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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

GLORIA AMESCUA, an individual, on
behalf of herself and others similarly
situated,

Plaintiff,

vs.

CENTRAL CALIFORNIA BLOOD
CENTER, a California corporation; and
DOES 1 through 50, inclusive,

Defendants

Case No. 24CECG02710

CLASS ACTION

Assigned for all purposes to:
Hon. Jeffrey Y. Hamilton, Jr.
Dept.: 503

**CLASS AND PAGA ACTION SETTLEMENT
AGREEMENT**

Original Complaint filed: June 24, 2024
First Amended Complaint: August 27, 2024
Trial Date: Not set

1 This “Class Action and PAGA Settlement Agreement” (“Agreement”) is made by and
2 between plaintiff Gloria Amescua (“Plaintiff”) and Central California Blood Center (“Defendant”).
3 The Agreement refers to Plaintiff and Defendant collectively as “the Parties,” or individually as
4 “Party.”

5 **A. DEFINITIONS.**

6 1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant
7 captioned *Gloria Amescua v. Central California Blood Center, et al.*, filed on June 24, 2024; and
8 First Amended Complaint adding PAGA Cause of Action filed on August 27, 2024, in Fresno
9 County Superior Court.

10 2. “Administrator” means Apex Class Action administrators (“Apex”), and Apex is the
11 neutral entity the Parties have agreed to appoint to administer the Settlement.

12 3. “Administration Costs” means the amount the Administrator will be paid from the
13 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
14 Administrator’s “not to exceed” bid the parties have received from Apex for \$9,550.00.

15 4. “Aggrieved Employee” means all Class Members who worked during the PAGA
16 Period (i.e. the period from June 24, 2023 through May 1, 2025).

17 5. “Class” means all non-exempt, hourly individuals that worked for Defendant in
18 California during the Settlement Class Period (i.e. the period from June 24, 2020 to May 1, 2025).

19 6. “Class Counsel” means Emil Davtyan, David Yeremian and Alvin B. Lindsay and the
20 other attorneys of D.Law, Inc.

21 7. “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
22 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request
23 approval from the Court of up to one-third of the Gross Settlement Amount, i.e. up to \$116,666.67.

24 8. “Class Counsel Litigation Expenses Payment” means the amount ultimately allocated
25 from the Gross Settlement Amount to Class Counsel for reimbursement of reasonable expenses and
26 costs incurred in the Action, as presented to and approved by the Court in connection with final
27 approval. If certain of Class Counsel’s items invoiced and presented as Litigation Expenses are not
28 finally approved by the Court as requested, Class Counsel agrees to receive the remaining amount.

1 9. “Class Data” means Class Member identifying information in Defendant’s possession
2 including the Class Member’s name, last-known mailing address, email address, telephone number,
3 Social Security number, hire dates, and termination dates.

4 10. “Class Member” means a member of the Class, as either a Participating Class Member
5 or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as
6 an Aggrieved Employee).

7 11. “Class Member Address Search” means the Administrator’s investigation and search
8 for current Class Member mailing addresses using all reasonably available sources, methods, and
9 means including, but not limited to, the “National Change of Address Database”, skip traces, and
10 direct contact by the Administrator with Class Members.

11 12. “Class Notice” means the Court approved notice of settlement and hearing date for
12 Final Approval, with a Spanish translation if the parties deem necessary, to be mailed to Class
13 Members and incorporated by reference into this Agreement.

14 13. “Class Period” means the period from June 24, 2020 to May 1, 2025.

15 14. “Class Representative” means the named Plaintiff Gloria Amescua, in the Action
16 seeking Court approval to serve as a Class Representative.

17 15. “Class Representative Enhancement Award” means the payment to the Class
18 Representative for initiating the Action and providing services in support of the Action, and
19 Defendant agreed not to object to a requested Enhancement Award of up to \$10,000.00 subject to
20 Court approval.

21 16. “Court” means the Superior Court of California, County of Fresno.

22 17. “Defendant” means named Defendant Central California Blood Center.

23 18. “Defense Counsel” means Paul J. Bauer of Sagaser, Watkins & Wieland, PC.

24 19. “Effective Date” means the date by which all of the following have occurred: (a) the
25 Court enters Judgment upon Final Approval and the Judgment is final. The judgment is final when
26 the Court’s final Judgment is entered in addition to the Court’s Order granting final approval to the
27 Settlement. The Effective Date of Release for the Class and PAGA Releases will be when the
28 Effective Date has occurred and the Gross Settlement Amount has been fully funded in the Qualified

Settlement Fund.

20. “Final Approval” means the Court’s order granting final approval of the Settlement.

21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

22. “Gross Settlement Amount” means \$350,000.00 (Three Hundred Fifty Thousand Dollars with Zero Cents), which is the total amount Defendant agrees to pay under the Settlement.

23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

25. “Judgment” means the judgment entered by the Court based upon the Final Approval.

26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs. The remainder is to be paid to Participating Class Members as Individual Class Payments.

29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

30. “Operative Complaint” means the operative “First Amended Complaint” filed in the Action on August 27, 2024.

31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least a portion of one day during the PAGA Period.

1 32. “PAGA Period” means the period from June 24, 2023 through May 1, 2025.

2 33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

3 34. “PAGA Notice” means Plaintiff’s June 24, 2024 letter to LWDA (LWDA Case No.

4 LWDA-CM-1036097-24) and the Defendant providing notice pursuant to Labor Code section

5 2699.3, subd.(a).

6 35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the

7 Gross Settlement Amount (\$20,000.00), allocated 35% to the Aggrieved Employees (\$7,000.00) and

8 65% to LWDA (\$13,000.00) in settlement of PAGA claims.

9 36. “Participating Class Member” means a Class Member who does not submit a valid and

10 timely Request for Exclusion from the Class portion of the Settlement.

11 37. “Plaintiff” means Gloria Amescua, the named plaintiff in the Action.

12 38. “Preliminary Approval” means the Court’s order granting preliminary approval of the

13 Settlement.

14 39. “Release Effective Date” means the date Plaintiff, Class Members, and Aggrieved

15 Employees effectively release all claims against the Released Parties. For the Participating Class

16 Members and Aggrieved Employees, the Release Effective Date occurs on the date after the Court

17 enters Judgment, or if there is an objector, the date after any appeal period has passed, or if a timely

18 appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues

19 a remitter and the Defendant fully funds the Gross Settlement Amount.

20 40. “Released Class Claims” means the class claims being released on the Release

21 Effective Date and as described below.

22 41. “Released PAGA Claims” means the PAGA claims being released on the Release

23 Effective Date as described below.

24 42. “Released Parties” means: Defendant and all of Defendant’s former and present

25 officers, directors, subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers,

26 predecessors, successors, owners, and assigns.

27 43. “Request for Exclusion” means a Class Member’s submission of a written request to

28 be excluded from the Class portion of the Settlement signed by the Class Member.

1 44. “Response Deadline” means forty-five (45) days after the Administrator mails Class
2 Notice to Class Members and Aggrieved Employees and shall be the last date on which Class
3 Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the
4 Settlement, or (b) fax, email, or mail his or her objection to the Settlement. Class Members to whom
5 Class Notice is resent after having been returned undeliverable to the Administrator shall have an
6 additional 14 calendar days beyond when the Response Deadline has expired to provide an
7 appropriate response.

8 45. “Settlement” means the disposition of the Action effected by this Agreement and the
9 Judgment.

10 46. “Workweek” means any week during which a Class Member worked for Defendant
11 for at least a portion of one day, during the Class Period.

12 **B. RECITALS.**

13 47. On June 24, 2024, Plaintiff commenced the Action by filing a complaint alleging
14 causes of action against Defendant for (1) Failure to pay minimum wages, (2) Failure to pay wages
15 and overtime under Labor Code section 510, (3) Meal period liability under Labor Code section
16 226.7, (4) Rest break liability under Labor Code section 226.7, (5) Violation of Labor Code section
17 226(a), (6) Violation of Labor Code section 221, (7) Violation of Labor Code section 204, (8)
18 Violation of Labor Code section 203, (9) Failure to maintain records required under Labor Code
19 sections 1174 and 1174.5, (10) Failure to reimburse necessary business expenses under Labor Code
20 section 2802; and (11) Violation of Business & Professions Code section 17200, *et seq.* On June 24,
21 2024, and pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave timely notice to the LWDA and
22 Defendant that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-
23 1036097-24). On August 27, 2024, after the 65-day statutory period passed, Plaintiff filed her First
24 Amended Complaint (Operative Complaint), which added claims for penalties under PAGA, Labor
25 Code §2698.

26 48. Defendant denies the allegations in the Operative Complaint, denies any failure to
27 comply with the laws identified in the Operative Complaint, and denies any and all liability for the
28 causes of action alleged.

1 49. On May 1st, 2025, the Parties participated in a mediation presided over by respected
2 wage and hour mediator Hon. Howard A. Broadman (Ret.) and were able to reach an agreement on
3 general settlement terms.

4 50. In advance of mediation, Class Counsel conducted a thorough investigation into the
5 facts of, and applicable law to, the Action. Plaintiff's counsel provided Defendant's counsel with a
6 comprehensive listing of informal discovery items required to constructively mediate. Defendant
7 responded by producing a 12.5% representative sampling of timekeeping and corresponding payroll
8 records for putative class members, along with relevant policy documents, an explanation of pay
9 codes, and summary numbers for class members and workweeks and the like. Prior to mediation,
10 Plaintiff therefore obtained and analyzed the production of payroll data for Class Members and the
11 necessary policy documents through informal discovery to properly evaluate the strengths and
12 weaknesses of the claims and engage in meaningful settlement discussions. Plaintiff's investigation
13 was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*,
14 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-
15 130 (2008) ("*Dunk/Kullar*").

16 51. The Court has not granted class certification and the parties are stipulating to
17 conditional class certification for Settlement purposes only.

18 52. The Parties, Class Counsel and Defense Counsel represent that they are not aware of
19 any other pending matter or action asserting claims that will be extinguished or affected by the
20 Settlement.

21 **C. MONETARY TERMS.**

22 53. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
23 Defendant will pay \$350,000.00 (Three Hundred Fifty Thousand Dollars with Zero Cents) to fully
24 settle, resolve, and extinguish all claims asserted in the Action and those that could have reasonably
25 been asserted, including without limitation all claims asserted in the PAGA Notice. The Gross
26 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the
27 Wage Portion of the Individual Class Payments, which Defendant will pay separately.
28

1 54. Schedule for Payment of the Gross Settlement Amount: Defendant shall fully fund the
2 Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of
3 payroll taxes by transmitting the funds to the Administrator no later than fifteen (15) days after the
4 Effective Date. This is a non-reversionary Settlement in which Defendant is required to pay the
5 entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to
6 Defendant. Defendant is separately and solely responsible for any employer payroll taxes owed as a
7 result of this Settlement Agreement. Within fifteen (15) days of the Effective Date, Defendant will
8 deposit money, in an amount equal to the Gross Settlement Amount, to pay (1) the Settlement Class
9 per the terms of the final settlement agreement, and (2) court-approved Class Counsel Fees Payment,
10 Class Counsel Litigation Expenses Payment, Administration Costs, and Class Representative
11 Enhancement Award, and (3) PAGA penalties to be paid to the LWDA and to the Aggrieved
12 Employees into a Qualified Settlement Fund established by the Settlement Administrator.

13 55. Cure Period, Interest Clause: If Defendant fails to make any payment of the Gross
14 Settlement Amount by the deadlines set forth in Paragraph 54 and pursuant to the Administrator's
15 payment timeline, and such failure continues for more than thirty (30) days after written notice from
16 the Administrator of such failure, then the unpaid portion of the Gross Settlement Amount due will
17 incur interest at the statutory rate for a judgment for wage under California law. Any such interest
18 accrued will be distributed pro rata to the Participating Class Members or otherwise as the Court
19 directs. Defendant shall have no power over transferred funds, or to alter the schedule set forth in
20 Paragraph 54 of this Agreement, absent court order. Any dispute between the Parties as to the
21 meaning and/or application of Paragraph 54 will be submitted to the Court. No interest will accrue
22 during the time that any Paragraph 54 issue is submitted to and is before the Court.

23 56. Payments from the Gross Settlement Amount. Subject to the terms and conditions of
24 this Agreement, the Administrator will make and deduct the following payments from the Gross
25 Settlement Amount in the amounts specified by the Court in the Final Approval:

26 56.1 To Plaintiff: A payment for the Class Representative Enhancement Award to the Class
27 Representative, Gloria Amescua, of not more than \$10,000.00 (Ten Thousand Dollars) in addition
28 to any Individual Class Payment and any Individual PAGA Payment the Class Representative is

1 entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for
2 a Class Representative Enhancement Award that does not exceed this amount. As part of the motion
3 for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will
4 seek Court approval for any Class Representative Enhancement Award. If the Court approves a Class
5 Representative Enhancement Award less than the amount requested, the Administrator will retain
6 the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
7 Administrator will pay the Class Representative Enhancement Award using IRS Form 1099.
8 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
9 Representative Enhancement Award.

10 56.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
11 Gross Settlement Amount, that is up to \$116,666.67, and a Class Counsel Litigation Expenses
12 Payment for actual costs, as incurred by Class Counsel through and requested to and approved by
13 the Court in connection with final approval. Defendant will not oppose requests for these payments.
14 Plaintiff and/or Class Counsel will file a motion requesting Class Counsel Fees Payment and Class
15 Counsel Litigation Expenses Payment no later than 16 (sixteen) court days prior to the Final
16 Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees
17 Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the
18 Administrator will allocate the remainder to the Net Settlement Amount for distribution to
19 Participating Class Members. Released Parties shall have no liability to Class Counsel or any other
20 Plaintiff's counsel arising from any claim to any portion of Class Counsel Fees Payment and/or Class
21 Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment
22 and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel
23 assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the
24 Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies
25 Defendant, from any dispute or controversy regarding any division or sharing of any of these
26 payments.

27 56.3 To the Administrator: An Administration Costs payment not to exceed \$9,550.00
28 except for a showing of good cause and as approved by the Court. To the extent the Administration

Costs are less or the Court approves payment of less than \$9,550.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

56.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's Workweeks.

56.4(a) Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

56.4(b) Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

56.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 (Twenty Thousand Dollars) will be paid from the Gross Settlement Amount, with 65% (\$13,000.00) allocated to the LWDA PAGA Payment and 35% (\$7,000.00) allocated to the Individual PAGA Payments. Aggrieved Employees cannot request exclusion.

56.5(a) The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties of \$7,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

56.5(b) If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

D. SETTLEMENT FUNDING AND PAYMENTS.

57. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on data gathered through mediation, it is estimated there were 353 Class Members who collectively worked a total of **34,199** Workweeks from June 24, 2020 to May 1, 2025, and 206 Aggrieved Employees who worked a total of approximately 6,563 PAGA Pay Periods from June 24, 2023 through May 1, 2025.

58. Class Data. Not later than twenty (20) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

59. Payments from the Gross Settlement Amount. The monies to be distributed to Participating Class Members (i.e. the Net Settlement Amount) and Aggrieved Employees shall be paid to them by the Administrator within 10 (ten) days following the receipt of the Gross Settlement Amount by the Settlement Administrator from Defendants.

60. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face of each check shall prominently state the date (180 days after the date of mailing) when the check

will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom the Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database.

61. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

62. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

63. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

E. RELEASES OF CLAIMS. On the Release Effective Date, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

64. Plaintiff’s Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all of the claims, whether known or unknown,

1 suspected or unsuspected, contingent or non-contingent, which now exist, or have existed, upon any
2 theory of law or equity now existing, including, but not limited to, conduct that is negligent,
3 intentional, with or without malice, or a breach of any duty, law or rule, without regard to the
4 subsequent discovery or existence of such different or additional facts. Additionally, Plaintiff
5 releases the Released Parties of all claims, charges, complaints, liens, demands, causes of action,
6 obligations, damages and liabilities, known or suspected, arising from their employment with the
7 Defendant. The released claims include, without limitation: claims under (1) the Civil Rights Act
8 of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act;
9 (4) Section 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6) the
10 Fair Labor Standards Act (including the Equal Pay Act); (7) the California and the United States
11 Constitution; (8) the California Labor Code; (9) the Family and Medical Leave Act; (10) the
12 California Family Rights Act; (11) the Worker Adjustment and Retraining Notification Act; (12) the
13 Employee Retirement Income Security Act; (13) the Immigration Reform and Control Act; (14) the
14 California Business and Professions Code, sections 17200, et seq.; (15) the California Government
15 Code; and (16) the California Wage Orders (collectively “Claim” or “Claims”) which Plaintiff now
16 has, owns or holds, or claims to have, own or hold, or which Plaintiff at any time had, owned or
17 held, or claimed to have, own or hold against any of the Released Parties up to and including, as of
18 the final approval of this Settlement Agreement. (Everything released based on the above as well as
19 everything released as part of the Released Class Claims discussed below will be referred to as
20 “Plaintiff’s Release.”) Plaintiff’s Release does not extend to any claims for vested benefits,
21 unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits
22 that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from,
23 or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
24 nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding
25 such different or additional facts or Plaintiff’s discovery of them.

26 Plaintiff also understands and agrees that in accordance with the Older Workers Benefit
27 Protection Act, Plaintiff: Has had up to 21 days within which to consider this Agreement before
28 executing it. Plaintiff agrees that if Plaintiff elects to sign the agreement in less than 21 days, Plaintiff

1 does so voluntarily and without pressure or coercion from Defendant and waives any further period
2 of consideration; Has carefully read and fully understands all of the provisions of this Agreement
3 and that the provisions of this Agreement are written in a manner designed to be understood by
4 Plaintiff; Is, through this Agreement, releasing Defendants from any and all rights or claims Plaintiff
5 may have against Defendant under the Age Discrimination in Employment Act of 1967 (29 U.S.C.
6 § 621, et seq.) (“ADEA”); Knowingly and voluntarily intends to be legally bound by the same; Was
7 advised and hereby is advised in writing to consider the terms of this Agreement and consult with
8 an attorney of Plaintiff’s choice before executing this Agreement; Has a full seven days following
9 the execution of this Agreement to revoke this Agreement and has been and hereby is advised in
10 writing that this Agreement shall not become effective or enforceable until the revocation period has
11 expired; Understands that rights or claims under the ADEA that may arise after the date this
12 Agreement is executed are not waived. Plaintiff further understands, however, that such rights will
13 arise against Defendant in light of this Agreement.

14 65. Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes
15 of Plaintiff’s Release and excluding Plaintiff’s Individual Matter, Plaintiff expressly waives and
16 relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
17 which reads:

18 *A general release does not extend to claims that the creditor or releasing party does*
19 *not know or suspect to exist in his or her favor at the time of executing the release, and that*
20 *if known by him or her would have materially affected his or her settlement with the debtor*
21 *or Released Party.*

22 66. Release by Participating Class Members: All Participating Class Members, on behalf
23 of themselves and their respective former and present representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns, release the Released Parties from those claims arising out of
25 or related to the allegations set forth in the Operative Complaint that arose during the Class Period,
26 or reasonably could have been alleged, including all statutes on which those claims are based in the
27 Operative Complaint, including claims for: failure to pay for all hours worked/compensation due for
28 services, wages, minimum wages, overtime, premium payments, meal periods, rest periods, pay

1 reporting time pay; failure to provide payment of wages during employment and payment of wages
2 at termination; failure to maintain and provide accurate and complete records; failure to reimburse
3 for necessary business expenses; bonus pay, and any unpaid wages or compensation related to any
4 or all of the foregoing, which are based on the facts alleged in the Action; restitution related to any
5 or all of the foregoing, which are based on the facts alleged in the Action; and any penalties,
6 including statutory or civil penalties, related to any or all of the foregoing. This release includes any
7 and all claims pursuant to: California Labor Code §§ 90.5, 201, 202, 203, 204, 206.5, 210, 218.5,
8 221, 226, 226.2, 226.3, 226.7, 246, 248 *et. seq.*, 248.1, 248.2, 248.5, 432.5, 510, 512, 551, 552, 558,
9 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 1198.5, 1199 and
10 2802; the Fair Labor Standards Act; California Business & Professions Code § 17200 *et seq.*;
11 California Code of Civil Procedure § 1021.5; and the California Industrial Welfare Commission
12 Wage Orders MW-2014 (collectively, the “Released Class Claims”). The Released Class Claims
13 apply to claims arising during the Class Period. Except as set forth in Paragraph 67 of this
14 Agreement, Participating Class Members do not release any other claims, including claims for vested
15 benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment
16 insurance, disability, social security, workers’ compensation, or claims based on facts occurring
17 outside the Class Period.

18 67. Release by Aggrieved Employees: All Aggrieved Employees, including Non-
19 Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of
20 themselves and their respective former and present representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties
22 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
23 Complaint, the PAGA Notice, and ascertained in the course of the Action, including PAGA Penalties
24 claims premised on: California Labor Code §§ § 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3,
25 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2,
26 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; failure to pay for all hours
27 worked/compensation due for services, wages, minimum wages, overtime, premium payments, meal
28 periods, rest periods, pay reporting time pay; failure to provide payment of wages during

1 employment and payment of wages at termination; failure to maintain and provide accurate and
2 complete records; failure to reimburse for necessary business expenses; bonus pay, and any unpaid
3 wages or compensation related to any or all of the foregoing, which are based on the facts alleged in
4 the Action (“Released PAGA Claims”). The Released PAGA Claims apply to claims arising during
5 the PAGA Period.

6 68. Release Effective Date: As of the Release Effective Date, as defined above, all
7 Participating Class Members shall be enjoined from filing, joining or becoming a party, member or
8 representative in any actions, claims, complaints, or proceedings in any state or federal court on an
9 individual, representative, collective or class action basis, or from initiating any other proceedings
10 regarding any of the Released Class Claims identified herein. In addition, upon the Release Effective
11 Date, all eligible Aggrieved Employees shall be enjoined from filing, joining, or becoming a party,
12 member or representative in any actions, claims, complaints, or proceedings in any state or federal
13 court on an individual, representative, collective or class action basis, or from initiating any other
14 proceedings to the extent such actions, claims, complaints, or proceedings are based on the Released
15 PAGA Claims released through this Settlement

16 **F. MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a
17 motion for preliminary approval (“Motion for Preliminary Approval”).

18 69. Defendant’s Statement of Non-Opposition in Support of Preliminary Approval.
19 Defendant may file a statement of non-opposition in support of preliminary approval to be filed with
20 or after the Motion for Preliminary Approval documents.

21 70. Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining
22 Preliminary Approval, including: (i) a draft of the notice, memorandum in support, Motion for
23 Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request
24 for approval of the PAGA portion of the Settlement under Labor Code Section 2699, subd. (f)(2));
25 (ii) a draft proposed Preliminary Approval order; (iii) a draft proposed Class Notice, (iv) a signed
26 declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement
27 and attesting to its willingness to serve; competency; operative procedures for protecting the security
28 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other

1 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
2 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
3 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and
4 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or
5 the Administrator; (vi) a signed declaration from Class Counsel firm attesting to its competency to
6 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
7 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint
8 (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2));
9 and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or
10 the Administrator. In their declarations, Plaintiff and Class Counsel shall aver that they are not aware
11 of any other pending matter or action asserting claims that will be extinguished or adversely affected
12 by the Settlement.

13 71. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
14 responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will
15 obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for
16 Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise
17 ordered by the Court, and deliver the Court's Preliminary Approval to the Administrator.

18 72. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
19 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
20 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by
21 telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
22 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
23 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
24 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the
25 Court's concerns.

26 **G. SETTLEMENT ADMINISTRATION.**

27 73. Selection of Administrator. The Parties have jointly selected Apex to serve as the
28 Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound

1 by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
2 for payment of Administration Costs. The Parties and their Counsel represent that they have no
3 interest or relationship, financial or otherwise, with the Administrator other than a professional
4 relationship arising out of prior experiences administering settlements.

5 74. Employer Identification Number. The Administrator shall have and use its own
6 employer identification number for purposes of calculating payroll tax withholdings and providing
7 reports to state and federal tax authorities.

8 75. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
9 meets the requirements of a “Qualified Settlement Fund” (“QSF”) under US Treasury Regulation
10 section 468B-1 for the funding of the Gross Settlement Amount. Any interest that accrues on the
11 Gross Settlement Amount sums paid into the QSF prior to distribution by the Administrator will
12 become part of the Net Settlement Amount for distribution to Participating Class Members. The QSF
13 will be fully funded in one payment as addressed above.

14 76. Notice to Class Members.

15 76.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
16 shall notify Class Counsel that the list has been received and state the number of Class Members,
17 Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

18 76.2 Using best efforts to perform as soon as possible, and in no event later than 14
19 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members
20 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
21 Notice with Spanish translation as the parties have agreed substantially in the form attached to this
22 Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar
23 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
24 Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts.
25 Before mailing Class Notice, the Administrator shall update Class Member addresses using the
26 National Change of Address Database.

27 76.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
28 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using

any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Notice to Class Members whose Class Notice is returned by the USPS a second time.

76.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

76.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 (fourteen) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

77. Requests for Exclusion (Opt-Outs).

77.1 Class Members who wish to exclude themselves (opt-out of) the Class portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 (forty-five) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class portion of the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

77.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request

1 for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a
2 Class Member and the Class Member's desire to be excluded. The Administrator's determination
3 shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has
4 reason to question the authenticity of a Request for Exclusion, the Administrator may demand
5 additional proof of the Class Member's identity. The Administrator's determination of authenticity
6 shall be final and not appealable or otherwise susceptible to challenge.

7 77.3 Every Class Member who does not submit a timely and valid Request for Exclusion is
8 deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound
9 by all terms and conditions of the Settlement, including the Participating Class Members' releases
10 under Paragraphs 66 and 67 of this Agreement, regardless of whether the Participating Class
11 Member actually receives the Class Notice or objects to the Settlement.

12 77.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-
13 Participating Class Member and shall not receive an Individual Class Payment or have the right to
14 object to the class action components of the Settlement. Because future PAGA claims are subject to
15 claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved
16 Employees are deemed to release the Released PAGA Claims identified in Paragraph 67 of this
17 Agreement and are eligible for an Individual PAGA Payment.

18 78. Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-
19 five) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for
20 Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA
21 Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge
22 the allocation by communicating with the Administrator via fax, email or mail. The Administrator
23 must encourage the challenging Class Member to submit supporting documentation. In the absence
24 of any contrary documentation, the Administrator is entitled to presume that the Workweeks and
25 PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the
26 Class Data. The Administrator's determination of each Class Member's allocation of Workweeks
27 and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge.
28 The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks

1 and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's
2 determination of the challenges.

3 79. Objections to Settlement.

4 79.1 Only Participating Class Members may object to the class action components of the
5 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
6 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
7 and/or Class Representative Enhancement Award.

8 79.2 Participating Class Members may send written objections to the Administrator, by fax,
9 email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
10 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
11 Participating Class Member who elects to send a written objection to the Administrator must do so
12 not later than 45 (forty-five) days after the Administrator's mailing of the Class Notice (plus an
13 additional 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

14 79.3 Non-Participating Class Members have no right to object to any of the class action
15 components of the Settlement.

16 80. Administrator Duties. The Administrator has a duty to perform or observe all tasks to
17 be performed or observed by the Administrator contained in this Agreement or otherwise.

18 80.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
19 maintain and use an internet website to post information of interest to Class Members including the
20 date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for
21 Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, motion for
22 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative
23 Enhancement Award, the Final Approval, and the Judgment. The Administrator will also maintain
24 and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes
25 and emails.

26 80.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
27 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than
28 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the

1 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and
2 other identifying information of Class Members who have timely submitted valid Requests for
3 Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members
4 who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion
5 submitted (whether valid or invalid).

6 80.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
7 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices
8 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or
9 invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received
10 and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments
11 (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity
12 of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

13 80.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority
14 to address and make final decisions consistent with the terms of this Agreement on all Class Member
15 challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s
16 decision shall be final and not appealable or otherwise susceptible to challenge.

17 80.5 Administrator’s Declaration. Not later than 14 (fourteen) days before the date by which
18 Plaintiff is required to file the Motion for Final Approval, the Administrator will provide to Class
19 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due
20 diligence and compliance with all of its obligations under this Agreement, including, but not limited
21 to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class
22 Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received
23 (both valid or invalid), the number of written objections and attach the Exclusion List. The
24 Administrator will supplement its declaration as needed or requested by the Parties and/or the Court.
25 Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

26 80.6 Final Report by Settlement Administrator. Within 10 (ten) days after the Administrator
27 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
28 and Defense Counsel with a final report detailing its disbursements by employee identification

number only of all payments made under this Agreement. At least 15 (fifteen) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

81. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on data gathered through the May 1st, 2025, mediation, it is estimated that there are 353 Class Members who collectively worked a total of **34,199** Workweeks from June 24, 2020 to May 1, 2025. If it is determined that the total number of Workweeks is greater than **37,618** as of Preliminary Approval (i.e. a 10% increase or more than 34,199 workweeks), the Gross Settlement Amount will be increased by the same number of percentage points above 10% by which the actual number of Workweeks exceeds 37,618. Alternatively, Defendant may elect to shorten the Class Period to stay within the ten percent cushion, i.e., 37,618 Workweeks. If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

F. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Costs incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than twenty (20) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

G. MOTION FOR FINAL APPROVAL. Not later than 16 (sixteen) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file

in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA portion of the settlement under Labor Code section 2699, subd. (l); a proposed Final Approval; and a proposed Judgment (collectively “Motion for Final Approval”).

82. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

83. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph.

84. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

85. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved

1 and the Judgment becomes final.

2 86. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
3 reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material
4 modification of this Agreement (including, but not limited to, the scope of release to be granted by
5 Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously
6 work together in good faith to address the appellate court's concerns and to obtain Final Approval
7 and Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred
8 after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class
9 Representative Enhancement Award, Class Counsel Fees Payment and/or Class Counsel Litigation
10 Expenses Payment shall not constitute a material modification of the Judgment within the meaning
11 of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12 **H. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
13 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
14 judgment.

15 **I. ADDITIONAL PROVISIONS.**

16 87. No Admission of Liability, Class Certification or Representative Manageability for
17 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
18 Nothing in this Agreement is intended or should be construed as an admission by Defendant that any
19 of the allegations in the Operative Complaint has merit or that Defendant has any liability for any
20 claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's
21 defenses in the Action have merit. The Parties agree that class certification and representative
22 treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant
23 Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest
24 certification of any class for any reason, Defendant reserves all available defenses to the claims in
25 the Action, and Plaintiff reserves the right to move for class certification on any grounds available
26 and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to
27 settle the Action will have no bearing on, and will not be admissible in connection with, any litigation
28 (except for proceedings to enforce or effectuate the Settlement and this Agreement).

1 88. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
2 Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and
3 each of them will not disclose, disseminate and/or publicize, or cause or permit another person to
4 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
5 specifically or generally, to any person, corporation, association, government agency, or other entity
6 except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep
7 this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report
8 income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
9 response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees
10 to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking
11 such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to,
12 directly or indirectly, initiate any conversation or other communication, before the filing of the
13 Motion for Preliminary Approval, with any third party regarding this Agreement or the matters
14 giving rise to this Agreement except to respond only that "the matter was resolved," or words to that
15 effect. This paragraph does not restrict Class Counsel's communications with Class Members in
16 accordance with Class Counsel's ethical obligations owed to Class Members.

17 89. No Solicitation. The Parties separately agree that they and their respective counsel and
18 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from
19 the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to
20 communicate with Class Members in accordance with Class Counsel's ethical obligations owed to
21 Class Members.

22 90. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
23 together with its attached exhibits shall constitute the entire agreement between the Parties relating
24 to the Settlement, superseding any and all oral representations, warranties, covenants, or
25 inducements made to or by any Party.

26 91. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
27 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
28 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its

terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

92. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of mediator Kelly Knight for resolution.

93. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

94. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

95. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

96. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

97. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

98. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

1 99. Confidentiality. To the extent permitted by law, all agreements made, and orders
2 entered during Action and in this Agreement relating to the confidentiality of information shall
3 survive the execution of this Agreement.

4 100. Headings. The descriptive heading of any section or paragraph of this Agreement is
5 inserted for convenience of reference only and does not constitute a part of this Agreement.

6 101. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
7 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend
8 or federal legal holiday, such date or deadline shall be on the first business day thereafter.

9 102. Notice. All notices, demands, or other communications between the Parties in
10 connection with this Agreement will be in writing and deemed to have been duly given as of the
11 third business day after mailing by United States mail, or the day sent by email or messenger,
12 addressed as follows:

13 To Plaintiff:

14 **D.LAW, INC.**
15 David Yeremian
16 d.yeremian@d.law
17 Alvin B. Lindsay
18 a.lindsay@d.law
19 450 N. Brand Blvd., Suite 840
20 Glendale, CA 91203
21 Telephone: (818) 962-6465
22 Facsimile: (818) 962-6469

23 To Defendant:

24 **SAGASER, WATKINS & WIELAND PC**
25 Paul J. Bauer, (SBN 202752)
26 paul@sw2law.com
27 5260 North Palm Avenue, Suite 400
28 Fresno, California 93704
Telephone: (559) 421-7000
Facsimile: (559) 473-1483

103. Execution in Counterparts. This Agreement may be executed in one or more
counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this
Agreement shall be accepted as an original. All executed counterparts and each of them will be
deemed to be one and the same instrument if counsel for the Parties will exchange between

1 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
2 the existence and contents of this Agreement.

3 104. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
4 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
5 that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring
6 a case to trial under CCP section 583.310 for the entire period of this settlement process.

7 105. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
8 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
9 Defendant in connection with the mediation, other settlement negotiations, or in connection with the
10 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be
11 used in any way that violates any existing contractual agreement, statute, or rule of court. Not later
12 than 90 days after the date when the Court discharges the Administrator's obligation to provide a
13 declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and
14 electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of
15 the Administrator's obligation, Defendant makes a written request to Class Counsel for the return,
16 rather than the destructions, of Class Data.

17 106. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
18 the Parties request that the Court first attempt to construe the provisions valid to the fullest extent
19 possible consistent with applicable precedents, so as to define all provisions of this Agreement valid
20 and enforceable.

21 107. Severability. In the event that one or more of the provisions contained in this
22 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
23 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense
24 Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved
25 Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision
26 had never been included in this Agreement.

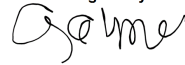
27 ///

28 ///

1 **IT IS SO AGREED.**

2 By the Parties:

3
4 DATED: 6/27/2025

DocuSigned by:

25634CE7A61C403

Plaintiff Gloria Amescua

6
7 DATED: 6/30/2025


Defendant Central California Blood Center

By: Christine Hayes

Position: President/CEO

10
11
12 Approved by counsel:

13 DATED: 06/27/2025

D.LAW, INC.

14
15 By: 

David Yeremian

Alvin Lindsay

Counsel for Plaintiff Gloria Amescua

16
17
18
19 DATED: July 7, 2025

SAGASER, WATKINS & WIELAND PC

20 By: Paul J. Bauer

Paul J. Bauer

Attorneys for Defendant, Central California Blood
Center

EXHIBIT A

Superior Court of California, County of Fresno
Gloria Amescua v. Central California Blood Center, LLC et al.
Case No. 24CECG02710

*The Superior Court for the State of California authorized this Notice.
It's not junk mail, spam, an advertisement, or solicitation by a lawyer.
This is not a lawsuit against you and you are not being sued.*

**NOTICE OF CLASS ACTION AND PAGA SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

To: All individuals who worked for Central California Blood Center ("Defendant") as a non-exempt, hourly employee at any time from June 24, 2020, to May 1, 2025. **You may be eligible to receive money from an employee Class Action and PAGA Settlement concerning your former or current employment with Defendant.**

The Class Action and Private Attorneys General Act ("PAGA") lawsuit was filed by a former employee and seeks:

(A) **Class Payments.** Wages and penalties for a class of non-exempt employees who worked for Defendant in California during the **Class Period (June 24, 2020 to May 1, 2025)** (collectively "Class Members"); and

(B) **PAGA Payments.** Civil penalties under the PAGA for all non-exempt employees who worked for Defendant in California during the **PAGA Period (June 24, 2023 to May 1, 2025)** (collectively "Aggrieved Employees").

The Class Action and PAGA Settlement will resolve the following action:

- *Gloria Amescua v. Central California Blood Center, et al.*, currently pending in the Superior Court of California for the County of Fresno, Case No. 24CECG02710

PLEASE READ THIS NOTICE CAREFULLY

The Court has preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and her attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims.

Based on Defendant's records, your individual Settlement payments are estimated to be:

- Individual Class Payment is estimated to be \$ [REDACTED] (less withholding); and

- Individual PAGA Payment is estimated to be \$ [REDACTED]. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records, you did not work for Defendant during the PAGA Period.)

The above estimates are based on the Defendant's records showing that you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 13 of this Notice for more information.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if applicable). In exchange, you will give up your right to assert certain wage claims against Defendant and all Released Parties that are covered by this Settlement. Your payment will be automatically mailed to you after the Court grants final approval of the Settlement.
REQUEST TO BE EXCLUDED ("OPT-OUT") FROM CLASS SETTLEMENT The Opt-Out Deadline is [REDACTED]	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. <i>Non-Participating Class Members cannot object to any portion of the proposed Settlement.</i> See Section 16 of this Notice for more information. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees.
OBJECT The Objection Deadline is [REDACTED]	All Class Members who do not opt-out are "Participating Class Members" and can object to any aspect of the proposed Settlement. You have the right to object to the Settlement if you think the Settlement is unfair, unreasonable or inadequate by sending a written objection to the Settlement Administrator. <i>You cannot object to any portion of the proposed Settlement if you requested to be excluded.</i> See Section 18 of this Notice for more information.
UPDATE YOUR MAILING ADDRESS	Update your personal information with the Settlement Administrator to make sure your Settlement Payment is sent to the correct mailing address. See Section 10 of this Notice for more information.
CHALLENGE CALCULATION OF YOUR WORKWEEKS/ PAY PERIODS The Challenge Deadline is [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked during the Class Period and how many pay periods you worked during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED].

PARTICIPATE IN THE FINAL APPROVAL HEARING Hearing is Set For [REDACTED]	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform.
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DEFENDANT WILL NOT RETALIATE IN ANY WAY AGAINST ANY CLASS MEMBER FOR EXERCISING ANY OF THE RIGHTS AND OPTIONS DESCRIBED IN THIS NOTICE.

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BASIC INFORMATION

1. What Is This Lawsuit About?

This Lawsuit accuses Defendant of violating California labor laws, including its alleged failure to pay minimum wage, failure to pay overtime wages, failure to provide compliant meal periods or meal break premium pay, failure to provide compliant rest breaks or rest break premium pay, failure to provide accurate, itemized wage statements, garnishment of wages, failure to timely pay wages twice monthly, failure to timely pay wages during employment or upon separation and for waiting-time penalties, failure to maintain accurate records or provide requested records, and failure to indemnify reasonable and necessary business expenses. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”).

Defendant strongly denies all allegations of the Lawsuit and contends it complied with all applicable California laws. The Settlement is not an admission that Defendant did anything wrong or an indication any law was violated.

2. What Is A Class Action?

In a class action, one or more people called Class Representatives (in this case, Plaintiff Gloria Amescua) sues on behalf of herself and other people who may have similar claims. The group of people with similar claims are referred to collectively as a “Class.” Each person covered by the Class definition is a “Class Member.” One court resolves the issues for all Class Members, except those who ask to be excluded from the Class.

3. Why Is There A Settlement?

The Court did not decide in favor of the Plaintiff or Defendant. The Parties hired an experienced, neutral mediator to resolve the Lawsuit by negotiating to end the case by agreement rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Lawsuit and enforcing the Agreement, the Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

4. Who Are The Parties In This Lawsuit?

The named Plaintiff Gloria Amescua was employed by Defendant in California as a non-exempt employee.

Defendant is a company that provides blood and services to patients who receive care at over 20 hospitals and their network of facilities in Fresno, Tulare, Madera, Kings, and Mariposa Counties.

5. Who Are The Attorneys For The Parties?

Attorneys for Plaintiff Gloria Amescua

Attorneys for Defendant

and the Class

D.LAW, INC.

EMIL DAVTYAN (SBN 299363)

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5260 North Palm Avenue, Suite 400

Fresno, California 93704

IMPORTANT TERMS OF THE SETTLEMENT

6. What Is The Settlement Amount?

Gross Settlement Amount. Defendant agreed to pay a maximum amount of no more than Three Hundred Fifty Thousand Dollars (\$350,000.00) to fully and finally resolve all claims alleged in the Lawsuit (referred to as the “Gross Settlement Amount” or “GSA”). The Administrator will use the GSA to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will deposit the GSA into a Qualified Settlement Account. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement and/or the Judgment is appealed.

Court Approved Deductions From GSA. At the Final Approval Hearing, the Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the GSA, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to **one-third** of the GSA, or **\$116,666.67**, to Class Counsel for attorneys’ fees and reimbursement of their actual litigation expenses. To date, Class Counsel have worked and incurred expenses without payment.

B. Up to **\$10,000.00** to the named Plaintiff as a Class Representative Award for filing the Lawsuit, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and Individual PAGA Payment.

C. Up to **\$9,550.00** to the Administrator for services administering the Settlement.

D. Up to **\$20,000.00** for PAGA Penalties, with **65%** of the PAGA penalties allocated to the LWDA PAGA Payment, and **35%** of the PAGA penalties distributed to the Aggrieved Employees, as Individual PAGA Payments, based on their PAGA Period pay periods.

Net Settlement Distributed To Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the GSA (referred to as the “Net Settlement Amount” or “NSA”) by making Individual Class Payments to Participating Class Members based on their Class Period workweeks.

Administrator. The Court has appointed a neutral company, Apex Class Action, LLC (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over workweeks and pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 22 of this Notice.

7. How Will The Administrator Calculate My Payment?

- A. **Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a) dividing the NSA by the total number of workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of workweeks worked by each individual Participating Class Member.
- B. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$20,000.00 by the total number of PAGA Period pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

8. What Am I Giving Up In Exchange For My Payment?

- A. **Participating Class Members’ Release.** After the Judgment is final and Defendant has fully funded the GSA, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement against the Released Parties. The “Released Parties” means Defendant and all of Defendant’s former and present officers, directors, subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers, predecessors, successors, owners and assigns.

This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against any of the Defendant or the Released Parties for the Released Class Claims as defined below.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from those claims arising out of or related to the allegations set forth in the Operative Complaint that arose during the Class Period, or reasonably could have been alleged, including all statutes on which those claims are based in the Operative Complaint, including claims for: failure to pay for all hours worked/compensation due for services, wages, minimum wages, overtime, premium payments, meal periods, rest periods, pay reporting time pay, failure to provide payment of wages during employment and payment of wages at termination, failure to maintain

and provide accurate and complete records, failure to reimburse for necessary business expenses, bonus pay, and any unpaid wages or compensation related to any of all of the foregoing, which are based on the facts alleged in the Action, restitution related to any of all of the foregoing, which are based on the facts alleged in the Action, and any penalties, including statutory or civil penalties, related to any or all of the foregoing. This release includes any and all claims pursuant to: California Labor Code §§ 90.5, 201, 202, 203, 204, 206.5, 210, 218.5, 221, 226, 226.2, 226.3, 226.7, 246, 248 et seq., 248.2, 248.2, 248.5, 432.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199 and 2802; the Fair Labor Standards Act; California Business & Professions Code § 17200 et seq.; California Code of Civil Procedure § 1021.5; and the California Industrial Welfare Commission Wage Orders MW-2014 (collectively, the “Released Class Claims”). The Released Class Claims apply to claims arising during the Class Period. Except as set forth in the Aggrieved Employees’ PAGA Release, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

B. Aggrieved Employees’ PAGA Release. All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action, including PAGA Penalties claims premised on: California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699 et seq.; failure to pay for all hours worked/compensation due for services, wages, minimum wages, overtime, premium payments, meal periods, rest periods, pay reporting time pay; failure to provide payment of wages during employment and payment of wages at termination, failure to maintain and provide accurate and complete records, failure to reimburse for necessary business expenses, bonus pay, and any unpaid wages or compensation related to any or all of the foregoing, which are based on the facts alleges in the Action (“Released PAGA Claims”). The Released PAGA Claims apply to claims arising during the PAGA Period.

HOW TO GET A SETTLEMENT PAYMENT

9. How Can I Get My Settlement Payment?

You do not need to do anything to receive your Settlement Payment. If the Court approves the Settlement at the scheduled Final Approval Hearing, your Settlement Payment will be mailed to the address this Notice was mailed to, unless you updated your address with the Administrator.

10. What If I Change My Address?

You should immediately notify the Administrator if you move or otherwise change your mailing address. It is your responsibility to keep the Administrator informed of any change in your address, as your Settlement Payment will be mailed to the last known address it has on file for you.

11. How Long Do I Get To Cash My Settlement Payment?

No more than **180 calendar days** after date of mailing. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the “void date”). If you do not cash it by the void date, your check will be automatically cancelled and the monies will be transferred to the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

12. What If I Lose My Settlement Check?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

13. What If My Number Of Workweeks Or Pay Periods Is Wrong?

The number of workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, as recorded in Defendant’s employment records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of workweeks and/or pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 22 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs and/or other records. The Administrator will accept the Defendant’s calculations of workweeks and/or pay periods based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve workweek and/or pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and the Defendant’s Counsel. The Administrator’s decision is final.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. Can I Exclude Myself From The Class Portion of the Settlement?

Yes. If you wish to pursue a separate lawsuit, with a separate attorney at your own expense, or do not want to participate in the class portion of the Settlement for other reasons, you have the option to exclude yourself (that is, “opt out” of the Settlement).

An Excluded Class Member (i.e., Non-Participating Class Members) will not receive an Individual Class Payment, but will preserve his or her rights to personally pursue wage and hour claims against Defendant.

15. Can I Exclude Myself From The PAGA Portion Settlement?

No. You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert the Released PAGA Claims against Defendant.

16. How Do I Exclude Myself From The Settlement?

To opt out and exclude yourself from the Class Action Settlement, you must provide a signed and dated letter to the Settlement Administrator requesting exclusion. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth the Class Member's full name, present address, telephone number or email address, and a simple statement electing to be excluded from the Settlement.

It must be addressed to the Administrator and **faxed, emailed, or postmarked on or before** [REDACTED]. Requests for exclusion sent after this date may be disregarded.

OBJECTING TO THE SETTLEMENT

17. Can I Object If I Do Not Think The Settlement Is Fair?

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low.

Before deciding whether to object, you may wish to see what the Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award.

18. How Do I Object To The Settlement?

Only Participating Class Members have the right to object to the Settlement. If you do not think the Settlement is fair, you can object to the Settlement to advise the Court that you do not agree with the Settlement or some part of it.

To object, you must state what your objection(s) are to the Settlement, and include the case name and number: *Gloria Amescua v. Central California Blood Center, et al.*, Case No. 24CECG02710. Be sure to include your full name, current address and telephone number or email address, and the specific reasons you object to the Settlement. It must be addressed to the Administrator and **faxed, emailed, or postmarked on or before** [REDACTED].

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 19 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

THE COURT'S FINAL FAIRNESS HEARING

19. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold a Final Approval hearing in Department 503 of the Superior Court of California, County of

Fresno, located at 1100 Van Ness Avenue, Fresno, CA 93724-0002, on [REDACTED], at [REDACTED] a.m./p.m.

At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative's service payment, and the Administrator's fees and expenses. The Court may reschedule the Final Approval hearing without further notice to Class Members. However, any Class Member who has submitted an objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval hearing.

20. Do I Need To Attend The Hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to attend at your own expense. You may also hire and pay your own lawyer to attend.

To join remotely: <https://www.fresno.courts.ca.gov/divisions/civil/remote-appearance-information>

21. May I Speak At The Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. You cannot speak at the hearing if you have excluded yourself from the Settlement.

GETTING MORE INFORMATION

22. Who May I Contact If I Have Questions About The Settlement?

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

The pleadings and other records in this litigation may be examined online on the Fresno County Superior Court's website, at <https://www.fresno.courts.ca.gov/online-services/case-information>. Here, you can log in, and search for this case by entering the case number. You will have the option to open documents, view them, and download them.

The Settlement Agreement sets forth everything the Parties have promised to do under the proposed Settlement. The easiest way to read the Agreement or any other Settlement-related documents is to go to the Settlement Administrator's website at _____, where you will find links to these documents.

For more information or if you have specific questions, please contact the attorneys for the Plaintiff and the Class, or the Settlement Administrator.

<u>Attorneys for Plaintiff Gloria Amescua and the Class</u> D.LAW, INC. EMIL DAVTYAN emil@d.law DAVID YEREMIAN	<u>Settlement Administrator:</u> Apex Class Action [email address] [phone number] [mailing address]
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