

## **FIRST AMENDED STIPULATION OF SETTLEMENT OF CLASS ACTION AND RELEASE OF CLAIMS**

This First Amended Stipulation of Settlement of Class Action and Release of Claims (“Settlement Agreement”, “Agreement” or “Settlement”) is reached by and between Plaintiff Ruby Danielsson (“Plaintiff” or “Class Representative”) and Vitalant, a non-profit corporation formed and organized in the State of Arizona (“Defendant” or “Vitalant”) (collectively with Plaintiff, the “Parties”) on behalf of Defendant and all other parties named by Plaintiff in the Operative Complaint in this Action, and Vitalant’s past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, executors, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, consultants, subcontractors, predecessors, successors, assigns, and joint venturers, and all persons acting under, by, through, or in concert with any of them, and each of them, pursuant to Section 16 of the Stipulation of Settlement of Class Action and Release of Claims entered into by the Parties on or around August 19, 2021. The term “Defendant” when used in this Agreement, shall include Vitalant and all other parties named by Plaintiff in the Operative Complaint in this Action, and Vitalant’s past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, executors, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, consultants, subcontractors, predecessors, successors, assigns, and joint venturers, and all persons acting under, by, through, or in concert with any of them, and each of them. Parties specifically negotiated for this definition of the term “Defendant” in light of the corporate history of Vitalant. Plaintiff and the Class are represented by Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of Lawyers *for* Justice, PC (“Class Counsel”). Defendant is represented by Thomas M. McInerney of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

The Parties agree to supplant the Stipulation of Settlement of Class Action and Release of Claims entered into by the Parties on or around August 19, 2021 and Amendment No. 1 to Stipulation of Settlement of Class Action and Release of Claims entered into by the Parties on or around October 4, 2021 with this First Amended Stipulation of Settlement of Class Action and Release of Claims.

On March 29, 2019, Plaintiff commenced a putative class action case in Superior Court of the State of California, County of San Francisco, Case No. CGC-19-574926, and on August 7, 2019, Defendant removed the action to the U.S. District Court for the Northern District, where it is currently pending, entitled *Danielsson v. Vitalant f/k/a Blood Systems, Inc. formerly d/b/a Blood Centers of the Pacific (erroneously sued as Blood Centers of the Pacific and Blood Systems)*, Case No. 3:19-cv-04592 (the “Action” or “Lawsuit”) before Joseph C. Spero, Chief Magistrate Judge of the U.S. District Court for the Northern District of California (“Court”).

Plaintiff alleges class claims including: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Meal Period Premiums; (3) Failure to Pay Rest Period Premiums; (4) Failure to Pay Minimum Wages; (5) Failure to Pay Timely Pay Final Wages; (6) Failure to Pay Wages Timely During Employment; (7) Failure to Furnish Accurate and Compliant Wage Statements; (8) Failure to Maintain Requisite Payroll Records; (9) Failure to Reimburse Business Expenses; and (10) Unfair Business Practices.

On October 5, 2020, the California Labor and Workforce Development Agency (“LWDA”) was advised of the Action and its allegations and Plaintiff’s intent to seek civil penalties under Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA”).

On June 4, 2021, by stipulation of the Parties to implement this Settlement, the First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. was filed in the Action (“Operative Complaint”).

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle the Action and Released Claims. Accordingly, Plaintiff and Defendant agree as follows:

**1. Conditional Class.** For purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to conditional certification of the following Class (also referred to herein as “Class Members”):

All current and former non-exempt employees of Vitalant working for Blood Centers of the Pacific, BloodSource, Inc., and/or Vitalant at any time during the period from March 29, 2015 to and including October 15, 2020 (the “Class Period”), who worked for Defendant’s operations in the State of California at operations and sites formerly known as Blood Centers of the Pacific.

The Parties agree that certification for the purpose of settlement is not an admission that class certification is proper under Section 382 of the California Code of Civil Procedure or Rule 23 of the Federal Rules of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement, as described in Section 14 below.

As used in this Settlement Agreement, “Settlement Class Members” or “Settlement Class” means all Class Members after excluding any person who submits a timely and valid Request for Exclusion as provided in this Settlement Agreement.

**2. “Effective Date”** means: (a) the date when the Final Approval Order and Judgment is signed, if there are no objectors, or (b) in the event there are objectors, thirty (30) calendar days after service of notice of entry of the Final Approval Order and Judgment on the Parties and all objectors to the Settlement without any appeals or request for review being taken, or (c) orders affirming said Final Approval Order and Judgment or denying review after exhaustion of all appellate remedies, if appeals or requests for review have been taken.

**3. Release.** As of the Effective Date, Plaintiff and every member of the Settlement Class will release and discharge Defendant Vitalant f/k/a Blood Systems, Inc. formerly d/b/a Blood Centers of the Pacific, including its past and present parents, subsidiaries and affiliates, and any of their respective past or present predecessors, assigns, representatives, officers, trustees, directors, members, shareholders, employees, agents, principals, representatives, accountants, auditors, attorneys, consultants, and each of their respective successors and predecessors in interest (collectively the “Released Parties”) as follows:

- A. Settlement Class Members will release all causes of action and factual or legal theories that were alleged in the Operative Complaint or reasonably could have been alleged in the Operative Complaint based on the facts and legal theories contained in the Operative Complaint, including all of the following claims for relief: (1) overtime pay; (2) meal period violation premium pay; (3) rest period violation premium pay; (4) minimum wage pay; (5) waiting time penalties for failure to pay all wages owed at termination; (6) statutory penalties for failure to timely pay wages during employment, (7) statutory penalties for non-compliant wage statements; (8) failure to keep payroll records; (9) unreimbursed business expenses; (10) violations of California's unfair business practices law; (11) civil penalties under the Labor Code Private Attorneys General Act ("PAGA") based on the afore-referenced claims; (12) any other claims or penalties under the wage and hour laws pleaded in the Action based on the afore-referenced claims and as alleged in the Operative Complaint; and (13) all damages, penalties, interest and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including but not limited to the California Labor Code as to the facts alleged in the Action, the applicable Wage Orders as to the facts alleged in the Operative Complaint, and the California Unfair Competition Law (collectively, the "Released Claims"). The period of the release shall extend to the limits of the Class Period. The *res judicata* effect of the Judgment will be the same as that of the release.
- B. In light of the Class Representative Enhancement Payment (described in Section 4.C(3)), Plaintiff has agreed to release, in addition to the Released Claims described above, all claims, whether known or unknown, suspected or unsuspected, under federal, state or local law, which exist or may exist against the Released Parties at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant, including her separation of employment from Defendant. Plaintiff understands that this release includes unknown claims and that she is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

The Parties further acknowledge, understand, and agree that this representation and commitment is essential to the Settlement and that this Settlement Agreement would not have been entered into were it not for this representation and commitment.

**4. Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary maximum amount ("Gross Settlement Amount") of \$2,300,000.00 in full and complete settlement of this matter, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer the Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.
- B. Defendant shall fund the Gross Settlement Amount pursuant to the Settlement Administrator’s wire transfer instructions within thirty (30) calendar days following the Effective Date.
- C. The Gross Settlement Amount includes:
- (1) All Individual Settlement Payments to Settlement Class Members and Individual PAGA Payments to Class Members;
  - (2) All fees and costs of the Settlement Administrator associated with the administration of the Settlement (“Settlement Administration Fees and Costs”);
  - (3) Up to \$8,500 to Plaintiff in recognition of Plaintiff’s contributions to the Lawsuit and her service to the Settlement Class (“Class Representative Enhancement Payment”). Even in the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding;
  - (4) Up to thirty five percent (35%) of the Gross Settlement Amount (\$805,000.00) in attorneys’ fees, plus actual costs and expenses related to the Lawsuit, which are not to exceed \$50,000 (collectively, “Attorneys’ Fees and Costs”), as supported by declaration. Even in the event that the Court reduces the requested Attorneys’ Fees and Costs, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding;
  - (5) \$250,000.00 of the Gross Settlement Amount that shall be allocated as civil penalties pursuant to PAGA (“PAGA Penalties”). Per California Labor Code section 2699(i), 75% of such PAGA Penalties, or \$187,500.00, will be payable to the LWDA for its share of the PAGA Penalties (“LWDA Payment”), and the remaining 25%, or \$62,500.00, will be payable to Class Members on a *pro rata* basis based on their Workweeks (“Employee PAGA Amount”); and
  - (6) The employee’s portion of all federal, state, and local taxes that may be owed by employee by virtue of the receipt of their Individual Settlement Payment provided under this Agreement. Defendant shall pay its portion of all federal, state, and local taxes on the wages portion of Individual Settlement Payments provided under this Agreement, separately and in addition to the Gross Settlement Amount. Plaintiff agrees to indemnify and hold Defendant harmless from any and all liability, including, without

limitation, all penalties, interest, and other costs that may be imposed by the Internal Revenue Service or other governmental agencies regarding any tax obligations that may arise from the monetary consideration made to Plaintiff under this Agreement.

- D. Defendant represents that the total number of Workweeks from March 29, 2015 to June 20, 2020 is 48,954. If this number increases by more than 10% for the same time period, then the Gross Settlement Amount shall correspondingly increase by the same percentage.
- E. Within fourteen (14) calendar days following the funding of the Gross Settlement Amount, the Settlement Administrator will distribute the Court-approved LWDA Payment to the LWDA, Attorneys' Fees and Costs to Class Counsel, Class Representative Enhancement Payment to Plaintiff, and Settlement Administration Fees and Costs to itself, only after Individual Settlement Payments have been mailed to Settlement Class Members and Individual PAGA Payments have been mailed to Class Members.

**5. Payments to the Class.** Class Members are not required to submit a claim form to receive a *pro rata* share of the Net Settlement Amount ("Individual Settlement Payment") or to receive a *pro rata* share of the Employee PAGA Amount ("Individual PAGA Payment"). The Notice of Class Action Settlement ("Class Notice"), which is attached hereto as "**Exhibit A**," shall state that only those Class Members who do not submit a timely and valid Request for Exclusion will be issued Individual Settlement Payments and all Class Members will be issued Individual PAGA Payments, that they should keep the Settlement Administrator apprised of a current mailing address in order to receive payment under the Settlement, and that payment under the Settlement will be issued by check after the Court grants final approval of the Settlement and the Effective Date occurs. Individual Settlement Payments and Individual PAGA Payments will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the Settlement Administration Fees and Costs, and the PAGA Penalties. The remaining amount shall be known as the "Net Settlement Amount."
- B. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid as described below:

The Settlement Administrator will divide the Net Settlement Amount by the total number of Workweeks worked by all Settlement Class Members to yield the "Workweeks Value," and multiply each Settlement Class Member's individual number of Workweeks by the Workweeks Value to yield his or her Individual Settlement Payment.

- C. Individual PAGA Payments shall be paid from the Employee PAGA Amount and shall be paid as described below:

The Settlement Administrator will divide the Employee PAGA Amount by the total number of Workweeks worked by all Class Members to yield the “PAGA Workweeks Value,” and multiply each Class Member’s individual number of Workweeks by the PAGA Workweeks Value to yield his or her Individual PAGA Payment.

- D. Within fourteen (14) calendar days following funding of the Gross Settlement Amount as described in Section 4.B, the Settlement Administrator will calculate each Settlement Class Member’s Individual Settlement Payment and each Class Member’s Individual PAGA Payment and will prepare and mail Individual Settlement Payments to Settlement Class Members and Individual PAGA Payments to Class Members.
- E. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 20% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued by the Settlement Administrator; 80% will be allocated to penalties, interest, and non-wage damages for which IRS Forms 1099-MISC will be issued by the Settlement Administrator. For purposes of this Settlement, one hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.
- F. The Settlement Administrator may, at its discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way of a single check that combines both payments (if applicable). The Settlement Administrator shall perform a skip-trace search on any checks that are returned as undeliverable within ninety (90) calendar days of the initial mailing and perform a single re-mailing to any address located. The Settlement Administrator shall mail a reminder postcard by First Class U.S. mail to any Settlement Class Member and/or Class Member whose Individual Settlement Payment and/or Individual PAGA Payment check has not been negotiated within ninety (90) calendar days after the date of mailing, and the reminder postcard shall be mailed to the Settlement Class Member’s and/or Class Member’s original address of mailing and, if applicable, an updated address that was found through skip-tracing. Each Settlement Class Member who receives an Individual Settlement Payment and each Class Member who receives an Individual PAGA Payment must cash or negotiate that check within one hundred and eighty (180) calendar days from the date the Settlement Administrator mails the check. In the event any Individual Settlement Payment and/or Individual PAGA Payment check has not been cashed or negotiated within one hundred and eighty (180) calendar days, the check will be cancelled and the Settlement Administrator shall tender the funds represented by such cancelled checks to the Unclaimed Property Division maintained by the State Controller’s Office in the name of the Settlement Class Member and/or Class Member whose check is cancelled. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members and/or Class Members, whether or not they all cash their

Individual Settlement Payment and/or Individual PAGA Payment checks. Therefore, Defendant will not be required to pay any interest on said amounts. The Settlement Administrator shall prepare a report regarding the distribution plan, including and not limited to the unused funds as set forth in this Section, in accordance with the Court's orders.

- G. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

**6. Attorneys' Fees and Costs.** Defendant will not object to the request for Class Counsel's attorneys' fees in an amount up to thirty five percent (35%) of the Gross Settlement Amount, which is currently estimated to be \$805,000.00, plus actual costs and expenses, which are not to exceed \$50,000. These amounts will cover any and all work performed and any and all costs incurred in connection with the Lawsuit, including without limitation all work performed and all costs incurred to date, and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award allowed by the Court. If the Court approves less than the amount requested for Attorneys' Fees and Costs, the difference between the requested and awarded amounts will be included in the Net Settlement Amount and distributed *pro rata* to the Settlement Class Members as set forth in Section 5.B.

**7. Class Representative Enhancement Payment.** Defendant will not object to a request for a Class Representative Enhancement Payment of up to \$8,500 to Plaintiff for her time and efforts in prosecuting the Action. This award will be in addition to Plaintiff's Individual Settlement Payment and Individual PAGA Payment, and shall be reported on an IRS Form 1099 by the Settlement Administrator. If the Court approves less than the amount requested for the Class Representative Enhancement Payment, the difference between the requested and awarded amounts will be included in the Net Settlement Amount and distributed *pro rata* to the Settlement Class Members as set forth in Section 5.B.

**8. Settlement Administrator.** Plaintiff and Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator, nor to the request to seek approval to pay up to \$15,000 from the Gross Settlement Amount, to the Settlement Administrator for its fees and costs to perform notice and settlement administration services. The Settlement Administrator shall be responsible for, *inter alia*, sending notices, for calculating Individual Settlement Payments and Individual PAGA Payments, and preparing all checks and mailings. If the Settlement Administration Fees and Costs are less than the amount requested, the difference will be included in the Net Settlement Amount and distributed *pro rata* to the Settlement Class Members as set forth in Section 5.B.

The Settlement Administrator shall have no claim for payment from Defendant with respect to any services provided by the Settlement Administrator except as otherwise expressly set forth in this Settlement Agreement.

**9. Preliminary Approval.** Upon execution of this Settlement Agreement, Plaintiff and Class Counsel will be responsible for drafting Plaintiff's motion for preliminary approval of the Settlement and submitting this Settlement Agreement to the Court in support of said motion. By way of said motion, Plaintiff shall apply to the Court for the entry of an order granting preliminary approval of the Settlement, in a form agreed upon by the Parties and subject to the Court's approval, as follows:

- A. Conditionally certifying the Class for purposes of this Settlement Agreement;
- B. Appointing Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of Lawyers *for Justice*, PC as Class Counsel;
- C. Appointing Ruby Danielsson as Class Representative for the Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Class Notice and directing the mailing of same; and
- G. Scheduling a Final Approval Hearing.

**10. Notice to the Class.** Following preliminary approval, the Class shall be notified as follows:

- A. Within twenty (20) business days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the following information (the "Class Data"): last known full names, last known addresses, last known telephone numbers, and social security numbers (in electronic format) of the members of the Class, and the number of weeks each Class Member worked during the Class Period ("Workweeks"). Workweeks will be calculated by including for each Class Member any week that Class Member recorded time worked during the Class Period.
- B. Within seven (7) calendar days from receipt of the Class Data, the Settlement Administrator shall: (i) run the names of all Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Class Members; (ii) update the addresses of any Class Member for whom an updated address was found through the NCOA search; and (iii) mail a Class Notice via First Class U.S. mail to each Class Member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Each Class Notice will provide: (a) information regarding the nature of the Lawsuit; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked for Defendant during the Class Period; (e) each Class Member's estimated Individual Settlement Payment and Individual PAGA Payment and the formula for calculating Individual



Settlement Payments and Individual PAGA Payments; (f) the dates which comprise the Class Period; (g) instructions on how to submit Requests for Exclusion, Notices of Objection, or Workweeks Disputes; (h) the deadlines by which the Class Member must postmark Requests for Exclusions, Notices of Objection, or Workweeks Disputes; (i) the claims to be released, as set forth herein; and (j) the date for the Final Approval Hearing.

- D. Class Members may submit Requests for Exclusion, Notices of Objection, or Workweeks Disputes to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Class Notice (“Response Deadline”). Any Class Notices returned to the Settlement Administrator as undelivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Class Notice. If an updated mailing address is identified, the Settlement Administrator shall resend the Class Notice to the Class Member promptly, and in any event within three (3) business days of obtaining the updated address. Class Members to whom Class Notices are re-sent after having been returned as undeliverable to the Settlement Administrator shall have their Response Deadline extended by fourteen (14) calendar days from the date of re-mailing. Class Notices that are re-sent shall inform the recipient of the adjusted Response Deadline that is applicable.
- E. Any Class Member who wishes to opt out of the Settlement must mail a written request to be excluded from the Settlement (“Request for Exclusion”) to the Settlement Administrator no later than the Response Deadline.
- i. The Request for Exclusion must: (1) contain the full name, address, telephone number, and last four digits of the Social Security number of the Class Member; (2) be signed by the Class Member; (3) contain the case name and number of the Action; (4) clearly state that the Class Member wishes to be excluded from the Settlement; and (5) be mailed to the Settlement Administrator at the addresses specified in the Class Notice, postmarked by the Response Deadline. If the Request for Exclusion does not contain the information listed in items (1)-(4), it will not be deemed valid for exclusion from this Settlement, except a Request for Exclusion that does not contain a Class Member’s telephone number and/or last four digits of his or her social security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who validly requests to be excluded from the Settlement will not be a member of the Settlement Class, will not be entitled to an Individual Settlement Payment, and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, all Class Members will be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

- ii. If ten percent (10%) or more of eligible Class Members validly submit a Request for Exclusion, Defendant may, at its discretion, elect to rescind the Settlement by communicating that decision to both the Settlement Administrator and Class Counsel in writing within fourteen (14) calendar days of the Response Deadline. Should Defendant exercise this option, Defendant will be responsible for any costs and fees incurred by the Settlement Administrator as of the date of its rescission.
  - iii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Member to object to the Settlement or opt out of the Settlement, or encourage any Settlement Class Member to appeal from the Final Approval Order and Judgment.
- F. Class Members who do not opt out may object to this Settlement Agreement as explained in the Class Notice by submitting a written objection to the Court (“Notice of Objection”). Pursuant to the Court’s procedures, the Notice of Objection will be scanned and processed as a filing which Class Counsel and Defendant’s Counsel will be given electronic notice of by the Court’s electronic case filing and case management system. To be complete, any Notice of Objection must be submitted to the Court either by mailing it to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102 or by filing it in person at any location of the United States District Court for the Northern District of California, postmarked or file-stamped on or before the Response Deadline, and must: (1) contain the full name, address, telephone number, and last four digits of the Social Security number of the Class Member; (2) be signed by the Class Member; (3) contain the case name and number of the Action; and (4) contain a written statement of the basis for the objection. Settlement Class Members may also present their objections to the Settlement orally at the Final Approval Hearing regardless of whether they have submitted a Notice of Objection.
- G. Class Members will have the opportunity, should they disagree with the number of Workweeks credited to them under the Settlement, as stated in their Class Notice, to dispute the Workweeks credited to them and provide documentation and/or an explanation to show contrary information (“Workweeks Dispute”). Any such Workweeks Dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline, and must: (1) contain the full name, address, telephone number, and last four digits of the Social Security number of the Class Member; (2) be signed by the Class Member; (3) contain the case name and number of the Action; and (4) contain a written statement explaining the number of Workweeks the Class Member contends should be credited to the Class Member along with supporting documentation. If there is a Workweeks Dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. If the Parties cannot come to a consensus, outstanding disputes will be submitted to the Court for a resolution at the Final Approval Hearing.

**11. CAFA Notice.** Pursuant to CAFA, within ten (10) calendar days after Plaintiff files this Settlement Agreement with the Court, Defendant Vitalant either on its own or through the Settlement Administrator, will cause the mailing of a notice of proposed settlement pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S. C. § 1715, substantially in the form attached to this Settlement Agreement as “**Exhibit B**” (“CAFA Notice”), to the Attorney General of the United States, the Attorney General of the State of California, and the Attorney General of the State of Arizona. The Parties intend and believe that the CAFA Notice pursuant to the procedures described in this section comply with the requirements of CAFA; will seek approval of these procedures for CAFA Notice in Plaintiff’s motion for preliminary approval of the Settlement; and will request the Court to adjudicate the validity of the CAFA Notice in the motion for final approval of the Settlement and bar any Class Member’s claim to void or avoid the Settlement under CAFA.

**12. Final Approval.** No later than thirty-five (35) calendar days prior to the expiration of the Response Deadline and no later than ten (10) calendar days after the Class Notice has been mailed to Class Members, Class Counsel will be responsible for submitting a motion for award of attorneys’ fees to the Court. Following the Response Deadline and no later than thirty-five (35) calendar days prior the Final Approval Hearing, Plaintiff and Class Counsel will be responsible for drafting and submitting the motion seeking final approval of the Settlement to the Court. Class Counsel shall provide a draft for review and input to Defense Counsel within a reasonable period of time no less than three (3) court days prior to its filing. Plaintiff shall apply to the Court for entry of an order and judgment granting final approval of the Settlement, in a form agreed upon by the Parties and subject to the Court’s approval (the “Final Approval Order and Judgment”), as follows:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Making final the conditional certification of the Settlement Class for settlement purposes only;
- C. Approving Plaintiff’s and Class Counsel’s application for Attorneys’ Fees and Costs, and the Class Representative Enhancement Payment; and
- D. Entering judgment.

**13. Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code section 1152 and Federal Rules of Evidence, Rules 408 and 501, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement.

**14. Nullification of Settlement Agreement.** In the event that this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims described herein:

- A. This Settlement Agreement shall be *void ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural, except that any fees and costs already incurred by the Settlement Administrator shall be paid by Defendant;
- B. The conditional class certification (obtained for any purpose) shall be *void ab initio* and of no force and effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
- C. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Lawsuit, including with respect to the issue of class certification.

**15. Certification of the Settlement Class.** The Parties stipulate to conditional class certification for the Class Period for purposes of settlement only. In the event that this stipulation is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein, the conditional class certification (obtained for any purpose) shall be *void ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issues, substantive or procedural, regarding class- or representative-action treatment, or regarding the merits (or lack thereof) of the claims asserted in the Lawsuit.

**16. Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by counsel for the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

**17. Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Thomas M. McInerney, Ogletree, Deakins, Nash, Smoak & Stewart,  
P.C.  
One Embarcadero Center, Suite 900, One Market Plaza, San  
Francisco, California 94111  
Thomas.McInerney@ogletree.com

if to Plaintiff: Edwin Aiwazian, Lawyers *for* Justice, PC  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
edwin@calljustice.com

**18. Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

**18. Counterparts.** This Settlement Agreement may be executed by one or more Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

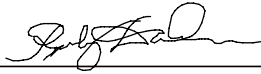
**IN WITNESS WHEREOF**, this Settlement Agreement is executed by and on behalf of the settling parties and their duly authorized attorneys, as of the day and year herein set forth.

**IT IS SO AGREED.**

Dated: 02/18/2022, 2022

PLAINTIFF

Electronically Signed 2022-02-19 04:23:31 UTC - 136.25.32.169  
Nitrox AssureSign® 193e97c5-1206-478e-b8c6-aa4001717630



Ruby Danielsson  
Plaintiff and Proposed Class Representative

Dated: \_\_\_\_\_, 2022

DEFENDANT

\_\_\_\_\_  
Bhavi Shah  
Executive Vice President, Chief Legal Officer, General  
Counsel & Assistant Secretary  
Vitalant

**APPROVED AS TO FORM:**

DATED: \_\_\_\_\_, 2022

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

By: \_\_\_\_\_

Thomas M. McInerney

Attorney for Defendant

DATED: 02/22/2022, 2022

LAWYERS FOR JUSTICE, PC

By:  \_\_\_\_\_

Edwin Aiwazian

Attorney for Plaintiff

**18. Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

**18. Counterparts.** This Settlement Agreement may be executed by one or more Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**IN WITNESS WHEREOF,** this Settlement Agreement is executed by and on behalf of the settling parties and their duly authorized attorneys, as of the day and year herein set forth.

**IT IS SO AGREED.**

Dated: \_\_\_\_\_, 2022

PLAINTIFF

\_\_\_\_\_  
Ruby Danielsson  
Plaintiff and Proposed Class Representative

Dated: February 21, 2022


DEFENDANT

  
\_\_\_\_\_  
Bhavi Shah  
Executive Vice President, Chief Legal Officer, General  
Counsel & Assistant Secretary  
Vitalant

**APPROVED AS TO FORM:**

DATED: February 22, 2022

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

By:   
\_\_\_\_\_  
Thomas M. McInerney  
Attorney for Defendant

DATED: \_\_\_\_\_, 2022

LAWYERS FOR JUSTICE, PC

By: \_\_\_\_\_  
Edwin Aiwazian  
Attorney for Plaintiff



# **EXHIBIT A**

## **NOTICE OF CLASS ACTION SETTLEMENT**

*Ruby Danielsson v. Blood Centers of the Pacific, et al.*  
United States District Court for the Northern District of California,  
Case No. 3:19-cv-04592-JCS

You have received this Notice because records of Vitalant f/k/a Blood Systems, Inc. formerly d/b/a Blood Centers of the Pacific (“Defendant”) indicate that you were a non-exempt employee of Vitalant working for Blood Centers of the Pacific, BloodSource, Inc. and/or Vitalant at any time during the time period between March 29, 2015 to and including October 15, 2020, who worked for Vitalant’s operations in the State of California at operations and sites formerly known as Blood Centers of the Pacific.

You do not need to take any action to receive an Individual Settlement Payment and Individual PAGA Payment and, unless you submit a timely and valid Request for Exclusion, your legal rights may be affected.

This Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, if you so choose.

**PLEASE READ THIS NOTICE CAREFULLY.** This Notice relates to a proposed settlement of a class action lawsuit. It contains important information about your right to object to or not be included in the settlement.

The United States District Court for the Northern District of California (the “Court”), in the case of *Ruby Danielsson v. Blood Centers of the Pacific, et al.*, United States District Court for the Northern District of California, Case No. 3:19-cv-04592-JCS (the “Action”) preliminarily approved a proposed class action settlement on **[Preliminary Approval Date]**. A hearing shall be held on **[Final Approval Hearing Date]** (“Final Approval Hearing”) to determine whether final approval of the class action settlement should be granted.

**YOU ARE NOTIFIED THAT:** A proposed class action settlement has been reached between Plaintiff Ruby Danielsson (“Plaintiff”) and Vitalant f/k/a Blood Systems, Inc. formerly d/b/a Blood Centers of the Pacific (erroneously sued as Blood Centers of the Pacific and Blood Systems) (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) in the Action, which may affect your legal rights.

### **I. DEFINITIONS**

“**Class**” means all current and former non-exempt employees of Vitalant working for Blood Centers of the Pacific, BloodSource, Inc. and/or Vitalant at any time during the Class Period, who worked for Vitalant’s operations in the State of California at operations and sites formerly known as Blood Centers of the Pacific.

“**Class Member**” means an individual who falls within the definition of the Class.

“**Class Period**” means the period from March 29, 2015 to and including October 15, 2020.

### **II. BACKGROUND OF THE LAWSUIT**

The Action was commenced on March 29, 2019, in the Superior Court of the State of California, County of San Francisco. Defendant removed the case to federal court, where it is currently pending. The First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. (“FAC” or Operative Complaint”) was filed on June 4, 2021. Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, failed to provide compliant meal breaks and rest breaks and associated premiums, failed to timely pay wages and associated waiting-time penalties, failed to provide accurate wage statements, failed to maintain payroll records, failed to reimburse business expenses, and thereby, engaged in unfair business practices and conduct giving rise to penalties under the California Labor Code Private Attorneys General Act (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, attorneys’ fees and costs and any damages recoverable under federal, state or local law for such alleged conduct.

Defendant denies all of the allegations in the Action. Defendant denies that it violated any law and Defendant contends that at all times it has complied with federal, state, and local laws.

The Parties participated in a full-day mediation with a respected class action mediator, and as a result of the mediation, the Parties reached a settlement. The Parties have since entered into the First Amended Stipulation of Settlement of Class Action and Release of Claims (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on [Preliminary Approval Date]. The Court has preliminarily appointed Plaintiff Ruby Danielsson as the representative of the Class (“Class Representative”), and has preliminarily appointed the following Plaintiff’s counsel as counsel for the Class (“Class Counsel”)

**Lawyers for Justice, PC**  
Edwin Aiwazian, Esq.  
Arby Aiwazian, Esq.  
Joanna Ghosh, Esq.  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from or object to the settlement, if you so choose, as explained more fully in Section IV below.

The Settlement represents a compromise and settlement of highly disputed claims, and it is not an expression by the Court of an opinion concerning the merits of any claim or defense or the truth of any of the allegations in the Action. Nothing in the Settlement is intended or will be construed as an admission by the Defendant that the claims in the Action have merit or that the Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The maximum settlement consideration is Two Million Three Hundred Thousand Dollars (\$2,300,000) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) is referred to as the “Net Settlement Amount.”

The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$805,000 of \$2,300,000) for attorneys’ fees and an amount not to exceed Fifty Thousand Dollars (\$50,000) for reimbursement of reasonable litigation costs and expenses to Class Counsel; (2) Class Representative Enhancement Payment in the amount of Eight Thousand Five Hundred Dollars (\$8,500) to Plaintiff for her services in the Action; (3) the amount of Two Hundred Fifty Thousand Dollars (\$250,000) that is allocated to penalties under PAGA (“PAGA Penalties”); and (4) Settlement Administration Fees and Costs (which are currently estimated not to exceed \$15,000). The PAGA Penalties will be distributed 75% (\$187,500) to the Labor and Workforce Development Agency (“LWDA Payment”) and the remaining 25% (i.e., \$62,500) will be distributed to Class Members on a *pro rata* basis based on their Workweeks (“Employee PAGA Amount”).

Settlement Class Members will be entitled to receive payment under the Settlement of their share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks that he or she worked for Defendant as a non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks worked by all Class Members to yield the “Workweeks Value,” and multiplied each Class Member’s individual number of Workweeks by the Workweeks Value to yield his or her Individual Settlement Payment.

Each Individual Settlement Payment shall be allocated as twenty percent (20%) as wages (“wages portion”), and eighty percent (80%) as penalties, interest, and non-wage damages (collectively, the “non-wage portion”). Settlement Class Members will be issued payment of their Individual Settlement Payment after reduction for required employee-side taxes, contributions, and withholdings with respect to the wages portion of the Individual Settlement Payment. The wages portion will be reported by way of IRS Form W-2 and the non-wage portion will be reported by way of IRS Form 1099.

All Class Members, regardless of whether they submit a Request for Exclusion, are also eligible to receive payment under the Settlement of their *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”).

The Settlement Administrator has divided the Employee PAGA Amount by the total number of Workweeks worked by all Class Members to yield the “PAGA Workweeks Value,” and multiplied each Class Member’s individual number of Workweeks by the PAGA Workweeks Value to yield his or her Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to each Settlement Class Member and Individual PAGA Payments will be mailed to each Class Member at his or her address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must make sure to provide your correct mailing address to the Settlement Administrator in a timely fashion, to ensure receipt of payment that you may be entitled to.**

**B. Your Workweeks Based on Defendant’s Records**

According to Defendant’s records:

**Between March 29, 2015 to and including October 15, 2020, you worked for Defendant (i.e., Blood Centers of the Pacific, BloodSource, Inc. and/or Vitalant) as a non-exempt employee for [REDACTED] Workweeks.**

If you wish to dispute the number of Workweeks credited to you, you must mail a written dispute (“Workweeks Dispute”) to the Settlement Administrator, postmarked **no later than [Response Deadline]**, at the address listed in Section IV.B below.

The Workweeks Dispute must include: (a) your full name, address, telephone number, and last four digits of your Social Security Number; (b) the case name and number of the Action (*Ruby Danielsson v. Blood Centers of the Pacific, et al.*, Case No. 3:19-cv-04592-JCS); (c) be signed by you; (d) a statement indicating that you seek to dispute number of Workweeks credited to you and the number of Workweeks that you contend should be credited to you; and (e) documentation and/or other facts supporting your position.

**C. Your Estimated Individual Settlement Payment and Individual PAGA Payment**

As explained above, your estimated Individual Settlement Payment and Individual PAGA Payment is based on your number of Workweeks.

**Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[Estimated ISP].**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[Estimated IPP].**

Your Individual Settlement Payment and Individual PAGA Payment reflected on this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment may be higher or lower than estimated. Your

Individual Settlement Payment is subject to reduction for required employee-side payroll taxes, contributions, and withholdings with respect to the wages portion of the Individual Settlement Payment. Payments will be distributed only after the Court approves the Settlement, and after the Settlement goes into effect.

**D. Released Claims**

As of the Effective Date, Plaintiff and every member of the Settlement Class will release and discharge Defendant Vitalant f/k/a Blood Systems, Inc. formerly d/b/a Blood Centers of the Pacific, including its past and present parents, subsidiaries and affiliates, and any of their respective past or present predecessors, assigns, representatives, officers, trustees, directors, members, shareholders, employees, agents, principals, representatives, accountants, auditors, attorneys, consultants, and each of their respective successors and predecessors in interest (collectively the “Released Parties”) from all causes of action and factual or legal theories that were alleged in the Operative Complaint or reasonably could have been alleged in the Operative Complaint based on the facts and legal theories contained in the Operative Complaint, including all of the following claims for relief: (1) overtime pay; (2) meal period violation premium pay; (3) rest period violation premium pay; (4) minimum wage pay; (5) waiting time penalties for failure to pay all wages owed at termination; (6) statutory penalties for failure to timely pay wages during employment, (7) statutory penalties for non-compliant wage statements; (8) failure to keep payroll records; (9) unreimbursed business expenses; (10) violations of California’s unfair business practices law; (11) civil penalties under the Labor Code Private Attorneys General Act (“PAGA”) based on the afore-referenced claims; (12) any other claims or penalties under the wage and hour laws pleaded in the Action based on the afore-referenced claims and as alleged in the Operative Complaint; and (13) all damages, penalties, interest and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including but not limited to the California Labor Code as to the facts alleged in the Action, the applicable Wage Orders as to the facts alleged in the Operative Complaint, and the California Unfair Competition Law (collectively, the “Released Claims”). The period of the release shall extend to the limits of the Class Period.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to receive money from the Settlement, you do not have to do anything.** You will automatically receive your Individual Settlement Payment as indicated above in this Notice, if the Court grants final approval of the Settlement, unless you decide to exclude yourself from the Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the claims described above in Section III.D of this Notice. As a member of the Class, you will not be separately responsible for the payment of attorney’s fees or reimbursement of litigation expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses. All Class Members will receive their Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

**B. Request Exclusion from the Settlement**

If you do not wish to participate in the Settlement, you may seek exclusion from the Settlement by mailing a written request for exclusion (“Request for Exclusion”) to the Settlement Administrator, postmarked **on or before [Response Deadline]**, at the following address:

Danielsson v. Blood Centers of the Pacific, et al.  
c/o [ADMIN]  
[Address]

A Request for Exclusion must include: (a) your full name, address, telephone number, and last four digits of your Social Security number; (b) your signature; (c) the case name and number of the Action (*Ruby Danielsson v. Blood Centers of the Pacific, et al.*, Case No. 3:19-cv-04592-JCS); and (d) clearly state that you wish to be excluded from the Settlement.

If the Court grants final approval of the Settlement, any Class Member who timely and properly elects to opt out of the Settlement will not be entitled to receive an Individual Settlement Payment, will not be bound by the Settlement Agreement (and the release of claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the

Settlement. However, all Class Members will receive their Individual PAGA Payment, regardless of whether they submit a Request for Exclusion

Any Class Member who does not timely and properly elect to opt out from the Settlement by submitting a Request for Exclusion will be bound by all terms of the Settlement, including those pertaining to the release of claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

### **C. Object to the Settlement**

You can object to the terms of the Settlement by submitting a written objection to the Court (“Notice of Objection”). Pursuant to the Court’s procedures, the Notice of Objection will be scanned and processed as a filing which Class Counsel and Defendant’s Counsel will be given electronic notice of by the Court’s electronic case filing and case management system. To be complete, any Notice of Objection must be submitted to the Court either by mailing it to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102 or by filing it in person at any location of the United States District Court for the Northern District of California, postmarked or filed-stamped **on or before the [Response Deadline]**. You can only submit a Notice of Objection as long as you have not submitted a Request for Exclusion. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement.

A Notice of Objection must include: (a) your full name, address, telephone number, and last four digits of your Social Security number; (b) your signature; (c) the case name and number of the Action (*Ruby Danielsson v. Blood Centers of the Pacific, et al.*, Case No. 3:19-cv-04592-JCS); and (d) a written statement of the basis for the objection.

If you choose to submit a Notice of Objection, you may (but are not required to) enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney. If you choose to have your own attorney, you will be solely responsible for the fees and costs of your own attorney. You do not need to appear to have your Notice of Objection considered by the Court. You may also present your objection orally at the Final Approval Hearing regardless of whether you have submitted a Notice of Objection.

### **V. FINAL APPROVAL HEARING**

The Court will hold a hearing on **[Final Approval Date]**, at **[Time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to rule on the request for payment of Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Fees and Costs. Class Members may appear at the Final Approval Hearing via Zoom. Instructions are provided by the Court at <https://www.cand.uscourts.gov/judges/sperojoseph-c-jcs/>.

The hearing may be continued without further notice to the Class Members. Please check the Court’s PACER site at <https://ecf.cand.uscourts.gov> to confirm that the date has not been changed. It is not necessary for you to appear at the Final Approval Hearing.

### **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court. You may review the Settlement Agreement, the Motion for Attorneys’ Fees and Costs, and other court records by using Public Access to Court Electronic Records System (“PACER”) (for a fee) through the Court’s PACER system at <https://ecf.cand.uscourts.gov> or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays, contacting the Settlement Administrator or Class Counsel, or by accessing them at [www.](http://www.) **[redacted]**. This website will be updated periodically to update the Class on any developments in the case.

PLEASE **DO NOT** TELEPHONE THE COURT OR OFFICE OF THE CLERK OF THE COURT FOR INFORMATION REGARDING THE SETTLEMENT.

YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER IF YOU HAVE QUESTIONS: **[Administrator's toll-free number]**.

YOU MAY ALSO CONTACT CLASS COUNSEL IF YOU HAVE ANY QUESTIONS.

# **EXHIBIT B**





**OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.**

*Attorneys at Law*

One Embarcadero Center, Suite 900  
San Francisco, CA 94111  
Telephone: 415-442-4810  
Facsimile: 415-442-4870  
www.ogletree.com

Thomas M. McInerney  
415-442-4871  
Thomas.McInerney@ogletree.com

**Date**

<<Name>>  
<<Company>>  
<<Address 1>>  
<<Address2>>  
<<City, State Zip>>

**Re: Class Action Fairness Act Notice**

*Danielsson v. Vitalant f/k/a Blood Systems, Inc. formerly d/b/a Blood Centers of the Pacific (erroneously sued as Blood Centers of the Pacific and Blood Systems)*  
United States District Court for the Northern District of California  
Case No. 3:19-cv-04592

Dear Attorney General:

You are hereby notified that a potential settlement has been reached and is awaiting preliminary approval in the matter of *Danielsson v. Vitalant f/k/a Blood Systems, Inc. formerly d/b/a Blood Centers of the Pacific (erroneously sued as Blood Centers of the Pacific and Blood Systems)*, Case No. 3:19-cv-04592, before Joseph C. Spero, Chief Magistrate Judge of the U.S. District Court for the Northern District of California. Enclosed with this notice is a copy of the following documents in accordance with 28 U.S.C. § 1715:

- Plaintiff’s Complaint filed in the Action;
- Plaintiff’s Motion for Preliminary Approval of Settlement;
- First Amended Stipulation of Settlement of Class Action and Release of Claims (“Settlement Agreement”);
- Proposed Preliminary Approval Order, to be entered by the Court preliminarily approving the terms of the Settlement Agreement;
- Notice of Class Action Settlement

For settlement purposes, the class is defined as follows:

All current and former non-exempt employees of Vitalant working for Blood Centers of the Pacific, BloodSource, Inc. and/or Vitalant at any time during the period from March 29, 2015 to and including October 15, 2020 (the “Class Period”), who worked



**OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.**

*Attorneys at Law*

One Embarcadero Center, Suite 900  
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Facsimile: 415-442-4870  
www.ogletree.com

for Defendant's operations in the State of California at operations and sites formerly known as Blood Centers of the Pacific.

The Class Period for this matter means *the period from March 29, 2015 to and including October 15, 2020*. The majority of the class members reside in California. Pursuant to 28 U.S.C. § 1715(b)(7)(A), a list of known class member names whose last known state of residence is in your state is included **[on the enclosed thumb drive]**.

Defendant will fund the Gross Settlement Amount in the total amount of \$2,300,000.00 to cover all Individual Settlement Payments, Class Representative Enhancement Payment, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Fees and Costs to the Settlement Administrator. Each Class Member, who does not opt out of the Settlement, will receive a pro rata share of the Net Settlement Amount based on the number of Workweeks the Class Member worked during the Class Period. \$250,000 of the Gross Settlement Amount shall be allocated as civil penalties pursuant to the Private Attorneys General Act, California Labor Code section 2698, *et seq.*

Lastly, there is not yet a judgment, final dismissal, or any judicial opinion regarding the remaining materials described under 28 U.S.C. § 1715(b)(6), (b)(8). (28 U.S.C. § 1715(b)(6), (b)(8)). There is also no date yet for the Final Approval Hearing.

If you have any questions, please feel free to contact me directly.

Sincerely,

Thomas M. McInerney

TMM:bt

Enclosures