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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,

Defendant.

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

Honorable Patrick McKinney
Department 18

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Reservation No. 883966191915

Date: March 5, 2026
Time: 10:00 a.m.
Dept.: 18

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

1 Plaintiffs Amira Fakira and Fredonna Johnson’s (“Plaintiffs”) Motion for Final Approval of
2 Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and
3 Settlement Administration Costs came before this Court on March 5, 2026 at 10:00 a.m. before the
4 Honorable Patrick McKinney in Department 18 of the above-captioned Court located at Rene C.
5 Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612.

6 Having received and considered the Amended Joint Stipulation of Class Action and PAGA
7 Settlement (“Settlement Agreement” or “Settlement”), Plaintiffs’ Motion for Final Approval of Class
8 Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement
9 Administration Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel
10 (Annabel Blanchard), the Class Representatives (Amira Fakira and Fredonna Johnson), and the
11 Settlement Administrator (Madely Nava on behalf of Apex Class Action LLC), and the evidence and
12 argument received by the Court in conjunction with the Motion for Preliminary Approval of Class
13 Action and PAGA Settlement and documents thereto, the Court grants final approval of the Settlement
14 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendant CSL Plasma, Inc. (“Defendant”) (together, with Plaintiffs, the “Parties”),
17 including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All current and former hourly-paid non-exempt employees who worked for Defendant
20 in the State of California at any time during the Class Period.” The “Class Period” is defined as the
21 period from December 18, 2019 through December 31, 2024.

22 3. The Court appoints Plaintiffs Amira Fakira and Fredonna Johnson as the Class
23 Representative for settlement purposes only.

24 4. The Court appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle
25 GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as Class Counsel for
26 settlement purposes only.

27 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
28 with the requirements of California Code of Civil Procedure section 382, California Civil Code section

1 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
2 any other applicable law, and constitutes the best notice practicable under the circumstances, by
3 providing individual notice to all Class Members who could be identified through reasonable effort,
4 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
5 other Class Members. The Class Notice fully satisfied the requirements of due process.

6 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
7 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
8 requirements for final approval of this class action settlement under California law, including the
9 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
10 3.769.

11 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
12 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
13 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
14 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
15 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
16 by or against Defendant or any of the other Released Parties.

17 8. In addition to any recovery that Plaintiff may receive under the Settlement, and in
18 recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from
19 the Gross Settlement Amount of an Enhancement Payment to Plaintiffs in the amount of \$ 20,000.00.

20 9. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
21 to Class Counsel in the sum of \$ 562,056.30 and reimbursement of actual litigation costs and expenses
22 to Class Counsel in the sum of \$ 22,716.82. The attorneys' fees and reimbursement of litigation costs
23 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
24 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
25 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
26 obtained for the Class.

1 10. The Court approves and orders payment from the Gross Settlement Amount in the
2 amount of \$11,490.00 to Apex Class Action LLC for performance of settlement administration
3 services.

4 11. The Court approves and orders payment in the amount of \$ 67,500.00 to the California
5 Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward
6 PAGA penalties.

7 12. It is hereby ordered that within thirty (30) days after the Effective Date, Defendant will
8 deposit the Gross Settlement Amount into an account established by the Settlement Administrator, in
9 accordance with the terms and methodology set forth in the Settlement Agreement.

10 13. It is hereby ordered that within five (5) business days after Defendant funds the Gross
11 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
12 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and
13 Costs to Class Counsel, Enhancement Payments to Plaintiffs, LWDA Payment to the LWDA, and
14 Settlement Administration Costs to itself.

15 14. Each Individual Settlement Payment and Individual PAGA Payment check will be
16 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
17 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
18 distributed by the Settlement Administrator to California Court Appointed Special Advocates
19 (“CASA”) in the name of the Settlement Class Member and/or PAGA Employee.

20 15. Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement
21 Class Members will be deemed to have fully, finally, and forever released, settled, compromised,
22 relinquished, and discharged the Released Parties of any and all claims, debts, liabilities, demands,
23 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were
24 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
25 arising during the Class Period, under any federal, state, or local law, and shall specifically include
26 claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal
27 and rest periods and associated premium payments, timely pay wages during employment and upon
28 termination, provide compliant wage statements, pay vested vacation wages, and reimburse necessary

1 business-related expenses and engaged in unlawful wage deductions in violation of California Labor
2 Code §§ 201, 202, 203, 204, 210, 221, 222, 223, 224, 226(a), 226.7, 227.3, 510, 512(a), 1194, 1197,
3 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*,
4 the applicable Wage Orders, and all claims for attorneys' fees and costs and statutory interest in
5 connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other
6 claims, including claims for statutory penalties, pertaining to the Class Members (collectively,
7 "Released Class Claims").

8 16. Upon the full funding of the Gross Settlement Amount, Plaintiffs, and the State of
9 California with respect to all PAGA Employees, will be deemed to have fully, finally, and forever
10 released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims
11 arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for
12 civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698
13 *et seq.*, including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure
14 to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium
15 payments, timely pay wages during employment and upon termination, provide complaint wage
16 statements, pay vested vacation wages, maintain complete and accurate payroll records, and reimburse
17 necessary business-related expenses and engaged in unlawful wage deductions in violation of
18 California Labor Code §§ 201, 202, 203, 204, 226(a), 221, 223, 224, 226.7, 227.3, 510, 512(a),
19 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders,
20 including *inter alia*, Wage Orders (collectively, "Released PAGA Claims").

21 17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs,
22 individually and on their own behalf, will be deemed to have fully, finally, and forever released,
23 settled, compromised, relinquished, and discharged the Released Parties from any and all claims,
24 debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or
25 causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected,
26 asserted or unasserted, which Plaintiffs, at any time of execution of this Settlement Agreement, had or
27 claimed to have or may have, including but not limited to any and all claims arising out of, relating to,
28 or resulting from their employment and/or separation of employment with the Released Parties,

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

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

24 18. "Released Parties" means Defendant and its current and former officers, directors,
25 members, insurers, shareholders, parents, subsidiaries, affiliates, divisions, predecessors, successors,
26 assigns, and employee benefit plans and trusts.

27 19. This Court shall retain jurisdiction with respect to all matters related to the
28 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,

1 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
2 Settlement and the determination of all controversies relating thereto.

3 20. Notice of entry of this Order and Judgment shall be given to the Class Members by
4 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
5 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

6 21. Ten percent (10%) of the award of Attorneys' Fees shall be kept in the Administrator's
7 trust fund until the completion of the distribution process and Court approval of a final accounting

8 22. A Non-Appeal Case Review re: Final Report is set for
9 _____ at _____ in Department 18 of this Court located at Rene
10 C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612. The Settlement
11 Administrator shall file a Final Report by _____.

12
13 **IT IS SO ORDERED.**

14 Dated: _____

Honorable Patrick McKinney