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FILED
Superior Court of California
County of Los Angeles

02/04/2025

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGrené Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MICHAEL KWAO, SARAH WALTERS,
individually, and on behalf of other members
of the general public similarly situated;
AARON CANO, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

OCTAPHARMA PLASMA, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No. 21STCV06981

Honorable Carolyn B. Kuhl
Department SSC12

CLASS ACTION

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGEMENT**

Date: February 4, 2025
Time: 10:30 a.m.
Department: SSC12

Complaint Filed: February 23, 2021
FAC Filed: November 12, 2021
SAC Filed: December 11, 2023
Trial Date: None Set

1 This matter has come before the Honorable Carolyn B. Kuhl in Department 12 of the
2 above-entitled Court, located at 312 North Spring Street, Los Angeles, California, 90012, on
3 Plaintiffs Michael Kwao, Sarah Walters, and Aaron Cano’s (together, “Plaintiffs”) Motion for
4 Final Approval of Class Action Settlement, Class Counsel Fees Payment, Class Counsel Litigation
5 Expenses Payments, and Class Representative Service Payment (“Motion for Final Approval”).
6 Lawyers *for* Justice, PC appeared on behalf of Plaintiffs, and Gordon Rees Scully Mansukhani,
7 LLP appeared on behalf of Defendant Octapharma Plasma, Inc. (“Defendant”).

8 On September 9, 2024, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
10 of the above-entitled action (“Action”) in accordance with the First Amended Class Action and
11 PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”), which,
12 together with the exhibits annexed thereto set forth the terms and conditions for settlement of the
13 Action.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
19 Settlement Agreement.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
24 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
25 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
26 hereby defined to include:

27 All current and former hourly-paid or non-exempt employees of Defendant
28 who were employed by Defendant in California at any time during the
period from and including February 23, 2017 through February 5, 2024

1 (“Class” or “Class Members”).

2 4. The Court Approved Notice of Class Action and PAGA Settlement and Hearing
3 Date for Final Court Approval of Settlement (“Class Notice”) that was provided to the Class
4 Members, fully and accurately informed the Class Members of all material elements of the
5 Settlement and of their opportunity to participate in the Settlement, object to or comment on the
6 Class Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable
7 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied
8 fully with the laws of the State of California, the United States Constitution, due process, and other
9 applicable law. The Class Notice fairly and adequately described the Settlement and provided the
10 Class Members with adequate instructions and a variety of means to obtain additional information.

11 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
12 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
13 specifically, the Court finds that the Settlement was reached following meaningful discovery and
14 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
15 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
16 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
17 Court has considered all of the evidence presented, including evidence regarding the strength of
18 Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration of
19 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
20 completed; and the experience and views of Class Counsel. The Court has further considered the
21 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the Court
22 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
23 the following terms and conditions.

24 6. A full opportunity has been afforded to the Class Members to participate in the
25 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
26 heard. The Court also finds Class Members also have had a full and fair opportunity to exclude
27 themselves from the Class Settlement. Accordingly, the Court determines that all Class Members
28 who have not submitted a timely and valid Request for Exclusion from the Class Settlement

1 (“Participating Class Members”), are bound by the Class Settlement and by this order and
2 judgment (“Final Approval Order and Judgment”), and the State of California and all current and
3 former hourly-paid/non-exempt and salary-paid/exempt-classified employees of Defendant who
4 were employed by Defendant in California at any time during the period from and including
5 October 24, 2021 through February 5, 2024 (“PAGA Members”) are bound by the PAGA
6 Settlement and this Final Approval Order and Judgment.

7 7. The Court finds that allocation of \$100,000.00 toward penalties under the
8 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and
9 appropriate, and hereby approved. The Administrator shall distribute the PAGA Penalties as
10 follows: the amount of \$75,000.00 to the California Labor and Workforce Development Agency
11 (“LWDA PAGA Payment”), and the amount of \$25,000.00 to be distributed to the PAGA
12 Members, in accordance with the terms and methodology set forth in the Agreement.

13 8. The Court finds that payment of Administration Costs in the amount of \$15,950.00
14 is appropriate for the services performed and costs incurred and to be incurred for the notice and
15 settlement administration process. It is hereby ordered that the Administrator, ILYM Group, Inc.,
16 shall issue payment to itself in the amount of \$15,950.00, in accordance with the terms and
17 methodology set forth in the Agreement.

18 9. The Court finds that the Class Representative Service Payments sought are fair and
19 reasonable for the work performed by Plaintiffs on behalf of the Class. It is hereby ordered that
20 the Administrator issue payment in the amount of ~~\$12,000.00~~ ^{À È €€€€} to each Plaintiff, for a total of
21 \$36,000.00, for their Class Representative Service Payments, according to the terms and
22 methodology set forth in the Agreement.

23 10. The Court finds that the requested Class Counsel Fees Payment in the amount of
24 \$466,666.67 to Class Counsel falls within the range of reasonableness, and the results achieved
25 justify the award sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and
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appropriate, and are hereby approved. It is hereby ordered that the Administrator issue payment in
27 the amount of \$466,666.67 to Class Counsel for attorneys’ fees, in accordance with the terms and
28 methodology set forth in the Agreement.

1 11. The Court finds that the requested Class Counsel Litigation Expenses Payment of
2 \$29,048.79 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
3 Administrator issue payment in the amount of \$29,048.79 to Class Counsel for reimbursement of
4 litigation costs and expenses, in accordance with the terms and methodology set forth in the
5 Agreement.

6 12. The Court hereby orders that upon the Effective Date and full funding of the Gross
7 Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the
8 Individual Class Settlement Shares), Plaintiffs and all Participating Class Members shall be
9 conclusively determined to have given a release of any and all Released Class Claims against the
10 Released Parties, in accordance with the terms set forth in the Settlement Agreement.

11 13. The Court hereby orders that upon the Effective Date and full funding of the Gross
12 Settlement Amount, Plaintiff Aaron Cano, the State of California, and all PAGA Members shall
13 be conclusively determined to have given a release of any and all Released PAGA Claims against
14 the Released Parties, in accordance with the terms set forth in the Settlement Agreement.

15 14. It is hereby ordered that within fourteen (14) calendar days after the Effective Date,
16 the Defendant shall fully fund the Gross Settlement Amount, plus an amount sufficient to pay
17 employer-side taxes as calculated and determined by the Administrator, by transmitting the funds
18 to the Administrator, in accordance with the terms and methodology set forth in the Settlement
19 Agreement.

20 15. It is hereby ordered that within fourteen (14) calendar days after Defendant funds
21 the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
22 Settlement Payments, all Individual PAGA Payments, the LWDA Payment, the Administration
23 Costs, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
24 Class Representative Service Payments, in accordance with the terms and methodology set forth
25 in the Settlement Agreement.

26 16. The face of each check shall prominently state the date (not less than 180 calendar
27 days after the date of mailing) when the check will be voided. For any Class Member whose
28 Individual Class Settlement Payment check or Individual PAGA Payment check is uncashed and

cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of that Participating Class Member and/or PAGA Members. All Participating Class Members and PAGA Members shall be bound by the terms and conditions of this Settlement Agreement regardless of whether or not they cash or otherwise negotiate their Individual Class Settlement Payment check and/or Individual PAGA Payment check.

17. After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

18. Notice of entry of this Final Approval Order and Judgment shall be given to the Participating Class Members and PAGA Members by posting a copy of the Final Approval Order and Judgment on the Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

19. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in Department SSC12. Class Counsel shall submit a final accounting report regarding the status of the settlement administration at least five (5) court days prior to the Final Compliance Hearing.

02/04/2025

Dated: _____



Carolyn B. Kuhl / Judge

Honorable Carolyn B. Kuhl
Judge of the Superior Court