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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

RUBY DANIELSSON, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

BLOOD CENTERS OF THE PACIFIC, a California corporation; BLOOD SYSTEMS, an unknown business entity; VITALANT, an unknown business entity; and DOES 2 through 100, inclusive,

Defendants.

Case No.: 3:19-cv-04592-JCS

Honorable Joseph C. Spero

**CLASS ACTION**

**~~[REVISED PROPOSED]~~ ORDER  
GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Complaint Filed:	March 29, 2019
FAC Filed:	June 4, 2021
Trial Date:	None Set

1 This matter has come before the above-entitled Court on Plaintiff Ruby Danielsson's  
2 ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement. Having considered the  
3 Motion and the points and authorities and declaration submitted in support of the Motion, including  
4 the First Amended Stipulation of Settlement of Class Action and Release of Claims ("Settlement,"  
5 "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, on behalf of herself  
6 and the proposed Class, and Defendant Vitalant, f/k/a Blood Systems, Inc. formerly d/b/a Blood  
7 Centers of the Pacific ("Defendant"), the proposed Notice of Class Action Settlement ("Class  
8 Notice"), and the proposed Class Action Fairness Act Notice ("CAFA Notice"), and **GOOD**  
9 **CAUSE** appearing, **IT IS ORDERED** that the Motion is **GRANTED**, subject to the following  
10 findings and orders:

11 1. This Order incorporates by reference the definitions in the Settlement Agreement,  
12 which, together with the exhibits annexed thereto, set forth the terms and conditions for a proposed  
13 settlement of the above-captioned action ("Action"), and all terms defined therein shall have the same  
14 meaning in this Order as set forth in the Settlement Agreement.

15 2. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,  
16 and reasonable. It appears to the Court that extensive investigation and research have been  
17 conducted such that counsel for the parties, at this time, are able to reasonably evaluate their  
18 respective positions. It further appears to the Court that the Settlement, at this time, will avoid  
19 substantial additional costs by all parties, as well as avoid the delay and risks that would be presented  
20 by the further prosecution of the Action. It further appears that the Settlement has been reached as  
21 the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in  
22 good faith.

23 3. The Court preliminarily finds that the Settlement, which provides for a Gross  
24 Settlement Amount of Two Million Three Hundred Thousand Dollars (\$2,300,000) appears to be  
25 within the range of reasonableness of a settlement that could ultimately be given final approval by  
26 this Court. The Gross Settlement Amount includes Attorneys' Fees and Costs, Class Representative  
27 Enhancement Payment, LWDA Payment, Settlement Administration Fees and Costs, Individual  
28 Settlement Payments, and Individual PAGA Payments. The Court has reviewed the monetary

1 recovery that is being granted as part of the Settlement and preliminarily finds that the monetary  
2 settlement awards which will be distributed to the Class are fair, adequate, and reasonable when  
3 balanced against the probable outcome of further litigation relating to certification, liability, and  
4 damages issues. The Court hereby preliminarily approves the Settlement Agreement.

5 4. For settlement purposes only, the Court hereby conditionally certifies the following  
6 Class:

7 All current and former non-exempt employees of Vitalant working for Blood Centers  
8 of the Pacific, BloodSource, Inc., and/or Vitalant at any time during the period from  
9 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.

10 5. The Court finds that Plaintiff Ruby Danielsson is a suitable representative of the  
11 Class and hereby appoints her as representative for the Class conditionally certified by this Order.

12 6. The Court hereby appoints Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of  
13 Lawyers *for* Justice, PC as counsel for the Class, pursuant to Federal Rule of Civil Procedure 23(g).  
14 The Court finds Class Counsel has demonstrable experience in litigating, certifying, and settling  
15 class actions, and will serve as adequate counsel for the Class conditionally certified by this Order.

16 7. Class Counsel is authorized to act on behalf of Class Members with respect to all  
17 acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts  
18 reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance  
19 through counsel of such individual’s own choosing and at such individual’s own expense. Any Class  
20 Member who does not enter an appearance or appear on his or her own will be represented by Class  
21 Counsel.

22 8. The Court hereby appoints Phoenix Settlement Administrators (“Phoenix”) as the  
23 Settlement Administrator to administer the Settlement pursuant to the terms of the Settlement.

24 9. Pursuant to California Labor Code section 2699(1), the Court has reviewed and  
25 hereby preliminarily approves the sum of Two Hundred Fifty Thousand Dollars (\$250,000) of the  
26 Gross Settlement Amount to be paid as civil penalties pursuant to the California Labor Code Private  
27 Attorneys General Act (“PAGA Penalties”). The Court preliminarily approves payment of seventy-  
28 five percent (75%) of the PAGA Penalties, in the amount of One Hundred Eighty-Seven Thousand

1 Five Hundred Dollars (\$187,500), to the Labor and Workforce Development Agency (“LWDA  
2 Payment”) and payment of the remaining twenty-five percent (25%) of the PAGA Penalties, in the  
3 amount of Sixty-Two Thousand Five Hundred Dollars (\$62,500), to all Class Members regardless  
4 of whether they have submitted a Request for Exclusion (“Employee PAGA Amount”).

5 10. The Court hereby approves, as to form and content, the Class Notice, attached hereto  
6 as “**EXHIBIT 1**”, for distribution to the Class Members, in accordance with the Settlement  
7 Agreement. The Court finds that the proposed plan for distribution of the Class Notice substantially  
8 in the manner and form as set forth in the Settlement Agreement and this Order meets the  
9 requirements of Federal Rule of Civil Procedure 23(e) and due process, is the best notice practicable  
10 under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.  
11 The Court further finds that the Class Notice appears to fully and accurately inform the Class  
12 Members of all material elements of the Settlement and how to seek exclusion from the Settlement  
13 or object to the Settlement.

14 11. The Court hereby approves, as to form and content, the CAFA Notice, attached  
15 hereto as “**EXHIBIT 2**”, that has been distributed by Defendant to the Attorney General of the  
16 United States, the Attorney General of the State of California, and the Attorney General of the State  
17 of Arizona, in accordance with the Settlement Agreement. The Court finds that the distribution of  
18 the CAFA Notice satisfies the notice requirements for a proposed settlement pursuant to the Class  
19 Action Fairness Act of 2005 (“CAFA”), 28 U.S. C. § 1715, and constitutes due and sufficient notice  
20 in accordance therewith.

21 12. Within twenty (20) business days from the date of entry of this Order, Defendant  
22 will provide the Settlement Administrator with the Class Data, as outlined in the Settlement  
23 Agreement. Within seven (7) calendar days from receipt of the Class Data, the Settlement  
24 Administrator shall: (i) run the names of all Class Members through, and thereby conduct a search  
25 of, the National Change of Address (“NCOA”) database to determine any updated addresses for  
26 Class Members; (ii) update the addresses of any Class Members for whom an updated address was  
27 found through the NCOA search; and (iii) mail a Class Notice via First Class U.S. mail to each Class  
28 Member at his or her last known address or at the updated address found through the NCOA search,

1 and retain proof of mailing.

2 13. The Court preliminary approves the proposed procedures for Settlement Class  
3 Members (i.e., Class Members who do not submit a timely and valid Request for Exclusion) to be  
4 issued payment of a *pro rata* share of the Net Settlement Amount (i.e., an Individual Settlement  
5 Payment) and for all Class Members to be issued a *pro rata* share of the Employee PAGA Amount  
6 (i.e., an Individual PAGA Payment).

7 14. The Court preliminarily approves the proposed procedure for requesting exclusion  
8 from the Settlement. Any Class Member who wishes to opt out of the Settlement must mail a written  
9 request to be excluded from the Settlement (“Request for Exclusion”) to the Settlement  
10 Administrator on or before the date that is forty-five (45) calendar days of the date of the initial  
11 mailing of the Class Notice (“Response Deadline”). The Request for Exclusion must: (1) contain  
12 the full name, address, telephone number, and last four digits of the Social Security number of the  
13 Class Member; (2) be signed by the Class Member; (3) contain the case name and number of the  
14 Action; (4) clearly state that the Class Member wishes to be excluded from the Settlement; and (5)  
15 be mailed to the Settlement Administrator at the addresses specified in the Class Notice, postmarked  
16 by the Response Deadline. Any Class Member who submits a timely and valid Request for  
17 Exclusion will not be bound by the terms of the Settlement.

18 15. The Court preliminary approves the proposed procedure for objecting to the  
19 Settlement. Class Members who have not submitted a timely and valid Request for Exclusion  
20 (“Settlement Class Members”), may object to the Settlement by submitting a written objection to  
21 the Court (“Notice of Objection”) on or before the Response Deadline. To be complete, any Notice  
22 of Objection must be submitted to the Court either by mailing it to the Class Action Clerk, United  
23 States District Court for the Northern District of California, 450 Golden Gate Avenue, San  
24 Francisco, California 94102 or by filing it in person at any location of the United States District  
25 Court for the Northern District of California, postmarked or file-stamped on or before the Response  
26 Deadline, and must: (1) contain the full name, address, telephone number, and last four digits of the  
27 Social Security number of the Class Member; (2) be signed by the Class Member; (3) contain the  
28 case name and number of the Action; and (4) contain a written statement of the basis for the

1 objection. Settlement Class Members may also present their objection to the Settlement orally at  
2 the Final Approval Hearing regardless of whether they have submitted a Notice of Objection.

3 16. Class Members to whom Class Notices are re-mailed after having been returned as  
4 undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date  
5 of re-mailing, or until the Response Deadline, whichever is later, to submit a Request for Exclusion,  
6 Notice of Objection, and/or Workweeks Dispute.

7 17. The Court orders the following schedule for further proceedings:

8 a.	Preliminary approval:	The date of this Order.
9 c.	Deadline for Defendant to provide Class Data to Settlement Administrator:	<u>May 6</u> , 2022 <i>(Date that is twenty (20) business days from the date of this Order)</i>
10 d.	Deadline to mail Class Notice to Class Members:	<u>May 13</u> , 2022 <i>(Date that is seven (7) calendar days from deadline for Defendant to provide Class Data to Settlement Administrator)</i>
11 e.	Response Deadline (i.e., the deadline for Class Members to submit a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute):	<u>June 27</u> , 2022 <i>(Date that is forty-five days (45) calendar days from the deadline to mail the Class Notice; in the case of a re-mailed Class Notice, the deadline is fourteen (14) calendar days from the date of re-mailing of the Class Notice or the Response Deadline, whichever is later.)</i>
12 f.	Deadline for Class Counsel to file Motion for Attorneys' Fees and Costs	<u>May 23</u> , 2022 <i>(Date that is thirty-five (35) calendar days prior to the Response Deadline.)</i>
13 g.	Deadline for Class Counsel to file Motion for Final Approval of Class Action Settlement, Class Representative Service Award, and Settlement Administration Fees and Costs	<u>July 25</u> , 2022 <i>(Date that is thirty-five (35) calendar days prior to the Final Approval Hearing.)</i>
14 h.	Final Approval Hearing	<u>August 19</u> , 2022 at <u>9:30</u> a.m./ <del>p.m.</del> on Zoom.

1           18.           A Final Approval Hearing shall be held before Honorable Joseph C. Spero, whose  
2 courtroom is physically located in Courtroom F of the United States District Court of the Northern  
3 District of California, at the San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco,  
4 California 94102, on August 19, 2022, at 9:30 a.m., to determine all necessary matters  
5 concerning the Settlement, including: whether the proposed settlement of the Action on the terms  
6 and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally  
7 approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein;  
8 whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and  
9 reasonable to the Class Members; and to approve and award the Attorneys' Fees and Costs, Class  
10 Representative Enhancement Payment, and Settlement Administration Fees and Costs. Instructions  
11 for appearing remotely for court hearings are provided by the Court at  
12 <https://www.cand.uscourts.gov/judges/spero-joseph-c-jcs/>.

13           19.           As of the date this Order is signed, all dates and deadlines associated with the Action  
14 shall be stayed, other than those contemplated herein and in the Settlement Agreement and pertaining  
15 to the administration of the Settlement.

16           20.           The Court reserves the right to adjourn or continue the date of the Final Approval  
17 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class  
18 Members and retains jurisdiction to consider all further applications arising out of or connected with  
19 the proposed Settlement.

20           **IT IS SO ORDERED.**

21  
22           Dated: April 8, 2022

By:



\_\_\_\_\_  
The Honorable Joseph C. Spero  
Judge of the United States District Court

# **EXHIBIT 1**



**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/spero-joseph-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. \[REDACTED\]](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 2**





**SMOAK & STEWART, P.C.**

*Attorneys at Law*

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

**Date**

<<Name>>  
<<Company>>  
<<Address1>>  
<<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





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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. **The final approval hearing is scheduled**

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

Sincerely,

Thomas M. McInerney

TMM:bt

Enclosures