims. First, these claims were derivative of Plaintiffs' claims for unpaid meal period
14 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
15 certification was denied on those underlying claims, these derivative claims for penalties would also
16 likely fail. Further, even if Plaintiffs prevailed on their underlying claims, they would still be required
17 to demonstrate that Defendant's violations of California Labor Code section 203 were *willful*
18 violations. Due to the difficulty of proving that Defendant's violations of California Labor Code
19 section 203 were *willful*, Plaintiffs applied a significant additional discount to these claims in
20 particular. Wage statement claims have also seen varying treatment at the appellate level because such
21 claims have an element of discretion attached to them rather than a pure calculation of damages after
22 liability is proven. Accordingly, these derivative claims, which comprised a substantial portion of
23 Defendant's estimated liability, were therefore uncertain.

24 38. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
25 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
26 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to
27 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
28 contact them, and obtain declarations at great expense. Obtaining the cooperation of current employees

1 would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current
2 employer. On the other hand, Defendant would likely be able to obtain the cooperation of their
3 employees. Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals
4 would substantially delay any recovery by the Class.

5 39. Therefore, taking into account how each of the above risks potentially effected
6 Plaintiffs' ability to first obtain class certification, and then prove the underlying violations, plus the
7 cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendant's
8 estimated liability based on the challenges facing his ability to succeed on class certification by 60%
9 to \$3,993,556.40. The merits-based risk factors further reduced Defendant's estimated liability by an
10 additional 60%. This resulted in an adjusted estimated liability of \$1,597,422.56. In light thereof, the
11 settlement amount of \$1,590,000 is a significant settlement.

12 40. Class Counsel also separately contemplated the risks of proceeding with the PAGA
13 claims and potential liability Defendant could face from these claims as part of the global resolution.
14 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiffs' underlying
15 wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the imposition
16 of cumulative civil penalties based on the alleged wage and hour violations could be considered unjust,
17 arbitrary and oppressive, or confiscatory, and that Defendant would argue that they made a good faith
18 attempt to comply with their legal obligations warranting a reduction in penalties. Class Counsel also
19 anticipated **Error! Reference source not found.** would argue that the violations per pay period were
20 low, warranting an additional reduction in civil penalties. Moreover, courts have wide discretion in
21 assessing or reducing PAGA penalties. Therefore, Plaintiffs applied a significant additional discount
22 to the estimated PAGA exposure of Defendant. Finally, Class Counsel was also mindful of the fact
23 that PAGA is fundamentally not intended to be compensatory in nature but is instead intended to
24 facilitate enforcement of California's labor laws by financing state activities and educating and
25 deterring non-compliance.

26 41. Therefore, after considering this multitude of factors, Class Counsel concluded that it
27 was in the best interest of the State of California and the PAGA Employees to enter into the Settlement,
28 and to allocate Ninety Thousand Dollars (\$90,000) of the Gross Settlement Amount towards the

1 PAGA claims, which represents approximately 5.7% of the Gross Settlement Amount **Error!**
2 **Reference source not found.** This percentage of the settlement is well-within the range of wage and
3 hour settlements regularly approved in both state and federal court for cases that include both a class
4 and PAGA action. Typically, such hybrid cases allocate only 1% of the gross settlement value to
5 resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement
6 amount have been approved as reasonable by courts. Moreover, the overall relief obtained by the
7 Settlement is significant, not only from a monetary perspective, but also because it fulfills the public
8 policy objectives of PAGA—to promote enforcement of California’s labor laws, provide funds to the
9 state, and deter future non-compliance by the employer.

10 42. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate.
11 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of
12 California and is within the accepted range of recoveries for this type of litigation given the inherent
13 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
14 litigation.

15 ***Enhancement Payment***

16 43. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Enhancement
17 Payment of Ten Thousand Dollars (\$10,000) to each Plaintiff. This Enhancement Payment is
18 eminently reasonable given the time and effort Plaintiffs spent on this case, and the benefit to the Class
19 Members as a result of Plaintiffs’ actions. Notice of the requested Enhancement Payment is disclosed
20 to the Class Members in the Class Notice.

21 ***Attorney’s Fees and Costs and Class Counsel Litigation Expenses Payment***

22 44. The attorneys’ fees incurred by Class Counsel are in line with the common fund
23 requested. The Settlement Agreement provides for Class Counsel to apply for attorneys’ fees in an
24 amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$556,500 if the Gross
25 Settlement Amount is \$1,590,000) and actual litigation costs and expenses in an amount not to exceed
26 Twenty Seven Thousand Dollars (\$27,000), which will be paid out of the Gross Settlement Amount,
27 subject to approval by the Court. Class Counsel has borne all of the risks and costs of litigation and
28 will not receive any compensation until recovery is obtained.

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

46. Class Counsel has litigated this matter for over a year and half and was actively preparing this matter for class certification and trial. The Motion for Final Approval will elaborate on the nature of the legal services provided, the time incurred in performing those services, and Class Counsel's hourly rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class Counsel. Notice of the requested Attorneys' Fees and Costs is disclosed to the Class Members in the Class Notice.

Notice to the Class

47. The Parties have agreed to retain Apex Class Action Administrators, LLC (“Apex”) to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Apex to handle these procedures and to serve as the Administrator. Defendant will provide Apex with the Class List and Apex will calculate each Class Member’s estimated Individual Settlement Share and each PAGA Employee’s estimated Individual PAGA Payment. Apex will also receive and process Requests for Exclusion, written Notices of Objection, and Workweek Disputes; will provide necessary reports and declarations; will calculate, subtract, and transmit necessary taxes and withholdings with respect to the wages portion of the Individual Settlement Shares; will prepare and submit informational and other tax filings and documents; will issue and transmit all payments provided for by the Settlement, including, but not limited to, mailing Individual Settlement Payment checks to the Settlement Class Members and Individual PAGA Payment checks to the PAGA Employees; and perform any other usual and customary duties for administering a class action settlement.

48. Class Counsel is not aware of an alternative method of providing notice to the Class

1 which would result in a higher likelihood of actual notice. The original source of the mailing addresses
2 is from each Class Member, who provided the information to Defendant. As a fail-safe to this highly
3 reliable method, skip tracing will be performed, if necessary.

4 ***Notice of Settlement to the LWDA***

5 49. In accordance with California Labor Code section 2699(l)(2), on June 09, 2025, a copy
6 of the proposed Settlement was submitted to the LWDA via online submission through the LWDA's
7 website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto
8 as **Exhibit 4**.

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

11 Executed on July 7, 2025, at Beverly Hills, California

12 *A. Blanchard*

13 _____
14 Annabel Blanchard
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EXHIBIT 1

6. Blackstone Law, APC has been counsel of record on several class action and PAGA actions, the most recent of which are as follows:

- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and

PAGA action.

- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA

action.

- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Castillo-Rodriguez v. HR Outsourcing Associates, LLC*, Los Angeles Superior Court, Case No. 20STCV44138, a wage and hour PAGA action.
- *Ramiro Cruz v. LK Plumbing & Heating, Inc.*, Los Angeles Superior Court, Case No. BC686825, a wage and hour PAGA action.

EXHIBIT 2

November 27, 2023

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Amira Fakira v. CSL Plasma, Inc.*

Dear Representative:

This office represents Amira Fakira (“Claimant”) with respect to her claims under the California Labor Code against CSL Plasma, Inc. (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employer”). This letter is being sent simultaneously to Employer by certified mail.

Employer employed Claimant from approximately September 2022 through approximately June 2023 as a non-exempt, hourly-paid employee. During Claimant’s employment with Employer, Claimant was employed as a sterile processing technician at 29 East March Lane, Stockton, California, 95207. Claimant performed various duties for Employer such as collecting samples, testing, labeling, and placing plasma in freezers. Employer operates medical analysis facilities and conducts plasma collection with locations throughout California and maintains employees throughout California, including in the Bay Area such as in Alameda County, and in Southern California, such as in San Bernardino County.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of Claimant and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employer in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employer violated several of California’s wage and hour laws during

Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders ("IWC Wage Orders"). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, regular rate/straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, inter alia: (1) off-the-clock work prior to clock-in, such as opening the facilities, unlocking the laboratories, booting up computers, calibrating work equipment, or other typical work duties and other menial tasks as requested by supervisors/superiors; (2) off-the-clock work while Claimant and Aggrieved Employees were clocked-out for meal periods, such as routine interruptions to perform standard work duties or other typical work duties or menial tasks as requested by supervisors/superiors; (3) off-the-clock work just after clock-out, such as closing facilities, locking up laboratories, cleaning workstations, other typical work duties, and other menial tasks as requested by supervisors/superiors; and (4) off-the-clock work between shifts, such as receiving and responding to work-related communications (*e.g.*, via phone or text). Employer failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employer utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, regular rate/straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employer also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employer failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular

rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employer failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, regular rate/straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employer failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employer to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate

staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employer's policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employer failed to authorize and permit Claimant and other Aggrieved Employees to take legally compliant 10-minute rest periods. Employer required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels failed and refused to implement

and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employer's policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employer failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, regular rate/straight time wages, minimum wages, overtime wages, meal and rest period premiums, and any other wages, remuneration, pay, and monies as they became due, *e.g.*, accrued gratuities, bonuses, commissions, etc.. Accordingly, Employer violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

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5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employer violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employer failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

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7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include, but are not limited to, purchase of specialized clothing and personal protective equipment related to working in Employer's facilities, including their freezers (*e.g.*, cold-weather items, scrubs, non-slip footwear, face masks, etc.), as well as usage of Claimant's and Aggrieved Employees cell phones and related internet usage for work-related purposes.

Accordingly, Employer violated the IWC Orders and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Aggrieved Employees for all regular rate/straight time wages, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages, remuneration, pay, or monies that were due, *e.g.*, accrued gratuities, bonuses, commissions, etc. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to

California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 (“*Huff*”), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an “aggrieved” employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employer is in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employer for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employer's alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Alexander Spellman

Alexander K. Spellman, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

CSL Plasma, Inc
900 Broken Sound Parkway, Suite 400
Boca Raton, FL 33487

CSL Plasma, Inc
Attn: CT Corporation System
Agent for Service of Process
330 N Brand Blvd, Suite 700
Glendale ,CA 91203



May 21, 2024

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Amira Fakira and Fredonna Johnson v. CSL Plasma, Inc.*

Dear Representative:

This office represents Amira Fakira and Fredonna Johnson (“Claimants”) with respect to their claims under the California Labor Code against CSL Plasma, Inc. (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employer”). This letter is being sent simultaneously to Employer by certified mail.

Employer employed Claimant Amira Fakira from approximately September 2022 through approximately June 2023 as a non-exempt, hourly-paid employee. During Claimant’s employment with Employer, Claimant Amira Fakira was employed as a sterile processing technician at 29 East March Lane, Stockton, California, 95207. Claimant Amira Fakira performed various duties for Employer such as collecting samples, testing, labeling, and placing plasma in freezers. Employer operates medical analysis facilities and conducts plasma collection with locations throughout California and maintains employees throughout California, including in the Bay Area such as in Alameda County, and in Southern California, such as in San Bernardino County.

Employer employed Claimant Fredonna Johnson since February 2022 as a non-exempt, hourly-paid employee. Claimant Fredonna Johnson has been employed as a Phlebotomist at 4135 Chicago Ave Suite 130, Riverside, CA 92507. Claimant performed various duties for Employer such as setting up punctures and machines for plasma collections. Employer operates medical analysis facilities and conducts plasma collection with locations throughout California and maintains employees throughout California, including in the Bay Area such as in Alameda County, San Bernardino County and Riverside County.

Claimants intend to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of Claimant and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employer in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimants notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employer violated several of California’s wage and hour laws during Claimants employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Orders”). The claims made on behalf of Claimants and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer engaged in numerous unlawful practices which resulted in the failure to pay Claimants and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, regular rate/straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employers regularly required Claimants and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, inter alia: (1) off-the-clock work prior to clock-in, such as opening the facilities, unlocking the laboratories, booting up computers, calibrating work equipment, or other typical work duties and other menial tasks as requested by supervisors/superiors; (2) off-the-clock work while Claimants and Aggrieved Employees were clocked-out for meal periods, such as routine interruptions to perform standard work duties or other typical work duties or menial tasks as requested by supervisors/superiors; (3) off-the-clock work just after clock-out, such as closing facilities, locking up laboratories, cleaning workstations, other typical work duties, and other menial tasks as requested by supervisors/superiors; and (4) off-the-clock work between shifts, such as receiving and responding

to work-related communications (*e.g.*, via phone or text). Employer failed to compensate Claimants and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employer utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, regular rate/straight time wages and overtime wages) to Claimants and Aggrieved Employees.

Employer also failed to accurately record the actual time worked by Claimants and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimants and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employer failed to pay overtime to Claimants and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employer failed to pay Claimants and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, regular rate/straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employer failed to provide Claimants and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimants and other Aggrieved Employees were required by Employer to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Claimants and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Claimants and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employer's policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employer failed to authorize and permit Claimants and other Aggrieved Employees to take legally compliant 10-minute rest periods. Employer required Claimants and other Aggrieved Employees to work through rest periods. Claimants and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimants and other Aggrieved Employees were not provided with a

second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimants and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Claimants and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employer's policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employer failed to timely pay all wages earned because Claimants and other Aggrieved Employees were not paid all the wages they were owed

including, *inter alia*, regular rate/straight time wages, minimum wages, overtime wages, meal and rest period premiums, and any other wages, remuneration, pay, and monies as they became due, *e.g.*, accrued gratuities, bonuses, commissions, etc.. Accordingly, Employer violated California Labor Code section 204(a).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimants and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimants and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimants and the Aggrieved Employees. Accordingly, Employer violated California Labor Code section 226(a).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employer failed to maintain accurate records relating to Claimants and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll

period. Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimants and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include, but are not limited to, purchase of specialized clothing and personal protective equipment related to working in Employer's facilities, including their freezers (*e.g.*, cold-weather items, scrubs, non-slip footwear, face masks, etc.), as well as usage of Claimants and Aggrieved Employees cell phones and related internet usage for work-related purposes.

Accordingly, Employer violated the IWC Orders and California Labor Code sections 2800 and 2802. Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and

failure to accurately record all hours actually worked, Employer failed to pay Aggrieved Employees for all regular rate/straight time wages, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages, remuneration, pay, or monies that were due, *e.g.*, accrued gratuities, bonuses, commissions, etc. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimants has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimants, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employer is in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employer for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimants intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employer's alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Alexander K Spellman

Alexander K. Spellman, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

CSL Plasma, Inc
900 Broken Sound Parkway, Suite 400
Boca Raton, FL 33487

CSL Plasma, Inc
Attn: CT Corporation System
Agent for Service of Process
330 N Brand Blvd, Suite 700
Glendale ,CA 91203



Danielle Ling GruppChang, Esq.
dgruppchang@blackstonepc.com

January 2, 2025

Amended PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Amira Fakira and Fredonna Johnson v. CSL Plasma, Inc.*

Dear Representative:

This office represents Amira Fakira and Fredonna Johnson (“Claimants”) with respect to their claims under the California Labor Code against CSL Plasma, Inc. (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employer”). This Amended PAGA Claim Notice is being sent simultaneously to Employer by certified mail.

Employer employed Claimant Amira Fakira from approximately September 2022 through approximately June 2023 as a non-exempt, hourly-paid employee. During Claimant Fakira’s employment with Employer, Claimant Fakira was employed as a sterile processing technician at 29 East March Lane, Stockton, California, 95207. Claimant Fakira performed various duties for Employer such as collecting samples, testing, labeling, and placing plasma in freezers. Employer operates medical analysis facilities and conducts plasma collection with locations throughout California and maintains employees throughout California, including in the Bay Area such as in Alameda County, and in Southern California, such as in San Bernardino County.

Employer employed Claimant Fredonna Johnson since February 2022 as a non-exempt, hourly-paid employee. During Claimant Johnson’s ongoing employment with Employer, Claimant Johnson has been employed as a Phlebotomist at 4135 Chicago Ave Suite 130, Riverside, California 92507. Claimant Johnson performs various duties for Employer such as setting up punctures and machines for plasma collections. Employer operates medical analysis facilities and conducts plasma collection with locations throughout California and maintains employees throughout California, including in the Bay Area such as in Alameda County, San Bernardino County and Riverside County.

Claimants intend to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of Claimant and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employer in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimants notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employer violated several of California’s wage and hour laws during Claimants employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 221, 224, 226(a), 226.7, 227.3, 246, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Orders”). The claims made on behalf of Claimants and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer engaged in numerous unlawful practices which resulted in the failure to pay Claimants and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, regular rate/straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employers regularly required Claimants and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, inter alia: (1) off-the-clock work prior to clock-in, such as opening the facilities, unlocking the laboratories, booting up computers, calibrating work equipment, or other typical work duties and other menial tasks as requested by supervisors/superiors; (2) off-the-clock work while Claimants and Aggrieved Employees were clocked-out for meal periods, such as routine interruptions to perform standard work duties or other typical work duties or menial tasks as requested by supervisors/superiors; (3) off-the-clock work just after clock-out, such as closing facilities, locking up laboratories, cleaning

workstations, other typical work duties, and other menial tasks as requested by supervisors/superiors; and (4) off-the-clock work between shifts, such as receiving and responding to work-related communications (*e.g.*, via phone or text). Employer failed to compensate Claimants and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employer utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, regular rate/straight time wages and overtime wages) to Claimants and Aggrieved Employees.

Employer also failed to accurately record the actual time worked by Claimants and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimants and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employer failed to pay overtime to Claimants and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employer failed to pay Claimants and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, regular rate/straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employer failed to provide Claimants and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimants and other Aggrieved Employees were required by Employer to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Claimants and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after

their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Claimants and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employer's policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employer failed to authorize and permit Claimants and other Aggrieved Employees to take legally compliant 10-minute rest periods. Employer required Claimants and other Aggrieved Employees to work through rest periods. Claimants and Aggrieved Employees were not provided

with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimants and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Claimants and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employer's policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular

payroll period. During the relevant time period, Employer failed to timely pay all wages earned because Claimants and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, regular rate/straight time wages, minimum wages, overtime wages, meal and rest period premiums, and any other wages, remuneration, pay, and monies as they became due, *e.g.*, accrued gratuities, bonuses, commissions, etc.. Accordingly, Employer violated California Labor Code section 204(a).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimants and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), the correct rates of pay, and notice of paid sick time and accrual. The wage statements provided to Claimants and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimants and the Aggrieved Employees. Accordingly, Employer violated California Labor Code section 226(a).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant

time period, Employer failed to maintain accurate records relating to Claimants and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimants and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include, but are not limited to, purchase of specialized clothing and personal protective equipment related to working in Employer's facilities, including their freezers (*e.g.*, cold-weather items, scrubs, non-slip footwear, face masks, etc.), as well as usage of Claimants and Aggrieved Employees cell phones and related internet usage for work-related purposes.

Accordingly, Employer violated the IWC Orders and California Labor Code sections 2800 and 2802. Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of

requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Aggrieved Employees for all regular rate/straight time wages, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages, remuneration, pay, or monies that were due, *e.g.*, accrued gratuities, bonuses, commissions, etc. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. UNLAWFUL WAGE DEDUCTIONS

California Labor Code sections 221 and 224 provide that that an employer may only lawfully withhold amounts from an employee's wages when (1) required or empowered to do so by state or federal law; (2) when a deduction is expressly authorized in writing by the employee to cover insurance premiums, benefit plan contributions, or other deductions not amounting to a rebate on the employee's wages; or (3) when a deduction to cover health, welfare or pension contributions is expressly authorized by a wage or collective bargaining agreement.

During the relevant time period, Employer deducted vested vacation wages from Aggrieved Employees to account for sick leave instead of using available paid sick leave. This amounts to unlawful wage deductions pursuant to California Labor Code sections 221 and 224.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; any other civil penalties to which they may be entitled to; and attorneys' fees and costs.

10. FAILURE TO PAY VESTED VACATION WAGES

California Labor Code section 227.3 provides that: "Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination. The Labor Commissioner or a designated representative, in the resolution of any dispute with regard to vested vacation time, shall apply the principles of equity and fairness.

Based thereon, during the relevant time period, Employer failed to pay all accrued vacation wages earned and vested to Aggrieved Employees upon termination of their employment, in

violation of Labor Code section 227.3. Claimants and Aggrieved Employees accrued vacation wages on the total hours worked. Due to Employer's policy of using vested vacation when Claimants and Aggrieved Employees took sick leave, the vacation wages paid to Claimants and Aggrieved Employees were underpaid and resulted in a forfeiture of vested vacation wages. Additionally, Employer's practice resulted in a forfeiture of vested vacation wages at the time of separation from employment. Thus, Employers failed to pay all vested vacation and PTO wages to employees upon separation from employment.

11. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 (“*Huff*”), as an Aggrieved Employee, Claimants has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimants, as an “aggrieved” employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employer is in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employer for the violations discussed in this letter.

This Amended PAGA Claim Notice is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). It is Claimants intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employer's alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

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BLACKSTONE LAW



Danielle L. GruppChang, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

CSL Plasma, Inc
900 Broken Sound Parkway, Suite 400
Boca Raton, FL 33487

CSL Plasma, Inc
Attn: CT Corporation System
Agent for Service of Process
330 N Brand Blvd, Suite 700
Glendale ,CA 91203

EXHIBIT 3

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

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

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

11 **RECITALS**

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

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

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

25 4. On January 2, 2025, in order to effectuate the settlement, Plaintiff Fakira submitted an
26 amended written notice to the LWDA (“PAGA Letter”) which included Plaintiff Johnson. On January
27 22, 2025, Plaintiffs filed the First Amended Class Action Private Attorneys General Act (“PAGA”)
28 Representative Action Complaint (“Operative Complaint”) in the Class Action, entitled *Amira Fakira,*

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

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

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

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

24 8. On October 28, 2024, the Parties participated in mediation with Todd Smith (the
25 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
26 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’
27 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed
28 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

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

3 e. "Class Notice" means the Notice of Class Action Settlement, substantially in
4 the form attached hereto as "Exhibit A."

5 f. "Class Period" means the period from December 18, 2019 through December
6 31, 2024.

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

9 h. "Court" means the Superior Court of the State of California for the County of
10 Alameda.

11 i. "Defendant's Counsel" means Nima Darouian and Nalee Xiong of Ballard
12 Spahr, LLP.

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

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

27 l. "Enhancement Payment" means the amount to be paid to Plaintiffs, in
28 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 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

1 reimburse necessary business-related expenses and engaged in unlawful wage deductions in violation
2 of California Labor Code Sections 201, 202, 203, 204, 226(a), 221, 222, 223, 224, 226.7, 227.3, 510,
3 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage
4 Orders, including *inter alia*, the applicable Wage Orders.

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

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

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

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

28 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

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

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

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

21 23. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
22 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
23 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
24 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
25 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
26 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
27 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
28 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.

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

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

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

26 30. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
27 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
28 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 Parties agree that this disposition results in no "unpaid residue" under California Civil
10 Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class
11 Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required
12 to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or
13 supplemental tax filings and reporting required under applicable local, state, and federal tax laws that
14 are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA
15 Payment checks. Settlement Class Members whose Individual Settlement Payment checks are
16 canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose
17 Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA
18 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, the State of California with respect to all PAGA Employees, and all PAGA Employees will
24 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

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

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

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

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

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

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

26 48. Amendment or Modification. Prior to the filing of the motion for preliminary approval
27 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
28 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 PAGA Employees, and the releases provided for by this Settlement Agreement shall have
17 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
18 Member and 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
this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into

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

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

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

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

28 58. Captions. The captions and paragraph numbers in this Settlement Agreement are

1 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
2 intent of the provisions of this Settlement Agreement.

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

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

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

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

19 To Plaintiffs and Class Counsel:

20 Jonathan M. Genish

21 jgenish@blackstonepc.com

22 Barbara DuVan-Clarke

23 BDC@blackstonepc.com

24 Danielle GruppChang

25 dgruppchang@blackstonepc.com

26 P.J. Van Ert

27 pjvanert@blackstonepc.com

28 Annabel Blanchard

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BLACKSTONE LAW, APC

8383 Wilshire Boulevard, Suite 745

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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

Amira Fakira

Dated: 04/23/2025

Amira Fakira

PLAINTIFF FREDONNA JOHNSON

Fredonna Johnson

Dated: 04/24/2025

Fredonna Johnson

DEFENDANT CSL PLASMA INC.

Gregory Boss

Dated: 04/30/2025

Full Name: Gregory Boss

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

1
2 **APPROVED AS TO FORM ONLY:**

3
4
5 Dated: 04/24/2025

BLACKSTONE LAW, APC


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

6
7
8
9
10
11 Dated: 4/29/2025

BALLARD SPAHR, LLP


Nima Darouian
Nalee Xiong
Attorneys for Defendant CSL Plasma Inc.

EXHIBIT 4

Thank you for your Proposed Settlement Submission

Desde DIR PAGA Unit <no-reply@formassembly.com>

Fecha Lun 9 Jun 2025 17:10

Para Karina Hernandez <khernandez@blackstonepc.com>

[External Email].

06/09/2025 05:10:21 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>