

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

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

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

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

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

1 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class
2 Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in
3 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
4 Members, State of California, and PAGA Employees in light of all known facts and circumstances,
5 including the risk of significant delay and uncertainty associated with litigation and various defenses
6 asserted by Defendant.

7 9. The Parties expressly acknowledge that this Settlement Agreement is entered into
8 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
9 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is
10 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
11 positions.

12 **DEFINITIONS**

13 10. The following definitions are applicable to this Settlement Agreement. Definitions
14 contained elsewhere in this Settlement Agreement will also be effective.

15 a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for
16 Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and
17 to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 13.

18 b. “Class” or “Class Member(s)” means all current and former hourly-paid non-
19 exempt employees of Defendant who worked within the State of California at any time during the
20 Class Period.

21 c. “Class Counsel” means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle
22 GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, who will seek to be
23 appointed counsel for the Class.

24 d. “Class List” means a complete list of all Class Members that Defendant will
25 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
26 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following
27 information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security
28 number; (4) the total number of Workweeks in which the Class Member performed work for

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

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

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

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

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

11 i. “Defendant’s Counsel” means Nima Darouian and Nalee Xiong of Ballard
12 Spahr, LLP.

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

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

27 l. “Enhancement Payment” means the amount to be paid to Plaintiffs, in
28 recognition of their effort and work in prosecuting the Action on behalf of Class Members and PAGA

1 Employees, and general release of claims, as set forth in Paragraph 14.

2 m. “Final Approval” means the determination by the Court that the Settlement is
3 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

4 n. “Final Approval Hearing” means the hearing at which the Court will consider
5 and determine whether the Settlement should be granted Final Approval.

6 o. “Final Approval Order and Judgment” means the order granting final approval
7 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
8 Parties, and subject to approval by the Court.

9 p. “Gross Settlement Amount” means the amount of One Million Five Hundred
10 Ninety Thousand Dollars (\$1,590,000) to be paid by Defendant in full satisfaction of the Action,
11 Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs,
12 Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement
13 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes
14 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
15 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
16 Settlement Amount is subject to increase, as provided in Paragraph 17.

17 q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
18 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
19 calculated in accordance with Paragraph 19.

20 r. “Individual Settlement Payment” means the net payment of each Settlement
21 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
22 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
23 Paragraph 20.

24 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
25 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
26 in accordance with Paragraph 18.

27 t. “LWDA Payment” means the amount of Sixty Seven Thousand Five Hundred
28 Dollars (\$67,500), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA

1 under the PAGA Settlement, as set forth in Paragraph 15.

2 u. "Net Settlement Amount" means the portion of the Gross Settlement Amount
3 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
4 less the Court-approved Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, and
5 Settlement Administration Costs.

6 v. "Notice of Objection" means a Settlement Class Member's written objection to
7 the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b)
8 contain the objector's full name, signature, address, telephone number, and the last four (4) digits of
9 the objector's Social Security number; (c) contain a written statement of all grounds for the objection
10 accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other
11 documents upon which the objection is based; and (e) be returned by mail to the Settlement
12 Administrator at the specified address, postmarked on or before the Response Deadline.

13 w. "PAGA Amount" means the allocation of Ninety Thousand Dollars (\$90,000)
14 from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the
15 PAGA Amount, or \$67,500, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining
16 twenty-five percent (25%), or \$22,500, will be distributed to the PAGA Employees (i.e., the PAGA
17 Employee Amount).

18 x. "PAGA Employees" means all current and former hourly-paid non-exempt
19 employees of Defendant who worked within the State of California at any time during the PAGA
20 Period.

21 y. "PAGA Employee Amount" means the amount of Twenty-Two Thousand Five
22 Hundred Dollars (\$22,500), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on
23 a *pro rata* basis based on their Pay Periods.

24 z. "PAGA Period" means the period from November 27, 2022 through December
25 31, 2024.

26 aa. "PAGA Settlement" means the settlement and resolution of all Released PAGA
27 Claims.

28 bb. "Pay Periods" means the number of pay periods each PAGA Employee worked

1 for Defendant as an hourly-paid non-exempt employee in California during the PAGA Period, which
2 will be calculated based on Defendant’s data and records concerning the total number of pay periods
3 each PAGA Employee performed work for Defendant in California during the PAGA Period.

4 cc. “Preliminary Approval” means the date on which the Court enters the
5 Preliminary Approval Order.

6 dd. “Preliminary Approval Order” means the order granting preliminary approval
7 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
8 the Court.

9 ee. “Released Class Claims” means any and all claims, debts, liabilities, demands,
10 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were
11 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
12 arising during the Class Period, under any federal, state, or local law, and shall specifically include
13 claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal
14 and rest periods and associated premium payments, timely pay wages during employment and upon
15 termination, provide compliant wage statements, pay vested vacation wages, and reimburse necessary
16 business-related expenses and engaged in unlawful wage deductions in violation of California Labor
17 Code Sections 201, 202, 203, 204, 210, 221, 222, 223, 224, 226(a), 226.7, 227.3, 510, 512(a), 1194,
18 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter*
19 *alia*, the applicable Wage Orders, and all claims for attorneys’ fees and costs and statutory interest in
20 connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other
21 claims, including claims for statutory penalties, pertaining to the Class Members.

22 ff. “Released PAGA Claims” means any and all claims arising from any of the
23 factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the
24 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all
25 claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay overtime
26 and minimum wages, provide compliant meal and rest periods and associated premium payments,
27 timely pay wages during employment and upon termination, provide compliant wage statements, pay
28 vested vacation wages, maintain complete and accurate payroll records, and reimburse necessary

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

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

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

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

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

28 kk. “Settlement Administration Costs” means the costs payable from the Gross

1 Settlement Amount to the Settlement Administrator for administrating the Settlement, as set forth in
2 Paragraph 16.

3 ll. "Settlement Class" or "Settlement Class Member(s)" means all Class Members
4 who do not submit a timely and valid Request for Exclusion.

5 mm. "Workweeks" means the number of weeks each Class Member worked for
6 Defendant as an hourly-paid non-exempt employee in California during the Class Period, which will
7 be calculated based on Defendant's data and records concerning the total number of workweeks each
8 Class Member performed work for Defendant in California during the Class Period.

9 nn. "Workweeks Dispute" means a letter submitted by a Class Member disputing
10 the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a)
11 contain the case name and number of the Class Action; (b) contain the Class Member's full name,
12 signature, address, telephone number, and the last four (4) digits of the Class Member's Social Security
13 number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods
14 credited to the Class Member/PAGA Employee and what the Class Member/PAGA Employee
15 contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the
16 specified address, postmarked on or before the Response Deadline.

17 **CLASS CERTIFICATION**

18 11. For the purposes of this Settlement only, the Parties stipulate to the certification of the
19 Class.

20 12. The Parties agree that certification for the purpose of settlement is not an admission
21 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
22 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
23 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
24 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
25 non-settlement context.

26 **TERMS OF THE AGREEMENT**

27 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
28 forth herein, the Parties agree, subject to the Court's approval, as follows:

1 13. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
2 or motion by Class Counsel for attorneys' fees in the amount up to thirty five percent (35%) of the
3 Gross Settlement Amount (i.e., \$556,500 if the Gross Settlement Amount is \$1,590,000) and
4 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
5 of the Action, in an amount not to exceed Twenty Seven Thousand Dollars (\$27,000), both of which
6 will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed
7 and any and all costs incurred by Class Counsel in connection with the litigation of the Action,
8 including without limitation all work performed and costs incurred to date, and all work to be
9 performed and all costs to be incurred in connection with obtaining the Court's approval of this
10 Settlement Agreement, including any objections raised and any appeals necessitated by those
11 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
12 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
13 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
14 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
15 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

16 14. Enhancement Payment. Defendant agrees not to oppose or impede any application or
17 motion by Plaintiffs for an Enhancement Payment in the amount up to Ten Thousand Dollars
18 (\$10,000) each. The Enhancement Payment, which will be paid from the Gross Settlement Amount,
19 subject to Court approval, will be in addition to each Plaintiff's Individual Settlement Payment as a
20 Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiffs shall be
21 solely and legally responsible for correctly characterizing this compensation for tax purposes and for
22 paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form
23 1099 to Plaintiffs for the Enhancement Payment. Any portion of the requested Enhancement Payment
24 that is not awarded by the Court to Plaintiffs shall be reallocated to the Net Settlement Amount for the
25 benefit of the Settlement Class Members.

26 15. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
27 Ninety Thousand Dollars (\$90,000) shall be allocated from the Gross Settlement Amount toward
28 penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e.,

1 the PAGA Amount), of which seventy-five percent (75%), or \$67,500, will be paid to the LWDA (i.e.,
2 the LWDA Payment) and twenty-five percent (25%), or \$22,500, will be distributed to PAGA
3 Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of Pay
4 Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA
5 Payments).

6 16. Settlement Administration Costs. The Settlement Administrator will be paid for the
7 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
8 which is currently estimated not to exceed Twelve Thousand Five Hundred Dollars (\$12,500). These
9 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,
10 *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices
11 and other documents for the Settlement, calculating and distributing payments due under the
12 Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings,
13 and remittances, providing necessary reports and declarations, and other duties and responsibilities set
14 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual
15 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess
16 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any
17 portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not
18 in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement
19 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the
20 Settlement Class Members.

21 17. Escalator Clause. Defendant has represented that the Class Members worked a total of
22 32,477 Workweeks during the time period from December 18, 2019 to October 28, 2024. If it is
23 determined by the Settlement Administrator that the total number of Workweeks worked by the Class
24 Members during the time period from December 18, 2019 to December 31, 2024 exceeds 32,477
25 Workweeks by more than 8.75% (*i.e.* by more than 2,842 Workweeks, or in other words, if the
26 Workweeks worked between December 18, 2019 to December 31, 2024 exceed 35,319 Workweeks),
27 then the Gross Settlement Amount will be increased on a proportional basis equal to the percentage
28 increase in the number of Workweeks worked by the Class Members above the 8.75% buffer. For

1 example, if the number of Workweeks increases by 10%, then the Gross Settlement Amount will
2 increase by 1.25%.

3 18. Individual Settlement Share Calculations. Individual Settlement Shares will be
4 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
5 Workweeks, as follows:

6 a. After Preliminary Approval, the Settlement Administrator will divide the Net
7 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek
8 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value
9 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be
10 entitled to receive under the Class Settlement.

11 b. After Final Approval, the Settlement Administrator will divide the final Net
12 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek
13 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek
14 Value to each Settlement Class Member's final Individual Settlement Share.

15 19. Individual PAGA Payment Calculations. Individual PAGA Payments will be
16 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
17 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
18 Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the
19 "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period
20 Value to yield each PAGA Employee's Individual PAGA Payment.

21 20. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
22 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages, thirty percent
23 (30%) interest, and fifty percent (50%) penalties and other non-wage damages. The portion allocated
24 to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and
25 non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement
26 Administrator. The Settlement Administrator will withhold the employee's share of taxes and
27 withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks
28 to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their

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

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

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

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

1 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
2 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
3 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
4 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
5 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
6 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
7 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
8 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
9 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
10 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
11 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
12 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
13 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
14 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
15 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

16 24. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
17 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
18 are issued to the payee. It is expressly understood and agreed that payments made under this Settlement
19 shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to
20 additional compensation or benefits under any new or additional compensation or benefits, or any
21 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
22 nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased
23 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
24 any contrary language or agreement in any benefit or compensation plan document that might have
25 been in effect during the Class Period).

26 25. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
27 Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of
28 the Settlement, which Class Counsel will be responsible for drafting, and will submit this Settlement

1 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
2 draft of the preliminary approval motion at least three (3) business days prior to filing it with the Court.
3 Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with
4 this Settlement Agreement. By way of said motion, Plaintiffs will apply for the entry of the
5 Preliminary Approval Order seeking the following:

- 6 a. Conditionally certifying the Class for settlement purposes only;
- 7 b. Granting Preliminary Approval of the Settlement;
- 8 c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- 9 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 10 e. Approving as to form and content, the mutually-agreed upon and proposed
11 Class Notice and directing its mailing by First Class U.S. Mail;
- 12 f. Approving the manner and method for Class Members to request exclusion
13 from or object to the Class Settlement as contained herein and within the Class Notice;
- 14 g. Scheduling a Final Approval Hearing at which the Court will determine whether
15 Final Approval of the Settlement should be granted.

16 26. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
17 Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary
18 approval of the Settlement.

19 27. Delivery of Class List. Within twenty-one (21) calendar days of Preliminary Approval,
20 Defendant will provide the Class List to the Settlement Administrator.

21 28. Notice by First-Class U.S. Mail.
22 a. Within seven (7) calendar days after receiving the Class List from Defendant,
23 the Settlement Administrator will perform a search based on the National Change of Address Database
24 or any other similar services available, such as provided by Experian, for information to update and
25 correct for any known or identifiable address changes, and will mail a Class Notice in English and
26 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via
27 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement
28 Administrator.

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

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

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

26 30. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
 27 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
 28 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the

1 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
2 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
3 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
4 submitted, and also identify the individuals who have submitted a timely and valid Request for
5 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
6 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
7 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
8 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
9 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
10 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
11 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
12 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
13 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
14 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
15 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
16 submit a Request for Exclusion.

17 31. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
18 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
19 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
20 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
21 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
22 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
23 and complete and which were not), and also attach them to a declaration that is to be filed with the
24 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
25 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
26 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
27 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
28 whether they have submitted a Notice of Objection.

1 1. Reports by the Settlement Administrator. The Settlement Administrator shall provide
2 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
3 Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the
4 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of
5 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement
6 Administrator will provide to counsel for the Parties any updated reports regarding the administration
7 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it
8 receives a request from an individual or any other entity regarding inclusion in the Class and/or
9 Settlement or regarding a Workweeks Dispute.

10 32. Defendant's Right to Rescind. If five percent (5%) or more of the Class Members
11 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
12 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
13 Counsel within thirty (30) days of the Settlement Administrator notifying the Parties in writing that
14 five percent (5%) or more of the Class opted out of the settlement. If Defendant exercises this option,
15 Defendant shall pay any costs of settlement administration owed to the Settlement Administrator
16 incurred up to that date.

17 33. Certification of Completion. Upon completion of administration of the Settlement, the
18 Settlement Administrator will provide a written declaration under oath to certify such completion to
19 the Court and counsel for all Parties.

20 34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
21 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
22 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
23 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
24 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
25 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
26 Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
27 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion at
28 least three (3) business days before filing it with the Court. By way of said motion, Plaintiffs will

1 apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial
2 part, the following:

3 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
4 consummation of its terms and provisions;

5 b. Certification of the Settlement Class;

6 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

7 d. Approval of the application for Enhancement Payment to Plaintiffs;

8 e. Directing Defendant to fund all amounts due under the Settlement Agreement
9 and ordered by the Court; and

10 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
11 conformity with California Rules of Court 3.769 and the Settlement Agreement.

12 35. Funding of the Gross Settlement Amount. No later than thirty (30) days after the
13 Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund
14 ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by
15 the Settlement Administrator. Defendant shall provide all information necessary for the Settlement
16 Administrator to calculate necessary payroll taxes including its official name, 8-digit state
17 unemployment insurance tax ID number, and other information requested by the Settlement
18 Administrator.

19 36. Distribution of the Gross Settlement Amount. Within five (5) business days of the
20 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
21 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
22 LWDA Payment to the LWDA, Enhancement Payment to Plaintiffs, Attorneys' Fees and Costs to
23 Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also
24 set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
25 timely forward these to the appropriate government authorities.

26 37. Settlement Checks. The Settlement Administrator will be responsible for undertaking
27 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
28 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the

1 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
2 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
3 Members and PAGA Employees are not required to submit a claim to be issued an Individual
4 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
5 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
6 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
7 associated with such canceled checks shall be distributed by the Settlement Administrator to the cy
8 pres beneficiary California Court Appointed Special Advocates (“CASA”). The Parties agree that this
9 disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire
10 Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash their
11 settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts.
12 The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting
13 required under applicable local, state, and federal tax laws that are necessitated due to the cancelation
14 of any Individual Settlement Payment and/or Individual PAGA Payment checks. Settlement Class
15 Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by
16 the Class Settlement, and PAGA Employees whose Individual PAGA Payment checks are cancelled
17 shall, nevertheless, be bound by the PAGA Settlement.

18 38. Class Settlement Release. Upon the full funding of the Gross Settlement Amount,
19 Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released,
20 settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

21 39. PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount,
22 Plaintiffs, and the State of California with respect to all PAGA Employees, will be deemed to have
23 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
24 Parties of all Released PAGA Claims.

25 40. Plaintiffs’ General Release. Upon the Effective Date and full funding of the Gross
26 Settlement Amount, Plaintiffs, individually and on their own behalf, will be deemed to have fully,
27 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties
28 from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’

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

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

1 41. Final Approval Order and Judgment. The Parties shall provide the Settlement
2 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
3 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
4 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
5 Class will be required.

6 42. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
7 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
8 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
9 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
10 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
11 Settlement Agreement.

12 43. Effects of Termination or Rescission of Settlement. Termination or rescission of the
13 Settlement Agreement shall have the following effects:

14 a. The Settlement Agreement shall be void and shall have no force or effect, and
15 no Party shall be bound by any of its terms;

16 b. In the event the Settlement Agreement is terminated, Defendant shall have no
17 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
18 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
19 Administrator is notified that the Settlement has been terminated;

20 c. The Preliminary Approval Order, Final Approval Order and Judgment,
21 including any order certifying the Class, shall be vacated;

22 d. The Settlement Agreement and all negotiations, statements, and proceedings
23 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
24 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

25 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
26 statements, or filings in furtherance of the Settlement (including all matters associated with the
27 mediation) shall be admissible or offered into evidence in the Action or any other action for any
28 purpose whatsoever; and

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

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

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

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

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

24 48. Amendment or Modification. Prior to the filing of the motion for preliminary approval
25 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
26 except by written agreement signed by counsel for all Parties. After the filing of the motion for
27 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
28 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
constitute a waiver of any other provision.

1 49. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
3 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
4 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
5 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
6 full authority to enter into this Settlement Agreement, and further intend that this Settlement
7 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
8 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
9 confidentiality provisions that otherwise might apply under state or federal law.

10 50. Signatories. It is agreed that because the members of the Class are so numerous, it is
11 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
12 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
13 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
14 as to the LWDA and the State of California with respect to the PAGA Employees, and the releases
15 provided for by this Settlement Agreement shall have the same force and effect as if this Settlement
16 Agreement were executed by each Settlement Class Member and by a representative of the LWDA.

17 51. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
18 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

19 52. California Law Governs. All terms of this Settlement Agreement and attached exhibits
20 hereto will be governed by and interpreted according to the laws of the State of California.

21 53. Execution and Counterparts. This Settlement Agreement is subject only to the
22 execution of all Parties. However, this Settlement Agreement may be executed in one or more
23 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
24 copies of the signature page, will be deemed to be one and the same instrument.

25 54. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
26 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
27 this Settlement after arm’s length negotiations and in the context of adversarial litigation, taking into
28 account all relevant factors, present and potential. The Parties further acknowledge that they are each
represented by competent counsel and that they have had an opportunity to consult with their counsel

1 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
2 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
3 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
4 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

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

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

26 58. Captions. The captions and paragraph numbers in this Settlement Agreement are
27 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
28 intent of the provisions of this Settlement Agreement.

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2029 Century Park East, Suite 1400
Los Angeles, CA 90067-2915
Tel: (424) 204-4400 / Fax: (424) 204-4350

63. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF AMIRA FAKIRA

Dated: _____

Amira Fakira

PLAINTIFF FREDONNA JOHNSON

Dated: _____

Fredonna Johnson

DEFENDANT CSL PLASMA INC.

Dated: 8/19/2025

DocuSigned by:

63AAAC465C384B1...

Full Name: Gregory Boss

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

1 **APPROVED AS TO FORM ONLY:**

2

BLACKSTONE LAW, APC

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4 Dated: _____

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

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BALLARD SPAHR, LLP

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10 Dated: 8/19/25



Nima Darouian
Nalee Xiong
Attorneys for Defendant CSL Plasma Inc.

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