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on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

GLORIA A. AMESCUA, on behalf of herself and
all others similarly situated,

Plaintiffs,

v.

CENTRAL CALIFORNIA BLOOD CENTER,
a California corporation; and Does 1 to 50,
inclusive,

Defendants.

CLASS ACTION

Case No.: 24CECG02710

Assigned for All Purposes To:
Hon. Lisa M. Gamoian

**DECLARATION OF MARTA MANUS IN
SUPPORT OF AMENDED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Information:

Date: August 27, 2026

Time: 3:27 p.m.

Department: 502

Action filed: June 24, 2025

FAC filed: August 27, 2024

Trial date: None Set

1 I, Marta Manus, hereby declare as follows:

2 1. I am an attorney licensed and admitted to practice before all courts of the State of
3 California and the United States District Court for the Central, Southern, Eastern, and Northern
4 Districts of California. I am an associate attorney at D.Law, Inc. and counsel for Plaintiff Gloria
5 A. Amescua (“Plaintiff”), on behalf of herself and all other similarly situated employees of
6 Defendant Central California Blood Center (“Defendant”) (Plaintiff and Defendant are collectively
7 referred to herein as “the Parties”). All the matters set forth herein are within my personal
8 knowledge.

9 2. I submit this declaration in support of the Plaintiff’s Amended Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **Procedural History**

12 3. Plaintiff worked as a non-exempt, hourly employee for Defendant and seeks to
13 represent all current and former California non-exempt individuals who worked for Defendant
14 during the Settlement Class Period. According to its website, for more than 70 years, Defendant
15 has partnered with local volunteer donors to providing lifesaving blood to hospitals throughout
16 Central Valley. Settlement Class Members (“Class Members”) worked as non-exempt employees
17 performing jobs such as phlebotomist, nurse, and blood donation and collection services.

18 4. On June 24, 2024, Plaintiff commenced a Class Action by filing a Complaint
19 alleging causes of action against Defendant for (1) Failure To Pay Minimum Wages, (2) Failure
20 To Pay Wages And Overtime Under Labor Code Section 510, (3) Meal Period Liability Under
21 Labor Code Section 226.7, (4) Rest Break Liability Under Labor Code Section 226.7, (5)
22 Violation Of Labor Code Section 226(A), (6) Violation Of Labor Code Section 221, (7)
23 Violation Of Labor Code Section 204, (8) Violation Of Labor Code Section 203, (9) Failure To
24 Maintain Records Required Under Labor Code Sections 1174 And 1174.5, (10) Failure To
25 Reimburse Necessary Business Expenses Under Labor Code Section 2802; And (11) Violation
26 Of Business & Professions Code Section 17200, *et seq.* (the “Class Action”).

27 5. On June 24, 2024, and pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave
28 timely notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative

1 action under PAGA (LWDA-CM-1036097-24). A true and correct copy of the Initial Notice to the
2 LWDA is attached hereto as **Exhibit 3**. The LWDA did not notify Plaintiff that it intended to
3 investigate within 65 days of this written notice. Therefore, on August 27, 2024, after the 65-day
4 statutory period passed, Plaintiff filed her First Amended Complaint (Operative Complaint), which
5 added claims for civil penalties under PAGA, Labor Code §2698.

6 6. The Parties subsequently participated in a private mediation with mediator Hon.
7 Howard A. Broadman (Ret.), on May 1, 2025. With the assistance of the mediator, the Parties were
8 able to reach an agreement on general settlement terms. The negotiations were adversarial,
9 conducted at arm's length, and tempered by the efforts of both sides to serve the interests of their
10 clients. Recognizing the burdens and risk of continuing with the litigation, accepted the mediator's
11 proposal to resolve the claims in the Operative Complaint.

12 **Summary of the Settlement**

13 7. The Settlement proposes the following Class: individuals who worked for
14 Defendant in California as non-exempt, hourly employees during the Settlement Class Period (i.e.
15 the period from June 24, 2020, to May 1, 2025). A true and correct copy of the fully executed
16 Settlement Agreement is attached hereto as **Exhibit 1**. Attached thereto as Exhibit A is a true and
17 correct copy of the proposed Class Notice.

18 8. The parties have agreed to settle the claims alleged in this case for a Gross
19 Settlement Amount of \$350,000.00. Subject to Court approval, the following payments will be
20 deducted from the Gross Settlement Amount: (1) a class representative service payment of up to
21 \$10,000.00 to Plaintiff; (2) attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount
22 (currently \$116,666.67) and reimbursement of actual litigation costs to Plaintiffs' Counsel,
23 currently estimated not to exceed \$18,000.00; (3) costs of settlement administration of up to
24 \$9,550.00 to Apex Class Action ("Apex")¹; and (4) PAGA penalties in the amount of \$20,000.00,
25 which will be allocated 65% to the LWDA (\$13,000.00) and 35% to Aggrieved Employees
26 (\$7,000.00). After all requested deductions are made, the remaining Net Settlement Amount is
27

28 ¹ Attached hereto as **Exhibit 7** is the Declaration of Michael Sutherland of Apex.

1 currently estimated to be \$176,780.06. At the time of mediation, there were approximately 353
2 Class Members who worked an estimated 34,199 workweeks, resulting in an estimated \$5.17 per
3 workweek. Since mediation, the number of Class Members has increased to approximately 362.
4 Thus, using a straight average, the estimated average Individual Settlement Award is
5 approximately \$488.34 per Class Member (\$176,780.06 divided by 362 Class Members), with the
6 highest estimated Individual Settlement Award is approximately \$1,308.01 (\$5.17 x 253 weeks
7 (total weeks in Settlement Period)).

8 9. On November 17, 2025, Plaintiff submitted a copy of the Settlement Agreement to
9 the LWDA. A true and correct copy of the confirmation of submission my office received after
10 submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 2**.

11 **Investigation and Discovery**

12 10. Prior to attending mediation, Plaintiff's Counsel thoroughly investigated the claims,
13 applicable laws, and potential defenses. Plaintiff's Counsel assessed the value to the class claims
14 using the documents and data Defendant produced in informal discovery, including class data
15 providing the number of Class Members, the number of workweeks in the Class Period, and the
16 number of pay periods in the PAGA Period, Plaintiff's personnel files, employment handbooks
17 and policies, and time and payroll records. Plaintiff's Counsel engaged an expert to quantify the
18 potential exposure using the time and payroll records, and then assessed the risks associated with
19 each claim meriting reductions in the likely success at class certification and likely recovery at
20 trial. Plaintiff Counsel's expert provided a declaration regarding their qualification and method
21 used to quantify the potential exposure. *See* the Declaration of Jarrett Gorlick in Support of Motion
22 for Preliminary Approval of Class Action and PAGA Settlement, **Exhibit 4** hereto. Based on the
23 damage analysis conducted, using class data, time and payroll records for the class, and
24 assumptions based on the employment handbooks and policies provided by Defendant, the average
25 number of hours worked per shift was approximately 7.8 hours, the average rate of pay was
26 approximately \$19.49, and the average number of shifts per workweek was approximately 4.2
27 shifts amongst the Class Members during the relevant time period. Further, it is Plaintiff Counsel's
28 understanding that the employment handbooks and policies produced prior to mediation by

1 Defendant's is reflective of the employment handbook and policies all Class Members were
2 subjected to under the relevant time period at all of Defendant's locations in California.

3 11. After filing the lawsuit, Plaintiff's Counsel conducted a thorough investigation of
4 the facts and claims giving rise to the action, including: (1) conducting informal discovery and
5 meeting and conferring with defense counsel about the same; (2) reviewing and analyzing a
6 sampling of time and pay records as well as applicable employment handbooks, Plaintiff's
7 personnel file and records, relevant company-wide policies and other documentation; (3)
8 researching the applicable law and potential defenses; (4) constructing damage models based on
9 interpretations of California law; and (5) reviewing information provided by Defendant at and prior
10 to the mediation.

11 12. Defendant for its part, vigorously contested liability, the amount of claimed
12 damages, and the propriety of class certification. After Class Counsel analyzed the relevant
13 documents and other gathered data, Class Counsel believed that this case was appropriate for
14 resolution via mediation. Given the high level of risk present for both sides, the parties elected to
15 mediate Plaintiff's claims and explore the possibility of settlement.

16 13. From Class Counsel's review of the facts, strengths, and weaknesses of the case, the
17 risks and delays posed by further litigation, and Class Counsel's own prior litigation experience,
18 Class Counsel believes that the recovery for each class member is fair and reasonable taking into
19 consideration the amounts received in other wage and hour class actions, the risks inherent in
20 litigation of this genre, and the reasonable tailoring of each Class Member's claim to the settlement
21 award he or she will receive. Further, and based on the settlement negotiations, which were
22 extensive and conducted in good faith and at arm's length between attorneys with substantial
23 experience litigating class actions and wage and hour cases, the Settlement was the product of a
24 non-collusive settlement process in which the parties were forced to make significant compromises
25 in the interest of reaching a full and complete settlement of the lawsuit. Class Counsel is not aware
26 of any other class, representative or other collective action in this or any other jurisdiction that
27 asserts claims similar to those asserted in this action on behalf of a class or group of individuals
28 who would also be members of the class defined in this action.

1 **The Strength of Plaintiff's Case in Light of the Settlement Amount**

2 14. Because the class consists of numerous employees, it was unlikely that the potential
3 monetary claims of individual Class Members would have proved viable without the class-action
4 mechanism. The Settlement Agreement should be approved in light of two California appellate
5 decisions: *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785 and *Kullar v.*
6 *Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116.

7 15. The strength of the plaintiff's case in light of the settlement amount is deemed by
8 courts to be the "most important." *Clark v. American Residential Services, LLC* (2009) 175
9 Cal.App.4th 785, 799 (citing *Kullar*). Here, Plaintiff alleges that Defendant failed to pay all wages,
10 failed to provide all meal or rest breaks or provide premium pay in lieu thereof, failed to provide
11 accurate wage statements, failed to reimburse necessary business expenses, and failed to timely
12 pay all wages upon termination in violation of California law. Plaintiff seeks related violations of
13 California's Business & Professions Code, and penalties pursuant to Labor Code § 2699 *et seq.*
14 Through informal and formal discovery, including the production of documents in advance of
15 mediation, which include: (a) the Central California Blood Center Employee Handbook applicable
16 to the Class Members; (b) Defendant's policies and procedures pertaining to minimum wages,
17 overtime, meal breaks, and rest breaks, which were in effect during the Class Period; (c) Plaintiff's
18 personnel file; (d) Plaintiff's timekeeping and payroll records; (e) a sampling of the Class
19 Members' timekeeping and payroll records; and (f) information on the class demographics
20 including the total number of Class Members during the Class Period, total number of Class
21 Members during the PAGA Period, total number of current employees, total number of former
22 employees in the relevant time period, average hourly rate of pay, and total number of workweeks
23 worked during the Class Period. The merits of each of these claims will be addressed separately
24 below. In preparation for mediation, Plaintiff confirmed that these challenged policies and
25 practices applied to Plaintiff as well as Class Members (i.e. Defendant's non-exempt employees in
26 California).

27 16. The Class is readily ascertainable from Defendant's business records, because all
28 Class Members are or were employees of Defendant. Defendant's records show that there are

1 approximately 362 Class Members, making joinder of all Class Members impracticable. *See*
2 Declaration of Christine Hayes for Motion for Preliminary Approval of Class Action and PAGA
3 Settlement at ¶ 3, filed by Defendant on July 30, 2026. Further, given the size and amount of each
4 Class Members' claim, Class Members have little incentive to litigate their claims on an individual
5 basis because the out-of-pocket expenses and personal commitment necessary to litigate each claim
6 likely outweighs any potential recovery.

7 17. Plaintiff has alleged that she and Class Members were employed by the same
8 Defendant and injured by Defendant's common wage and hour policies and practices, including
9 Defendant's scheduling, timekeeping, compensation, meal period, rest period, and expense
10 reimbursement policies. These allegations present common factual and legal questions of, *inter*
11 *alia*, whether Defendant applied the same scheduling, timekeeping, compensation, meal period,
12 rest period, and expense reimbursement policies, whether these policies and practices resulted in
13 Labor Code violations, whether Defendant's conduct was intentional, and whether Class Members
14 are entitled to damages and/or penalties. These common questions could be resolved using Class
15 Members' time records, payroll records, wage statements, testimony from Defendant's designated
16 representative(s), and Class Members' testimony.

17 18. Although the exposure Plaintiff's Counsel calculated is substantial, the various risks
18 at succeeding at class certification and through trial affected the valuation of the claims for
19 settlement purposes. The Settlement amount was a compromise figure, factoring in the inherent
20 risks related to certification, liability and damages. However, considering all the circumstances of
21 the action and the defenses raised by Defendant against certification, liability and damages, Class
22 Counsel believes that the Settlement is fair and reasonable

23 19. **Failure to Pay all Wages:** Plaintiff's unpaid minimum and overtime wage claims
24 were based on the allegation that Defendant failed to pay Class Members for all hours worked by
25 failing to pay Plaintiff and Class Members at least minimum wages for all hours worked and proper
26 overtime wages for hours worked in excess of eight hours in a day and 40 hours in a week.
27 Specifically, Plaintiff alleges Defendant paid employees by their scheduled hours, or the desired
28 number of hours Defendant wanted to pay rather than their actual hours worked resulting in off the

1 clock work without pay.

2 20. Plaintiff's expert conservatively estimated ten (10) minutes of unpaid time per shift,
3 with 80.7% allocated to overtime hours, based on an analysis of the data provided for mediation.
4 The estimated total amount of unpaid wages for off-the-clock work totaled \$954,819.00. Defendant
5 argued that any off-the-clock time was undocumented and unknown to Defendant, and that
6 Defendant was therefore not obligated for this time. Because this claim would have relied heavily
7 on Class Member testimony and would not be evidenced in Defendant's time and payroll records,
8 the risk of succeeding at class certification and trial was substantial. Additionally, proof of this
9 claim would depend largely on anecdotal evidence as there are no records of time worked off-the-
10 clock, and ultimately this claim may be determined to be too individualized for purposes of class
11 certification. Accordingly, Plaintiff applied an 80% discount for this claim to reach an adjusted
12 settlement value of \$190,963.80.

13 21. **Meal Periods**: With respect to the meal period claim, Plaintiff contended that
14 Defendant had a common practice and policy of denying compliant meal periods. For example,
15 Plaintiff worked shifts that entitled her to at least one meal period, but Plaintiff alleges Defendant's
16 supervisor required Plaintiff and the Class Members to prioritize attending to donor and customer
17 needs over taking proper meal periods and automatically deducted at least thirty minutes from
18 Plaintiff and Class Members' time worked, regardless of whether they actually received their meal
19 periods in full. For example, timekeeping records analyzed for mediation reflect some late meal
20 periods, missing second meal periods and short meal periods. Plaintiff's expert found a unique
21 violation rate of 28.2% in Defendant's time records. Potential liability for the meal period claims
22 was therefore \$1,055,132.00, which was offset by meal premiums paid by Defendant. However,
23 Defendant contended that employees were provided with the opportunity to take all meal periods,
24 and if they did not do so, it was purely voluntary. Defendant argued that under California law,
25 employers do not have a duty to ensure that employees take all meal periods, so long as they
26 provide meal periods and do not inhibit employees from taking all compliant meal periods. Further,
27 Defendant paid meal period premiums for approximately many of the facial violations, which
28 would undermine commonality at class certification. As such, Plaintiff's Counsel applied an

1 approximately 80% risk discount, resulting to reach a settlement value of \$211,026.40.

2 22. **Rest Breaks**: Plaintiff contended that Plaintiff and Class Members frequently had
3 to forego rest breaks due to the demands of the job. Assuming a 25% violation rate on shifts of
4 more than 3.5 hours, Plaintiff's expert calculated the estimated maximum recovery at
5 approximately \$951,292.00 in unpaid rest period premiums. Defendant contended that there were
6 no rest break violations, because rest breaks do not need to be recorded, and the time records often
7 do not accurately reflect all rest breaks taken by Class Member. Because this claim would have
8 relied largely on Class Member testimony, and potential individualized issues, Plaintiff applied a
9 90% discount accounting for the risks of success at trial and class certification for this claim. As
10 such, the adjusted calculated exposure for this claim is approximately \$95,129.20.

11 23. **Business Expense Reimbursements**: Plaintiff's reimbursement claim was based
12 on the allegation that Defendant required Class Members to use personal cell phones for work-
13 related communications. Assuming a conservative \$50/per Class Member for unpaid
14 reimbursements, this resulted in a damages estimate of \$17,650. *Id.* However, Defendant argued
15 that Class Members could have access the timekeeping website on the work computer, and as such,
16 they were not required to use a personal cell phone. Plaintiff also considered risks associated with
17 this claim, such as the need to rely on anecdotal evidence from Class Members and the potential
18 for individualized issues arising at the class certification stage. As such, Plaintiff applied a 50%
19 discount for an estimated settlement value of \$8,825.00 for this claim.

20 24. **Derivative Penalties**: Plaintiff alleged that as a result of Defendant's alleged failure
21 to pay all wages and meal and rest period premiums owed, Defendant owed waiting time penalties
22 and wage statement penalties. Defendant contended that Plaintiff's claim for further Labor Code §
23 226(e) penalties would depend in large part on their underlying meal period and wage claims and
24 thus be subject to the same defenses. Additionally, Defendant argued this claim has little or no
25 value. *See Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308, 1336-1337 (2018) (wage
26 statements that accurately report wages paid to employees do not violate Labor Code § 226, even
27 if it is later determined that employer did not properly pay all wages due). Defendant further
28 contends that Labor Code § 226(e) penalties are not automatic. Rather, the employee must show

(1) that he or she “suffered injury” from the employer’s failure to provide compliant wage statements, *see Elliot v. Spherion Pacific Work, LLC* (2008) 572 F.Supp.2d 1169, 1181 (applying California law) (holding employee was not entitled to penalties because no injury was shown), and (2) Defendant’s noncompliance was “knowing and intentional.” Finally, because the damages for this cause of action are penalties, the statute of limitations only runs from one year prior to the filing of the original complaint. *See* Cal. Civ. Pro. § 340. Moreover, Plaintiff could not recover these penalties if they failed to prove the underlying claims. Defendant also argued that, under Labor Code § 203, employers are only obligated to pay waiting-time penalties if they “willfully” fail to pay wages due and owing at the time of termination or resignation. Although Plaintiff’s Counsel calculated that potential exposure for the waiting time penalty claim was approximately \$1,015,752.00 (171 terminated employees during the relevant period x 30 days x average hourly rate per year x 8.4 hours per workday), and approximately \$646,000.00 for the wage statement penalty claim (based on \$50 for the first violations and \$100 for subsequent violations, with a \$4,000 employee maximum), Plaintiff attributed minimal value to these claims in terms of settlement value. Therefore, for settlement purposes, Plaintiff applied a 90% discount to the waiting time penalties and the wage statement claim, for an adjusted estimated value of \$101,575.20 for waiting time penalties, and an adjusted settlement value of \$64,600.00 for the wage statement claim.

25. **PAGA Penalties:** The maximum exposure for PAGA penalties was calculated at approximately \$656,300.00 (6,563 PAGA Pay Periods x \$100). The strength of the PAGA claim would be impacted by the factors discussed above for the non-PAGA claims. Based on recent PAGA decisions, even if Plaintiff was successful on this claim through trial, the Court would likely exercise its discretion under PAGA and significantly reduce the penalties and would also not impose PAGA penalties on top of Cal. Labor Code § 226 and 203 penalties. Therefore, Class Counsel estimated any PAGA recovery would be substantially reduced and applied discounts in light of the countervailing arguments with regard to the other causes of action and the Court’s power to award “a lesser amount than the maximum civil liability.” Class Counsel applied a 90% discount to the PAGA claim, yielding an adjusted settlement value of approximately \$65,630.00.

1 Thus, the \$20,000 that the Parties allocated to PAGA Penalties is a reasonable settlement of that
2 claim. Of this amount, 35%, or \$7,000, will be distributed to Aggrieved Employees.

3 26. Unfair Business Practices: Plaintiff pleads this cause of action in order to
4 augment their other causes of action and aid in their prosecution. Business & Professions
5 Code § 17208 extends the statute of limitations on Plaintiff's wage claims, which qualify as
6 unfair business practices, to four years rather than the three years provided by statute

7 27. Using the above estimated figures, Plaintiff predicted that the realistic maximum
8 recovery for all claims, including penalties, would be \$672,119.60 in damages for the underlying
9 Labor Code violations + \$65,630.00 in PAGA penalties (total value of \$737,749.60). This means
10 that the Gross Settlement Amount of \$350,000.00 settlement figure represents **47%** of overall
11 estimated maximum recovery ($\$350,000.00 / \$737,749.60$) and approximately **52%** of the
12 estimated maximum recovery of the underlying Labor Code claims ($\$350,000.00 / \$672,119.60$).
13 Considering the risk and uncertainty of prevailing at class certification and at trial, this is an
14 excellent result for the Class². Indeed, because of the proposed Settlement, Class Members will
15 receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

16 28. In the Court's December 31, 2025, Tentative Ruling, the Court instructed Plaintiff
17 to provide a declaration from the Plaintiff's expert – Jarrett Gorlick of Berger Consulting Group,
18 explaining what data was used and how he arrived at the figures relied upon by Plaintiff's Counsel
19 to estimate the settlement value of the case. See generally the Declaration of Jarrett Gorlick, which
20 provides information about the data that was used by Berger Consulting Group for the mediation
21 damages analysis, attached hereto as **Exhibit 4**. It is not possible to recreate the expert's damage
22 calculations using a simplified formula and averages because Plaintiff's expert calculated the
23 estimated damages and penalties for each claim using all the data produced in advance of the
24 mediation. This includes time punch data and payroll data for approximately 15% of the Class
25

26 ² See, e.g., *Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.* (E.D. Cal. Aug. 21, 2019) 2019 WL 3943859 at *8
27 (granting preliminary approval where the proposed allocation to settle class claims was between 9.53 percent of
28 Plaintiffs' maximum recovery); *Bravo v. Gale Triangle, Inc.* (C.D. Cal. Feb 16, 2017) 2017 WL 708766 at * 10
(finding that "a settlement for fourteen percent recovery of Plaintiffs' maximum recovery is reasonable"); In re
Omnivision Techs., Inc. (N.D. Cal. 2008) 559 F.Supp.2d 1036, 1042 (approving settlement amount that "is just over
9% of the maximum potential recovery asserted by either party.").

1 which was then extrapolated to the estimated class size at the time of mediation.

2 **Plaintiff's Counsel's Qualifications**

3 29. Plaintiff is represented by D.Law, Inc. The attorneys at D.Law, Inc. performed
4 significant work and expended litigation costs in prosecuting this matter with no guarantee of
5 payment.

6 30. D.Law (formerly known as Davtayan Law Firm) prosecutes wage and hour cases,
7 including class actions and PAGA actions on behalf of employees and others who have had their
8 rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs'
9 counsel of record in numerous wage and hour and employment class action and PAGA action cases
10 pending in both state and federal court.

11 31. D.Law is well-qualified and has ample experience, knowledge, and resources to act
12 as counsel and represent Plaintiff and the putative Class and Aggrieved Employees in this action.
13 Our practice is exclusively focused on employment matters and representing Plaintiff in wage and
14 hour actions with the same or similar causes of actions brought forth in the matter pending before
15 this Court.

16 32. D.Law has litigated and successfully resolved many wage and hour class action
17 cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. *De*
18 *La Rosa v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787),
19 *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior Court of
20 California in Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of
21 California in Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in
22 Fresno, 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-
23 cv-01084-L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los
24 Angeles, BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles,
25 BC 632 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara,
26 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in
27 Los Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior Court
28 of California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.* (Superior Court

of California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v. Victor Valley Global et al.* (Superior Court of California in San Bernardino, CIVDS1709289), *Puerta-Gildardo v. Real Time Staffing Services LLC et. al.* (Superior Court of California in Los Angeles, BC565445), *Vargo v. Pregis Innovative Packaging LLC* (Superior Court of California in Tulare, 270836), *Conlin v. Aegis Senior Communities LLC* (Northern District of California, 17-cv-05534-LHK), *Galarza v. Kloeckner Metals Corporation* (Central District of California, 2:17-cv-04910-FMO), *Estes v. L3 Technologies, Inc. et al.* (Southern District of California, 3:17-cv-02356-H-JMA), *Rowser v. Trunk Club, Inc.* (Central District of California, 2:17-cv-05064-DSF-RAO), *Leach v. The Claremont Colleges, Inc.* (Superior Court of California in Los Angeles, BC686451), *Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets* (Superior Court of California, County of Contra Costa MSC18-02404), *Terry v. TF Louderback, Inc. dba Bay Area Beverage Company* (Superior Court of the State of California, County of Contra Costa, MSC18-00859), *Roach v. Westcare California, Inc.* (Superior Court of California in Kern County, BCV-17-102367-SDS), *Patton v. Church & Dwight Co., Inc.* (Central District of California, EDCV 18-903-MWF (KKx)), *Juarez v. ISL Employees, Inc.* (Superior Court of California in Madera, MCV074787), *Ferraro v. USC Verdugo Hill s Hospital, et al.* (Superior Court of California in Los Angeles, 18STCV09463), *Ford v. Account Control Technology, Inc., et al.* (Superior Court of California in Los Angeles, 19STCV09369), *Ornelas v. iStorage, et al.* (Superior Court of California in San Francisco, CGC-18-571421), *Martinez v. Ronpak, Inc.* (Superior Court of California in Riverside, RIC1901307), *Barrera et al. v. Exclusive Wireless, Inc.* (Superior Court of California in Stanislaus, 9000687), *Barajas v. Mancha Development Company LLC* (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), *Prado v. IMAX Corporation dba IMAC Worldwide Home* (Superior Court of California in San Bernardino, CIVDS1820265), *Rodriguez v. ND Industries, Inc.* (Superior Court of California in Los Angeles, 19STCV38096), *Singletary v. Motel 6 Operating LP, et al.* (Southern District of California, 3:20-cv-0270-LAB-AHG), *Quizon v. CF Watsonville East, LLC, et al.* (Superior Court of California in Santa Cruz, 20CV01868), *Stephenson v. Bakersfield Dodge, Inc.* (Superior Court of California in Kern, BCV-20-102693), *Bacerra v. Hugo Boss Retail, Inc.* (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL),

1 *Walker v. Ariat International, Inc.* (Superior Court of California in Alameda, HG19026439), *Orr*
2 *v. Petvet Care Centers (California) Inc.* (Superior Court of California in Santa Clara,
3 19CV354063), *Jimenez v. OEC Distribution Services, Inc.* (Superior Court of California in San
4 Bernardino, CIVDS1915743), *Virdi v. Absolute Security International* (Superior Court of
5 California in San Bernardino, CIVDS 1909589), *Raj v. First Transit, Inc* (Superior Court of
6 California in Sacramento, 34-2021-00295895-CU-OE-GDS), *Marchbanks v. Torrid*
7 *Administration, Inc.* (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC),
8 among others.

9 33. Senior Counsel Alvin B. Lindsay graduated from the United States Military
10 Academy at West Point and then served as an Army Officer for 10 years in the Corps of Engineers.
11 He then earned his Juris Doctorate from Whittier Law School and has been practicing in California
12 for over twenty years. Since 2010, he has exclusively focused his practice on representing
13 employees including in wage-and-hour class and PAGA actions. During his career, he has
14 represented employees in many wage-and-hour class and PAGA action lawsuits as lead or co-lead
15 counsel (including in the Central, Southern, Eastern, and Northern Districts of California), and has
16 been successful in getting many contested class action cases certified and has secured class and
17 PAGA settlements for many millions of dollars against a range of defendants, including Fortune
18 500 companies. He is experienced and qualified to evaluate the representative claims, to evaluate
19 settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses.
20 Throughout the course of this litigation, attorney Alvin B. Lindsay estimates he has spent at least
21 21.6 hours litigating this matter. Accordingly, Mr. Lindsay's lodestar in this matter is \$54,996.20
22 ($32.6 \times \$1,687.00 = \$54,996.20$). If Mr. Lindsay were to charge a rate for this type of work by the
23 hour, given his experience and the focus of his practice, his current hourly rate would be \$1,687.00
24 per hour. A \$1,687.00 rate is warranted based on Mr. Lindsay's years of experience in a highly
25 specialized area of law and is within the range suggested by the Laffey Matrix.

26 34. Senior Counsel Enoch J. Kim was admitted to the California Bar in December 2008.
27 He received his J.D. from Pepperdine University School of Law and B.S. from University of
28 Southern California. Since graduating from law school, he has dedicated virtually his entire career

1 on the practice of employment law. He has practiced employment law from the plaintiff's side,
2 defense side, and from an in-house position. Mr. Kim has significant experience specifically
3 working on wage and hour class and PAGA actions from the plaintiff's side as well as the defense
4 side, with the majority of his experience coming from the plaintiff's side. Consistent with hourly
5 billing rates for attorneys with his experience, Mr. Kim's hourly billing rate is \$1,350.00 per hour.
6 Throughout the course of this litigation, Mr. Kim estimates he has spent 7.7 hours litigating this
7 matter to date. Accordingly, Mr. Kim's lodestar in this matter is \$10,395.00 ($7.7 \times \$1,350.00 =$
8 \$10,395.00).

9 35. I am a Senior Associate Attorney at D.Law. I graduated from California Western
10 School of Law in 2008 and was admitted to practice law in California that same year. I have been
11 exclusively litigating wage and hour class action and PAGA representative cases since 2008. I am
12 admitted to practice before all U.S. District Courts in California, the Fourth District Court of
13 Appeal, and the U.S. Court of Appeals for the Ninth Circuit. I am also admitted to practice law in
14 the State of Washington. I have extensive experience litigating complex class action and PAGA
15 representative action cases. Consistent with hourly billing rates for attorneys with my experience,
16 my hourly billing rate is \$1,227.00 per hour. I estimate that I've spent approximately 7.8 hours on
17 this case to date, excluding time I will spend drafting the motion for final approval and appearing
18 for the final approval hearing, which I estimated will be an additional 10 hours. Accordingly, my
19 lodestar in this matter to date is \$9,570.60.00 ($7.81 \times \$1,227.00 = \$9,570.60$).

20 36. Associate Attorney Jean Hopkins Power received her Bachelor of Bachelor of
21 Business Administration in Accounting from Texas Tech University in 1986. She then earned her
22 Juris Doctorate from Texas Tech School of Law in 1989. Since passing the California bar in 2019,
23 for the last five years, she has exclusively focused her practice on representing parties in
24 employment law matters, including in wage-and-hour class actions and PAGA actions. Ms. Power
25 is licensed and admitted to practice before all courts in the State of California and the United States
26 District Courts for the Central, Southern, Eastern and Northern Districts of California. Throughout
27 the course of this litigation, attorney Jean Hopkins Power estimates she has spent at least 13.9
28 hours litigating this matter to date. Accordingly, Ms. Power's unadjusted lodestar in this matter is

1 \$17,555.70 ($59.5 \times \$1,263.00 = \$17,555.70$). If Ms. Power were to charge a rate for this type of
2 work by the hour, given her experience and the focus of her practice, her current hourly rate would
3 be \$1,263.00 per hour. A \$1,263.00 rate is warranted based on Ms. Power's years of experience in
4 a highly specialized area of law and is in line with the Laffey Matrix.

5 37. Associate Attorney Antonia Bliznets received her bachelor's degree from the
6 University of California, Davis in 2020, and her Juris Doctorate degree from Southwestern Law
7 School, accelerated SCALE program, in 2021. Since starting her professional career, she has
8 focused on plaintiff's side employment law and has been appointed as class and PAGA counsel in
9 other wage and hour settlements in California state court. Throughout the course of this litigation,
10 Ms. Bliznets estimates she has spent at least 25.4 hours litigating this matter. Accordingly, Ms.
11 Bliznets' lodestar in this matter is \$292.50 ($0.5 \times \$585.00 = \$292.50$). If Ms. Bliznets were to
12 charge a rate for this type of work by the hour, given her experience and the focus of her practice,
13 her current hourly rate would be \$585.00. A \$585.00 rate is warranted based on Ms. Bliznets'
14 experience in a highly specialized area of law and is in line with the Laffey Matrix.

15 38. Associate Attorney Emma Geesaman received her Bachelor of Arts in political
16 science from Boston University in 2019. She then earned her Juris Doctorate from Case Western
17 Reserve University Law School in May of 2023. Upon graduating from law school, she has
18 exclusively focused my practice on representing employees including in wage-and-hour class
19 actions. Throughout the course of this litigation, attorney Emma Geesaman estimates she has spent
20 at least 0.5 hours litigating this matter to date. Accordingly, Ms. Geesaman's unadjusted lodestar
21 in this matter is \$305.00 ($0.5 \times \$610.00 = \$305.00$). If Ms. Geesaman were to charge a rate for this
22 type of work by the hour, given her experience and the focus of her practice, her current hourly
23 rate would be \$610.00 per hour. A \$610.00 rate is warranted based on Ms. Geesaman's years of
24 experience in a highly specialized area of law and is in line with the Laffey Matrix.

25 39. The collective experience of the D.Law attorneys in litigating employment wage
26 and hour matters has been integral in identifying legal issues, evaluating the strengths and
27 weaknesses of a case, and generally negotiating fair and reasonable class and representative action
28 settlements. Practice in the narrow field of wage and hour litigation requires skill and knowledge

1 concerning the constantly evolving substantive law (state and federal), as well as the procedural
2 law of class and representative action litigation. In this action, the attorneys at D.Law are fully
3 equipped to use the skills and knowledge developed over decades of prosecuting and defending
4 wage and hour class actions to fairly and adequately represent the interests of the Class Members
5 and aggrieved employees. Therefore, based on our resources, experience, and knowledge, the
6 attorneys at D.Law are well-qualified to act as class counsel and represent the Plaintiff and the
7 putative Class Members and aggrieved employees in this action.

8 40. We understand the responsibilities owed as counsel to the Settlement Class
9 Members and aggrieved employees we represent. The attorneys at D.Law thoroughly
10 investigated the claims asserted in this action and have remained committed to dedicating the
11 resources necessary to represent the Settlement Class and vigorously pursue their claims. Based
12 upon my experience and understanding of the claims and defenses in this action, I believe the
13 settlement is fair, adequate, and reasonable for the Class Members and aggrieved employees
14 and all involved, and that the Settlement is well within the range of reasonableness that would
15 permit it to be finally approved. I am not aware of any conflict of interest with Plaintiff or any
16 other Class Member that would interfere with the duties as Class Counsel.

17 41. Therefore, D.Law has collectively incurred to date 87.9 hours and 35.3 hours of
18 litigation support, for a total of 123.2 hours and **\$120,117.30** in fees to date. Counsel will incur
19 additional hours preparing the Plaintiff's Motion for Final Approval and attending the Final
20 Approval hearing. Attached hereto as **Exhibit 5** is D.Law's itemized hours to date. Counsel has
21 approximately **\$17,780.44** in litigation costs to date, including future costs for filing the Motion
22 for Final Approval, the administrator declaration re: final distribution, and the notice of entry
23 of final order and judgment. Counsel will file a detailed and updated statement of their lodestar
24 and itemized costs at the time of Final Approval. Attached hereto as **Exhibit 6** is D.Law's
25 itemized litigation costs to date.

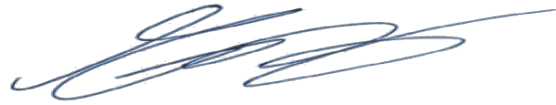
26 42. Plaintiff's Counsel's rates are consistent with surveys relied on by other courts.
27 (*Martinez v. Helzberg's Diamond Shops* (C.D. Cal., Sept. 24, 2021, No.
28 EDCV201085PSGSHKX) 2021 WL 9181893, at *10 [relying on "The Real Rate Report"];

1 *Gutierrez v. Chopard USA Ltd.* (2022) 82 Cal.App.5th 383, 387 [Unruh Act case affirming
2 award based on Laffey Matrix, available at <http://www.laffeymatrix.com/see.html>].)

3 43. On the same date as the filing of this Amended Motion, Plaintiff submitted the
4 Amended Motion and the supporting declaration to the LWDA. Attached hereto as **Exhibit 8**
5 is the confirmation of submission to the LWDA.

6 I declare under penalty of perjury under the laws of the State of California and the United
7 States of America that the foregoing is true and correct.

8 Executed on August 3, 2026, at San Diego, California.

9
10 

11 _____
Marta Manus

EXHIBIT 1

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Attorneys for Defendant Central California Blood Center

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

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

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

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

76. Notice to Class Members.

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

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

76.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class 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

1 103. Execution in Counterparts. This Agreement may be executed in one or more
2 counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this
3 Agreement shall be accepted as an original. All executed counterparts and each of them will be
4 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.

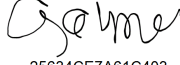
27 ///

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)

emil@d.law

DAVID YEREMIAN (SBN 226337)

d.yeremian@d.law

ALVIN B. LINDSAY (220236)

a.lindsay@d.law

ENOCH KIM (SBN 261146)

e.kim@d.law

ANTONIA MCKEE (344511)

450 N. Brand Blvd., Suite 840

Glendale, CA 91203

SAGASER, WATKINS & WIELAND PC

PAUL J. BAUER (SBN 202752)

paul@sw2law.com

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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d.yeremian@d.law ALVIN B. LINDSAY a.lindsay@d.law ENOCH KIM e.kim@d.law ANTONIA MCKEE a.bliznets@d.law 450 N. Brand Blvd., Suite 840 Glendale, CA 91203	
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EXHIBIT 2

Subject: Thank you for your Proposed Settlement Submission

Date: Monday, November 17, 2025 at 4:22:36 PM Pacific Standard Time

From: no-reply@formassembly.com

To: Evelyn Goode Frickert

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

11/17/2025 04:21:51 PM

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

Item submitted: Proposed Settlement

On 11/17/2025 04:21:51 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1036097-24

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

June 24, 2024

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128>

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL TO:

(by certified mail to Central California Blood Center and Christopher Staub as follows)

Central California Blood Center
4343 W. Herndon Avenue
Fresno, CA 93722
Certified Mail Tracking Number: 9414 8112 0620 4712 3775 35

Christopher Staub
Agent for Service of Process for Central California Blood Center
4343 W. Herndon Avenue
Fresno, CA 93722
Certified Mail Tracking Number: 9414 8112 0620 4712 3990 70

**Re: Labor Code § 2698, *et seq.* Penalties - PAGA Notice Letter to LWDA
Gloria A. Amescua v. Central California Blood Center
Superior Court for the County of Fresno**

Gentlepersons:

This office represents Plaintiff Gloria A. Amescua (“Plaintiff”) and other similarly aggrieved employees employed as non-exempt, hourly phlebotomists, clerical workers, nurses, and in similar and related positions at Defendants’ facilities and donation locations in California during the relevant period (collectively “Aggrieved Employees”) for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants Central California Blood Center; and Does 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).



Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with Plaintiff's Class Action Complaint, which is attached to this Notice letter. The Complaint is being filed concurrently in Fresno County Superior Court, and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff's class-wide claims and representative claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff brings this action on behalf of herself and all current and former Employees within the State of California who, at any time four years prior to the filing of this lawsuit, are or were employed as non-exempt, hourly employees by Defendants CENTRAL CALIFORNIA BLOOD CENTER ("CCBC"), a California corporation and DOES 1 through 50 (all defendants being collectively referred to herein as "Defendants"). Plaintiff alleges that Defendants violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and California Business & Professions Code, and seeks redress for these violations.

Plaintiff worked as a phlebotomist at Defendants' facilities and locations in California. Defendants employed other similarly situated Aggrieved Employees as phlebotomists, clerical workers, nurses, and in similar and related positions in connection with blood donation services they provided to Defendants' customers throughout California. Plaintiff and the other similarly situated Aggrieved Employees worked at Defendants' behest without being paid all wages due and without being provided all required breaks. More specifically, Plaintiff and the other similarly situated Aggrieved Employees were employed by Defendants and shared similar job duties and responsibilities, were subjected to the same policies and practices, and endured similar violations at the hands of Defendants as the other Employees who served in similar and related positions.

Defendants required Plaintiff and the other Aggrieved Employees to work off the clock and failed to record accurate time worked by these Employees, failed to pay them at the appropriate rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and provided Plaintiff and the Aggrieved Employees with inaccurate wage statements that prevented them from learning of these unlawful pay practices. Defendants also failed to provide Aggrieved Employees with lawful meal and rest periods, as Employees were required to remain under Defendants' control and were not provided with the opportunity to take full uninterrupted, timely, and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.



Defendant CCBC is a California corporation which lists its principal address with the California Secretary of State in Fresno, California. Defendant CCBC is listed as the employer on the wage statements issued to Plaintiff by Defendants, and upon information and belief to other Aggrieved Employees, with the same Gardena address. Upon information and belief, CCBC operates various facilities, including the Fresno facility where Plaintiff worked. On information and belief, Defendants maintain operations and locations throughout Fresno County and California. CCBC's website explains that: "Today, the Central California Blood Center (CCBC) remains the leading source of blood products for the Valley's providers. Serving a population base of over 1.9 million people, the CCBC must collect between 5,000 and 6,000 pints of blood must be collected each month to meet the Central Valley's needs...We provide 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."

Plaintiff and the Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates, including for meal period and rest break premium payments. Plaintiff also contends that Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due and owing, including by miscalculating wages owed and by requiring off the clock work, failed to provide meal and rest breaks, and failed to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

During the course of Plaintiff and the Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all their overtime hours worked, or were not paid at the correct rates. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees as retail and customer-related workers based out of Defendants' facilities in California.

Plaintiff was employed by Defendant as a phlebotomist, with duties that included drawing blood, collecting money, and making appointments with donors. Plaintiff generally worked over 40 hours per week, five to six shifts per week. Plaintiff's scheduled hours were generally from 8:00 a.m. through 5:00 p.m. or longer.

Despite their obligation to maintain accurate timekeeping records for hours worked by the Aggrieved Employees, Defendants paid employees by their scheduled hours or the desired number of hours rather than their actual hours worked. During this time, meal periods were deducted from Employees' shifts without any record indicating the Aggrieved Employees actually received them. At all times during Plaintiff's employment, Defendants failed to accurately record Employees actual time worked, rounded down and shaved total hours worked to the detriment of Employees, and automatically deducted meal periods from Employees shifts.



The failure to maintain accurate timekeeping and payroll records perpetrated by Defendants has also been exacerbated by other off the clock work Defendants required their Employees to endure. In order to complete their duties, Employees were compelled to arrive at Defendants' facilities sufficiently before their scheduled shift start time. Upon arrival, Employees were expected to immediately begin performing quality control on the machines and other tasks in preparation for the workday. Employees were provided badges to scan their entry into the building which was otherwise locked. Employees were also required to complete off the clock work during their purported meal periods. Employees were not permitted to leave the facility at any time and were required to remain on standby to attend to donor and customer needs. Thus, Employees had to rush through their meals and resume working if a donor arrived. Plaintiff and the Aggrieved Employees were also required to work or otherwise remain under Defendants' control after their shift end times, including on site and through after-hours work-related communications and other work requirements.

Defendants did this, upon information and belief, in connection with other Employees in a concerted effort to limit and restrict regular and overtime incurred by Plaintiff and the other Aggrieved Employees. Time worked off the clock also caused Plaintiff and other Aggrieved Employees to work beyond eight hours. As a result of the above-described rounding and other off the clock work, Defendants failed to pay Plaintiff and Aggrieved Employees overtime for several minutes to hours at the end of work shifts which Defendants did not record in timekeeping.

Plaintiff was therefore not paid for all her hours worked at the required minimum, overtime and double time wage rates due to Defendants' policy and practice of requiring her to work off the clock and without pay. With work shifts generally scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiff and the Aggrieved Employees working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Defendants thus systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and work policies which Defendants required them to follow and endured similar violations at Defendants' hands as Plaintiff.

Defendants have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off the clock work Defendants' required and the actual hours Plaintiff worked, or have otherwise declined to produce them to Plaintiff in response to a timely and lawful request. By failing to pay for all hours worked, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code §§ 226 and 1174.

As a result of the above-described unlawful requirements to work off the clock, the failure to accurately record all hours worked and unlawful rounding, and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all



wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and Aggrieved Employees incurred overtime hours worked for which they were not adequately and completely compensated, in addition to the hours they were required to work off the clock at their regular rates.

The failure to pay for all hours worked and underpayment of wages to Plaintiff and the Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which upon information and belief applied uniformly to the Aggrieved Employees working at Defendants' locations and facilities. As a result of the above-described unlawful requirements to work off the clock and regular rate miscalculation, the failure to accurately record all hours worked and pay wages at the correct rates, and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week.

Therefore, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Also, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants paid Plaintiff and the Aggrieved Employees bonuses and shift differentials and other forms of remuneration above and beyond their hourly pay, upon information and belief Defendants miscalculated and therefore underpaid any overtime they paid during these pay periods by failing to include all forms of remuneration in the regular rate used to calculate and pay overtime.

Defendants also failed to provide Plaintiff and the Aggrieved Employees with their required meal periods, cool down periods, and the at least two ten-minute rest breaks required for scheduled shifts of eight hours. Demanding workloads contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to authorize and permit Plaintiff and the Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

More specifically, Plaintiff worked shifts that entitled her to at least one meal period, but Defendants' supervisor required Plaintiff and the Aggrieved Employees to prioritize attending to donor and customer needs over taking proper meal periods. In fact, Defendants made no effort to even schedule or otherwise account for time for Plaintiff and the Aggrieved Employees to use for duty-free, net thirty minute meal periods. Employees were required to remain at the facility. During the majority of Plaintiff's employment, Defendants failed to record any meal periods and



automatically deducted at least thirty minutes from Employees' time worked, regardless of whether Employees actually received their meal periods in full. To the extent Defendants required Plaintiff to work over ten hours on a work shift, Defendants also failed to provide second meal periods and Defendants have produced no evidence of payments for meal period violations under Labor Code 226.7. To the extent Defendants have paid any such premiums, upon information and belief they failed to include all forms of remuneration, including wage differentials, in the regular rate at which Defendants paid the premium. Plaintiff has no recollection of agreeing to waive any of her meal periods.

Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five hours during a shift without receiving compliant meal periods. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work and rounding and time shaving in a manner that would impact when Employees were to receive meal periods and rest breaks, and required them to respond to work calls and inquiries and other demands during breaks, thus leading to further violations.

Upon information and belief, Defendants' systems did not automatically generate a meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours into a work shift or in the event the time punch records reflected a meal period of less than thirty minutes. However, upon information and belief, in the event Defendants did pay any meal period premiums, they did so at the employee's customary regular rate of hourly compensation without including all forms of remuneration in that hourly rate calculation, for example by omitting wage differentials and the like from the rate at which meal premiums were paid.

As a result, Defendants' failure to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Therefore, for at least four years prior to the filing of this action and through to the present, Plaintiff and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks as required under the Labor Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.

Similar violations resulted from Defendants' failure to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Aggrieved Employees were either not authorized permitted the opportunity to take a rest break, or were required to remain under Defendants' control and respond to instructions from management and job and customer demands if and when they even attempted to take one. Upon information and belief,



Defendants also failed to authorize and permit employees to leave the premises during rest breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Aggrieved Employees to remain under their control during required off-duty rest break times.

Defendants thus failed to authorize and permit duty-free ten minute rest breaks as required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even schedule or otherwise account for time for Plaintiff and the Aggrieved Employees to use for duty-free, net ten minute rest breaks. This common and unlawful policy uniformly applied to the Employees during the relevant period, meaning Defendants' rest break policy was not to schedule or otherwise authorize and permit them. Plaintiff and the Aggrieved Employees worked eight to twelve hours on an average shift, and were required to receive at least two rest breaks or three rest breaks on shifts over ten hours. Given the work demands, understaffing, and pressure from Defendants' management, Plaintiff and the Aggrieved Employees were compelled to not take rest breaks despite working extended shifts. Defendants have produced no evidence of any payments for rest break violations under Labor Code § 226.7. To the extent Defendants have paid any such premiums, upon information and belief they failed to include all forms of remuneration, including bonuses and shift differentials, in the regular rate at which Defendants paid the premium.

Defendants' uniformly applied policies and practices thus resulted in untimely and shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Aggrieved Employees worked shifts of at least eight hours, which required at least two rest breaks, and often worked shifts over ten hours, which required at least three rest breaks. Even on the occasions when Defendants authorized and permitted Plaintiff to take a first rest break, she was not permitted to take a second or a third break, and those that were provided were often late and generally interrupted by job duties and requirements. Employees were not permitted to take any cooldown periods.

During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks and remaining under Defendants' control. Defendants have also provided either impermissibly shortened or untimely meal and rest breaks to Plaintiff and the Aggrieved Employees. Plaintiff and the Aggrieved Employees were thus not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also prevented from leaving the premises and otherwise remain under Defendants' control during rest breaks under Defendants' uniformly applied policies and practices.

Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by requiring off the clock work during breaks and before and after work shifts and by miscalculating the regular rate and accordingly underpaying overtime wages and meal and rest break premiums. By not compensating



Employees for all hours worked at the correct rates, Defendants unlawfully deducted wages earned by and owed to Plaintiff and the Aggrieved Employees, in violation of Labor Code § 221.

Defendants also violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the similarly aggrieved Employees. Labor Code § 246 provides that an Employee who “works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.” Paid sick time for nonexempt employees shall be calculated in the same manner as the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and earned sick days paid at the correct rate of pay, in violation of Labor Code § 246. Additionally and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave paid at the correct rates as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: “If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.” Plaintiff accordingly seek this relief available for Defendants’ failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Upon information and belief, Defendants also failed to provide Employees such as Plaintiff at the time of her employment and thereafter with written notice complying with all the requirements of Labor Code § 2810.5, which provides that: “At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing” specific required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to provide Plaintiff and the Aggrieved Employees certain specific information upon hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with any such information when she was hired, or have failed to produce it, and upon information and belief Defendants committed similar violations in connection with other Aggrieved Employees.

Defendants have also failed to provide Aggrieved Employees with wage statements, as required by California wage-and-hour laws. As noted above, Defendants did not consistently provide wage statements to Employees. Some pay periods, Plaintiff was paid in cash with no wage statement provided. On other occasions, she would be provided a check along with a wage statement but the wage statement’s data was not reflective of Plaintiff’s actual pay rate or hours worked. On information and belief, other Aggrieved Employees were also paid in similar fashion.



Moreover, Defendants have also consistently failed to provide Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off the clock work, failure to pay all overtime and double time wages owed and failure to pay them at the appropriate premium rates, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest break premium wages and by the systematic and unlawful deductions Defendants took from Employee wages. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Aggrieved Employees, during the liability period, including because they did not calculate the regular rate of pay correctly when paying overtime or meal period premiums and because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts and meal periods. Defendants also failed to accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff and the Aggrieved Employees, including by failing to pay all overtime hours at the correctly calculated overtime premium rate.

Defendants also provided Plaintiff and the Aggrieved Employees with wage statements that failed to accurately report all hours worked and applicable hourly rates for all hours worked. For the same reasons as explained above, Plaintiff and the Aggrieved Employees were provided with unlawful wage statements that failed to reflect all hours worked and failed to pay for all overtime hours or failed to pay overtime wages at the correct overtime premium rate, and Defendants miscalculated meal and rest break premiums, and sick time if and when they did pay them. Defendants followed this unlawful policy and practice even though both Plaintiff and Defendants were aware that Plaintiff and the Aggrieved Employees worked more total hours than were reflected on the wage statements, including overtime hours, and were underpaid by regular rate miscalculation. Plaintiff and the Aggrieved Employees were unable to discern from their wage statements alone the actual hours they worked in total during a pay period and the rates they were paid for those hours worked.

Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiff and the Aggrieved Employees, along with the appropriate applicable rates, among others requirements. Plaintiff and Aggrieved Employees are therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked.

Defendants also required Plaintiff and the Aggrieved Employees to work hours off the clock for which they were not compensated. They were required to endure off the clock work addressed above during interrupted or otherwise on-duty meal and rest periods and were not provided with



sick pay and supplemental sick leave and were subjected to systematic off the clock work. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a work day or failed to pay it at the correct rate, as addressed above. Therefore, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws.

Additionally, Defendants have regularly required Plaintiff and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding to calls from management. Plaintiff and the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802, and Defendants systematically failed to do so.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

Defendants failed to pay Employees the minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants’ control during breaks and due to the work demands placed upon them by Defendants’ management and due to unlawful rounding. Defendants, and each of them, have also intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, or required Employees to do so, and imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Aggrieved Employees, including by requiring systematic off the clock work. Defendants’ uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.

In light of the foregoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double



minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours, including Plaintiff's, or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement.

Defendants have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties or remain under Defendant's control. When considered in combination with the unlawful rounding to their detriment, Aggrieved Employees were not properly compensated, nor were they paid overtime rates or the correct overtime rate (addressed above) for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on information and belief, Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other Aggrieved Employees to work through meal periods when they



were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the foregoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code § 226.7 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods due to the work demands placed upon them by Defendants' management, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks due to Defendants' policies and practices.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).



Rest-Break and Recovery Period Liability and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants generally failed to authorize and permit any rest breaks, or provided rest periods untimely or for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond job requirements or simply failed to authorize and permit them at all.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks or recovery periods were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest break not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each rest break and recovery period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unlawfully Collecting or Receiving Wages in Violation of Labor Code § 221

Labor Code § 221 provides, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." As discussed above, Defendants have consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off the clock work and unlawful rounding and overtime miscalculation. By not compensating Employees for all hours worked, Defendant unlawfully deducted wages earned by and owed to Aggrieved Employees, in violation of Labor Code § 221.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558. Under the PAGA, and following exhaustion of the notice period, Plaintiff seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).



Failure to Issue Accurate Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal, rest, and recovery periods, and unlawfully received or collected wages, as discussed above, and failed to list accurate rates of pay due to miscalculations of overtime and premium pay. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.



Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods and by rounding. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by unlawful rounding and off the clock work, by not providing proper meal, rest and recovery periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to para. 20 of applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the



applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the foregoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave

Defendants violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the Aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246. Defendants have also failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty."

Plaintiff accordingly seeks this relief available for Defendants' failure to provide Aggrieved Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).



Failure to Provide Information Upon Hiring Pursuant to Labor Code § 2810.5:

Labor Code § 2810.5 provides that: “At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing” specific required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Under the PAGA, and following exhaustion of the notice period, Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2810.5, 1198, and 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802

Defendants required Plaintiff and the Aggrieved Employees to pay for necessary work-related expenses they incurred. These included the cell phone-related expenses Plaintiff incurred in responding to calls from management. Defendants thus uniformly failed to reimburse those lawful and necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees.

Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants’ conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 et seq.

Plaintiff’s PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and 2698 et seq., including as follows:



(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Meal, Rest and Recovery Period Claims: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest and recovery periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5,



and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(g) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code §§ 2810.5, and any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Central California Blood Center and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,
D.LAW, INC.

A handwritten signature in black ink, appearing to read 'Alvin B. Lindsay', written over a horizontal line.

Alvin B. Lindsay

a.lindsay@d.law

Jean Hopkins Power

j.power@d.law

Cc: Central California Blood Center and Christopher Staub by Certified Mail

EXHIBIT 4

D.LAW, INC.

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Attorneys for Plaintiff Gloria A. Amescua,

on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

GLORIA A. AMESCUA, on behalf of herself
and all others similarly situated,

Plaintiffs,

v.

CENTRAL CALIFORNIA BLOOD CENTER,
a California corporation; and Does 1 to 50,
inclusive,

Defendants.

CLASS ACTION

Case No.: 24CECG02710

Assigned for All Purposes To:

Hon. Lisa M. Gamoian

**DECLARATION OF JARRETT
GORLICK IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Department: 403

Action filed: June 24, 2024

FAC filed: August 27, 2024

Trial: None Set

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I, Jarrett Gorlick, declare:

1. I am over the age of 18 and am not a party to this action. All the facts set forth in this declaration are within my personal knowledge, true and correct, and, if called upon to testify, I could and would competently and truthfully testify to the following:

2. I am a partner at Berger Consulting Group, LLC (“BCG”) and have provided data analysis and damage exposure for over 3,000 cases. I have reviewed and analyzed data provided in numerous formats for multiple business types, including but not limited to retail, hospitals, logistics, finance, hospitality, technology, and manufacturing. My curriculum vitae is attached hereto as **Exhibit 1**. BCG was founded in 2013 and has been hired to provide expert analysis for more than 8,000 cases. BCG provides data and statistical analysis based on timekeeping records and other types of employee data.

3. I obtained a Bachelor of Arts degree in Economics and Psychology from the University of California, Santa Barbara in 2013. I received the Outstanding Scholastic Achievement in Economics award for graduating with the highest GPA in the department, graduated with High Honors, and completed the College of Letters and Sciences Honors Program. I hold the Certified Financial Planner designation, which required coursework in financial and data analysis, as well as accounting.

4. I testified as an expert witness in the following:

1. *Rodriguez v. Dynamic Auto Images*, Orange County Superior Court Case No. 30-2019-01092692-CU-OE-CXC, Deposition 9/26/2022
2. *Cruz v. Talent Scale*, Riverside County Superior Court Case No. RIC1821842, Deposition 5/26/2022
3. *Liggins v. GMRI*, Los Angeles Superior Court Case No. BC717321, Deposition 3/31/2022
4. *Ortega v. Carson Wild Wings*, Los Angeles Superior Court Case No. BC677389, Deposition 1/6/2022
5. *Cruz v. Dignity Health*, Sacramento County Superior Court Case No. 34-2018-

- 00245506, Deposition 11/23/2021
6. *Larson v. Mark Twain Medical Center*, Calaveras County Superior Court Case No. 19CV44062, Deposition 11/18/2021
7. *Powell v. St Joseph's Medical Center*, San Joaquin County Superior Court Case No. STK-CV-UOE-2019-00111555, Deposition 11/4/2021
8. *Johnson v. Bakersfield*, Kern Superior Case No. BCV-19-102016, Deposition 10/25/2021
9. *Dawson v. GoHealth*, San Francisco Superior Case No. CGC-19-577790, Deposition 10/21/2021
10. *Torrez v. Del Taco*, Alameda Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 10/5/2021
11. *Ortega v. Carson Wild Wings*, Los Angeles Superior Case No. BC677389, Deposition 9/9/2021
12. *Haaverson v. Tavistock Freebirds*, Alameda Superior Court Case No. RG19030716, Trial 8/19/2021
13. *Escamilla v. Ono Hawaiian BBQ*, Los Angeles Superior Court Case No. BC651992, Deposition 8/16/2021
14. *Nash v. Horizon Freight Services*, Northern District Court Case No. 3:19-cv-01883-VC, Deposition 8/11/2021
15. *Harris v. Villa Del Rio*, Los Angeles Superior Court Case No. 19STCV28198, Deposition 6/18/2021
16. *Morgan v. Rohr*, Southern District Court Case No. 3:20-CV-00574-GPC-AHG, Deposition 5/24/2021
17. *Fortson v. COMPASS*, Alameda Superior Court Case No. RG16818319, Trial 5/17/2021
18. *Anderson v. Safe Streets*, Eastern District Case No. 2:18-CV-00323-KJM-GGH, Deposition 5/13/2021
19. *Christensen v. Carter's Retail*, Central District of California Case No. 8:20-cv-00776 JLS (KESx), Deposition 4/15/2021
20. *Fortson v. COMPASS*, Alameda Superior Court Case No. RG16818319, Deposition 3/26/2021

- 1 21. *Torrez v. Del Taco*, Alameda Superior Court Judicial Counsel Coordination
2 Proceeding No. 4904, Deposition 3/3/2021
- 3 22. *McCarty v. SMG*, Northern District of California Case No. 3:17-cv-06232-JD,
4 Deposition 2/4/2021
- 5 23. *Chaney v. Select Education Group*, Stanislaus Superior Court Case No. CV-19-
6 002224, Arbitration 12/4/2020
- 7 24. *Chaney v. Select Education Group*, Stanislaus Superior Court Case No. CV-19-
8 002224, Deposition 11/24/2020
- 9 25. *Zarate v. La Pizza Loca*, Los Angeles Superior Court Case No. BC642655,
10 Deposition 10/2/2020
- 11 26. *Cassiano Falero v. Southern California Pizza*, Orange County Superior Court
12 Judicial Counsel Coordination Proceeding No. 4725, Deposition 9/17/2020
- 13 27. *Hernandez v. Terminix International*, AAA Case No. 01-18-0000-4288,
14 Arbitration 9/8/2020
- 15 28. *Hernandez v. Terminix International*, AAA Case No. 01-18-0000-4288,
16 Deposition 8/12/2020
- 17 29. *Martinez v. AA Meat Products*, Los Angeles Superior Court Case No. BC650944,
18 Deposition 6/25/2020
- 19 30. *Shi v. J. Filippi Vintage Company*, San Bernardino Superior Court Case No.
20 CIVDS1806156, Trial 3/9/2020
- 21 31. *Rosales v. Staples Contract and Commercial*, Los Angeles Superior Court
22 Judicial Counsel Coordination Proceeding No. 4854, Deposition 2/4/2020
- 23 32. *Anderson v. Safe Streets*, AAA Case No. 01-18-0004-3136, Arbitration
24 11/19/2019
- 25 33. *Anderson v. Safe Streets*, AAA Case No. 01-18-0004-3136, Deposition
26 10/30/2019
- 27 34. *Kelly v. High Desert Support Services*, San Bernardino Superior Court Case No.
28 CIVDS1616463, Trial 10/1/2019
35. *Kelly v. High Desert Support Services*, San Bernardino Superior Court Case No.
CIVDS1616463, Deposition 9/9/2019

1 36. *Reed & Moore v. Aramark Uniform Services*, Alameda Superior Court Case No.
2 RG168322314, Deposition 8/9/2019

3 37. *Gamboa v. Nelson Miller*, Los Angeles Superior Court Case No. BC658201,
4 Deposition 4/2/2019

5 38. *Leyva v. SCPMG*, Los Angeles Superior Court Case No. BC621718, Deposition
6 7/26/2018

7 39. *Emard et al. v. Twin Cities Community Hospital*, AAA Case No. 01-17-0000-
8 1313, Arbitration 7/19/2018

9 40. *McConville v. Renzenberger*, Central District of California Western Division Case
10 No. 17-cv-02972-FMO-JC, Deposition 2/1/2018

11 41. *Galeano v. Royal Laundry*, San Mateo Superior Court Case No. CIV534888,
12 Deposition 10/12/2017

13 5. I was retained by Counsel for Plaintiff in the matter *Gloria Amescua v. Central*
14 *California Blood Center*, Fresno County Superior Court Case No. 24CECG02710, to assist in
15 evaluating the alleged wage and hour claims based upon putative class member data in
16 preparation for a mediation that occurred in May 2025.

17 ***Data Review and Analysis***

18 6. In preparation for mediation, Counsel for Plaintiff provided BCG with putative
19 class member data for an approximately 15% sample of the putative class of approximately 353
20 individuals, which is typical in my experience working on thousands of similar matters. This
21 sample consisted of employee timekeeping data that included dates, time entries in and out, and
22 paid hours, including more than 11,000 employee workdays, 2,600 employee workweeks, and
23 1,250 semi-monthly employee pay periods. This quantity of data, including nearly 40,000
24 individual time entries and more than 92,000 recorded hours, is typical in my experience over the
25 last nearly 10 years analyzing employee data for potential wage and hour exposure across
26 thousands of similar matters. BCG was also provided with employee payroll data, which
27 contained hours and amounts paid per employee pay period for more than 2,100 employee pay
28 periods, including more than 55 distinct types of earnings and corresponding hours. Both the
timekeeping data and payroll data, along with other information like the collective number of

1 workweeks, PAGA pay periods, and employee counts, were consolidated and compared,
2 allowing me to conduct a granular analysis of the putative class member data, including for
3 example, queries at the employee workday level regarding recorded meal break compliance and
4 the payment of wages including Overtime, as well as the potential penalties that could stem from
5 such alleged violations. This analysis explicated the disparate raw data into digestible results for
6 Counsel for Plaintiff, including key findings that relate to their various claims of labor code
7 violations. I was then able to estimate the potential exposure based on Plaintiff's allegations and
8 the data provided to BCG.

9 7. I may be asked to develop additional analyses, observations, and queries in
10 connection with any data Counsel for Plaintiff provide after the date this declaration is signed. At
11 that time, if appropriate, I will prepare a supplement to this declaration.

12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct this 10th day of April 2026 at Los Angeles, California.

14 

15 _____
16 Jarrett Gorlick
17
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24
25
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EXHIBIT 1



Jarrett Gorlick CFP®

(818) 903-8824

jarrett@bergerconsultinggroup.com

Professional Experience

Berger Consulting Group

2016-PRESENT

Partner

- Create quantitative models and conduct quantitative analyses to assist attorneys prepare for various stages of litigation on more than 3,000 wage and hour lawsuits since 2016
- Analyze data from various industries including retail, healthcare, logistics, finance, hospitality, technology, and manufacturing for both single plaintiff cases and classes with more than 40,000 employees
- Perform data conversion using multiple commercial Optical Character Recognition (OCR) software to transform small to large volumes of documents and image files into Excel or other data formats like Microsoft Access databases
- Recognize patterns within data and automate calculations in order to objectively extract results from datasets
- Produce detailed reports, write case analysis summaries explaining results, and provide expert testimony of my findings

LPL Financial

2013-2017

Operations Manager

- Analyzed revenue data and created models to segment client base by revenue, Asset Under Management (AUM), and growth potential, facilitating annual AUM growth
- Developed the processes of repeatable, systematic investment research, securities trading, cash and client account management
- Implemented robust financial software, advancing data analysis and enhancing client recommendations via comprehensive financial plans

UCSB Extension

2016-2018

Instructor of Investment Analysis and Strategic Business Development

- Designed course curricula and materials to facilitate business development and corporate finance education commensurate with the University of California
- Utilized group projects, exams, and both academic and professional experience-based learning to ensure students with varying levels of professional and academic experience attained valuable skills and knowledge

Professional Credentials

- CERTIFIED FINANCIAL PLANNER™

Education

UCSB

2013

Bachelor of Arts (Honors Program; Double Major; Cumulative GPA: 3.83)

- *Economics (Major GPA: 3.95), Psychology (Major GPA: 3.69)*
- *Honors: Outstanding Scholastic Achievement in Economics for highest GPA in department, High Honors in College of Letters and Sciences, Dean's Honors List (8 quarters), United States Bowling Congress Scholarship*

Additional

- *Computer Skills:* Excel/VBA/Pivot, Python/R, STATA/SPSS, SQL, Access, Omnipage PDF Converter, ABBYY FineReader, Adobe Acrobat Pro
- *Volunteer Work:* Support Partners In Education, Santa Barbara Community Environmental Council, Casa Esperanza homeless shelter, UCSB Alumni Association, various UCSB Research Colloquia

Testimony

Berger Consulting Group

1. Rodriguez v Dynamic Auto Images, Orange County Superior Court Case No. 30-2019-01092692-CU-OE-CXC, Deposition 9/26/2022
2. Cruz v Talent Scale, Riverside County Superior Court Case No. RIC1821842, Deposition 5/26/2022
3. Liggins v GMRI, Los Angeles County Superior Court Case No. BC717321, Deposition 3/31/2022
4. Ortega v Carson Wild Wings, Los Angeles County Superior Court Case No. BC677389, Deposition 1/6/2022
5. Cruz v Dignity Health, Sacramento County Superior Court Case No. 34-2018-00245506, Deposition 11/23/2021
6. Larson v Mark Twain Medical Center, Calaveras County Superior Court Case No. 19CV44062, Deposition 11/18/2021
7. Powell v St Joseph's Medical Center, San Joaquin County Superior Court Case No. STK-CV-UOE-2019-00111555, Deposition 11/4/2021
8. Johnson v Bakersfield Memorial Hospital, Kern County Superior Court Case No. BCV-19-102016, Deposition 10/25/2021
9. Dawson v GoHealth, San Francisco County Superior Court Case No. CGC-19-577790, Deposition 10/21/2021
10. Torrez v Del Taco, Alameda County Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 10/5/2021
11. Ortega v Carson Wild Wings, Los Angeles County Superior Court Case No. BC677389, Deposition 9/9/2021
12. Haaverson v Tavistock Freebirds, Alameda County Superior Court Case No. RG19030716, Trial 8/19/2021
13. Escamilla v Ono Hawaiian BBQ, Los Angeles County Superior Court Case No. BC651992, Deposition 8/16/2021
14. Nash v Horizon Freight Systems, United States Northern District of California Case No. 3:19-cv-01883-VC, Deposition 8/11/2021
15. Harris v Villa Del Rio, Los Angeles County Superior Court Case No. 19STCV28198, Deposition 6/18/2021
16. Morgan v Rohr, United States Southern District of California Case No. 3:20-CV-00574-GPC-AHG, Deposition 5/24/2021
17. Fortson v Care Options Management Plans and Support Services, Alameda County Superior Court Case No. RG16818319, Trial 5/17/2021
18. Anderson v Safe Streets, United States Eastern District of California Case No. 2:18-CV-00323-KJM-GGH, Deposition 5/13/2021
19. Christensen v Carter's Retail, United States Central District of California Case No. 8:20-cv-00776 JLS (KESx), Deposition 4/15/2021
20. Fortson v Care Options Management Plans and Support Services, Alameda County Superior Court Case No. RG16818319, Deposition 3/26/2021
21. Torrez v Del Taco, Alameda County Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 3/3/2021
22. McCarty v SMG, United States Northern District of California Case No. 3:17-cv-06232-JD, Deposition 2/4/2021
23. Chaney v Select Education Group, Stanislaus County Superior Court Case No. CV-19-002224, Arbitration 12/4/2020
24. Chaney v Select Education Group, Stanislaus County Superior Court Case No. CV-19-002224, Deposition 11/24/2020
25. Zarate v La Pizza Loca, Los Angeles County Superior Court Case No. BC642655, Deposition 10/2/2020
26. Southern California Pizza Wage and Hour Cases, Orange County Superior Court Judicial Counsel Coordination Proceeding No. 4725, Deposition 9/17/2020
27. Hernandez v Terminix International, AAA Case No. 01-18-0000-4288, Arbitration 9/8/2020
28. Hernandez v Terminix International, AAA Case No. 01-18-0000-4288, Deposition 8/12/2020
29. Martinez v AA Meat Products, Los Angeles County Superior Court Case No. BC650944, Deposition 6/25/2020
30. Shi v J Filippi Vintage Company, San Bernardino County Superior Court Case No. CIVDS1806156, Trial 3/9/2020
31. Rosales v Staples Contract and Commercial, Los Angeles County Superior Court Judicial Counsel Coordination Proceeding No. 4854, Deposition 2/4/2020
32. Anderson v Safe Streets, AAA Case No. 01-18-0004-3136, Arbitration, 11/19/2019
33. Anderson v Safe Streets, AAA Case No. 01-18-0004-3136, Deposition 10/30/2019

34. Kelly v High Desert Support Services, San Bernardino County Superior Court Case No. CIVDS1616463, Trial 10/1/2019
35. Kelly v High Desert Support Services, San Bernardino County Superior Court Case No. CIVDS1616463, Deposition 9/9/2019
36. Reed & Moore v Aramark Uniform Services, Alameda County Superior Court Case No. RG16832314, Deposition 8/9/2019
37. Gamboa v Nelson Miller, Los Angeles County Superior Court Case No. BC658201, Deposition 4/2/2019
38. Leyva v SCPMG, Los Angeles County Superior Court Case No. BC621718, Deposition 7/26/2018
39. Emard v Twin Cities Community Hospital, AAA Case No. 01-17-0000-1313, Arbitration 7/19/2018
40. McConville v Renzenberger, United States Central District of California Case No. 17-cv-02972-FMO-JC, Deposition 2/1/2018
41. Galeano v Royal Laundry, San Mateo County Superior Court Case No. CIV534888, Deposition 10/12/2017

EXHIBIT 5

Row Labels	Sum of Billable Time
Alvin Lindsay	32.6
Antonia Bliznets	25.4
Sasha Zambrano	16.2
Jose Lopez	15.1
Jean Power	13.9
Marta Manus	7.8
Enoch Kim	7.7
Jonathan Morataya	1.6
Janet Linares	1.0
Katheryn Perez	0.7
Emma Geesaman	0.5
Brent Insua	0.5
Anna Iwata	0.2
Grand Total	123.2

Attorney	Total Time	Rate	Total Billable Amount
Alvin Lindsay	32.6	\$ 1,687.00	\$ 54,996.20
Antonia Bliznets	25.4	\$ 688.00	\$ 17,475.20
Jean Power	13.9	\$ 1,263.00	\$ 17,555.70
Marta Manus	7.8	\$ 1,227.00	\$ 9,570.60
Enoch Kim	7.7	\$ 1,350.00	\$ 10,395.00
Emma Geesaman	0.5	\$ 610.00	\$ 305.00
Total	87.9		\$ 110,297.70

Paralegal	Total Time	Rate	Total Billable Amount
Sasha Zambrano	16.2	\$ 277.00	\$ 4,487.40
Jose Lopez	15.1	\$ 277.00	\$ 4,182.70
Jonathan Morataya	1.6	\$ 332.00	\$ 531.20
Janet Linares	1	\$ 227.00	\$ 227.00
Katheryn Perez	0.7	\$ 227.00	\$ 158.90
Brent Insua	0.5	\$ 332.00	\$ 166.00
Anna Iwata	0.2	\$ 332.00	\$ 66.40
Total	35.3		\$ 9,819.60

Grand Total	Total Time		Total Billable Amount
Attorneys	87.9		\$ 110,297.70
Paralegals	35.3		\$ 9,819.60
Total	123.2		\$ 120,117.30

EXHIBIT 6

Amescua v. Central California Blood Center

Litigation Costs

Service Date	Details	Provider	Amount	
6/24/24	LWDA Letter	LWDA	\$ 75.00	x
6/24/24	LWDA Letter Postage	USPS	\$ 21.02	x
7/1/24	Summons & Complaint	Rapid Legal	\$ 1,493.24	x
7/2/24	Process of Service - Summons & Complaint	Rapid Legal	\$ 128.75	x
7/9/24	POS of Summons	Rapid Legal	\$ 15.04	x
7/17/24	Notice of Posting Jury Fees	Rapid Legal	\$ 169.69	x
8/30/24	First Amended Complaint	Rapid Legal	\$ 15.04	x
9/20/24	Notice of Change of Address	Rapid Legal	\$ 15.97	x
9/23/24	Notice of Acknowledgment and Receipt	Rapid Legal	\$ 15.97	x
10/16/24	Notice & Order of Remote Appearance	Rapid Legal	\$ 15.97	x
10/17/24	Joint Status Report	Rapid Legal	\$ 15.97	x
1/14/25	Joint Status Report	Rapid Legal	\$ 17.46	x
3/1/25	Notice of Disassociation of Attorney	Rapid Legal	\$ 16.69	x
5/1/25	Mediation	Howard Broadman	\$ 7,500.00	x
5/15/25	Expert Mediation Analysis	Berger Consulting	\$ 7,215.00	x
7/12/25	Joint Stipulation to Continue Case Management Conference	Rapid Legal	\$ 38.23	x
10/1/25	Joint Stipulation to Continue Case Management Conference	Rapid Legal	\$ 38.23	x
11/26/25	Motion for Preliminary Approval of Settlement	Rapid Legal	\$ 79.63	
12/10/25	Disassociation of Counsel	Proceed	\$ 17.53	
12/19/25	Notice of Remote Appearance	Proceed	\$ 17.53	
12/22/25	Notice of Unavailability	Proceed	\$ 17.53	
3/27/26	Notice of Change of Address	Proceed	\$ 175.95	
6/25/26	Declaration of Expert in Support of Approval Motion	Berger Consulting	\$ 665.00	
Total			\$ 17,780.44	

EXHIBIT 7

D.LAW, INC.
Emil Davtyan (SBN 299363)
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David Yeremian (SBN 226337)
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Facsimile: (818) 962-6469

Attorneys for Plaintiff Gloria A. Amescua,
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

GLORIA A. AMESCUA, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

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

Defendants.

CLASS ACTION

Case No.: 24CECG02710

Assigned for all purposes To:
Hon. Lisa M. Gamoian

**DECLARATION OF MICHAEL
SUTHERLAND OF APEX CLASS ACTION,
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF THE
CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Information:

Date: December 11, 2025

Time: 4:00 p.m.

Department: 403

Action filed: June 24, 2024

FAC filed: August 27, 2024

Trial: None Set

**DECLARATION OF MICHAEL SUTHERLAND OF APEX CLASS ACTION, IN
SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF THE
CLASS ACTION AND PAGA SETTLEMENT**

DECLARATION OF MICHAEL SUTHERLAND

I, Michael Sutherland, declare as follows:

1. I am the President of Apex Class Action LLC., a class action settlement administration company headquartered in Irvine, California. I have personal knowledge of thes outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with class action administration for a combined 75 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. Additionally, Apex Class Action possesses the necessary technology and infrastructure to manage large-scale class action cases efficiently. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of class action notices and the administration of class action settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for class actions of various sizes. We uphold the highest level of confidentiality in all our operations, and any class data and communication received by us will be treated with the utmost confidentiality and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in class action administration.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its

1 legal services. To safeguard class member information, Apex Class Action has implemented a
2 comprehensive process to identify, assess, and mitigate risks in all areas of its operations,
3 regularly evaluating the effectiveness of its security measures. Access to class member
4 information is limited to employees, agents, or subcontractors who require it to perform their
5 duties, and Apex Class Action conducts background checks on all personnel with access to
6 sensitive personal information, to ensure they do not pose a threat to the security of client or class
7 member information. To guarantee the security of the settlement administration process, Apex
8 Class Action maintains \$1,000,000.00 in Professional Liability and \$5,000,000.00 in Cyber
9 Liability Insurance coverage, as required by legal standards and best practices in the legal
10 profession.

11 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer
12 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the
13 settlement case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii)
14 conducting preliminary and final calculations to determine the individual settlement amounts,
15 including attorneys' fees, costs, enhancement awards, and any other court-approved designees; (iv)
16 establishing a case specific website where relevant case-related settlement documents will be
17 accessible, including the judgment; (v) calculating and reporting state and federal taxes as
18 applicable; (vi) and disseminating approved settlement funds and tax forms via First-Class USPS
19 mail.

20 7. The administration fees for Apex Class Action's management of this settlement will
21 not exceed \$9,550.00, as specified in **Exhibit B**. This document presents a comprehensive plan
22 detailing the specific administration services that will be provided, including a website to host
23 important documents.

24 I declare under penalty of perjury under the laws of the state of California that the foregoing
25 is true and correct. Executed this 14th day of November 2025, in Irvine, California.

26 

27 _____
Michael Sutherland

EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FSLA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address

18 Technology Dr. Ste. 154
Irvine, CA 92618

Email

mike@apexclassaction.com
Info@apexclassaction.com

Phone

1.321.223.5067
1.800.355.0700

EXHIBIT B



Quotation Request:

Alvin Lindsay
D.Law
a.lindsay@d.law
818-962-6465

Case Name:

Date:
RFP Number:

Amescua v Central California Blood Center

Thursday, May 22, 2025
200050024

Prepared By:

Michael Sutherland
Apex Class Action LLC
mike@apexclassaction.com
321.223.5067

Settlement Specifications	
Estimated Class Size:	370
Certified Language Translation:	No
Static Settlement Website:	Yes
Percentage of Undeliverable Mail:	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	3	\$375.00
Data Analyst	Per Hour	\$150.00	3	\$450.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$825.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	370	\$555.00
USPS First Class Postage	Per Piece	\$0.73	370	\$270.10
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	74	\$148.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	2	\$150.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	2	\$150.00
NCOA Address Update (USPS)	Static Rate	\$175.00	1	\$175.00
Sub Total:				\$1,568.10

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	2	\$280.00
Sub Total:				\$760.00



APEX

CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$241.30	1	\$241.30
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$741.30

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	370	\$555.00
USPS First Class Postage	Per Piece	\$0.73	370	\$270.10
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$1.50	37	\$55.50
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	12	\$1,200.00
QSF Income Tax Reporting (per calendar year) 2025	Per Year	\$1,350.00	1	\$1,350.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$4,710.60

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	3	\$405.00
Project Management Reconciliation	Per Hour	\$100.00	3	\$300.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$945.00

TOTAL CAPPED ADMINISTRATION COST:				\$9,550.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this section may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 8