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

ALEIDA MIRANDA, 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.

AMERICAN NATIONAL RED
CROSS, an unknown business entity;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 3:22-cv-03633-SK

Honorable Sallie Kim
Courtroom C

CLASS ACTION

**DECLARATION OF SELENA
MATAVOSIAN IN SUPPORT OF
PLAINTIFF'S RENEWED MOTION
FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

[Notice of Renewed Motion and Renewed
Motion for Preliminary Approval of
Class Action and PAGA Settlement;
Declaration of Proposed Class
Representative (Aleida Miranda);
Declaration of Proposed Settlement
Administrator (Michael E. Moore); and
[Proposed] Order filed concurrently
herewith]

Date: November 17, 2025
Time: 9:30 a.m.
Courtroom: C

Complaint Filed: May 13, 2022
Removal Filed: June 21, 2022
FAC Filed: July 12, 2022
SAC Filed: September 27, 2022
Trial Date: None Set

DECLARATION OF SELENA MATAVOSIAN

I, Selena Matavosian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Aleida Miranda (“Plaintiff”) in the above-captioned action (“Action”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On March 10, 2022, Plaintiff provided written notice by certified mail to the California Labor and Workforce Development Agency (“LWDA”) and Defendant American National Red Cross (“Defendant”) (together with Plaintiff, the “Parties”) of the specific provisions of the California Labor Code that were alleged to be violated (“PAGA Notice”). Marked and attached hereto as “**EXHIBIT 1**” is a true and correct copy of Plaintiff’s PAGA Notice.

3. On May 13, 2022, Plaintiff filed the Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Original Complaint”), thereby commencing a putative class and representative action in the Superior Court of California for the County of Alameda, Case No. 22CV011294.

4. On June 21, 2022, Defendant removed the Action to the United States District Court for the Northern District of California (“Court”), Case No. 3:22-cv-03633-SK (i.e., Action).

5. On June 28, 2022, Defendant filed a Notice of Motion and Motion to Dismiss Plaintiff’s Complaint, along with supporting documentation.

6. On July 12, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq.

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1 7. On July 26, 2022, Defendant filed a Notice of Motion and Motion to
2 Dismiss or, in the Alternative, to Strike Class Allegations.

3 8. On July 29, 2022, Defendant filed an Amended Notice of Motion and
4 Motion to Dismiss or, in the Alternative, to Strike Class Allegations (“July 29, 2022
5 Motion to Dismiss”).

6 9. On August 1, 2022, Defendant filed a Re-Notice of Motion and Motion to
7 Dismiss or, in the Alternative, to Strike Class Allegations.

8 10. On August 9, 2022, Plaintiff filed an Opposition to the July 29, 2022
9 Motion to Dismiss.

10 11. On August 18, 2022, Defendant filed a Reply in support of the July 29,
11 2022 Motion to Dismiss.

12 12. On September 7, 2022, the Court entered an Order Regarding Motion to
13 Dismiss and Strike (“September 7, 2022 Order”), thereby granting Defendant’s July
14 29, 2022 Motion to Dismiss with leave to amend to address the deficiencies in the
15 September 7, 2022 Order.

16 13. On September 27, 2022, Plaintiff filed a Second Amended Class Action
17 Complaint for Damages & Enforcement Under the Private Attorneys General Act,
18 California Labor Code § 2698, Et Seq.

19 14. On October 11, 2022, Defendant filed its Notice of Motion and Motion to
20 Dismiss, or in the Alternative, to Strike Plaintiff’s Second Amended Complaint
21 (“October 11, 2022 Motion to Dismiss”).

22 15. On October 25, 2022, Plaintiff filed an Opposition to the October 11, 2022
23 Motion to Dismiss.

24 16. On November 1, 2022, Defendant filed a Reply in support of the October
25 11, 2022 Motion to Dismiss.

26 17. On June 13, 2023, Defendant filed a Notice of Motion and Motion to
27 Dismiss or, in the Alternative, to Strike Class Allegations (“June 13, 2023 Motion to
28 Dismiss”).

18. On June 23, 2023, the Parties entered into a Stipulation to Withdraw Defendant's Motion to Dismiss or, in the Alternative, to Strike Class Allegations, Without Prejudice for Defendant to Refile the Motion ("June 23, 2023 Stipulation").

19. On June 26, 2023, the Court entered an Order granting the June 23, 2023 Stipulation.

20. On July 6, 2023, the Parties filed a Joint Notice of Settlement.

21. On April 15, 2023, Plaintiff filed the Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval"), along with supporting documentation, in the Action, thereby seeking preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Original Settlement Agreement") entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant, on the other hand. A true and correct copy of the Original Settlement Agreement is attached hereto as **"EXHIBIT 2."**

22. On April 21, 2025, Plaintiff filed a Re-Notice of Motion for Preliminary Approval of Class Action and PAGA Settlement in the Action.

23. On June 10, 2025, the Court entered an Order Denying Motion for Preliminary Approval of Class Action and PAGA Settlement Without Prejudice, thereby denying the Motion for Preliminary Approval, raising multiple points of inquiry with respect to the Motion for Preliminary Approval, setting a Case Management Conference for October 6, 2025, and ordering the Parties to file a Joint Case Management Conference Statement by September 29, 2025 ("June 10, 2025 Order"). The June 10, 2025 Order also ordered that the Case Management Conference scheduled for October 6, 2025 will be vacated if a revised Motion for Preliminary Approval is filed by September 29, 2025.

24. Based on the Court's points of inquiry set forth in the June 10, 2025 Order, the Parties met and conferred, negotiated, and executed the Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement and Release of Claims

1 (“Amendment No. 1” or “Amendment No. 1 to the Settlement Agreement”), a true
2 and correct copy of which is attached hereto as “**EXHIBIT 3.**” The Original
3 Settlement Agreement and Amendment No. 1 to the Settlement Agreement are
4 together referred to as the “Settlement,” “Agreement,” or “Settlement Agreement.” A
5 redline version of the Amendment No. 1 to the Settlement Agreement showing how
6 the terms of the Original Settlement Agreement have been revised is attached hereto
7 as “**EXHIBIT 4.**”

8 25. The Parties have also prepared a revised version of the proposed Notice
9 of Pendency of Class Action Settlement and Hearing Date for Court Approval
10 (“Notice of Class Action Settlement” or “Class Notice”), which is attached as
11 “Exhibit A” to the Amendment No. 1 to the Settlement Agreement. A redline version
12 of the Class Notice showing how it has been revised, is attached hereto as
13 “**EXHIBIT 5.**”

14 **THE PROPOSED SETTLEMENT**

15 26. Marked and attached hereto as “**EXHIBIT 2**” and “**EXHIBIT 3,**”
16 respectively, is a true and correct copy of the Original Settlement Agreement and
17 Amendment No. 1 to the Settlement Agreement entered into by the Parties. The Parties
18 and their counsel have approved the proposed Class Notice, which is attached to the
19 Amendment No. 1 to the Settlement Agreement as “Exhibit A” and respectfully request
20 that the Court approve it as well.

21 27. The Settlement provides for a Total Settlement Amount of \$3,500,000.00
22 to be paid in a single payment on a non-reversionary basis. The Net Settlement Fund is
23 the Total Settlement Amount less the following amounts, subject to approval by the
24 Court: attorneys’ fees of up to \$1,225,000.00 (if the Total Settlement Amount remains
25 \$3,500,000.00) and litigation costs and expenses of not more than \$40,000.00 (together,
26 “Class Counsel Award”) to Lawyers *for* Justice, PC (“Class Counsel”), Class
27 Representative Enhancement Award to Plaintiff of \$10,000.00, Settlement
28 Administrator Costs to the Settlement Administrator not to exceed \$25,000.00, and the

1 PAGA Settlement Amount of \$400,000.00. Assuming that the amounts allocated under
2 the Settlement toward these payments are awarded by the Court, the Net Settlement
3 Fund that will be available for distribution to Settlement Class Members is currently
4 \$1,800,000.00. Additionally, 25% of the PAGA Settlement Amount (“Aggrieved
5 Employee Amount”), which is \$100,000.00 out of \$400,000.00, will be distributed to
6 the Aggrieved Employees, for their respective portion of the PAGA Settlement
7 Amount. The Total Settlement Amount will be fully distributed in accordance with the
8 terms of the Settlement and there is no reversion to Defendant.

9 28. The Settlement Agreement provides for Class Counsel to apply for
10 attorneys’ fees in an amount of up to 35% of the Total Settlement Amount (i.e.,
11 \$1,225,000.00, if the Total Settlement Amount remains \$3,500,000.00) and expenses
12 and costs of not more than \$40,000.00, which will be paid out of the Total Settlement
13 Amount, subject to approval by the Court. It should be noted that Class Counsel has
14 borne all of the risks and costs of litigation and will not receive any compensation until
15 recovery is obtained. A description of the qualifications of Class Counsel, the work
16 performed by Class Counsel, and the results achieved by Class Counsel in this matter
17 can be found in paragraphs 36 through 41, *infra*.

18 29. The Settlement Agreement provides for payment of up to \$10,000.00 to
19 Plaintiff as a Class Representative Enhancement Award, to be paid out of the Total
20 Settlement Amount subject to approval by the Court. Plaintiff spent considerable time
21 and effort to produce relevant documents and past employment records and to provide
22 the facts and evidence necessary to attempt to prove the allegations. Plaintiff was
23 available whenever Class Counsel needed her and actively tried to obtain information
24 that would benefit the Class. Accordingly, it is appropriate and just for Plaintiff to
25 receive a Class Representative Enhancement Award, in addition to her individual
26 settlement payment, for her services on behalf of the Class, Aggrieved Employees, and
27 the State of California.

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30. The Parties have agreed to retain Phoenix Settlement Administrators, (“Phoenix” or “Settlement Administrator”) to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Phoenix to handle these procedures and serve as the Settlement Administrator. Defendant will provide Phoenix with the Class Information, and the Settlement Administrator will calculate each Class Member’s estimated share of the Net Settlement Fund and each Aggrieved Employee’s estimated *pro rata* share of the Aggrieved Employee Amount. The Settlement Administrator will be responsible for printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, transmitting funds representing uncashed checks after the void date to the State of California Office of the Controller Unclaimed Property Division in the name of the Settlement Class Member and/or Aggrieved Employee, and other duties and responsibilities set forth to process the Settlement, and as requested by the Parties. Settlement Administrator Costs are currently estimated not to exceed \$25,000.00 and will be paid out of the Total Settlement Amount, subject to approval of the Court.

31. Under the Settlement Agreement, Defendant is responsible for any employer-side tax obligations associated with the Total Settlement Amount and will deposit that amount into the settlement fund in addition to the Total Settlement Amount. Each Settlement Class Member’s Individual Settlement Payment will be allocated 10% to wages, 45% to penalties, and 45% to interest. The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payments.

**CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS
APPROPRIATE**

32. **Ascertainability:** The proposed Class is defined as all current and former non-exempt employees who worked for Defendant in California between May 13, 2018

1 through February 9, 2024 (“Class Period”).

2 33. **Numerosity:** Based on data provided by Defendant on May 11, 2023
3 and February 28, 2025 and extrapolated by Plaintiff, the Class is estimated to be
4 approximately 2,680 individuals who worked an estimated total of 256,739
5 workweeks.

6 34. **Commonality:** Based on investigation and information discovered,
7 Class Counsel believes that there is sufficient evidence to support the allegations
8 made in the lawsuit, including the allegations that Defendant, with respect to
9 Plaintiff, Class Members, and Aggrieved Employees, *inter alia*, failed to properly
10 pay overtime and minimum wages, at all or at the correct rate of pay, and associated
11 premium pay, failed to provide compliant meal and rest periods and to pay
12 associated premium pay, failed to timely pay wages during employment and upon
13 termination of employment, failed to provide compliant wage statements, failed to
14 maintain requisite payroll records, and failed to reimburse necessary business
15 expenses, and thereby engaged in unfair business practices and conduct giving rise
16 to civil penalties recoverable under the Private Attorneys General Act of 2004
17 (California Labor Code sections 2698, *et seq.*). Plaintiff also asserted that Class
18 Members were expected to perform similar job duties and were subject to the same
19 or similar operations and employment policies, practices, and procedures.
20 Additionally, Plaintiff asserted that Defendant’s recordkeeping practices with
21 respect to Plaintiff, Class Members, and Aggrieved Employees were substantially
22 the same during the time period at issue. As a result of said alleged uniform practices,
23 Plaintiff claims that the Class Members were not paid all of the compensation that
24 was owed to them by Defendant. Thus, in Class Counsel’s view, it is clear that the
25 outcome of this litigation would be determined by Defendant’s uniform operations
26 and employment practices, policies, and procedures that Plaintiff alleges applied
27 across its non-exempt employees who worked for Defendant in California during
28 the relevant time period.

35. **Adequacy and Typicality:** Plaintiff undertook the responsibilities of representing a class action against her former employer. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed her and actively tried to obtain information that would benefit the Class. Plaintiff has no interests that are adverse to the Class. Plaintiff worked for Defendant during the Class Period and was subject to the same alleged violations and the same policies, practices, and procedures. Plaintiff took on the challenge and risk of commencing and maintaining this action, and she has not yet received any monetary benefit for her service to date. Plaintiff put her own interests aside and brought a publicly filed lawsuit against an employer not just for her own benefit, but, instead, on behalf of other non-exempt employees and the State of California.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

36. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving nearly every aspect of California wage and hour law, including payment of overtime and minimum wages, provision of meal and rest breaks and/or premiums wages for same, timely payment of wages, provision of compliant wage statements, reimbursement of business expenses, executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements, PAGA claims, and sister statutes under federal law. During a

1 relatively short time, in association with other law firms, Lawyers *for* Justice, PC
2 has recovered millions of dollars on behalf of thousands of individuals in California.

3 37. Edwin Aiwarzian is a Managing Member and Shareholder of Lawyers
4 for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University
5 in April of 1999 and earned a Juris Doctor degree from Pepperdine University
6 School of Law in May of 2004. He has extensive formal training in dispute
7 resolution and negotiation from the Straus Institute for Dispute Resolution as part of
8 its Masters in Dispute Resolution degree program. In addition, he has previously
9 served as a pro bono mediator for the Los Angeles County Superior Court. In
10 October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
11 Extension Program. During the summer of 2000, he studied Legal Writing at
12 Harvard University. From approximately September 2002 to approximately
13 December 2002, he served as a Judicial Extern to the Honorable Kim McLane
14 Wardlaw of the United States Court of Appeals for the Ninth Circuit. From
15 approximately June 2002 to approximately August 2002, he served as a Judicial
16 Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the
17 Second Appellate District. In December of 2004, he obtained a license to practice
18 law from the California State Bar. Since in or around October of 2008, through his
19 work at Lawyers *for* Justice, PC, he has almost exclusively focused on the
20 prosecution of consumer and employment class actions. While employed by
21 Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or
22 defended over one hundred fifty (150) depositions, prepared dozens of expert
23 witnesses for deposition or trial, and attended over one hundred seventy-five (175)
24 mediations. Together with other attorneys at the firm, and in some cases in
25 conjunction with co-counsel, he has successfully litigated cases involving the
26 executive, administrative, and other overtime exemptions to the State of California
27 and federal overtime compensation requirements. Under his supervision, Lawyers
28 *for* Justice, PC has successfully obtained class certification by contested motion

1 practice in approximately sixteen (16) cases in the last decade, and litigated over
2 1,000 class action or representative action cases.

3 38. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice,
4 PC. He received his Bachelor of Arts degree from University of California, Los
5 Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum
6 laude, from Southwestern Law School. From approximately May 2007 to
7 approximately July 2007, he served as a Judicial Extern to the Honorable Earl
8 Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
9 From approximately August 2008 to approximately December 2008, he served as a
10 Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court
11 of Appeals for the Ninth Circuit. He was admitted to practice law in California in
12 2010. He is admitted to practice before all courts of the State of California and all
13 United States District Courts in the State of California. He has worked on many
14 wage-and-hour class action and representative action cases, taking the lead in taking
15 and defending depositions, arguing motions, and attending mediations. He has
16 played an integral role in preparing matters for class certification, including and not
17 limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles
18 County Superior Court Case No. BC424012), *Montazemi v. Regus Management*
19 (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban*
20 *Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his
21 supervision, dozens of class action or representative action cases have resulted in
22 settlements that have been granted court approval. He has handled over one hundred
23 and fifty (150) mediations and worked on over two hundred and fifty (250) class
24 action or representative action cases which have resulted in settlement.

25 39. Joanna Ghosh is a Managing Member of Lawyers *for* Justice, PC. She
26 received a Bachelor of Arts degree from California State University, Los Angeles in
27 2006, a Master of Science degree from the London School of Economics in 2007,
28 and a Juris Doctor degree from Georgetown University Law Center in 2010. She is

1 admitted to practice in California (since 2010) and in New York (since 2013) and
2 She is also admitted to practice in all U.S. District Courts in California, U.S. Ninth
3 Circuit Court of Appeals, the U.S. Bankruptcy Court for the Central District of
4 California, and the U.S. Supreme Court. She has taken and defended dozens of
5 depositions and successfully handled motion practice in class action cases regarding
6 discovery (including and not limited to, regarding class contact information), class
7 certification (both contested class certification and stipulated class certification),
8 arbitration agreements, coordination, and intervention. She has successfully
9 handled briefing and oral arguments on appeal, and obtained notable decisions
10 regarding, Private Attorneys General Act claims and employer efforts to compel
11 arbitration of such claims, e.g., *Roberto Betancourt v. Prudential Overall Supply*
12 (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017),
13 cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8
14 Cal.5th175. She has significant experience with class actions, including and not
15 limited to working on cases to obtain class certification through contested motion
16 practice and working on cases in the post-certification stage (e.g., post-certification
17 discovery, appeal, statistical sampling and pilot study, and trial preparation in
18 conjunction with co-counsel in a case involving a certified class consisting of
19 approximately 2,600 individuals). She has extensive experience with class action
20 and/or representative action settlements, and has handled this process in over five
21 hundred (500) cases. Under her, Edwin Aiwazian, and Arby Aiwazian's
22 supervision, Lawyers for Justice, PC has handled the class certification and court
23 approval process for hundreds of class action and/or representative action matters
24 that have successfully resolved. Joanna Ghosh is a member of the California
25 Employment Lawyers Association and, on several occasions, has been a speaker
26 regarding topics in wage and hour law at the organization's continuing legal
27 education events.

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1 40. Yasmin Hosseini is a Member of Lawyers *for* Justice, PC. She received
2 her Bachelor of Arts degree from University of California, Santa Barbara in 2013
3 and earned her Juris Doctor degree from Pepperdine University School of Law in
4 2017. She was admitted to practice law in California in 2019. She is admitted to
5 practice before all courts of the State of California and all federal district courts in
6 the State of California. She has worked on many wage and hour class action and
7 PAGA representative matters, and her work has included, *inter alia*, researching and
8 drafting pleadings, administrative notice exhaustion, drafting, negotiating, and
9 finalizing stipulations and settlement agreements, engaging in motion practice,
10 claims evaluation and analysis, and making court appearances. Prior to working at
11 Lawyers *for* Justice, PC, she represented filmmakers and talent, negotiating and
12 structuring various types of agreements on their behalf. She is a member of the
13 California Employment Lawyers Association, Beverly Hills Bar Association, and
14 Iranian American Bar Association.

15 41. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of
16 Science degree from California State University, Northridge in 2019, and was the
17 recipient of the Wildman Schumacher Scholarship. I earned a Juris Doctor degree
18 from Southwestern Law School in 2022, and I was the recipient of the Witkin Award
19 for Academic Excellence. I was admitted to practice law in California in 2022. I am
20 admitted to practice before all courts of the State of California and all U.S. Federal
21 District Courts in the State of California. I have worked on many wage-and-hour
22 class action and PAGA representative cases, and my work on these cases has
23 included, *inter alia*, researching and drafting pleadings and motion-related papers,
24 administrative notice exhaustion, drafting, negotiating, and finalizing stipulations
25 and settlement agreements, performing claims evaluation and analysis, and making
26 court appearances.

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THE SETTLEMENT AND SUMMARY OF WORK PERFORMED

42. The effectiveness of Lawyers *for* Justice, PC (i.e., Class Counsel) in prosecuting this matter has translated into tangible monetary benefits for the Class Members in the following respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

43. Class Counsel has litigated the matter for over three (3) years and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a mediation on June 8, 2023 conducted by Steven Serratore, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. In the course of the litigation and in connection with the mediation and settlement discussions, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, regular rate of pay, rounding, meal and rest periods, PAGA representative actions, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial. After

1 conducting investigations and informal discovery and exchange of information,
2 extensive settlement negotiations, and with the aid of the mediator's evaluation, the
3 Parties have agreed that the matter is well-suited for settlement given the legal issues
4 relating to Plaintiff's principal claims, as well as the costs and risks to both sides
5 that would attend further litigation. The Settlement is a fair, reasonable, and
6 adequate resolution of the Released Class Claims of Plaintiff and Settlement Class
7 Members, and of the Released PAGA Claims of Plaintiff, the State of California,
8 and the Aggrieved Employees, against the Released Parties.

9 44. Prior to reaching the Settlement, Class Counsel investigated the
10 veracity, strength, and scope of the claims, and was preparing the Action for class
11 certification and trial. Plaintiff conducted significant investigation and informal
12 discovery regarding the facts of the case, including and not limited to, the exchange,
13 review, and analysis of a large volume of documents and data obtained from
14 Defendant, Plaintiff, and other sources. The volume of data and documents that
15 Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's
16 employment records, a sampling of Plaintiff's and other Class Members' time and
17 pay records, multiple iterations of Defendant's Employee Handbook, supplements
18 to Defendant's Employee Handbook, earning statements, procedures, and policies
19 (including but not limited to Work Hours and Compensation Policies), among other
20 information and documents. Class Counsel had the opportunity to interview Plaintiff
21 and other Class Members to gather facts and to identify potential witnesses. Counsel
22 for the Parties also met and conferred on numerous occasions, e.g., to discuss issues
23 relating to the pleadings, and the production of documents and data prior to the
24 mediation. Class Counsel also drafted pleadings and the mediation brief and
25 prepared for and attended court proceedings, settlement negotiations, and the
26 mediation, among other tasks.

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1 45. Counsel for the Parties have also invested time researching and
2 investigating the applicable law, which is constantly evolving as it relates to
3 certification, representative PAGA claims, off-the-clock theory, regular rate of pay,
4 rounding, meal and rest periods, wage-and-hour law and enforcement, Plaintiff's
5 claims and damages, and Defendant's defenses thereto, as well as facts discovered.
6 Based on our analysis, I submit that the result achieved in this litigation is fair,
7 adequate, and reasonable.

8 46. Class Counsel is aware of the defenses and position of Defendant but
9 believes that Plaintiff could potentially obtain class certification despite many
10 obstacles. Plaintiff and Class Counsel have also taken into account the uncertainty
11 and risk of the outcome of further litigation, and the difficulties and delays inherent
12 in such litigation, including those involved in class certification and/or
13 representative adjudication. Plaintiff further recognizes the burdens of proof
14 necessary to establish liability for the claims asserted in the lawsuit, Defendant's
15 defenses, and the difficulties in establishing entitlement to monetary recovery.
16 Plaintiff and Class Counsel have also considered the Parties' settlement discussions,
17 as well as the evaluations of the mediator, who is experienced and well-regarded in
18 complex labor and employment matters.

19 47. Defendant, on the other hand, denied and continues to deny any liability
20 and wrongdoing of any kind associated with the claims alleged in the lawsuit, and
21 further denies that the lawsuit is appropriate for class treatment or representative
22 adjudication for any purpose other than this Settlement. Defendant believes that it
23 would ultimately succeed in the matter. Both sides have also had the opportunity to
24 interview witnesses and review documents and information relating to Plaintiff's,
25 Class Members', and Aggrieved Employees' employment with Defendant, and
26 Defendant's operations and employment policies, practices, and procedures. The
27 Parties also reviewed and analyzed a volume of documents and data to determine
28 the potential value and strength of the claims. The available information enabled

1 Class Counsel to assess and value the class and PAGA claims and prepare violation,
2 damages, and penalties analyses models. Accordingly, the Parties have conducted
3 adequate investigation and discovery to be sufficiently informed of the nature and
4 extent of the Class Members' claims, and to enable both sides to fully evaluate the
5 Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into
6 account the strengths and weaknesses of each side's position and the uncertainty of
7 how the case might have concluded at certification, trial, and/or appeals.

8 ESTIMATE OF THE VALUE OF THE CLAIMS

9 48. Plaintiff's action alleges that Defendant has violated the California
10 Labor Code and Industrial Welfare Commission Wage Orders by engaging in a
11 uniform policy and systematic scheme of wage abuse against Plaintiff and the
12 putative class members, including *inter alia*, failing to properly compensate
13 overtime and minimum wages, at all or at the correct rate of pay, failing to provide
14 compliant meal and rest periods and associated premium pay, failing to timely pay
15 wages during employment, failing to timely pay wages upon termination and
16 associated waiting-time penalties, failing to provide compliant wage statements,
17 failing to maintain requisite payroll records, failing to pay reporting time pay, and
18 failing to reimburse necessary business expenses. Plaintiff further contends that
19 Defendant's aforementioned conduct constitutes unfair business practices (under the
20 California Business and Professions Code ("UCL")) and gives rise to civil penalties
21 recoverable under PAGA.

22 49. Based on data provided by Defendant and extrapolated by Class
23 Counsel, the total number of putative class members during the period from May
24 13, 2018 through February 9, 2024 was estimated to be approximately two thousand
25 six hundred eighty (2,680) individuals who worked an estimated total of 256,739
26 workweeks with an average hourly rate of pay of twenty seven dollars and sixty-
27 eight cents (\$27.68).

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50. Plaintiff contended that Defendant required putative class members to perform work before clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods. Plaintiff contended that Defendant discouraged the recordation of overtime hours and required putative class members to perform work off-the-clock. Plaintiff contended that Defendant failed to include non-discretionary bonuses and incentives in the calculation of the regular rate when paying overtime wages. Plaintiff also contended that meal and rest periods were regularly missed, late, shortened, and/or interrupted, that putative class members were required to remain on premises during rest breaks, readily available to assist with work tasks, and that Defendant failed to properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiff alleged that Defendant intentionally and willfully failed to pay Plaintiff and putative class members all wages due to them while they were employed by Defendant, within the time period permissible under California law, and that Defendant failed to pay all wages due upon termination, within the time period permissible under California law, thereby triggering waiting-time penalties under California Labor Code section 203. Plaintiff contended that, based on the violations described herein, the wage statements provided by Defendant and the payroll records kept by Defendant were inaccurate. Finally, Plaintiff contended that Defendant failed to reimburse Plaintiff and the other putative class members for necessary business expenses, including, but not limited to, the costs associated with the usage of personal cell phones for work duties, costs of complying with Defendant's dress code and usage of personal vehicles for work-related purposes.

51. Class Counsel considered defense arguments, e.g., that the employer's practices, policies, and procedures complied with the law, that Defendant paid putative class members over the California minimum wage for all hours worked, that Defendant correctly paid overtime for all overtime hours worked, that no waiting-time penalties were due because waiting-time penalties only arise from

1 “willful” failure to pay wages due and owing at the time of termination or
2 resignation, that Plaintiff and putative class members suffered no actual injury from
3 the alleged wage statement violations and that this alleged violation and the alleged
4 recordkeeping violation are entirely derivative of the other causes of action, and that
5 a policy and practice of reimbursing employees for necessary business-related
6 expenses exists. Class Counsel also considered the likelihood of Plaintiff’s success
7 in establishing that any of provisions of the California Labor Code, on which the
8 civil penalties under PAGA and the UCL claim are predicated, were violated and
9 that such violations were injurious and/or warranted imposition of civil penalties.
10 Class Counsel also considered that trial courts have wide discretion when assessing
11 penalties under PAGA, and that it could be determined that individual liability issues
12 predominate (e.g., due to purported variation in shifts, locations, job duties, and
13 other circumstances which could raise individualized questions of fact) and could
14 pose challenges to certification, manageability, and the merits of Plaintiff’s claims.

15 52. Class Counsel considered information, data, and documents obtained
16 from Plaintiff, Defendant, and other sources, and created violation, damages, and
17 penalties valuations and models prior to reaching the Settlement. Based thereon,
18 Plaintiff calculated the potential value of the claims. However, the potential value
19 of each claim assumed an exposure based on the above-captioned action having been
20 certified and Plaintiff having proven all elements of the claims and entitlement to
21 monetary recovery in the above-captioned action (on a class-wide and a
22 representative basis), despite risks associated with obtaining and maintaining
23 certification and demonstrating manageability, risks to establishing liability and any
24 underlying California Labor Code and IWC Wage Order violations and damages,
25 and significant additional costs that would have to be incurred in order to certify the
26 above captioned action and establish liability, damages, and penalties amounts in
27 the case. Plaintiff faced the risk of the Court finding that individualized issues
28 predominate, such that the case is not suitable for class treatment. While Class

Counsel disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, the extensive time and pay records produced by Defendant, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

- a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be \$10,659,803.28 (256,739 workweeks x 1 hour of unpaid overtime wages x overtime hourly rate of \$41.52, which is based on the average hourly rate of \$27.68). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$3,730,931.15), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$1,119,279.35), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$335,783.81).
- b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be \$7,106,535.52 (256,739 workweeks x 1 hour of unpaid minimum wages x average hourly rate of \$27.68). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$2,487,287.43, a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$746,186.23), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing

the value of this claim closer to \$223,855.87).

c. Failure to Provide Compliant Meal Periods and Associated Premiums:

The potential value of this claim was estimated to be \$14,213,071.04 (256,739 workweeks x 2 meal period premiums x average hourly rate of \$27.68). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$4,974,574.86), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$1,492,372.46), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$447,711.74).

d. Failure to Provide Compliant Rest Periods and Associated Premiums:

The potential value of this claim was estimated to be \$14,213,071.04 (256,739 workweeks x 2 rest period premiums x average hourly rate of \$27.68). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$4,974,574.86), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$1,492,372.46), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$447,711.74).

e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties): Based on information and data provided by Defendant, it was estimated that approximately one thousand two hundred seventy-six (1,276) putative class members had been terminated during the three-year statute of limitations (i.e., from May 13, 2019). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be \$8,476,723.20 collectively (1,276 individuals x [30 days x hourly rate of \$27.68 x 8 hours]), or approximately \$6,643.20 per individual. At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$2,966,853.12), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$890,055.94), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$267,016.78).

g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be \$4,481,700.00 ([1,684 initial violations x \$50 statutory penalty] + [43,975 subsequent violations x \$100 statutory penalty]). At this juncture, a discount of 70% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,344,510.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$403,353.00), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to

1 \$121,005.90).

- 2 h. Failure to Maintain Payroll Records: Arguably, civil penalties would
3 only be recoverable by the Labor Commissioner, therefore, the value of
4 this claim is considered as a part of the valuation of the PAGA claim
5 contained *infra*.
- 6 i. Failure to Reimburse Necessary Business Expenses: The potential value
7 of this claim was estimated to be \$960,203.86 (256,739 workweeks x
8 \$3.74 unreimbursed business expenses). At this juncture, a discount of
9 75% was applied to account for the risks associated with obtaining and
10 maintaining class certification (bringing the value of this claim closer to
11 \$240,050.97), a discount of 70% was applied to account for the risks
12 associated with succeeding on the merits and establishing liability
13 (bringing the value of this claim closer to \$72,015.29), and a discount of
14 75% was applied to account for the risks associated with proving the
15 extent of damages and obtaining an award thereof (bringing the value of
16 this claim closer to \$18,003.82).
- 17 j. PAGA Penalties: The amount of civil penalties at issue, which the Court
18 could determine whether or not to assess and whether or not to reduce
19 based on the facts and circumstances of the case (to avoid an award that
20 is unjust, arbitrary and oppressive, or confiscatory, pursuant to
21 California Labor Code section 2699(e)(2)), were estimated to be
22 approximately \$1,294,800.00 (664 aggrieved employees estimated to
23 have worked during one-year statutory period x \$1,950 civil penalties).
24 At this juncture, a discount of 50% was applied to account for the risks
25 associated with possible bifurcation of discovery and/or trial (bringing
26 the value of this claim closer to \$647,400.00), a discount of 50% was
27 applied to account for the risks associated with succeeding on the merits
28 and establishing liability (bringing the value of this claim closer to

1 \$323,700.00), and a discount of 50% was applied to account for the risks
2 associated with the Court’s discretion to reduce civil penalties and
3 obtaining an award of civil penalties (bringing the value of this claim
4 closer to \$161,850.00).

5 53. The foregoing discussion confirms that the amount of the Settlement is
6 adequate in light of Plaintiff’s allegations and causes of action, the evidence at issue
7 with respect to those allegations and causes of action, and legal and factual
8 arguments and circumstances which pose challenges to certification, manageability,
9 merits, and monetary recovery. The conclusion to be drawn from the foregoing
10 analysis is that neither class certification, manageability, liability, nor the ability to
11 adjudicate and/or recover monetary relief on a class-wide or representative basis is
12 clear-cut, which is why the Parties elected to settle this matter. Class Counsel also
13 recognized that additional discounts could be made to the risk-adjusted value to
14 account for the costs and expenses associated with further litigation and the present
15 value of obtaining a settlement now as opposed to monetary recovery, if any, that
16 may be obtained in the future after further litigation. Class Counsel recognized the
17 circumstances and realities of the case, applicable case law and regulations, and risks
18 to recovery and applied appropriate discounts.

19 **RELEASED CLASS CLAIMS AND RELEASED PAGA CLAIMS**

20 54. In the June 10, 2025 Order, the Court noted that “Plaintiff has provided
21 no explanation for why the release extends beyond the allegations pled in this
22 action” and therefore, “the release is thus overbroad.” (June 10, 2025 Order, § C.1).

23 55. In order to address the Court’s concerns regarding the Released Class
24 Claims, the Parties have revised the Released Class Claims to limit the release to
25 “any and all claims under state, federal, or local law, pled in the Operative
26 Complaint or that could have been pled based on the factual allegations in the
27 Operative Complaint, including but not limited to those under the California Labor
28 Code, Wage Orders, regulations, and/or other provisions of law for: (1) failure to

1 pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay
2 rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay
3 wages upon termination; (6) failure to timely pay wages during employment; (7)
4 failure to provide compliant wage statements; (8) failure to keep requisite payroll
5 records; (9) failure to reimburse necessary business expenses; (10) violation of
6 California’s unfair competition law, and (11) claims for damages or remedies
7 based on the foregoing, including but not limited to minimum and overtime wages,
8 meal and rest period premiums, reimbursements, interest, liquidated damages,
9 statutory penalties, injunctive relief, declaratory relief, attorneys’ fees, or costs.”
10 (Amendment No. 1, ¶ C).

11 56. In order to address the Court’s concerns regarding the Released PAGA
12 Claims, the Parties have revised the Released PAGA Claims to limit the release to
13 “any and all claims for civil penalties under the California Labor Code Private
14 Attorneys General Act of 2004, codified at California Labor Code § 2698 *et seq.*,
15 pled in the Operative Complaint and PAGA Notice or that could have been pled
16 based on the facts pled in the Operative Complaint and PAGA Notice, for
17 violations of the California Labor Code and Wage Orders, for: (1) failure to pay
18 overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest
19 period premiums; (4) failure to pay minimum wages; (5) failure to timely pay
20 wages upon termination; (6) failure to timely pay wages during employment; (7)
21 failure to provide compliant wage statements; (8) failure to keep requisite payroll
22 records; and (9) failure to reimburse necessary business expenses.” (Amendment
23 No. 1, ¶ D).

24 **SETTLEMENT AMOUNTS IN COMPARABLE CASES**

25 57. In the June 10, 2025 Order, the Court noted that the Procedural
26 Guidance for Class Action Settlements (“Guidance”) “instructs [C]lass [C]ounsel
27 to ‘provide information about comparable cases, including settlement and litigation
28 outcomes’” and ordered Class Counsel “to provide specific information in easy-to-

1 read charts.” (June 10, 2025 Order, § C.2; Guidance, Preliminary Approval, § 11).

2 58. Based on the Court’s instruction, a review of comparable court-
3 approved class action settlements obtained by Class Counsel, involving the same
4 or similar types of employees, claims, and/or issues, shows that the Settlement is
5 fair, reasonable, and adequate, and is in the best interests of the Class. A chart
6 containing information about each comparable case is attached hereto as
7 “EXHIBIT 6.”

8 ATTORNEYS’ FEES UNDER THE SETTLEMENT

9 59. In the June 10, 2025 Order, the Court noted that “the Guidance instructs
10 [C]lass [C]ounsel “to ‘include information about ... their lodestar calculation in the
11 motion for preliminary approval’ – i.e., ‘the total number of hours billed to date and
12 the requested multiplier, if any.’” (June 10, 2025 Order, § C.3; Guidance,
13 Preliminary Approval, § 6). Further, the Court instructed Class Counsel to “point to
14 any special circumstances justifying such a departure from the benchmark” and to
15 provide “the Court with a lodestar calculation as required by the Guidance.” (June
16 10, 2025 Order, § C.3).

17 60. The exact percentage of attorneys’ fees awarded varies depending on the
18 facts of the case, and “in most common fund cases, the award exceeds that
19 benchmark” percentage. *Knight v. Red Door Salons, Inc.*, (N.D. Cal. Feb. 2, 2009)
20 No. 08-01520 SC, 2009 U.S. Dist. LEXIS 11149, 2009 WL 248367, at 3; *see also In*
21 *re Activision Sec. Litig.*, (N.D. Cal. 1989) 723 F. Supp. 1373, 1377 (“nearly all
22 common fund awards range around 30%”); *Cicero v. DirectTV, Inc.*, (C.D. Cal. July
23 27, 2010) 2010 U.S. Dist. LEXIS 86920, 2010 WL 2991486, at 6-7 (citing cases and
24 noting that “case law surveys suggest that 50% is the upper limit, with 30-50%
25 commonly awarded in cases in which the common fund is relatively small”). The
26 most critical and important factor to analyze when granting a fee award is the
27 “overall result and benefit to the class from the litigation.” *In re Omnivision Techs.*
28 (N.D. Cal. 2007) 559 F.Supp 2d 1036, 1046. “[A]chieving a high settlement amount

1 for the class weighs in favor of a higher-than-benchmark award of fees. *Carlin v.*
2 *DairyAmerica, Inc.* (E.D.Cal. 2019) 380 F. Supp. 3d 998, 1020. (Vacated on
3 separate grounds).

4 61. It should be noted that courts have awarded fees as high as fifty percent
5 (50%) of the settlement, depending on the circumstances of the case. Conte &
6 Newberg, Newberg on Class Actions (4th Ed., 2002) § 14.03; *see also In re*
7 *Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees
8 in the amount of 45% of the settlement amount of \$7.3 million); *Beech Cinema, Inc.*
9 *v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding
10 approximately 53% of the settlement amount as attorneys' fees); *Cicero v. DirectTV,*
11 *Inc.* (C.D. Cal. July 27, 2010) 2010 U.S. Dist. LEXIS 86920, 2010 WL 2991486, at
12 6-7 (citing cases and noting that "case law surveys suggest that 50% is the upper
13 limit, with 30-50% commonly awarded in cases in which the common fund is
14 relatively small"). Class Counsel has been awarded attorneys' fees in the amount of
15 thirty-five percent in several other cases that were granted final approval in federal
16 courts. *See Andrew Dawson, et al. v. Hitco Carbon Composites, Inc.* (C.D. Cal. Nov.
17 25, 2019) 2019 WL 7842550; *Ronell Koeppen v. Carvana, LLC* (N.D. Cal. Aug. 22,
18 2024) 2024 WL 3925703; *Anne Kastler, et al. v. Garten, Inc.* (N.D. Cal. Apr. 19,
19 2022) 2022 WL 1157491; *Cameron Fletcher, et al. v. Triple B Corporation d/b/a*
20 *Charlies Produce* (C.D. Cal. 2:22-cv-03053-DMG-MAA, Judge Dolly M. Gee);
21 *Nelson Ramirez v. HV Global Management Corporation* (N.D. Cal. 5:21-cv-09955-
22 BLF, Judge Beth Labson Freeman); *Esmeralda Lizbeth Mendez Lozano v.*
23 *Cornerstone Building Brands, Inc.* (E.D. Cal. 2:21-cv-01017-TLN, Judge Troy L.
24 Nunley).

25 62. Class Counsel believes the amount allocated toward attorneys' fees
26 under the Settlement is within the range of attorneys' fees granted to plaintiffs'
27 counsel in other similar wage-and-hour cases, based on, *inter alia*, the risk assumed
28 and efforts expended by Class Counsel, the relief obtained for the Class, and the skill

1 and reputation of the attorneys. Further, an upward adjustment is appropriate in this
 2 specific matter because “cases with a relatively small fund of under \$10 million will
 3 ‘often result in fees above 25%.’” *DiMercurio v. Equilon Enterprises LLC*, 2024
 4 WL 21113857 (citing *Craft v. County of San Bernardino*, 624 F. Supp. 2d 1113,
 5 1127 (C.D. Cal 2008), see also *Alvarez v. Farmers Ins. Exch.*, 2017 WL 221485, at
 6 3 (“Fee award percentages generally are higher in cases where the common fund is
 7 below \$10 million.”) (citing cases).

8 63. The court in *Hitco Carbon Composites, Inc.* granted attorneys’ fees in
 9 the amount of thirty-five percent (35%) of the settlement amount, which was
 10 \$1,100.00.00. The court in *Carvana, LLC* granted attorney’s fees in the amount of
 11 thirty-five percent (35%) of the settlement amount, which was \$1,050,000.00, citing
 12 that higher award was appropriate in employment class actions. The court in
 13 *Clayborne v. Newtron, LLC*, 2023 WL 5748773, at 6 (N.D. Cal. Sept. 6, 2023)
 14 awarded attorneys’ fees in the amount of thirty-five percent (35%) of the settlement
 15 amount. *See also, Rivas v. BG Retail, LLC*, 2020 WL 264401, at 8 (N.D. Cal. Jan.
 16 16, 2020) (awarding 45%); *Miller v. CEVA Logistics USA, Inc.*, 2015 WL 4730176,
 17 at 8 (E.D. Cal. Aug. 10, 2015) (“California district courts usually award attorneys’
 18 fees in the range of 30–40% in the wage and hour class actions that results in the
 19 recovery of a common fund under \$10 million.”); (*Rabin v.*
 20 *PricewaterhouseCoopers LLP*, 2021 WL 837626, at 7 (N.D. Cal. Feb. 4, 2021)
 21 (awarding class counsel 35% of common fund); *Bennett v. SimplexGrinnell LP*,
 22 2015 WL 12932332, at 6 (N.D. Cal. Sept. 3, 2015) (award representing 38.8% of
 23 common fund was reasonable).”

24 64. In this case, Class Counsel will be requesting an award of attorneys’ fees
 25 in the amount of thirty-five percent (35%) of the Total Settlement Amount (i.e.,
 26 \$1,225,000.00 if the Total Settlement Amount remains \$3,500,000.00), at the final
 27 approval stage of the settlement. After deducting the contemplated Class Counsel
 28 Award, Class Representative Enhancement Award, Settlement Administrator Costs,

1 and PAGA Settlement Amount from the Total Settlement Amount of \$3,500,000.00,
2 the estimated remaining amount payable to Settlement Class Members for the class
3 action portion of the settlement is \$1,800,000.00, and the amount payable to
4 Aggrieved Employees is \$100,000.00 and the amount payable to the State of
5 California Labor and Workforce Development Agency is \$300,000.00 for the
6 PAGA portion of the settlement. The estimated amount remaining payable to the
7 Class, State of California, and Aggrieved Employees totals approximately
8 \$2,200,000.00 and is approximately 63% of the Total Settlement Amount, which is
9 far greater than the contemplated amount of attorneys' fees to be requested. Even
10 when considering the anticipated benefit to the Class, State of California, and
11 Aggrieved Employees, the amount contemplated for attorneys' fees is reasonable.
12 To date, approximately 17 attorneys at Lawyers *for* Justice, PC, with hourly rates
13 ranging from \$575-\$1,495 per hour, have performed a total of
14 approximately 422.70 hours of work in this matter. The base lodestar value for the
15 services performed by the attorneys at Lawyers *for* Justice, PC to date
16 is \$348,268.00; this matter involves a lodestar multiplier of approximately 3.52 for
17 purposes of the lodestar cross-check.

18 65. Moreover, Class Counsel spent time conducting significant
19 investigation and research into the claims alleged in the case, engaging in the initial
20 disclosures process (including and not limited to preparing Plaintiff's Initial
21 Disclosures), motion practice (including Plaintiff's oppositions to Defendant's
22 motions to dismiss or, in the alternative, to strike), developing damages/valuation
23 models in preparation for mediation, preparing and attending court proceedings,
24 mediation, and settlement negotiations, and drafting and finalizing numerous
25 pleadings with the courts, and reviewing a large volume of information, documents,
26 and data. Additionally, Class Counsel's work in this matter will continue through
27 the notice and settlement administration process and to seek final approval of the
28 Settlement.

66. At this juncture, Plaintiff and her counsel are not currently moving the Court to award attorneys' fees to Class Counsel, and are only moving the Court for preliminary approval of the Settlement so that the Class can be provided with notice of the settlement and an opportunity to comment upon and/or object to the Settlement and the contemplated attorneys' fees request, before the Court will decide the amount of attorneys' fees to be awarded to Class Counsel. The question of whether Class Counsel should be awarded attorneys' fees in the amount up to \$1,225,000.00 (thirty-five percent of the Total Settlement Amount) in the above-captioned action, should be addressed when an application for attorneys' fees has been presented to the Court for decision at the final approval stage. At that time, the Court will be provided with additional details, evidence, and briefing, including the tasks performed and hours spent on this matter, to support the attorneys' fees requested.

REVISED CLASS NOTICE

67. In the June 10, 2025 Order, the Court noted that the Guidance requires the Class Notice to include the "address for a website, maintained by the claims administrator or class counsel, that lists key deadlines and has links to the notice, claim form (if any), preliminary approval order, motions for preliminary and final approval and for attorneys' fees, and any other important documents in the case." (June 10, 2025 Order, § C.4; Guidance, Preliminary Approval, § 3(b)).

68. Based on the Court's order, the Parties met and conferred and revised the Class Notice to provide a specific website, maintained by the Settlement Administrator (i.e., Phoenix), for Class Members and Aggrieved Employees to view important dates and deadlines and to access documents pertaining to the Settlement. (Class Notice, §§ 5 & 13). Specifically, the "Settlement Administrator shall post information of interest to Class Members and Aggrieved Employees on its website, including the date, time, and location for the Final Approval hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval

1 Order, Class Notice, Motion for Final Approval, and Final Approval Order and
2 Judgment.” (Amendment No. 1, ¶ H).

3 69. In the June 10, 2025 Order, and as required by the Guidance, the Court
4 also ordered the Class Notice to be revised to provide a “note to advise class
5 members to check the settlement website or the Court’s PACER site to confirm that
6 the date has not been changed.” (June 10, 2025 Order, § C.4; Guidance, Preliminary
7 Approval, § 3(e)).

8 70. Based on the Court’s order, the Parties met and conferred and revised
9 the Class Notice to provide notice to Class Members and Aggrieved Employees to
10 check the Settlement Administrator’s website or PACER to confirm that key dates
11 and deadlines have not changed. (Class Notice, § 13).

12 71. Additionally, the Parties also revised the Class Notice to conform to the
13 revised Released Class Claims and Released PAGA Claims as reflected in the
14 Amendment No. 1 to the Settlement Agreement (Class Notice, § 12).

15 **NOTICE DISTRIBUTION PLAN**

16 72. In the June 10, 2025 Order, and as required by the Guidance, the Court
17 instructed the Parties to “explain how the notice distribution plan is effective” and
18 “to consider multiple forms of notice, such as text messages, email, and social
19 media.” (June 10, 2025 Order, § C.5; Guidance, Preliminary Approval, § 3). Further,
20 the Court noted that “[w]hile mail may very well be the best notice practicable, Class
21 Counsel must explore other modes of communication and class members’ likely
22 access to such communications (i.e., whether most class members have permanent
23 addresses).” (June 10, 2025 Order, § C.5).

24 73. Based on information provided by Defendant, Defendant has confirmed
25 that its records contain telephone numbers for approximately 98% of the Class
26 Members and e-mail addresses for approximately 81% of the Class Members.
27 Defendant shall provide the telephone numbers and e-mail addresses as part of the
28 Class Information, along with the other information as required by the Original

1 Settlement Agreement and Amendment No. 1 to the Settlement Agreement.
2 (Amendment No. 1, ¶ A).

3 74. Counsel for the Parties have met and conferred regarding other methods
4 of communication and agreed that, in addition to mailing the Class Notice to Class
5 Members and Aggrieved Employees to their mailing address, “a message will be
6 ‘blast’ texted and/or e-mailed to Class Members advising them to visit the
7 Settlement Administrator’s website to obtain more information regarding the
8 Settlement and important dates and deadlines.” (Amendment No. 1, ¶ F). The
9 message blast shall provide additional notice to Class Members and Aggrieved
10 Employees regarding the Settlement and guidance on how to obtain additional
11 information, such as important dates and deadlines, in case they do not receive the
12 Class Notice by way of mailing to their mailing address.

13 75. In the June 10, 2025 Order, the Court noted that “Plaintiff’s motion also
14 does not include a sample envelope or explain how the envelope will be designed to
15 enhance the chance that it will be opened.” (June 10, 2025 Order, § C.5).

16 76. A copy of a sample envelope which will be used for mailing of the Class
17 Notice is attached hereto as “**EXHIBIT 7.**” The front of the envelope is designed in
18 a way which includes the case title and informs Class Members that they may be
19 eligible to receive money from the Settlement and they may be required to respond
20 by a specific deadline in order to receive any payment. Furthermore, the front of the
21 envelope requires prompt attention from Class Members which makes it likely that
22 Class Members will open the envelope to learn more about the Settlement and what
23 exactly is contained in the envelope.

24 77. In the June 10, 2025 Order, the Court also noted that “Plaintiff does not
25 provide any information regarding steps the proposed administrator will take to
26 ensure the mailing addresses are current before the notices are mailed out.” (June
27 10, 2025 Order, § C.5).

28 ///

78. Upon receipt of the Class Information from Defendant, the Settlement Administrator will “run the names of all Class Members through the National Change of Address (“NCOA”) database to determine any updated addresses for Class Members.” (Amendment No. 1, ¶ F; Declaration of Michael E. Moore on Behalf of Phoenix Settlement Administrators in Support of Preliminary Approval (“Declaration of Phoenix” or “Phoenix Decl”), ¶ 7). A search of the NCOA database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address. If an updated address is found, the Settlement Administrator will use the updated address for mailing of the Class Notice. As such, conducting the NCOA database search will help ensure Class Members’ and Aggrieved Employees’ addresses are current prior to the mailing of the Class Notice.

79. Moreover, if any Class Notice is returned to the Settlement Administrator as undeliverable and with a forwarding address, the Settlement Administrator will promptly mail the Class Notice to the forwarding address provided. (Original Settlement Agreement, Section III, ¶ 11; Phoenix Decl., ¶ 7). If no forwarding address is provided, the Settlement Administrator will “attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or Social Security Number of the Class Member and/or Aggrieved Employees whose notice was undeliverable,” and shall promptly re-mail the Class Notice to that individual. (Ibid.)

OPT-OUT PROCEDURES

80. In the June 10, 2025 Order, the Court noted how “class members wishing to opt-out must provide additional information, such as their social security numbers” and instructed Class Counsel to provide an “explanation of why such information is necessary.” (June 10, 2025 Order, § C.6).

81. Pursuant to the Settlement Agreement, in order for a Request for Exclusion to be valid and timely, the Request for Exclusion “must: (a) contain the

1 case name and number of the Action; (b) contain the Class Member's full name,
2 signature, mailing address, telephone number, and last four (4) digits of their Social
3 Security Number; (c) contain a simple statement electing to be excluded from the
4 Class Settlement; and (d) be submitted by mail to the Settlement Administrator at
5 the specified address, postmarked on or before the Response Deadline." (Original
6 Settlement Agreement, Section I, ¶ 39).

7 82. The Parties agreed to include the requirement for a mailing address,
8 telephone number, and the last four (4) digits of the Class Member's Social Security
9 Number to allow the Settlement Administrator to easily identify the Class Member
10 who is requesting exclusion. For example, some individuals may have the same
11 name or similar sounding names which may result in identification issues for the
12 Settlement Administrator if one individual submits a Request for Exclusion, but the
13 other individual does not. If there are two individuals with the same name and the
14 Settlement Administrator only has those individuals' names and signatures, then the
15 Settlement Administrator will be unable to determine which specific Class Member
16 is requesting exclusion when looking at the Class Information. Moreover, some
17 individuals also tend to go by nicknames although their legal name differs, such as
18 "Joe" which can be short for "Joseph." By having the mailing address, telephone
19 number, and/or last four (4) digits of each Class Member's Social Security Number,
20 the Settlement Administrator can easily and accurately confirm a Class Member's
21 identity in case there are individuals with the same name, similar sounding names,
22 or nicknames.

23 **OBJECTION PROCEDURES**

24 83. In the June 10, 2025 Order, the Court noted that the Class Notice
25 "improperly instructs class members to submit objections to the Settlement
26 Administrator, rather than to the Court." (June 10, 2025 Order, § C.7).

27 84. To address the Court's concerns, the Parties modified the Settlement to
28 provide that a Notice of Objection must contain all the information as required by

1 the Settlement Agreement and must be “filed with the Court on or before the
2 Response Deadline.” (Amendment No. 1, ¶ B). The Parties also revised the Class
3 Notice to reflect that a Notice of Objection must be filed with the Court on or before
4 the Response Deadline. (Class Notice, §§ 7 & 11).

5 85. In the June 10, 2025 Order, the Court noted that the Class Notice “does
6 not ‘make clear that the court can only approve or deny the settlement and cannot
7 change the terms of the settlement’ as required under the Guidance.” (June 10, 2025
8 Order, § C.7; Guidance, Preliminary Approval, § 5).

9 86. To address the Court’s concerns, the Parties revised the Class Notice to
10 state that “the Court can only approve or deny the Settlement and cannot change the
11 terms of the Settlement.” (Class Notice, § 5).

12 **DEADLINE TO SUBMIT REQUESTS FOR EXCLUSION, NOTICES OF**
13 **OBJECTION, AND COMPENSABLE WORK WEEKS DISPUTES**

14 87. In the June 10, 2025 Order, the Court ordered the Parties to “allocate a
15 minimum of 60 days” to submit a Request for Exclusion and “at least 60 days to
16 object to the settlement.” (June 10, 2025 Order, §§ C.6 & C.7).

17 88. To address the Court’s concerns, the Parties modified the Settlement to
18 provide that the deadline for Class Members to submit Request for Exclusion, Notice
19 of Objection, and/or Compensable Work Weeks Dispute shall be “sixty (60)
20 calendar days after the Settlement Administrator mails the Notice of Class Action
21 Settlement to Class Members.” (Amendment No. 1, ¶ E).

22 **SELECTION OF SETTLEMENT ADMINISTRATOR**

23 89. In the June 10, 2025 Order, the Court ordered the Parties “to provide
24 specific information, including details of the settlement administrator selection
25 process and the settlement administrator’s procedures for securely handling class
26 member data.” (June 10, 2025 Order, § C.8). Furthermore, the Court noted that the
27 Motion for Preliminary Approval “provides no assurance that Phoenix Settlement
28 Administrators was selected through a competitive bidding process.” (Ibid).

90. Prior to agreeing upon Phoenix as the settlement administrator in this case, the Parties sought multiple competing bids from a total of four (4) different settlement administrators, including Phoenix, Atticus Administration, LLC, ILYM Group, Inc., and Simpluris, Inc. Attached hereto as “**EXHIBIT 8**,” “**EXHIBIT 9**,” “**EXHIBIT 10**,” and “**EXHIBIT 11**” are true and correct copies of the settlement administration bids obtained from Phoenix, Atticus Administration, LLC, ILYM Group, Inc., and Simpluris, Inc., respectively. A true and correct copy of the revised bid obtained from Phoenix to account for additional costs relating to the text and/or e-mail blast to be sent to Class Members is attached to the concurrently-filed Declaration of Phoenix as “Exhibit B.”

91. Ultimately, Phoenix was selected by the Parties to handle the notice and settlement administration process due to Phoenix’s quality of work and the Parties’ counsel’s prior experience in working with Phoenix in several other class action and PAGA settlements. Additionally, Phoenix was the second to lowest bidder out of the four (4) settlement administrators contacted.

92. The Declaration of Phoenix provides specific details regarding Phoenix’s procedures for securely handling the Class Information. (Phoenix Decl., ¶¶ 10-13).

LWDA SUBMISSION

93. In the June 10, 2025 Order, the Court noted that “Plaintiff has not provided the Court with any evidence that” the Original Settlement Agreement was submitted to the LWDA. (June 10, 2025 Order, § C.9).

94. On April 15, 2025, Plaintiff submitted the Motion for Preliminary Approval and supporting documents, which included the Original Settlement Agreement attached as “EXHIBIT 2” to the Declaration of Selena Matavosian in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement, to the LWDA. A true and correct copy of the e-mail confirmation receipt from the LWDA, indicating the LWDA’s receipt of the submission of these

documents is attached hereto as “**EXHIBIT 12.**”

95. As of September 29, 2025, a query of the LWDA’s PAGA Case Search Database (<https://cadir.my.salesforce-sites.com/PagaSearch/>) confirms that the Motion for Preliminary Approval (along with the Original Settlement Agreement) were submitted to the LWDA on April 15, 2025. A print-out of the PAGA Case Detail search results generated on September 29, 2025 from the LWDA PAGA Case Search Database is attached hereto as “**EXHIBIT 13.**”

96. Upon filing of Plaintiff’s renewed motion for preliminary approval with the Court, Plaintiff will submit the renewed motion for preliminary approval and supporting documents, which will include the Amendment No. 1 to the Settlement Agreement, to the LWDA.

PAGA PENALTIES

97. In the June 10, 2025 Order, the Court noted that “the declaration does not contain sufficient information for the Court to determine whether statutory penalties were properly calculated” and “Class Counsel does not explain how it arrived at the \$1,950 multiplier for PAGA penalties or whether subsequent violations were considered.” (June 10, 2025 Order, § C.9).

98. Class Counsel valued the PAGA civil penalties using the dollar amount of \$1,950 per person, based on the statutorily-delineated penalty amounts under California Labor Code sections 558, 226.3, 1197.1, 210, 2699(f), and 1174.5. Specifically, the \$1,950 civil penalty amount correlates roughly to an initial violation penalty in the amount of \$50 for an overtime, meal period, and/or rest period violation in accordance with California Labor Code section 558, an initial violation penalty in the amount of \$250 for a wage statement violation in accordance with California Labor Code section 226.3, an initial violation penalty in the amount of \$100 for the failure to pay minimum wages required by law in accordance with California Labor Code section 1197.1, an initial violation penalty in the amount of \$100 for the failure to timely pay wages during employment and on a biweekly (or

more frequent) basis in accordance with California Labor Code section 210, an initial violation penalty in the amount of \$100 for the failure to timely pay wages upon separation of employment in accordance with California Labor Code section 2699(f), a penalty for failure to maintain payroll records in the amount of \$500 in accordance with California Labor Code section 1174.5, an initial violation penalty for the failure to reimburse business expenses in the amount of \$100 in accordance with California Labor Code section 2699(f), a subsequent violation penalty in the amount of \$100 for an overtime violation in accordance with California Labor Code section 558, a subsequent violation penalty in the amount of \$100 for a meal period violation in accordance with California Labor Code section 558, a subsequent violation penalty in the amount of \$100 for a rest period violation in accordance with California Labor Code section 558, a subsequent violation penalty in the amount of \$250 for the failure to pay minimum wages required by law in accordance with California Labor Code section 1197.1, and a subsequent violation penalty for the failure to reimburse business expenses in the amount of \$200 in accordance with California Labor Code section 2699(f). By taking the sum of all penalty amounts for each violation, Class Counsel arrived at the \$1,950 multiplier for PAGA penalties.

99. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiff, the Class, and State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 29th day of September 2025, at Glendale, California.



Selena Matavosian

EXHIBIT 1

LAWYERS FOR JUSTICE

March 10, 2022

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: AMERICAN NATIONAL RED CROSS

Dear Representative:

We have been retained to represent Aleida Miranda against American National Red Cross (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "ANRC") for violations of California wage-and-hour laws. Ms. Miranda seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Miranda seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

ANRC employed Ms. Miranda as an hourly-paid, non-exempt employee from approximately July 2016 to approximately March 2021, in the State of California.

The "aggrieved employees" that Ms. Miranda may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, ANRC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

ANRC required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. ANRC rounded the work time recorded by

aggrieved employees in a manner that was not fair and neutral on its face and/or that favored ANRC over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Miranda and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Miranda and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, ANRC required Ms. Miranda and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. ANRC rounded the meal periods recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored ANRC over time, resulting in aggrieved employees receiving non-compliant meal periods and being underpaid for their time worked. ANRC also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, ANRC failed to pay Ms. Miranda and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, ANRC failed to pay Ms. Miranda and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, ANRC

did not provide Ms. Miranda and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from ANRC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Miranda and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Miranda and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Miranda and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Miranda and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Miranda and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, ANRC failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Miranda and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and

use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

ANRC failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, ANRC did not provide Ms. Miranda and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.”

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, ANRC failed to pay Ms. Miranda and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Ms. Miranda and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, ANRC failed to pay Ms. Miranda and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Ms. Miranda and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Miranda and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by ANRC.

Therefore, on behalf of all aggrieved employees, Ms. Miranda seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

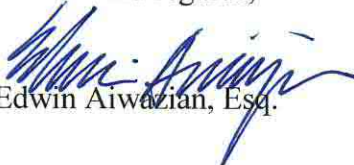
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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,


Edwin Aiwozian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

American National Red Cross
c/o Gail J. McGovern
President and Chief Executive Officer
2025 East Street, NW, Suite 100
Washington, DC 20006

American National Red Cross
c/o Gail J. McGovern
President and Chief Executive Officer
430 17th St NW
Washington, DC 20006

EXHIBIT 2

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT
AND RELEASE OF CLAIMS

This Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (“Settlement,” “Agreement,” or “Settlement Agreement”) is entered into by and between Plaintiff Aleida Miranda (“Plaintiff”), individually and on behalf of all others similarly situated and the State of California (as a private attorney general pursuant to the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq.*), on the one hand, and Defendant American National Red Cross (“Defendant”) on the other hand (individually referred to as “Party” and collectively referred to as “the Parties”).

This Settlement shall be binding on Plaintiff, Settlement Class Members (as defined herein), the State of California as to the employment of Aggrieved Employees (as defined herein), and on Defendant, subject to the terms and conditions, definitions, and recitals set forth herein and to the approval of the Court.

I. DEFINITIONS

1. Action

“Action” or “Lawsuit” means the case entitled *Aleida Miranda v. American National Red Cross*, which was initially filed in the Superior Court of California for the County of Alameda, Case No. 22CV011294, and subsequently removed to the United States District Court, Northern District of California, Case No. 3:22-cv-03633-SK where it is currently pending.

2. Aggrieved Employees

“Aggrieved Employees” means all current and former non-exempt employees who worked for Defendant in California during the PAGA Period.

3. Class Counsel

“Class Counsel” means Arby Aiwazian, Joanna Ghosh, and Selena Matavosian of Lawyers *for* Justice, PC.

4. Class Counsel Award

“Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and

1 resolution of the Lawsuit, and Class Counsel’s actual expenses and costs incurred and
2 to be incurred in connection with the Lawsuit.

3 **5. Class or Class Members**

4 “Class” or “Class Members” means all current and former non-exempt
5 employees who worked for Defendant in California between May 13, 2018 through
6 February 9, 2024.

7 **6. Class Information**

8 “Class Information” means, information regarding Class Members and
9 Aggrieved Employees that Defendant will in good faith compile from Defendant’s
10 internal and currently available electronic timekeeping, payroll, and/or HRIS records.
11 To the extent possible, it shall be formatted as a Microsoft Excel spreadsheet. The
12 Class Information shall include each Class Member’s and/or Aggrieved Employees’
13 last known full name; last known address; last known telephone number; Social
14 Security Number; number of Compensable Work Weeks; number of Compensable Pay
15 Periods; and number of Compensable Work Weeks during the period from May 13,
16 2018 to June 8, 2023.

17 **7. Class Period**

18 “Class Period” means the period from May 13, 2018 through February 9, 2024.

19 **8. Class Settlement**

20 “Class Settlement” means the settlement and resolution of the Released
21 California Class Claims.

22 **9. Class Representative**

23 “Class Representative” means Plaintiff Aleida Miranda.

24 **10. Class Representative Enhancement Award**

25 “Class Representative Enhancement Award” means the amount that the Court
26 authorizes to be paid to Plaintiff, in exchange for Plaintiff’s broader individual release
27 and waiver of claims, and also in recognition of Plaintiff’s efforts and risks in assisting
28 with the prosecution of the Lawsuit. The Class Representative Enhancement Award

1 shall be in addition to any Individual Settlement Payment and/or Individual PAGA
2 Payment, if any, that Plaintiff may be eligible to receive. The proposed Class
3 Representative Enhancement Award is \$10,000.00, subject to Court approval.

4 **11. Compensable Pay Periods**

5 “Compensable Pay Periods” means the number of pay periods in which each
6 Aggrieved Employee worked as a non-exempt employee of Defendant in California at
7 any time during the PAGA Period, calculated by Defendant by counting the number
8 of pay periods during the PAGA Period that any Aggrieved Employee worked at least
9 one (1) day. Each Aggrieved Employee will be credited with at least one (1) pay
10 period.

11 **12. Compensable Work Weeks**

12 “Compensable Work Weeks” or “Work Weeks” means the number of weeks in
13 which each Class Member worked as a non-exempt employee of Defendant in
14 California at any time during the Class Period, calculated by Defendant by counting
15 the number of calendar weeks during the Class Period that any Class Member worked
16 at least one (1) day. Each Class Member will be credited with at least one (1) work
17 week.

18 **13. Compensable Work Weeks Dispute**

19 “Compensable Work Weeks Dispute” means a Class Member’s written letter
20 disputing the pre-printed information on the Class Notice as to her, his, or their
21 Compensable Work Weeks during the Class Period, which must: (a) contain the case
22 name and number of the Action; (b) contain the Class Member’s full name, signature,
23 mailing address, telephone number, and last four (4) digits of their Social Security
24 Number; (c) clearly state that the Class Member disputes the number of Compensable
25 Work Weeks credited to her, him, or they for the Class Period and what she, he, or
26 they contend is the correct number to be credited to her, him, or they; (d) attach any
27 documentation that she, he, or they has to support the dispute; and (e) be submitted by
28

1 mail to the Settlement Administrator at the specified address, postmarked on or before
2 the Response Deadline.

3 **14. Court**

4 “Court” means the U.S. District Court for the Northern District of California.

5 **15. Defendant**

6 “Defendant” means Defendant American National Red Cross.

7 **16. Defendant’s Counsel**

8 “Defendant’s Counsel” means Barbara Antonucci, Esq., Steven Katz, Esq., and
9 Matthew Scholl, Esq. of Constangy, Brooks, Smith & Prophete LLP.

10 **17. Effective Date**

11 “Effective Date” of the Settlement means the date on which the Court’s Final
12 Approval Order of this Settlement Agreement becomes final. Such order becomes final
13 upon the following events: (i) sixty-five (65) days after the date on which the Court
14 issues the Final Approval Order and Judgment granting approval of this Settlement
15 Agreement if no objections to the Settlement are submitted, or if an objection is
16 submitted but is withdrawn prior to the Court’s Final Approval Hearing; or (ii) in the
17 event that objections to the Settlement are submitted which are not thereafter
18 withdrawn, the later of the following events: (a) the day after the last day by which a
19 notice of appeal of the order may be timely filed with an appellate court, and none is
20 filed; (b) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or
21 otherwise, the day after the last date for filing a request for further review of the
22 appellate court’s decision passes and no further review is requested; (c) if an appeal is
23 filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the
24 appellate court, and further review of the appellate court’s decision is requested, the
25 day after the request for review is denied with prejudice and/or no further review of
26 the order can be requested; or (d) if review is accepted, the day the appellate court
27 affirms the Settlement.

28 ///

1 **18. Employer Taxes**

2 “Employer Taxes” refers to the employer’s share of payroll taxes due on the
3 portion of the Individual Settlement Payments allocated to wages, including but not
4 limited to Defendant’s FICA and FUTA contributions.

5 **19. Final Approval Hearing**

6 “Final Approval Hearing” means the hearing that the Court will hold to
7 determine whether the Settlement is fair, reasonable, and adequate and whether a Final
8 Approval Order and Judgment should be entered pursuant to the Settlement.

9 **20. Final Approval Order**

10 “Final Approval Order” means the contemplated order to be issued by the Court,
11 granting final approval of the Settlement.

12 **21. Individual Settlement Payment**

13 “Individual Settlement Payment” means a Settlement Class Member’s *pro rata*
14 share of the Net Settlement Fund, which will be calculated based on their number of
15 Compensable Work Weeks during the Class Period.

16 **22. Individual PAGA Payment**

17 “Individual PAGA Payment” means a PAGA Group Member’s *pro rata* share
18 of the PAGA Group Member Amount, which will be calculated based upon their
19 number of Compensable Pay Periods during the PAGA Period.

20 **23. Judgment**

21 “Judgment” means the contemplated judgment to be issued by the Court,
22 approving the Settlement as binding upon the Parties.

23 **24. LWDA**

24 “LWDA” means the California Labor and Workforce Development Agency.

25 **25. Net Settlement Fund**

26 “Net Settlement Fund” means the Total Settlement Amount, less the Court-
27 approved Class Counsel Award, Class Representative Enhancement Award,
28 Settlement Administrator Costs, and PAGA Settlement Amount.

1 **26. Notice of Class Action Settlement or Class Notice**

2 “Notice of Class Action Settlement” or “Class Notice” means the Notice of
3 Pendency of Class Action Settlement and Hearing Date for Court Approval
4 substantially in the form attached hereto as “**Exhibit A.**” The notice shall include,
5 among other things: (a) for Class Members, an estimated Individual Settlement
6 Payment and number of Compensable Work Weeks credited during the Class Period;
7 (b) for Aggrieved Employees, an estimated Individual PAGA Payment and number of
8 Compensable Pay Periods credited during the PAGA Period; (c) how to opt out of the
9 Class Settlement, (d) how to object to the Class Settlement, and (e) how to dispute the
10 number of Compensable Work Weeks credited to them.

11 **27. Notice of Objection**

12 “Notice of Objection” means a Settlement Class Member’s written objection to
13 the Class Settlement, which must: (a) contain the case name and number of the Action;
14 (b) contain the Settlement Class Member’s full name, signature, mailing address,
15 telephone number, and last four (4) digits of Social Security Number; (c) contain a
16 written statement of all grounds for the objection accompanied by any legal support
17 for such objection; (d) attach copies of any papers, briefs, or other documents upon
18 which the objection is based; (e) identify whether the Settlement Class Member is
19 represented by legal counsel for the objection and provide said counsel’s full name
20 and contact information; and (f) be submitted by mail to the Settlement Administrator
21 at the specified address, postmarked on or before the Response Deadline.

22 **28. PAGA**

23 “PAGA” refers to the California Labor Code Private Attorneys General Act of
24 2004, codified at California Labor Code § 2698 *et seq.*

25 **29. PAGA Period**

26 “PAGA Period” means the period from March 10, 2021 through February 9,
27 2024.

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1 **30. PAGA Settlement**

2 “PAGA Settlement” means the settlement and resolution of Released PAGA
3 Claims.

4 **31. PAGA Settlement Amount**

5 “PAGA Settlement Amount” means the amount of Four Hundred Thousand
6 Dollars and Zero Cents (\$400,000.00) out of the Total Settlement Amount, which shall
7 be distributed as seventy-five percent (75%) (\$300,000.00) to the LWDA (“LWDA
8 Payment”) and twenty-five percent (25%) (\$100,000.00) to the Aggrieved Employees
9 based on their number of Compensable Pay Periods during the PAGA Period
10 (“Aggrieved Employee Amount”).

11 **32. Parties**

12 “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean
13 Plaintiff or Defendant, individually.

14 **33. Plaintiff**

15 “Plaintiff” means Plaintiff Aleida Miranda.

16 **34. Preliminary Approval Date**

17 “Preliminary Approval Date” means the date on which the Court issues a
18 Preliminary Approval Order.

19 **35. Preliminary Approval Order**

20 “Preliminary Approval Order” means the contemplated order, to be issued by
21 the Court, granting preliminary approval of the Settlement.

22 **36. Released Class Claims**

23 “Released Class Claims” means any and all claims under state, federal, or local
24 law, arising out of the claims pled in the Action or that could have been pled in the
25 Action and all other claims, including but not limited to those under the California
26 Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have
27 been asserted based on the facts pled or that could have been pled in the Action, and
28 other claims for: (1) failure to pay overtime wages; (2) failure to pay meal period

1 premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages;
2 (5) failure to timely pay wages upon termination; (6) failure to timely pay wages
3 during employment; (7) failure to provide compliant wage statements; (8) failure to
4 keep requisite payroll records; (9) failure to reimburse necessary business expenses;
5 (10) violation of California's unfair competition law, and (11) claims for damages or
6 remedies based on the foregoing, including but not limited to minimum and overtime
7 wages, meal and rest period premiums, reimbursements, interest, liquidated damages,
8 statutory penalties, injunctive relief, declaratory relief, attorneys' fees, or costs.

9 **37. Released PAGA Claims**

10 "Released PAGA Claims" means any and all claims for civil penalties under the
11 California Labor Code Private Attorneys General Act of 2004, codified at California
12 Labor Code § 2698 *et seq.*, based on the facts pled in the Action and PAGA Notice or
13 that could have been asserted based on the facts pled in the Action and PAGA Notice,
14 for violations of the California Labor Code and Wage Orders, for: (1) failure to pay
15 overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period
16 premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon
17 termination; (6) failure to timely pay wages during employment; (7) failure to provide
18 compliant wage statements; (8) failure to keep requisite payroll records; and (9) failure
19 to reimburse necessary business expenses.

20 **38. Released Parties**

21 "Released Parties" means Defendant, and each of its current, former, and future
22 affiliated entities, officers, directors, representatives, owners, partners, subsidiaries,
23 parent companies, joint venturers, insurers, administrators, agents, members,
24 predecessors, managers, servants, successors-in-interest, assigns, and affiliates.

25 **39. Request for Exclusion**

26 "Request for Exclusion" means a Class Member's written letter indicating a
27 request to be excluded from the Class Settlement, which must: (a) contain the case
28 name and number of the Action; (b) contain the Class Member's full name, signature,

mailing address, telephone number, and last four (4) digits of their Social Security Number; (c) contain a simple statement electing to be excluded from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

40. Response Deadline

“Response Deadline” means the date that is forty-five (45) calendar days after the Settlement Administrator mails the Notice of Class Action Settlement to Class Members, which is the last date on which Class Members may: (a) submit a Request for Exclusion; (b) submit a Notice of Objection; and/or (c) submit a Compensable Work Weeks Dispute. If the forty-fifth (45th) day falls on a Sunday or Federal holiday, then the deadline is extended to the next day that the U.S. Postal Service is open.

41. Settlement, Agreement, or Settlement Agreement

“Settlement,” “Agreement,” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement and Release of Claims.

34. Settlement Administrator

“Settlement Administrator” means the third-party company that is responsible for administering the Settlement. This Settlement Administrator is Phoenix Settlement Administrators.

42. Settlement Administrator Costs

“Settlement Administrator Costs” means the amount to be paid to the Settlement Administrator from the Total Settlement Amount for administration of this Settlement, currently estimated not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).

43. Settlement Class or Settlement Class Members

“Settlement Class” or “Settlement Class Members” means those Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement.

44. Total Settlement Amount

“Total Settlement Amount” means the agreed upon settlement amount totaling

1 Three Million Five Hundred Thousand Dollars and Zero Cents (\$3,500,000.00) to be
2 paid by Defendant in full settlement of the Action, Released Class Claims, and
3 Released PAGA Claims, and includes without limitation the Class Counsel Award,
4 Class Representative Enhancement Award, Individual Settlement Payments,
5 Individual PAGA Payments, LWDA Payment, and Settlement Administrator Costs.
6 In no event shall Defendant be liable for more than the Total Settlement Amount,
7 except as provided in Section III.18.

8 **II. RECITALS**

9 **1. Class Certification**

10 The Parties stipulate to certification of the Class with respect to the Settlement
11 Class Members for purposes of settlement only. If the Court does not grant either
12 preliminary or final approval of this Settlement, the Parties shall work together in good
13 faith to agree on a revised settlement agreement to address the Court's concerns. If the
14 Parties are unable to reach agreement, or the Court does not grant either preliminary
15 or final approval of the revised settlement, the Parties agree that this stipulation
16 regarding class certification will be revoked and the Parties will return to a point in
17 litigation prior to the execution of this Settlement Agreement.

18 **2. Procedural History**

19 On March 10, 2022, Plaintiff provided written notice by online submission to
20 the LWDA and by certified mail to Defendant, of her intent to seek civil penalties for
21 alleged violations of the California Labor Code under PAGA ("PAGA Notice").

22 On May 13, 2022, Plaintiff filed a Class Action Complaint for Damages &
23 Enforcement Under the Private Attorneys General Act, California Labor Code § 2698,
24 Et Seq. in the Superior Court of California for the County of Alameda, Case No.
25 22CV011294.

26 On June 21, 2022, Defendant removed the Action to the United States District
27 Court for the Northern District of California, Case No. 3:22-cv-03633-SK.

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1 On July 12, 2022, Plaintiff filed a First Amended Class Action Complaint for
2 Damages & Enforcement Under the Private Attorneys General Act, California Labor
3 Code § 2698, Et Seq. in the Action.

4 On September 27, 2022, Plaintiff filed a Second Amended Class Action
5 Complaint for Damages & Enforcement Under the Private Attorneys General Act,
6 California Labor Code § 2698, Et Seq. (“Operative Complaint”).

7 The Parties subsequently agreed to mediate Plaintiff’s California class wage-
8 and-hour claims and PAGA claims in the Action. The Parties engaged in informal
9 discovery to understand the nature of the allegations and the scope of potential
10 liability. Defendant provided Plaintiff’s counsel with pertinent data as well as relevant
11 documents, so that the Parties could fully-investigate the claims at issue and
12 understand their strengths and weaknesses. This included, and was not limited to, time
13 and pay data, relevant policies and forms, and class data points.

14 On June 8, 2023, the Parties attended a full-day mediation with experienced
15 mediator Steven Serratore, Esq. (“Mediator”). After a full-day’s mediation and
16 subsequent further negotiations, the Parties accepted the Mediator’s proposal on or
17 about June 20, 2023, and entered into the Memorandum of Understanding – Class
18 Action/PAGA Settlement on or about September 12, 2023, to settle Plaintiff’s claims
19 on a class-wide and representative basis.

20 Defendant denies any liability or wrongdoing of any kind associated with the
21 claims asserted in the Action, disputes the damages and penalties claimed by Plaintiff,
22 and further contends that, for any purpose other than settlement, Plaintiff’s claims are
23 not appropriate for class or representative action treatment. This Settlement is a
24 compromise of disputed claims. Nothing contained in this Settlement, no documents
25 referred to herein, and no action taken to carry out this Settlement, shall be construed
26 or used as an admission by or against Defendant as to the merits or lack thereof of the
27 claims asserted in the Action. Defendant contends, among other things, that, at all
28 times, it has complied with all applicable state, federal, and local laws related to the

1 Class Members' employment and/or applications for employment.

2 The Class Representative is represented by Class Counsel. Class Counsel
3 conducted an investigation into the facts relevant to the Action, including reviewing
4 documents and information provided by Defendant and obtained from other sources.
5 Based on their own independent investigation and evaluation, Class Counsel are of the
6 opinion that the Settlement with Defendant is fair, reasonable, and adequate, and in
7 the best interest of the Class and State of California in light of all known facts and
8 circumstances, including the risks of significant delay, defenses asserted by
9 Defendant, uncertainties regarding a class and representative action trial on the merits,
10 and numerous potential appellate issues. Although Defendant denies liability,
11 Defendant agrees to this Settlement solely to avoid the cost of further litigation.
12 Accordingly, the Parties and their counsel desire to fully, finally, and forever settle,
13 compromise, and discharge all disputes and claims arising from or relating to the
14 Actions on the terms set forth herein.

15 **3. Benefits of Settlement to Class Members and State of California**

16 Plaintiff and Class Counsel recognize the expense and length of continued
17 proceedings necessary to litigate their disputes through trial and through any possible
18 appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome
19 of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff
20 and Class Counsel are also aware of the burdens of proof necessary to establish
21 liability for the claims asserted in the Action, both generally and in response to
22 Defendant's defenses thereto, and the difficulties in establishing damages, penalties,
23 and entitlement to monetary recovery for the Class Members, Aggrieved Employees,
24 and State of California. Plaintiff and Class Counsel have also taken into account
25 Defendant's agreement to enter into a settlement that confers substantial relief upon
26 the members of the Class, Aggrieved Employees, and State of California. Based on
27 the foregoing, Class Counsel have concluded that settlement for the consideration and
28 on the terms set forth in this Settlement Agreement, is fair, reasonable, and adequate

1 and is in the best interest of the Class and State of California in light of all known facts
2 and circumstances, including the risk of significant delay, defenses asserted by
3 Defendant, numerous potential appellate issues, and other risks inherent in litigation.

4 **4. Defendant's Reasons for Settlement**

5 Defendant has concluded that any further defense of this litigation would be
6 protracted and expensive for all Parties. Substantial amounts of Defendant's time,
7 energy, and resources have been and, unless this Settlement is completed, will
8 continue to be devoted to, the defense of the claims asserted by Plaintiff in the Action.
9 Defendant has also taken into account the risks of further litigation in reaching its
10 decision to enter into this Settlement. Even though Defendant continues to contend
11 that it is not liable for any of the claims set forth by Plaintiff in the Action, Defendant
12 has agreed, nonetheless, to settle in the manner and upon the terms set forth in this
13 Agreement to put to rest the claims in the Action. Defendant contends that it has
14 complied with all applicable state, federal, and local laws.

15 **5. Settlement of Disputed Claims**

16 This Agreement is a compromise of disputed claims. Defendant contends that
17 the Released Class Claims and the Released PAGA Claims have no merit and do not
18 give rise to liability. Plaintiff and Class Counsel have claimed and continue to claim
19 that the Released Class Claims and the Released PAGA Claims have merit and give
20 rise to liability on the part of Defendant. Nothing contained in this Agreement, no
21 documents referred to herein, and no action taken to carry out this Agreement, may be
22 construed or used as an admission by or against the Class Members or Class Counsel
23 as to the merits or lack thereof of the claims asserted in the Action.

24 **III. TERMS OF AGREEMENT**

25 **1. Release as to All Settlement Class Members**

26 As of the Effective Date and full funding of the Total Settlement Amount,
27 Plaintiff and all Settlement Class Members release the Released Parties from the
28 Released Class Claims. Plaintiff and Settlement Class Members shall be deemed to

1 have, and by operation of the Final Approval Order and Judgment approved by the
2 Court, shall have, fully, finally, and forever settled and released all Released Parties
3 of and from all Released Class Claims. The period of the release of the Released Class
4 Claims shall extend to the limits of the Class Period. The *res judicata* effect of the
5 Final Approval Order and Judgment will be the same as that of the release of Released
6 Class Claims. Defendant and Released Parties shall be entitled to a release of Released
7 Class Claims which occurred during the Class Period only during such time that the
8 Class Member was classified as non-exempt, and expressly excluding all other claims,
9 including claims for vested benefits, wrongful termination, unemployment insurance,
10 disability, social security, workers' compensation, claims while classified as exempt,
11 and claims outside of the Class Period.

12 **2. Release as to All Aggrieved Employees**

13 As of the Effective Date and full funding of the Total Settlement Amount,
14 Plaintiff, the State of California with respect to all Aggrieved Employees, and all
15 Aggrieved Employees release the Released Parties from the Released PAGA Claims.
16 Plaintiff, the State of California with respect to all Aggrieved Employees, and
17 Aggrieved Employees shall be deemed to have, and by operation of the Final Approval
18 Order and Judgment approved by the Court, shall have, fully, finally, and forever
19 settled and released all Released Parties of and from all Released PAGA Claims.

20 **3. Release of Claims by Plaintiff**

21 As of the Effective Date and full funding of the Total Settlement Amount,
22 Plaintiff, for herself only, releases the Released Parties from all of the Released Class
23 Claims during the Class Period and Released PAGA Claims during the PAGA Period,
24 and Plaintiff, for herself and her heirs, successors and assigns, further waives, releases,
25 acquits, and forever discharges the Released Parties from any and all claims, actions,
26 charges, complaints, grievances and causes of action, of whatever nature, whether
27 known or unknown, which exist or may exist on Plaintiff's behalf as of the date of the
28 execution of this Agreement, including, but not limited to, any and all tort claims,

1 contract claims, wage claims, wrongful termination claims, disability claims, benefit
2 claims, public policy claims, retaliation claims, statutory claims, personal injury
3 claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud
4 claims, quantum meruit claims, and any and all claims arising under any federal, state
5 or other governmental statute, law, regulation or ordinance, including, but not limited
6 to, claims for violation of the Fair Labor Standards Act (FLSA), the California Labor
7 Code, the Wage Orders of California's Industrial Welfare Commission, other state
8 wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in
9 Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII
10 of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the
11 California Family Rights Act, the Family Medical Leave Act, California's
12 Whistleblower Protection Act, California Business & Professions Code § 17200, *et*
13 *seq.*, and any and all claims arising under any federal, state or other governmental
14 statute, law, regulation or ordinance.

15 Plaintiff's releases set forth herein include a waiver of all rights under California
16 Civil Code § 1542, which provides:

17 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
18 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**
19 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
20 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
21 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
22 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**
23 **OR RELEASED PARTY.**

24 Plaintiff may hereafter discover claims or facts in addition to, or different from,
25 those which she now knows or believes to exist, but Plaintiff expressly agrees to fully,
26 finally and forever settle and release any and all claims against the Released Parties,
27 known or unknown, suspected or unsuspected, which exist or may exist on behalf of
28 or against the other at the time of execution of this Settlement Agreement, including,
but not limited to, any and all claims relating to or arising from Plaintiff's employment
with Defendant.

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1 **4. Tax Liability and Medicare**

2 The Parties and their counsel make no representations as to the tax treatment or
3 legal effect of the payments called for hereunder, and Plaintiff, Settlement Class
4 Members, and Aggrieved Employees are not relying on any statement or
5 representation by the Parties in this regard. Plaintiff, Settlement Class Members, and
6 Aggrieved Employees understand and agree that they will be responsible for the
7 payment of taxes and penalties assessed on the payments described herein and will
8 hold the Parties and their counsel free and harmless from and against any claims
9 resulting from treatment of such payments as non-taxable damages, including the
10 treatment of such payment as not subject to withholding or deduction for payroll and
11 employment taxes. Moreover, this Agreement is based upon a good faith
12 determination of the Parties to resolve a disputed claim. The Parties have not shifted
13 responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Sec.
14 1395y(b). The Parties resolved this matter in compliance with both state and federal
15 law. The Parties made every effort to adequately protect Medicare's interest and
16 incorporate such into the settlement terms.

17 **5. Circular 230 Disclaimer**

18 Each Party to this Agreement (for purposes of this Paragraph, the
19 "acknowledging party" and each Party to this Agreement other than the
20 acknowledging party, an "other party") acknowledges and agrees that (1) no provision
21 of this Agreement, and no written communication or disclosure between or among the
22 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
23 such communication or disclosure constitute or be construed or be relied upon as, tax
24 advice within the meaning of United States Treasury Department Circular 230 (31
25 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon
26 his, her, or its own, independent legal and tax counsel for advice (including tax advice)
27 in connection with this Agreement, (b) has not entered into this Agreement based upon
28 the recommendation of any other party or any attorney or advisor to any other party,

and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

6. Preliminary Approval of Settlement

Promptly upon execution of this Agreement, Plaintiff will move the Court to grant preliminary approval of this Settlement, certifying the Class for settlement purposes only and setting a date for the Final Approval Hearing. Class Counsel shall provide Defendant's Counsel with a draft of the Motion for Preliminary Approval of Class Action Settlement and accompanying documents, and Defendant's Counsel shall review and provide feedback regarding the motion papers prior to filing. All Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval. The proposed Preliminary Approval Order shall provide for the Notice of Class Action Settlement to be sent to Class Members as specified herein.

7. Preliminary Approval Order

Plaintiff will request that the Court enter, after the preliminary approval hearing, a Preliminary Approval Order, jointly agreed to by the Parties, which will provide for, in substantial part, the following:

- a. Conditionally certifying the Class;
 - b. Granting preliminary approval of the Settlement;
 - c. Preliminarily appointing Plaintiff as the representative of the Class;
 - d. Preliminarily appointing Class Counsel as counsel for the Class;
- and

e. Approving, as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing to the Class by First-Class U.S. Mail; and

f. Scheduling a Final Approval Hearing at which the Court will determine whether final approval of the Settlement should be granted.

8. Class Information

Upon the Court granting preliminary approval of this Agreement, Defendant shall provide the Settlement Administrator with the Class Information within fifteen (15) business days for purposes of mailing the Notice of Class Action Settlement to the Class Members. No later than three (3) business days after receipt of the Class Information, the Settlement Administrator shall notify counsel for the Parties that the Class Information has been received and state the number of Class Members and Aggrieved Employees included in the Class Information, and confirm whether the escalator clause set forth in Section III.18 has been triggered.

9. CAFA Notice

Within seven (7) calendar days of the filing of the Settlement Agreement with the Court as a part of Motion for Preliminary Approval of Class Action Settlement, Defendant shall provide notice in accordance with the Class Action Fairness Act, 28 U.S.C. § 1715 regarding this Settlement to the appropriate governmental authorities in accordance with the Class Action Fairness Act (“CAFA”).

Within ten (10) calendar days of the filing of the Settlement Agreement with the Court as a part of Motion for Preliminary Approval of Class Action Settlement, Defendant’s Counsel shall provide Class Counsel with written confirmation that it has completed the mailing of the CAFA notice in conformity with CAFA.

10. Notice by First-Class U.S. Mail

Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the United States Postal Service’s National Change of Address Database to update and correct any known or identifiable address changes.

1 Within fourteen (14) calendar days of receipt of the Class Information, the Settlement
2 Administrator shall mail copies of the Notice of Class Action Settlement to all Class
3 Members and Aggrieved Employees via regular First-Class U.S. Mail. The Class
4 Notice attached as “**Exhibit A**” shall be mailed to Class Members and Aggrieved
5 Employees. The Settlement Administrator shall exercise its best judgment to
6 determine the current mailing address for each Class Member, including performing a
7 search of the National Change of Address (“NCOA”) database to identify any updated
8 addresses. The address identified by the Settlement Administrator as the current
9 mailing address shall be presumed to be the best mailing address for each Class
10 Member.

11 **11. Undeliverable Notices**

12 Any Notice of Class Action Settlement returned to the Settlement Administrator
13 as undeliverable on or before the Response Deadline shall be re-mailed once to the
14 forwarding address affixed thereto. If no forwarding address is provided, the
15 Settlement Administrator shall promptly attempt to determine a correct address by use
16 of skip-tracing, or other search using the name, address and/or Social Security Number
17 of the Class Member and/or Aggrieved Employees whose notice was undeliverable,
18 and shall then re-mail all returned, undelivered Class Notices within five (5) calendar
19 days of receiving notice that a Class Notice was undeliverable. Class Members and
20 Aggrieved Employees who receive a re-mailed Notice of Class Action Settlement shall
21 have their Response Deadline extended by the longer of fourteen (14) calendar days
22 from the date of re-mailing or the remaining original Response Deadline period.

23 **12. Disputes Regarding Compensable Work Weeks**

24 Class Members will have the opportunity to dispute the number of Compensable
25 Work Weeks stated on their Class Notice by submitting a Compensable Work Weeks
26 Dispute, postmarked on or before the Response Deadline. For each Compensable
27 Work Weeks Dispute, the Settlement Administrator will consult with the Parties to
28 determine whether an adjustment is warranted. The Settlement Administrator shall

determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Members and the Parties. In the absence of circumstances indicating fraud, manipulation or destruction, Defendant's records will be given a rebuttable presumption of accuracy.

13. Disputes Regarding Administration of Settlement

Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

14. Requests for Exclusion

The Notice of Class Action Settlement shall state that Class Members who wish to exclude themselves from the Class Settlement must submit a Request for Exclusion, postmarked on or before the Response Deadline. The Request for Exclusion will be deemed invalid if it does not contain the Class Member's full name, mailing address, signature, and a statement requesting exclusion, as provided in Section I.39. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. If the Settlement Administrator is unsure of the validity of a Request for Exclusion, it must provide a copy of the Request for Exclusion to the Parties to review and make a determination as to its validity. Any Class Member who requests to be excluded from the Class Settlement will not be entitled to an Individual Settlement Payment and will not be bound to the Class Settlement, or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline (i.e., Settlement Class Members) shall be bound by all terms of the Settlement and any Final Approval

1 Order and Judgment entered in the Action if the Settlement is approved by the Court.
2 Any Class Member who is also considered an Aggrieved Employee will still be issued
3 their Individual PAGA Payment and be bound to the PAGA Settlement, regardless of
4 whether they submit a Request for Exclusion. No later than five (5) calendar days after
5 the Response Deadline, the Settlement Administrator shall provide counsel for the
6 Parties with a complete list of all Class Members who have submitted a valid and
7 timely Request for Exclusion.

8 **15. Notices of Objection**

9 The Notice of Class Action Settlement shall state that Settlement Class
10 Members who wish to object to the Class Settlement may do so in person at the Final
11 Approval Hearing and/or in writing by submitting a Notice of Objection to the
12 Settlement Administrator, postmarked on or before the Response Deadline. The date
13 of mailing on the envelope shall be deemed the exclusive means for determining that
14 a Notice of Objection was timely submitted. The Settlement Administrator must
15 provide a copy of written Notices of Objection that it has received, to the Parties,
16 within three (3) business days of receipt. Class Counsel will ensure that any Notices
17 of Objection received by the Settlement Administrator by the Response Deadline are
18 filed with the Court along with the Motion for Final Approval; to this end, the
19 Settlement Administrator will provide its declaration attaching the Notices of
20 Objection that it has received, as an exhibit, and Class Counsel will file this declaration
21 with the Court. Either of the Parties may file a responsive document to any objection
22 before the Final Approval Hearing or within such other deadline set by the Court. Any
23 attorney who will represent an individual objecting to the Class Settlement who has
24 not submitted a Notice of Objection must file a notice of appearance with the Court
25 and serve Class Counsel and counsel for Defendant no later than the Response
26 Deadline. Class Counsel shall not represent any Settlement Class Members with
27 respect to any such objections.

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Any Settlement Class Member who fails to submit a timely written Notice of Objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Class Settlement whether by appeal or otherwise.

An individual who submits a valid and timely Request for Exclusion from the Class Settlement may not object to the Class Settlement.

16. No Solicitation of Objections or Exclusions

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit objections to the Class Settlement or Requests for Exclusion, or to appeal from the Court's Final Approval Order and Judgment.

17. Funding and Allocation of Total Settlement Amount

No later than fifteen (15) calendar days after the Effective Date, Defendant shall provide the Total Settlement Amount and Employer Taxes to the Settlement Administrator to fund the Settlement, as set forth in this Agreement. Defendant will not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Final Approval Order and Judgment, and after the Effective Date of the Agreement. Within seven (7) calendar days of the receipt of the Total Settlement Amount and Employer Taxes, the Settlement Administrator shall make the payments as specified in this Settlement Agreement.

18. Escalator Clause

The Parties estimate that there are 247,486 Compensable Work Weeks during the period from May 13, 2018 to June 8, 2023 (the "Projected California Class Workweeks"). Should the actual number of Compensable Work Weeks for the Class Members during the period from May 13, 2018 to June 8, 2023 exceed 267,285 (i.e., 7.5% higher than 247,486), then Defendant shall have the option of either: (a) increasing the Total Settlement Amount on a *pro rata* basis equal to the percentage

increase in the number of Compensable Work Weeks worked by the Class Members above seven and a half percent (7.5%), meaning Defendant will increase the Total Settlement Amount by the percentage amount above seven and a half percent (7.5%) (e.g., if the number of Compensable Work Weeks increases by 8% to 267,285 Compensable Work Weeks, the Total Settlement Amount will increase by one-half percent (0.5%)); or (b) adjusting the end date of the Class Period and PAGA Period so that they end on the last date on which the Compensable Work Weeks for the Class Members is no more than 266,047 Compensable Work Weeks. The actual Compensable Work Weeks are to be determined based on the Class Information.

19. Net Settlement Fund

The Net Settlement Fund will be determined by the Settlement Administrator by subtracting the Court-approved Class Counsel Award, Class Representative Enhancement Award, PAGA Settlement Amount, and Settlement Administrator Costs from the Total Settlement Amount. The anticipated Net Settlement Fund is approximately \$1,800,000.00. The Parties estimate the amount of the Net Settlement Fund as follows:

Total Settlement Amount:	\$ 3,500,000.00
Class Representative Enhancement Award:	\$ 10,000.00
Class Counsel Fees:	\$ 1,225,000.00
Class Counsel Costs:	\$ 40,000.00
PAGA Settlement Amount	\$ 400,000.00
Settlement Administrator Costs:	\$ 25,000.00
Anticipated Net Settlement Fund	\$ 1,800,000.00

This is a non-reversionary Settlement in which Defendant is required to pay the entire Total Settlement Amount, which includes, the Class Counsel Award, Class Representative Service Award, Individual Settlement Payments, PAGA Settlement Amount, and Settlement Administrator Costs. No portion of the Total Settlement Amount will revert to Defendant. Defendant shall pay the Employer Taxes separately

and in addition to the Total Settlement Amount.

20. Individual Settlement Payments Calculations

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund based on the Class Members' number of Compensable Work Weeks, as follows:

a. After preliminary approval of the Settlement, the Settlement Administrator will divide the Net Settlement Fund by the Compensable Work Weeks of all Class Members to yield the "Estimated Compensable Work Week Value," and multiply each Class Member's individual Compensable Work Weeks by the Estimated Compensable Work Week Value to yield her, his, or their estimated gross Individual Settlement Payment that she, he, or they may be eligible to receive under the Class Settlement.

b. After final approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Fund by the Compensable Work Weeks of all Settlement Class Members to yield the "Final Compensable Work Week Value," and multiply each Settlement Class Member's individual Compensable Work Weeks by the Final Compensable Work Week Value to yield her, his, or their gross Individual Settlement Payment.

21. Treatment of Individual Settlement Payments

All gross Individual Settlement Payments will be allocated as follows: ten percent (10%) as wages, forty-five percent (45%) as penalties, and forty-five percent (45%) as interest. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties and interest will be reported on an IRS Form 1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the gross Individual Settlement Payments, and issue checks to Settlement Class Members net of these taxes and withholdings. The Settlement Administrator will obtain from Defendant, and transmit to the pertinent taxing authorities, the Employer Taxes.

1 Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to
2 each Settlement Class Member's last known mailing address within fifteen (15)
3 calendar days after the Settlement Administrator receives the Total Settlement Amount
4 and Employer Taxes.

5 **22. Individual PAGA Payments**

6 Aggrieved Employees will be paid on a *pro rata* basis from the PAGA
7 Settlement Amount based on their number of Compensable Pay Periods as follows:
8 The Settlement Administrator will divide the Aggrieved Employee Amount, i.e., 25%
9 of the PAGA Settlement Amount, by the total number of Compensable Pay Periods of
10 all Aggrieved Employees to yield the "PAGA Compensable Pay Period Value," and
11 multiply each Aggrieved Employee's individual Compensable Pay Periods by the
12 PAGA Compensable Pay Period Value to yield her, his, or their Individual PAGA
13 Payment. Individual PAGA Payments shall be mailed by regular First-Class U.S. Mail
14 to each Aggrieved Employee's last known mailing address within fifteen (15) calendar
15 days after the Settlement Administrator receives the Total Settlement Amount. All
16 Individual PAGA Payments will be allocated as one hundred percent (100%) non-
17 wages for which an IRS Form 1099 will be issued (if applicable).

18 **23. Settlement Checks**

19 The Settlement Administrator will be responsible for undertaking appropriate
20 deductions, required tax reporting, and issuing the net payment of Individual
21 Settlement Payments by way of check to the Settlement Class Members and Individual
22 PAGA Payments by way of check to the Aggrieved Employees in accordance with the
23 Settlement Agreement. When issuing payments, the Settlement Administrator may
24 combine the Individual Settlement Payment and Individual PAGA Payment into one
25 check if the intended recipient for both payments is one individual. Each such check
26 will be valid and negotiable for one hundred and eighty (180) calendar days from the
27 date that the checks are issued, and thereafter, shall be canceled. All funds associated
28 with such canceled checks will be transmitted to the State of California Office of the

1 Controller Unclaimed Property Division in the name of the individuals who did not
2 cash, deposit, or otherwise negotiate his/her/their checks. The Parties agree to
3 coordinate their efforts to seek Court approval for such an escheatment process of
4 uncashed funds. If, for some reason, the Court does not approve the escheatment of
5 uncashed funds, the Parties agree to meet and confer to identify a mutually-agreeable
6 *cy pres* recipient(s).

7 **24. Class Representative Enhancement Award**

8 Plaintiff will request that the Court approve a Class Representative
9 Enhancement Award in an amount up to Ten Thousand Dollars and Zero Cents
10 (\$10,000.00). The Class Representative Enhancement Award shall be paid to Plaintiff
11 from the Total Settlement Amount within fifteen (15) calendar days after the
12 Settlement Administrator receives the Total Settlement Amount. The Settlement
13 Administrator shall issue an IRS Form 1099 to Plaintiff for her Class Representative
14 Enhancement Award. Plaintiff shall be solely and legally responsible to pay any and
15 all applicable taxes on her Class Representative Enhancement Award and shall hold
16 harmless Defendant and Class Counsel from any claim or liability for taxes, penalties,
17 or interest arising as a result of the Class Representative Enhancement Award. The
18 Class Representative Enhancement Award shall be in addition to the Plaintiff's
19 Individual Settlement Payment and/or Individual PAGA Payment. Any amount
20 requested by Plaintiff for the Class Representative Enhancement Award and not
21 granted by the Court shall be a part of the Net Settlement Fund and be distributed to
22 Settlement Class Members as provided in this Agreement. In the event that the Court
23 reduces or does not approve the requested Class Representative Enhancement Award,
24 neither Plaintiff nor Class Counsel shall have the right to revoke the Settlement and it
25 will remain binding.

26 **25. Class Counsel Award**

27 Class Counsel will request that the Court approve attorneys' fees in the amount
28 of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., \$1,225,000.00

1 if the Total Settlement Amount remains \$3,500,000.00) and reimbursement of
2 litigation costs and expenses associated with Class Counsel's prosecution of the
3 Action in an amount not to exceed Forty Thousand Dollars and Zero Cents
4 (\$40,000.00), both of which will be paid from the Total Settlement Amount subject to
5 Court approval. In the event that the Court reduces or does not approve the requested
6 Class Counsel Award, neither Plaintiff nor Class Counsel shall have the right to revoke
7 the Settlement and it will remain binding. The Court-approved Class Counsel Award
8 shall be payable to Class Counsel within fifteen (15) calendar days after the Settlement
9 Administrator receives the Total Settlement Amount. Class Counsel shall be solely
10 and legally responsible for paying all applicable taxes on the payment made pursuant
11 to this Paragraph. The Settlement Administrator shall issue an IRS Form 1099 to Class
12 Counsel for the Class Counsel Award. With respect to the Class Counsel Award, the
13 Settlement Administrator may purchase an annuity to utilize United States Treasuries
14 and bonds or utilize other attorney fee deferral vehicles, for Class Counsel, and any
15 additional expenses for doing so shall be paid separately by Class Counsel and shall
16 not be included within the Settlement Administrator Costs. This Settlement is not
17 contingent upon the Court awarding Class Counsel any particular amount in attorneys'
18 fees and costs. Any amount requested by Class Counsel for the Class Counsel Award
19 and not granted by the Court shall be a part of the Net Settlement Fund and be
20 distributed to Settlement Class Members as provided in this Agreement.

21 **26. Settlement Administrator Costs**

22 The Parties agree to allocate up to Twenty-Five Thousand Dollars and Zero
23 Cents (\$25,000.00) of the Total Settlement Amount for Settlement Administrator
24 Costs. The Settlement Administrator shall have the authority and obligation to make
25 payments, credits, and disbursements to Settlement Class Members and Aggrieved
26 Employees in the manner set forth herein, calculated in accordance with the
27 methodology set out in this Agreement and orders of the Court. The Parties agree to
28 cooperate in the settlement administration process and to make all reasonable efforts

1 to control and minimize the cost and expenses incurred in administration of the
2 Settlement. The Settlement Administrator shall pay the Court-approved Settlement
3 Administrator Costs to itself within fifteen (15) calendar days after the Settlement
4 Administrator mails payments to the Settlement Class Members and Aggrieved
5 Employees. Any amount requested for the Settlement Administrator Costs and not
6 granted by the Court shall be a part of the Net Settlement Fund and be distributed to
7 Settlement Class Members as provided in this Agreement.

8 **27. Responsibilities of the Settlement Administrator**

9 The Settlement Administrator shall be responsible for the following: processing
10 and mailing payments to Plaintiff, Class Counsel, Settlement Class Members, and
11 Aggrieved Employees; printing and mailing Class Notices and tax forms to the
12 Settlement Class Members and Aggrieved Employees as directed by the Court;
13 receiving and reporting the Requests for Exclusion, Notices of Objection, and
14 Compensable Work Weeks Disputes; providing declaration(s) as necessary in support
15 of preliminary and/or final approval of this Settlement; filing all tax forms required by
16 law, and other tasks as the Parties mutually agree or the Court orders the Settlement
17 Administrator to perform. The Settlement Administrator shall keep the Parties timely
18 apprised of the performance of all Settlement Administrator responsibilities. Plaintiff,
19 Class Counsel, Defendant, and Defendant's Counsel shall not bear any responsibility
20 for errors or omissions in the calculation or distribution of the settlement payments or
21 development of the list of recipients of settlement payments.

22 **28. PAGA Settlement Amount**

23 Subject to approval by the Court, the Parties agree that the amount of Four
24 Hundred Thousand Dollars and Zero Cents (\$400,000.00) from the Total Settlement
25 Amount will be allocated as penalties under the California Labor Code Private
26 Attorneys General Act of 2004 (i.e., PAGA Settlement Amount), of which seventy-
27 five percent (75%), or \$300,000.00, will be paid to the LWDA (i.e., the LWDA
28 Payment) and the remaining twenty-five percent (25%), or \$100,000.00, will be

distributed to Aggrieved Employees (i.e., Aggrieved Employee Amount) on a *pro rata* basis, based on their Compensable Pay Periods during the PAGA Period (i.e., Individual PAGA Payments).

29. Final Approval Hearing and Entry of Final Judgment

Upon expiration of the Response Deadline, with the Court's permission, the Final Approval Hearing shall be conducted to determine final approval of the Settlement along with the amounts properly payable for the: (i) Class Counsel Award; (ii) Class Representative Enhancement Award; (iii) Settlement Administrator Costs; (iv) Individual Settlement Payments; and (v) Individual PAGA Payments.

30. Final Approval Order

Plaintiff will request that the Court enter, after the Final Approval Hearing, a Final Approval Order, jointly agreed to by the Parties, which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for the Class Counsel Award to Class Counsel;
- d. Approval of the application for the Class Representative Enhancement Award to Plaintiff;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering judgment in the Action, while maintaining continuing jurisdiction.

31. Nullification of Settlement Agreement

In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court denies final approval of the Settlement; (iii) the Court refuses to enter the contemplated Final Approval Order and Judgment as provided herein; or (iv) the

1 Settlement does not become final for any other reason, this Settlement Agreement shall
2 be null and void and any order or judgment entered by the Court in furtherance of this
3 Settlement shall be treated as void from the beginning. If such event(s) occur causing
4 the Settlement Agreement to become null and void, the Parties shall proceed in all
5 respects as if this Agreement had not been executed, except that any fees already
6 incurred by the Settlement Administrator shall be paid by the Party terminating the
7 Settlement, unless the Settlement Agreement becomes null and void due to the Court
8 declining to grant preliminary or final approval to the Settlement, in which case the
9 fees already incurred by the Settlement Administrator's shall be split evenly between
10 the Parties. In the event an appeal is filed from the Court's Final Approval Order and
11 Judgment, or any other appellate review is sought, administration of the Settlement
12 shall be stayed pending final resolution of the appeal or other appellate review.

13 **32. No Effect on Employee Benefits**

14 Amounts paid to Plaintiff, Settlement Class Members, and Aggrieved
15 Employees pursuant to this Agreement shall not be deemed pensionable earnings and
16 shall not have any effect on the eligibility for, or calculation of, any of the employee
17 benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff, Settlement
18 Class Members, and Aggrieved Employees.

19 **33. No Admission by Defendant**

20 Defendant denies any and all claims alleged in the Lawsuit and denies all
21 wrongdoing whatsoever. This Agreement is not a concession or admission and shall
22 not be used against Defendant as an admission or indication with respect to any claim
23 of any fault, concession, or omission by Defendant.

24 **34. Exhibits and Headings**

25 The terms of this Agreement include the terms set forth in any attached exhibits,
26 which are incorporated by this reference as though fully set forth herein. Any exhibits
27 to this Agreement are an integral part of the Settlement. The descriptive headings of
28 any paragraphs or sections of this Agreement are inserted for convenience of reference

only and do not constitute a part of this Agreement.

35. Interim Stay of Proceedings

The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

36. Amendment or Modification

This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest, subject to Court approval.

37. Entire Agreement

This Agreement and any attached exhibits constitute the entire Agreement among the Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its exhibits. The Parties are entering into this Agreement based solely on the representations and warranties herein and not based on any promises, representation, and/or warranties not found herein.

38. Authorization to Enter into Settlement Agreement

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to finalize and affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court or Mediator to resolve such disagreement. The persons

1 signing this Agreement on behalf of Defendant represent and warrant that they are
2 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
3 warrants that she is authorized to sign this Agreement and that she has not assigned
4 any claim, or part of a claim, covered by this Settlement to a third-party.

5 **39. Binding on Successors and Assigns**

6 This Agreement shall be binding upon, and inure to the benefit of, the successors
7 or assigns of the Parties hereto, as previously defined.

8 **40. California Law Governs**

9 All terms of this Agreement and the exhibits hereto shall be governed by and
10 interpreted according to the laws of the State of California.

11 **41. Counterparts**

12 This Agreement may be executed in one or more counterparts. All executed
13 counterparts and each of them shall be deemed to be one and the same instrument.

14 **42. Jurisdiction of the Court**

15 The Parties agree that the Court shall retain jurisdiction with respect to the
16 interpretation, implementation, and enforcement of the terms of this Agreement and
17 all orders and judgments entered in connection therewith, and the Parties and their
18 counsel hereto submit to the jurisdiction of the Court for purposes of interpreting,
19 implementing, and enforcing the settlement embodied in this Agreement and all orders
20 and judgments entered in connection therewith.

21 **43. Invalidity of Any Provision**

22 Before declaring any provision of this Agreement invalid, the Court shall first
23 attempt to construe the provisions valid to the fullest extent possible consistent with
24 applicable precedents so as to define all provisions of this Agreement valid and
25 enforceable.

26 **44. Publicity**

27 Plaintiff and Class Counsel agree not to engage in publicity regarding this
28 Settlement, including the fact of the Settlement, its terms or contents, and the

1 negotiations underlying the Settlement, in any manner or form, directly or indirectly,
2 to any person or entity. For the avoidance of doubt, this Paragraph means Plaintiff
3 and Class Counsel agree not to issue press releases, communicate with, or respond to
4 any media or publication entities, publish information in manner or form, whether
5 printed or electronic, on any medium or otherwise communicate, whether by print,
6 video, recording or any other medium, with any person or entity concerning the
7 Settlement, including the fact of the Settlement, its terms or contents and the
8 negotiations underlying the Settlement, except as shall be contractually required to
9 effectuate the terms of the Settlement. However, this will not prohibit Class Counsel
10 from responding to inquiries from Class Members regarding the Settlement. Also, for
11 the limited purpose of allowing Class Counsel to prove adequacy as class counsel in
12 other actions, Class Counsel may disclose the name of the Parties in the Action and
13 the venues and case number of the Action for such purposes. Nothing herein will
14 restrict Class Counsel from including publicly available information regarding the
15 Action and Settlement in future judicial submissions regarding Class Counsel's
16 qualifications and experience. Furthermore, Plaintiff and Class Counsel will
17 undertake any and all disclosures required to be made to the LWDA in conformity
18 with PAGA.

19 **45. Notice of Settlement to LWDA.**

20 Plaintiff will submit this Agreement to the LWDA as required by Labor Code
21 Section 2699(l)(2) at the same time that it is submitted to the Court for preliminary
22 approval.

23 WHEREFORE, the Parties have executed this Agreement as of the dates set
24 forth below.

25 ///

26 ///

27 ///

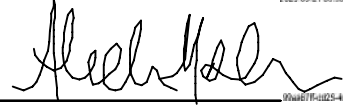
28 ///

IT IS SO AGREED:

Plaintiff Aleida Miranda

DATED: 03/20/2025, 2025

By:


Electronically Signed 2025-03-21 00:00:03 UTC - 172.99.144.14
Waters AssuredSign® 95a687f1-cd25-4b32-4764-62a016a4871

American National Red Cross

DATED: _____, 2025

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

DATED: _____, 2025

**CONSTANGY, BROOKS, SMITH &
PROPHETE LLP**

By: _____

Barbara Antonucci

Steven Katz

Matthew Scholl

*Attorneys for Defendant American
National Red Cross*

DATED: March 21, 2025

LAWYERS *for* JUSTICE, PC

By: _____



Arby Aiwazian

Joanna Ghosh

Selena Matavosian

Attorneys for Plaintiff Aleida Miranda

IT IS SO AGREED:

Plaintiff Aleida Miranda

DATED: _____, 2025

By: _____

American National Red Cross

DATED: March 21, 2025

By: Chevanniese Smith

Name: Chevanniese Smith

Title: Vice President & Chief Counsel, Employment & Labor

APPROVED AS TO FORM:

DATED: March 24, 2025

**CONSTANGY, BROOKS, SMITH &
PROPHETE LLP**

By:  _____

Barbara Antonucci

Steven Katz

Matthew Scholl

*Attorneys for Defendant American
National Red Cross*

DATED: _____, 2025

LAWYERS *for* JUSTICE, PC

By: _____

Arby Aiwarzian

Joanna Ghosh

Selena Matavosian

Attorneys for Plaintiff Aleida Miranda

Exhibit A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR
COURT APPROVAL**

Aleida Miranda v. American National Red Cross

United States District Court for the Northern District of California

Case No. 3:22-cv-03633-SK

PLEASE READ THIS NOTICE AS IT MAY AFFECT YOUR LEGAL RIGHTS.

1. *Why Did I Get This Notice?*

A proposed settlement has been reached between Plaintiff Aleida Miranda (“Plaintiff”) and American National Red Cross (“Defendant”) (together, the “Parties”) in the action entitled *Aleida Miranda v. American National Red Cross*, United States District Court for the Northern District of California, Case No. 3:22-cv-03633-SK (“Action”). This Notice is being sent to you by order of that court, which has preliminarily approved the settlement and conditionally certified a class. Because your rights may be affected by the Settlement, you should read this Notice carefully.

This Notice briefly describes the claims alleged, the key settlement terms, your rights and options, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Compensable Work Weeks you are credited with. The Court has not determined whether Defendant broke any law. Both sides agreed to settle the case without agreeing who is right or wrong, in order to avoid the risks and cost of a trial. Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class.

2. *Important Definitions*

“**Aggrieved Employees**” means all current and former non-exempt employees who worked for Defendant in California during the PAGA Period.

“**Class**” or “**Class Members**” means all current and former non-exempt employees who worked for Defendant in California between May 13, 2018 through February 9, 2024.

“**Class Period**” means the period from May 13, 2018 through February 9, 2024.

“**Class Settlement**” means the settlement and resolution of the Released California Class Claims (described in Section 12 below).

“**PAGA Period**” means the period from March 10, 2021 through February 9, 2024.

“**PAGA Settlement**” means the settlement and resolution of Released PAGA Claims (described in Section 12 below).

3. *What is this Case About?*

On March 10, 2022, Plaintiff provided written notice by online submission of her intent to seek civil penalties for various alleged violations of the California Labor Code to the California Labor and Workforce Development Agency (“LWDA”) and Defendant pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code section 2699, *et seq.* (“LWDA Letter”).

On May 13, 2022, Plaintiff initiated a putative class action by filing a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendant in the Superior Court of California for the County of Alameda, Case No. 22CV011294. On June 21, 2022, Defendant removed the action to the United States District Court for the Northern District of California, Case No. 3:22-cv-03633-SK (“Action”).

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Questions? Call the Settlement Administrator, ILYM Group, Inc. at 1-xxx-yyy-zzzz

On July 12, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Action.

On September 27, 2022, Plaintiff filed a Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”).

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep complete and accurate payroll records, reimburse necessary business-related expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties have reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (“Settlement,” “Agreement,” and/or “Settlement Agreement”).

4. What is a “Class Action”?

In a class action, one or more class representatives sue on behalf of a group of people who are in a position to make similar claims. In this case, Plaintiff Aleida Miranda is the class representative (“Class Representative”). American National Red Cross is the Defendant. A class action allows a court to resolve at one time all the issues for all the class members who do not exclude themselves from the class. A class member is bound by the judgment entered in the case, whether the class wins or loses, and may not sue over the same claims that were decided in the class action.

5. How Does the Class Action Settlement Work?

If you are a Class Member, you do not need to take any action to receive your *pro rata* share of the Net Settlement Fund (called an “Individual Settlement Payment”), but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Compensable Work Weeks credited to you, if you choose, as explained more fully in Sections 9, 10, and 11 below. If you worked within the PAGA Period, you are an “Aggrieved Employee.” Aggrieved Employees will receive their *pro rata* share of the twenty-five percent (25%) portion of the PAGA Settlement Amount (called an “Individual PAGA Payment”) regardless of whether they opt out of participating in the Class Settlement, as explained more fully in Section 8 below.

Plaintiff and Defendant, and their respective counsel, believe the settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable.

On [date of preliminary approval], in the United States District Court for the Northern District of California, the presiding judge entered an order preliminarily approving the Settlement, conditionally certified the Class for settlement purposes, appointed Phoenix Settlement Administrators as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Aleida Miranda as the Class Representative, and Class Counsel (listed in Section 6 below) as counsel for the Class, and directed that you receive this Notice.

The Court will hold a hearing on [date of final approval hearing] at [a.m./p.m.] (“Final Approval Hearing”), located at the San Francisco Courthouse, 450 Golden Gate Avenue, Courtroom C, 15th Floor, San Francisco, California 94102, before [Magistrate], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate.

The Final Approval Hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may do if you wish to do so. Class Members may

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appear at the Final Approval Hearing via Zoom. Instructions are provided by the Court at <https://cand.uscourts.gov/judges/kim-sallie-sk/>.

6. Who Are the Attorneys Representing the Parties?	
Attorneys for Plaintiff and the Class (“Class Counsel”): Arby Aiwarzian Joanna Ghosh Selena Matavosian Lawyers for Justice, PC 450 North Brand Boulevard, Suite 900 Glendale, California 91203 Tel: (818) 265-1020 Fax: (818) 265-1021	Attorneys for Defendant: Steven B. Katz Matthew A. Scholl Constangy, Brooks, Smith & Prophete LLP 2029 Century Park East, Suite 1100 Los Angeles, California 90067 Tel: (310) 909-7775 Fax: (424) 465-6630 Barbara I. Antonucci Constangy, Brooks, Smith & Prophete LLP 601 Montgomery Street, Suite 350 San Francisco, California 94111 Tel: (415) 918-3000 Fax: (415) 918-3034

The Court has decided that the attorneys for Plaintiff are qualified to represent you and all other Class Members simultaneously in this Settlement. You do not need to hire your own attorney because Class Counsel are working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

7. What Are My Options?

DO NOTHING: If you do nothing, you *will* be bound to the Class Settlement, release the Released Class Claims described in Section 12 below, and will be issued an Individual Settlement Payment if the Court grants final approval of the Settlement. If you are an Aggrieved Employee, you will be bound to the PAGA Settlement, release the Released PAGA Claims described in Section 12 below, and will be issued an Individual PAGA Settlement.

OPT OUT: If you “opt out” from the Class Settlement, as described in Section 10 below, then you will *not* receive an Individual Settlement Payment and will not be bound by the terms of the Class Settlement. If you “opt out” of the Class Settlement, you will retain your right to sue Defendant on your own behalf, except for the Released PAGA Claims.

You will be automatically included in the PAGA Settlement and issued your Individual PAGA Payment, irrespective of whether you have excluded yourself from the Class Settlement. This means you will be bound by the terms of the PAGA Settlement, and you will release the Released PAGA Claims described in Section 12 below.

OBJECT: If you object to the terms of the Class Settlement, you can submit a Notice of Objection to the Settlement Administrator described in Section 11 below. If you want to object to the Class Settlement, then you must *NOT* opt out of the Class Settlement.

The procedures for opting out or objecting to the Class Settlement are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself from the Class Settlement” and “How Do I Object to the Class Settlement?”

Note: Defendant will not retaliate in any way against you—and is forbidden by law to retaliate in any way against you—for either participating or not participating in this settlement.

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8. What are the Main Terms of the Settlement and How Much Will I Receive?

Defendant will pay \$3,500,000.00 as the Total Settlement Amount, subject to possible increase if it is determined that the number of Compensable Work Weeks exceeds a predetermined threshold. The following shall be deducted from the Total Settlement Amount before any payments are made to Settlement Class Members, subject to approval by the Court: (1) Class Representative Enhancement Award to Plaintiff in an amount up to \$10,000.00, (2) Settlement Administrator Costs to the Settlement Administrator in an amount estimated not to exceed \$25,000.00, (3) attorneys' fees in an amount up to 35% of the Total Settlement Amount (i.e., \$1,225,000.00 if the Total Settlement Amount is \$3,500,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed \$40,000.00 (collectively, "Class Counsel Award") to Class Counsel, and (4) the amount of \$400,000.00 allocated to civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA Settlement Amount"). The PAGA Settlement Amount will be distributed as seventy-five percent (75%) to the LWDA (i.e., \$300,000.00) ("LWDA Payment") and the remaining twenty-five percent (25%) (\$100,000.00) will be distributed to Aggrieved Employees on a *pro rata* basis ("Aggrieved Employee Amount").

After these deductions, the portion that is available to be divided amongst the Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement ("Settlement Class Members") is referred to as the "Net Settlement Fund."

Class Members are eligible to receive payment under the Class Settlement of their Individual Settlement Payment based on the number of weeks in which each Class Member worked as a non-exempt employee of Defendant in California at any time during the Class Period ("Compensable Work Weeks").

The Settlement Administrator has divided the Net Settlement Fund by the Compensable Work Weeks of all Class Members to yield the "Estimated Compensable Work Week Value," and multiplied each Class Member's individual Compensable Work Weeks by the Estimated Compensable Work Week Value to yield her, his, or their estimated gross Individual Settlement Payment (which is listed below). After final approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Fund by the Compensable Work Weeks of all Settlement Class Members to yield the "Final Compensable Work Week Value," and multiply each Settlement Class Member's individual Compensable Work Weeks by the Final Compensable Work Week Value to yield her, his, or their gross Individual Settlement Payment. Settlement Class Members will be issued payment of their final Individual Settlement Payment.

The Settlement Administrator has divided the Aggrieved Employee Amount by the total number of Compensable Pay Periods of all Aggrieved Employees to yield the "PAGA Compensable Pay Period Value," and multiplied each Aggrieved Employee's individual Compensable Pay Periods by the PAGA Compensable Pay Period Value to yield her, his, or their Individual PAGA Payment.

Each Individual Settlement Payment will be allocated as follows: 10% as wages, which will be reported on an IRS Form W-2, and 45% as penalties and 45% as interest, which will be reported on an IRS Form-1099 by the Settlement Administrator. Each Individual Settlement Payment will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Payment, resulting in a net payment to the Settlement Class Member. The employer's share of taxes and contributions with respect to the wages portion of Individual Settlement Shares shall be paid by Defendant separately and in addition to the Total Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and 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 Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the 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 provide your correct mailing address to the Settlement**

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Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.

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

The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

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

The Individual PAGA Payment will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take several months. Your Individual Settlement Payment and Individual PAGA Payment (if applicable) as reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

9. How Do I Dispute my Compensable Work Weeks and/or Compensable Pay Periods?

According to Defendant's records:

- **From May 13, 2018 through February 9, 2024 (i.e., Class Period), you are credited as having worked [REDACTED] Compensable Work Weeks.**
- **From March 10, 2021 through February 9, 2024 (i.e., PAGA Period), you are credited as having worked [REDACTED] Compensable Pay Periods.**

If you wish to dispute the Compensable Work Weeks credited to you, you must submit a written letter ("Compensable Work Weeks Dispute") to the Settlement Administrator, which must: (a) contain the case name and number of the Action (*Aleida Miranda v. American National Red Cross*, Case No. 3:22-cv-03633-SK); (b) contain your full name, signature, mailing address, telephone number, and the last four digits of your Social Security Number; (c) clearly state that you dispute the number of Compensable Work Weeks credited to you for the Class Period and what you contend is the correct number to be credited to you; (d) attach any documentation that you have to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in Section 10 below, on or before [Response Deadline].

10. How Do I Opt Out or Exclude Myself from the Class Settlement?

If you do not want to be part of the Class Settlement, then you must submit a written letter indicating a request to be excluded from the Class Settlement ("Request for Exclusion") to the Settlement Administrator, which must (a) contain the case name and number of the Action (*Aleida Miranda v. American National Red Cross*, Case No. 3:22-cv-03633-SK); (b) contain your full name, signature, mailing address, telephone number, and the last four digits of your Social Security Number, (c) contain a simple statement electing that you wish to be excluded from the Class Settlement, and (d) be submitted by mail to the Settlement Administrator at the specified address below, on or before [Response Deadline].

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class

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Settlement (or the release of Released Class Claims described in Section 12 below), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to release of claims described in Section 12 below, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section 12 below) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

11. How Do I Object to the Class Settlement?

If you are a Class Member who has not submitted a Request for Exclusion, then you may object to the Class Settlement, personally or through an attorney, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator, which must: (a) contain the case name and number of the Action (*Aleida Miranda v. American National Red Cross*, Case No. 3:22-cv-03633-SK); (b) contain your full name, signature, mailing address, telephone number, and the last four digits of your Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) attach copies of any papers, briefs, or other documents upon which the objection is based; (e) identify whether you are represented by legal counsel for the objection and provide said counsel’s full name and contact information; and (f) be submitted by mail to the Settlement Administrator at the specified address listed in Section 10 above, on or before **Response Deadline**.

Notwithstanding the above, Settlement Class Members may appear at the Final Approval Hearing to object orally even if they have not submitted a Notice of Objection.

If the Court rejects the objection, then the objector will receive an Individual Settlement Payment and will be bound by the terms of the Class Settlement and Released Class Claims.

12. What are the Released Claims?

As of the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Settlement Class Members release the Released Parties from the Released Class Claims. Plaintiff and Settlement Class Members shall be deemed to have, and by operation of the Final Approval Order and Judgment approved by the Court, shall have, fully, finally, and forever settled and released all Released Parties of and from all Released Class Claims.

As of the Effective Date and full funding of the Total Settlement Amount, Plaintiff, the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees release the Released Parties from the Released PAGA Claims. Plaintiff, the State of California with respect to all Aggrieved Employees, and Aggrieved Employees shall be deemed to have, and by operation of the Final Approval Order and Judgment approved by the Court, shall have, fully, finally, and forever settled and released all Released Parties of and from all Released PAGA Claims.

“Released Class Claims” means any and all claims under state, federal, or local law, arising out of the claims pled in the Action or that could have been pled in the Action and all other claims, including but not limited to those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pled or that could have been pled in the Action, and other claims for: (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 timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; (10) violation of California’s unfair competition law, and (11) claims for damages or remedies based on the foregoing, including but not limited to minimum and overtime wages, meal and rest period premiums, reimbursements, interest, liquidated damages, statutory penalties, injunctive relief, declaratory relief, attorneys’ fees, or costs.

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“Released PAGA Claims” means any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004, codified at California Labor Code § 2698 *et seq.*, based on the facts pled in the Action and PAGA Notice or that could have been asserted based on the facts pled in the Action and PAGA Notice, for violations of the California Labor Code and Wage Orders, for: (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 timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; and (9) failure to reimburse necessary business expenses.

“Released Parties” means Defendant, and each of its current, former, and future affiliated entities, officers, directors, representatives, owners, partners, subsidiaries, parent companies, joint venturers, insurers, administrators, agents, members, predecessors, managers, servants, successors-in-interest, assigns, and affiliates.

13. 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 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://pacer.uscourts.gov/>. The Court also provides access to PACER at the Clerk’s Office for \$.10 per page, located at 450 Golden Gate Avenue, San Francisco, California 94102 from 9:00 a.m. to 4:00 p.m. Monday through Friday, excluding court-observed holidays.

PLEASE DO NOT CONTACT THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

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EXHIBIT 3

Arby Aiwarzian (Cal. State Bar No. 269827)
arby@calljustice.com
Joanna Ghosh (Cal. State Bar No. 272479)
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Attorneys for Plaintiff

[Additional counsel listed on following page]

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

ALEIDA MIRANDA, 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.

AMERICAN NATIONAL RED
CROSS, an unknown business entity;
and DOES 1 through 100, inclusive,
Defendants.

Case No.: 3:22-cv-03633-SK

Honorable Sallie Kim
Courtroom C

CLASS ACTION

**AMENDMENT NO. 1 TO JOINT
STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND
RELEASE OF CLAIMS**

Complaint Filed:	May 13, 2022
Removal Filed:	June 21, 2022
FAC Filed:	July 12, 2022
SAC Filed:	September 27, 2022
Trial Date:	None Set

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11 601 Montgomery Street, Suite 350

12 San Francisco, California 94111

13 Telephone: (415) 918-3000

14 Fax: (415) 918-3034

15 *Attorneys for Defendant*

1 Plaintiff Aleida Miranda (“Plaintiff”) and Defendants American National
2 Red Cross (“Defendant”) (together, the “Parties”), pursuant to Section III, ¶ 36 of
3 the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims
4 entered into on or around March 24, 2025 (“Original Agreement”), hereby agree
5 to amend the terms of the Original Agreement, as stated herein. Other than as
6 expressly set forth herein, the terms and conditions of the Original Agreement shall
7 remain in full force and effect.

8 **A. Section I.6 of the Original Agreement is hereby amended as**
9 **follows:**

10 “Class Information” means, information regarding Class Members and
11 Aggrieved Employees that Defendant will in good faith compile from
12 Defendant’s internal and currently available electronic timekeeping, payroll,
13 and/or HRIS records. To the extent possible, it shall be formatted as a
14 Microsoft Excel spreadsheet. The Class Information shall include each Class
15 Member’s and/or Aggrieved Employees’ last known full name; last known
16 address; last known telephone number; last known e-mail address; Social
17 Security Number; number of Compensable Work Weeks; number of
18 Compensable Pay Periods; and number of Compensable Work Weeks during
19 the period from May 13, 2018 to June 8, 2023.

20 **B. Section I.27 of the Original Agreement is hereby amended as**
21 **follows:**

22 “Notice of Objection” means a Settlement Class Member’s written objection
23 to the Class Settlement, which must: (a) contain the case name and number
24 of the Action; (b) contain the Settlement Class Member’s full name,
25 signature, mailing address, telephone number, and last four (4) digits of
26 Social Security Number; (c) contain a written statement of all grounds for
27 the objection accompanied by any legal support for such objection; (d) attach
28 copies of any papers, briefs, or other documents upon which the objection is

1 based; (e) identify whether the Settlement Class Member is represented by
2 legal counsel for the objection and provide said counsel's full name and contact
3 information; and (f) be filed with the Court on or before the Response
4 Deadline.

5 **C. Section I.36 of the Original Agreement is hereby amended as**
6 **follows:**

7 "Released Class Claims" means any and all claims under state, federal,
8 or local law, pled in the Operative Complaint or that could have been
9 pled based on the factual allegations in the Operative Complaint,
10 including but not limited to those under the California Labor Code,
11 Wage Orders, regulations, and/or other provisions of law for: (1) failure
12 to pay overtime wages; (2) failure to pay meal period premiums; (3)
13 failure to pay rest period premiums; (4) failure to pay minimum wages;
14 (5) failure to timely pay wages upon termination; (6) failure to timely
15 pay wages during employment; (7) failure to provide compliant wage
16 statements; (8) failure to keep requisite payroll records; (9) failure to
17 reimburse necessary business expenses; (10) violation of California's
18 unfair competition law, and (11) claims for damages or remedies based
19 on the foregoing, including but not limited to minimum and overtime
20 wages, meal and rest period premiums, reimbursements, interest,
21 liquidated damages, statutory penalties, injunctive relief, declaratory
22 relief, attorneys' fees, or costs.

23 **D. Section I.37 of the Original Agreement is hereby amended as**
24 **follows:**

25 "Released PAGA Claims" means any and all claims for civil penalties
26 under the California Labor Code Private Attorneys General Act of 2004,
27 codified at California Labor Code § 2698 *et seq.*, pled in the Operative
28 Complaint and PAGA Notice or that could have been pled based on the

facts pled in the Operative Complaint and PAGA Notice, for violations of the California Labor Code and Wage Orders, for: (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 timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; and (9) failure to reimburse necessary business expenses.

E. Section I.40 of the Original Agreement is hereby amended as follows:

“Response Deadline” means the date that is sixty (60) calendar days after the Settlement Administrator mails the Notice of Class Action Settlement to Class Members, which is the last date on which Class Members may: (a) submit a Request for Exclusion; (b) submit a Notice of Objection; and/or (c) submit a Compensable Work Weeks Dispute. If the sixtieth (60th) day falls on a Sunday or Federal holiday, then the deadline is extended to the next day that the U.S. Postal Service is open.

F. Section III.10 of the Original Agreement is hereby amended as follows:

Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the United States Postal Service’s National Change of Address Database to update and correct any known or identifiable address changes. Within fourteen (14) calendar days of receipt of the Class Information, the Settlement Administrator shall mail copies of the Notice of Class Action Settlement to all Class Members and Aggrieved Employees via regular First-Class U.S. Mail. The Class Notice attached as “Exhibit A” shall be mailed to Class Members and Aggrieved Employees. The Settlement Administrator shall exercise its best judgment to determine the current mailing

1 address for each Class Member, including performing a search of the National
2 Change of Address (“NCOA”) database to identify any updated addresses prior
3 to mailing the Class Notice. The address identified by the Settlement
4 Administrator as the current mailing address shall be presumed to be the best
5 mailing address for each Class Member. To the extent Defendant is in
6 possession of the last known telephone numbers and email addresses of Class
7 Members and Aggrieved Employees, a message will be “blast” texted and/or
8 e-mailed to Class Members and Aggrieved Employees advising them to visit
9 the Settlement Administrator’s website to obtain more information regarding
10 the Settlement and important dates and deadlines.

11 **G. Section III.15 of the Original Agreement is hereby amended as**
12 **follows:**

13 The Notice of Class Action Settlement shall state that Settlement Class
14 Members who wish to object to the Class Settlement may do so in person at
15 the Final Approval Hearing and/or in writing by filing a Notice of Objection
16 with the Court on or before the Response Deadline. The Notice of Objection
17 will be scanned into the electronic case docket, and the Parties will receive
18 electronic notices of such filings. The date of filing and service shall be deemed
19 the exclusive means for determining that a Notice of Objection was timely.
20 Either of the Parties may file a responsive document to any objection before
21 the Final Approval Hearing or within such other deadline set by the Court. Any
22 attorney who will represent an individual objecting to the Class Settlement who
23 has not filed a Notice of Objection must file a notice of appearance with the
24 Court. Class Counsel shall not represent any Settlement Class Members with
25 respect to any such objections.

26 Any Settlement Class Member who fails to file a timely written Notice of
27 Objection or to present an objection in person at the Final Approval Hearing
28 shall be deemed to have waived any objections and shall be foreclosed from

1 making any objection to the Class Settlement whether by appeal or otherwise.
2 An individual who submits a valid and timely Request for Exclusion from the
3 Class Settlement may not object to the Class Settlement.

4 **H. Section III.27 of the Original Agreement is hereby amended as**
5 **follows:**

6 The Settlement Administrator shall be responsible for the following:
7 processing and mailing payments to Plaintiff, Class Counsel,
8 Settlement Class Members, and Aggrieved Employees; printing and
9 mailing Class Notices and tax forms to the Settlement Class Members
10 and Aggrieved Employees as directed by the Court; receiving and
11 reporting the Requests for Exclusion, Notices of Objection, and
12 Compensable Work Weeks Disputes; providing declaration(s) as
13 necessary in support of preliminary and/or final approval of this
14 Settlement; filing all tax forms required by law, and other tasks as the
15 Parties mutually agree or the Court orders the Settlement Administrator
16 to perform. The Settlement Administrator shall post information of
17 interest to Class Members and Aggrieved Employees on its website,
18 including the date, time, and location for the Final Approval hearing
19 and copies of the Settlement Agreement, Motion for Preliminary
20 Approval, Preliminary Approval Order, Class Notice, Motion for Final
21 Approval, and Final Approval Order and Judgment. The Settlement
22 Administrator shall keep the Parties timely apprised of the performance
23 of all Settlement Administrator responsibilities. Plaintiff, Class
24 Counsel, Defendant, and Defendant's Counsel shall not bear any
25 responsibility for errors or omissions in the calculation or distribution
26 of the settlement payments or development of the list of recipients of
27 settlement payments.

28 ///

1 **I. Exhibit A.** Exhibit A to the Original Agreement, which consisted of the
2 Notice of Pendency of Class Action Settlement and Hearing Date for Court
3 Approval (“Notice of Class Action Settlement” or “Class Notice”), is hereby
4 replaced with the revised Class Notice attached hereto as “**Exhibit A.**”

5 **IT IS SO AGREED ON BEHALF OF PLAINTIFF AND APPROVED**
6 **AS TO FORM BY THE UNDERSIGNED COUNSEL OF RECORD:**

7 Dated: September 29, 2025

LAWYERS for JUSTICE, PC

8
9 By:  _____

10 Joanna Ghosh
11 Selena Matavosian
12 *Attorneys for Plaintiff*

13 **IT IS SO AGREED ON BEHALF OF DEFENDANT AND APPROVED**
14 **AS TO FORM BY THE UNDERSIGNED COUNSEL OF RECORD:**

15 Dated: September 29, 2025

**CONSTANGY, BROOKS,
SMITH & PROPHETE LLP**

16
17
18 By:  _____

19 Barbara I. Antonucci
20 Steven B. Katz
21 Matthew A. Scholl
22 *Attorneys for Defendant*
23
24
25
26
27
28

Exhibit A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR
COURT APPROVAL**

Aleida Miranda v. American National Red Cross

United States District Court for the Northern District of California

Case No. 3:22-cv-03633-SK

PLEASE READ THIS NOTICE AS IT MAY AFFECT YOUR LEGAL RIGHTS.

1. *Why Did I Get This Notice?*

A proposed settlement has been reached between Plaintiff Aleida Miranda (“Plaintiff”) and American National Red Cross (“Defendant”) (together, the “Parties”) in the action entitled *Aleida Miranda v. American National Red Cross*, United States District Court for the Northern District of California, Case No. 3:22-cv-03633-SK (“Action”). This Notice is being sent to you by order of that court, which has preliminarily approved the settlement and conditionally certified a class. Because your rights may be affected by the Settlement, you should read this Notice carefully.

This Notice briefly describes the claims alleged, the key settlement terms, your rights and options, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Compensable Work Weeks you are credited with. The Court has not determined whether Defendant broke any law. Both sides agreed to settle the case without agreeing who is right or wrong, in order to avoid the risks and cost of a trial. Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class.

2. *Important Definitions*

“**Aggrieved Employees**” means all current and former non-exempt employees who worked for Defendant in California during the PAGA Period.

“**Class**” or “**Class Members**” means all current and former non-exempt employees who worked for Defendant in California between May 13, 2018 through February 9, 2024.

“**Class Period**” means the period from May 13, 2018 through February 9, 2024.

“**Class Settlement**” means the settlement and resolution of the Released California Class Claims (described in Section 12 below).

“**PAGA Period**” means the period from March 10, 2021 through February 9, 2024.

“**PAGA Settlement**” means the settlement and resolution of Released PAGA Claims (described in Section 12 below).

3. *What is this Case About?*

On March 10, 2022, Plaintiff provided written notice by online submission of her intent to seek civil penalties for various alleged violations of the California Labor Code to the California Labor and Workforce Development Agency (“LWDA”) and Defendant pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code section 2699, *et seq.* (“LWDA Letter”).

On May 13, 2022, Plaintiff initiated a putative class action by filing a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* against Defendant in the Superior Court of California for the County of Alameda, Case No. 22CV011294. On June 21, 2022, Defendant removed the action to the United States District Court for the Northern District of California, Case No. 3:22-cv-03633-SK (“Action”).

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Questions? Call the Settlement Administrator, ILYM Group, Inc. at 1-xxx-yyy-zzzz

On July 12, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Action.

On September 27, 2022, Plaintiff filed a Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”).

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep complete and accurate payroll records, reimburse necessary business-related expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties have reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (together, “Settlement,” “Agreement,” and/or “Settlement Agreement”).

4. What is a “Class Action”?

In a class action, one or more class representatives sue on behalf of a group of people who are in a position to make similar claims. In this case, Plaintiff Aleida Miranda is the class representative (“Class Representative”). American National Red Cross is the Defendant. A class action allows a court to resolve at one time all the issues for all the class members who do not exclude themselves from the class. A class member is bound by the judgment entered in the case, whether the class wins or loses, and may not sue over the same claims that were decided in the class action.

5. How Does the Class Action Settlement Work?

If you are a Class Member, you do not need to take any action to receive your *pro rata* share of the Net Settlement Fund (called an “Individual Settlement Payment”), but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Compensable Work Weeks credited to you, if you choose, as explained more fully in Sections 9, 10, and 11 below. If you worked within the PAGA Period, you are an “Aggrieved Employee.” Aggrieved Employees will receive their *pro rata* share of the twenty-five percent (25%) portion of the PAGA Settlement Amount (called an “Individual PAGA Payment”) regardless of whether they opt out of participating in the Class Settlement, as explained more fully in Section 8 below.

Plaintiff and Defendant, and their respective counsel, believe the settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable.

On [date of preliminary approval], in the United States District Court for the Northern District of California, the presiding judge entered an order preliminarily approving the Settlement, conditionally certified the Class for settlement purposes, appointed Phoenix Settlement Administrators as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Aleida Miranda as the Class Representative, and Class Counsel (listed in Section 6 below) as counsel for the Class, and directed that you receive this Notice.

The Court will hold a hearing on [date of final approval hearing] at [a.m./p.m.] (“Final Approval Hearing”), located at the San Francisco Courthouse, 450 Golden Gate Avenue, Courtroom C, 15th Floor, San Francisco, California 94102, before [Magistrate], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court can only approve or deny the Settlement and cannot change the terms of the Settlement.

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The date and/or time of the Final Approval Hearing may change without further notice to the Class. To check whether the date and/or time changed, please visit the Court's website at <https://ecf.cand.uscourts.gov/cgi-bin/ShowIndex.pl> or the Settlement Administrator's website at [\[settlement administrator's website\]](#).

It is not necessary for you to appear at the Final Approval Hearing, although you may do if you wish to do so. Class Members may appear at the Final Approval Hearing via Zoom. Instructions are provided by the Court at <https://cand.uscourts.gov/judges/kim-sallie-sk/>.

6. Who Are the Attorneys Representing the Parties?	
Attorneys for Plaintiff and the Class ("Class Counsel"): Arby Aiwarzian Joanna Ghosh Selena Matavosian Lawyers for Justice, PC 450 North Brand Boulevard, Suite 900 Glendale, California 91203 Tel: (818) 265-1020 Fax: (818) 265-1021	Attorneys for Defendant: Steven B. Katz Matthew A. Scholl Constangy, Brooks, Smith & Prophete LLP 2029 Century Park East, Suite 1100 Los Angeles, California 90067 Tel: (310) 909-7775 Fax: (424) 465-6630 Barbara I. Antonucci Constangy, Brooks, Smith & Prophete LLP 601 Montgomery Street, Suite 350 San Francisco, California 94111 Tel: (415) 918-3000 Fax: (415) 918-3034

The Court has decided that the attorneys for Plaintiff are qualified to represent you and all other Class Members simultaneously in this Settlement. You do not need to hire your own attorney because Class Counsel are working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

7. What Are My Options?

DO NOTHING: If you do nothing, you *will* be bound to the Class Settlement, release the Released Class Claims described in Section 12 below, and will be issued an Individual Settlement Payment if the Court grants final approval of the Settlement. If you are an Aggrieved Employee, you will be bound to the PAGA Settlement, release the Released PAGA Claims described in Section 12 below, and will be issued an Individual PAGA Settlement.

OPT OUT: If you "opt out" from the Class Settlement, as described in Section 10 below, then you will *not* receive an Individual Settlement Payment and will not be bound by the terms of the Class Settlement. If you "opt out" of the Class Settlement, you will retain your right to sue Defendant on your own behalf, except for the Released PAGA Claims.

You will be automatically included in the PAGA Settlement and issued your Individual PAGA Payment, irrespective of whether you have excluded yourself from the Class Settlement. This means you will be bound by the terms of the PAGA Settlement, and you will release the Released PAGA Claims described in Section 12 below.

OBJECT: If you object to the terms of the Class Settlement, you can file a Notice of Objection with the Court as described in Section 11 below. If you want to object to the Class Settlement, then you must *NOT* opt out of the Class Settlement.

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The procedures for opting out or objecting to the Class Settlement are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself from the Class Settlement” and “How Do I Object to the Class Settlement?”

Note: Defendant will not retaliate in any way against you—and is forbidden by law to retaliate in any way against you—for either participating or not participating in this settlement.

8. What are the Main Terms of the Settlement and How Much Will I Receive?

Defendant will pay \$3,500,000.00 as the Total Settlement Amount, subject to possible increase if it is determined that the number of Compensable Work Weeks exceeds a predetermined threshold. The following shall be deducted from the Total Settlement Amount before any payments are made to Settlement Class Members, subject to approval by the Court: (1) Class Representative Enhancement Award to Plaintiff in an amount up to \$10,000.00, (2) Settlement Administrator Costs to the Settlement Administrator in an amount estimated not to exceed \$25,000.00, (3) attorneys’ fees in an amount up to 35% of the Total Settlement Amount (i.e., \$1,225,000.00 if the Total Settlement Amount is \$3,500,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed \$40,000.00 (collectively, “Class Counsel Award”) to Class Counsel, and (4) the amount of \$400,000.00 allocated to civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA Settlement Amount”). The PAGA Settlement Amount will be distributed as seventy-five percent (75%) to the LWDA (i.e., \$300,000.00) (“LWDA Payment”) and the remaining twenty-five percent (25%) (\$100,000.00) will be distributed to Aggrieved Employees on a *pro rata* basis (“Aggrieved Employee Amount”).

After these deductions, the portion that is available to be divided amongst the Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement (“Settlement Class Members”) is referred to as the “Net Settlement Fund.”

Class Members are eligible to receive payment under the Class Settlement of their Individual Settlement Payment based on the number of weeks in which each Class Member worked as a non-exempt employee of Defendant in California at any time during the Class Period (“Compensable Work Weeks”).

The Settlement Administrator has divided the Net Settlement Fund by the Compensable Work Weeks of all Class Members to yield the “Estimated Compensable Work Week Value,” and multiplied each Class Member’s individual Compensable Work Weeks by the Estimated Compensable Work Week Value to yield her, his, or their estimated gross Individual Settlement Payment (which is listed below). After final approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Fund by the Compensable Work Weeks of all Settlement Class Members to yield the “Final Compensable Work Week Value,” and multiply each Settlement Class Member’s individual Compensable Work Weeks by the Final Compensable Work Week Value to yield her, his, or their gross Individual Settlement Payment. Settlement Class Members will be issued payment of their final Individual Settlement Payment.

The Settlement Administrator has divided the Aggrieved Employee Amount by the total number of Compensable Pay Periods of all Aggrieved Employees to yield the “PAGA Compensable Pay Period Value,” and multiplied each Aggrieved Employee’s individual Compensable Pay Periods by the PAGA Compensable Pay Period Value to yield her, his, or their Individual PAGA Payment.

Each Individual Settlement Payment will be allocated as follows: 10% as wages, which will be reported on an IRS Form W-2, and 45% as penalties and 45% as interest, which will be reported on an IRS Form-1099 by the Settlement Administrator. Each Individual Settlement Payment will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Payment, resulting in a net payment to the Settlement Class Member. The employer’s share of taxes and contributions with respect to the wages portion of Individual Settlement Shares shall be paid by Defendant separately and in addition

to the Total Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and 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 Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the 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 provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

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

The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

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

The Individual PAGA Payment will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take several months. Your Individual Settlement Payment and Individual PAGA Payment (if applicable) as reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

9. How Do I Dispute my Compensable Work Weeks and/or Compensable Pay Periods?

According to Defendant's records:

- **From May 13, 2018 through February 9, 2024 (i.e., Class Period), you are credited as having worked [REDACTED] Compensable Work Weeks.**
- **From March 10, 2021 through February 9, 2024 (i.e., PAGA Period), you are credited as having worked [REDACTED] Compensable Pay Periods.**

If you wish to dispute the Compensable Work Weeks credited to you, you must submit a written letter ("Compensable Work Weeks Dispute") to the Settlement Administrator, which must: (a) contain the case name and number of the Action (*Aleida Miranda v. American National Red Cross*, Case No. 3:22-cv-03633-SK); (b) contain your full name, signature, mailing address, telephone number, and the last four digits of your Social Security Number; (c) clearly state that you dispute the number of Compensable Work Weeks credited to you for the Class Period and what you contend is the correct number to be credited to you; (d) attach any documentation that you have to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in Section 10 below, on or before **[Response Deadline]**.

10. How Do I Opt Out or Exclude Myself from the Class Settlement?

If you do not want to be part of the Class Settlement, then you must submit a written letter indicating a request to be excluded from the Class Settlement ("Request for Exclusion") to the Settlement Administrator, which must (a) contain the case name and number of the Action (*Aleida Miranda v. American National Red Cross*, Case No. 3:22-cv-03633-SK); (b) contain your full name, signature, mailing address, telephone number, and the last four digits of your Social Security Number, (c) contain a simple statement electing that you wish to be excluded from

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the Class Settlement, and (d) be submitted by mail to the Settlement Administrator at the specified address below, on or before [Response Deadline].

[Settlement Administrator]
[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (or the release of Released Class Claims described in Section 12 below), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to release of claims described in Section 12 below, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section 12 below) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

11. How Do I Object to the Class Settlement?

If you are a Class Member who has not submitted a Request for Exclusion, then you may object to the Class Settlement, personally or through an attorney, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator, which must: (a) contain the case name and number of the Action (*Aleida Miranda v. American National Red Cross*, Case No. 3:22-cv-03633-SK); (b) contain your full name, signature, mailing address, telephone number, and the last four digits of your Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) attach copies of any papers, briefs, or other documents upon which the objection is based; (e) identify whether you are represented by legal counsel for the objection and provide said counsel’s full name and contact information; and (f) be filed with the Court on or before [Response Deadline].

Notwithstanding the above, Settlement Class Members may appear at the Final Approval Hearing to object orally even if they have not filed a Notice of Objection.

If the Court rejects the objection, then the objector will receive an Individual Settlement Payment and will be bound by the terms of the Class Settlement and Released Class Claims.

12. What are the Released Claims?

As of the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Settlement Class Members release the Released Parties from the Released Class Claims. Plaintiff and Settlement Class Members shall be deemed to have, and by operation of the Final Approval Order and Judgment approved by the Court, shall have, fully, finally, and forever settled and released all Released Parties of and from all Released Class Claims.

As of the Effective Date and full funding of the Total Settlement Amount, Plaintiff, the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees release the Released Parties from the Released PAGA Claims. Plaintiff, the State of California with respect to all Aggrieved Employees, and Aggrieved Employees shall be deemed to have, and by operation of the Final Approval Order and Judgment approved by the Court, shall have, fully, finally, and forever settled and released all Released Parties of and from all Released PAGA Claims.

“Released Class Claims” any and all claims under state, federal, or local law, pled in the Operative Complaint or that could have been pled based on the factual allegations in the Operative Complaint, including but not limited to those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law for: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4)

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failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; (10) violation of California's unfair competition law, and (11) claims for damages or remedies based on the foregoing, including but not limited to minimum and overtime wages, meal and rest period premiums, reimbursements, interest, liquidated damages, statutory penalties, injunctive relief, declaratory relief, attorneys' fees, or costs.

"Released PAGA Claims" means any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004, codified at California Labor Code § 2698 *et seq.*, pled in the Operative Complaint and PAGA Notice or that could have been pled based on the facts pled in the Operative Complaint and PAGA Notice, for violations of the California Labor Code and Wage Orders, for: (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 timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; and (9) failure to reimburse necessary business expenses.

"Released Parties" means Defendant, and each of its current, former, and future affiliated entities, officers, directors, representatives, owners, partners, subsidiaries, parent companies, joint venturers, insurers, administrators, agents, members, predecessors, managers, servants, successors-in-interest, assigns, and affiliates.

13. 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 and other court records by: (1) visiting the Settlement Administrator's website at [\[settlement administrator's website\]](#) or (2) using Public Access to Court Electronic Records System ("PACER") (for a fee) through the Court's Pacer system at <https://pacer.uscourts.gov/>. The Court also provides access to PACER at the Clerk's Office for \$.10 per page, located at 450 Golden Gate Avenue, San Francisco, California 94102 from 9:00 a.m. to 4:00 p.m. Monday through Friday, excluding court-observed holidays.

PLEASE DO NOT CONTACT THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [\[INSERT\]](#), OR YOU MAY ALSO CONTACT CLASS COUNSEL.

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EXHIBIT 4

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Joanna Ghosh (Cal. State Bar No. 272479)
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Selena Matavosian (Cal. State Bar No. 348044)
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Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

[Additional counsel listed on following page]

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

ALEIDA MIRANDA, 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.

AMERICAN NATIONAL RED
CROSS, an unknown business entity;
and DOES 1 through 100, inclusive,
Defendants.

Case No.: 3:22-cv-03633-SK

Honorable Sallie Kim
Courtroom C

CLASS ACTION

**AMENDMENT NO. 1 TO JOINT
STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND
RELEASE OF CLAIMS**

Complaint Filed:	May 13, 2022
Removal Filed:	June 21, 2022
FAC Filed:	July 12, 2022
SAC Filed:	September 27, 2022
Trial Date:	None Set

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15 *Attorneys for Defendant*

Plaintiff Aleida Miranda (“Plaintiff”) and Defendants American National Red Cross (“Defendant”) (together, the “Parties”), pursuant to Section III, ¶ 36 of the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims entered into on or around March 24, 2025 (“Original Agreement”), hereby agree to amend the terms of the Original Agreement, as stated herein. Other than as expressly set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect.

A. Section I.6 of the Original Agreement is hereby amended as follows:

“Class Information” means, information regarding Class Members and Aggrieved Employees that Defendant will in good faith compile from Defendant’s internal and currently available electronic timekeeping, payroll, and/or HRIS records. To the extent possible, it shall be formatted as a Microsoft Excel spreadsheet. The Class Information shall include each Class Member’s and/or Aggrieved Employees’ last known full name; last known address; last known telephone number; last known e-mail address; Social Security Number; number of Compensable Work Weeks; number of Compensable Pay Periods; and number of Compensable Work Weeks during the period from May 13, 2018 to June 8, 2023.

B. Section I.27 of the Original Agreement is hereby amended as follows:

“Notice of Objection” means a Settlement Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Settlement Class Member’s full name, signature, mailing address, telephone number, and last four (4) digits of Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) attach copies of any papers, briefs, or other documents upon which the objection is

based; (e) identify whether the Settlement Class Member is represented by legal counsel for the objection and provide said counsel's full name and contact information; and (f) be ~~submitted by mail to the Settlement Administrator at the specified address, postmarked~~filed with the Court on or before the Response Deadline.

C. Section I.36 of the Original Agreement is hereby amended as follows:

"Released Class Claims" means any and all claims under state, federal, or local law, ~~arising out of the claims~~ pled in the ~~Action~~Operative Complaint or that could have been pled based on the factual allegations in the ~~Action and all other claims~~Operative Complaint, including but not limited to those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, ~~that could have been asserted based on the facts pled or that could have been pled in the Action, and other claims~~ for: (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 timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; (10) violation of California's unfair competition law, and (11) claims for damages or remedies based on the foregoing, including but not limited to minimum and overtime wages, meal and rest period premiums, reimbursements, interest, liquidated damages, statutory penalties, injunctive relief, declaratory relief, attorneys' fees, or costs.

D. Section I.37 of the Original Agreement is hereby amended as follows:

“Released PAGA Claims” means any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004, codified at California Labor Code § 2698 *et seq.*, ~~based on the facts~~ pled in the ~~Action~~Operative Complaint and PAGA Notice or that could have been ~~asserted~~pled based on the facts pled in the ~~Action~~Operative Complaint and PAGA Notice, for violations of the California Labor Code and Wage Orders, for: (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 timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; and (9) failure to reimburse necessary business expenses.

E. Section I.40 of the Original Agreement is hereby amended as follows:

“Response Deadline” means the date that is ~~forty-five (45)~~sixty (60) calendar days after the Settlement Administrator mails the Notice of Class Action Settlement to Class Members, which is the last date on which Class Members may: (a) submit a Request for Exclusion; (b) submit a Notice of Objection; and/or (c) submit a Compensable Work Weeks Dispute. If the ~~forty-fifth (45th)~~sixtieth (60th) day falls on a Sunday or Federal holiday, then the deadline is extended to the next day that the U.S. Postal Service is open.

F. Section III.10 of the Original Agreement is hereby amended as follows:

Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the United States Postal Service’s National Change of Address Database to update and correct any known or identifiable address changes. Within fourteen (14) calendar days of receipt of the Class

Information, the Settlement Administrator shall mail copies of the Notice of Class Action Settlement to all Class Members and Aggrieved Employees via regular First-Class U.S. Mail. The Class Notice attached as “Exhibit A” shall be mailed to Class Members and Aggrieved Employees. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member, including performing a search of the National Change of Address (“NCOA”) database to identify any updated addresses prior to mailing the Class Notice. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. To the extent Defendant is in possession of the last known telephone numbers and email addresses of Class Members and Aggrieved Employees, a message will be “blast” texted and/or e-mailed to Class Members and Aggrieved Employees advising them to visit the Settlement Administrator’s website to obtain more information regarding the Settlement and important dates and deadlines.

G. Section III.15 of the Original Agreement is hereby amended as follows:

The Notice of Class Action Settlement shall state that Settlement Class Members who wish to object to the Class Settlement may do so in person at the Final Approval Hearing and/or in writing by submitting filing a Notice of Objection ~~to with~~ the ~~Settlement Administrator, postmarked Court~~ on or before the Response Deadline. The Notice of Objection will be scanned into the electronic case docket, and the Parties will receive electronic notices of such filings. The date of ~~mailing on the envelope filing and service~~ shall be deemed the exclusive means for determining that a Notice of Objection was timely submitted. ~~The Settlement Administrator must provide a copy of written Notices of Objection that it has received, to the Parties, within three (3) business days of receipt. Class Counsel will ensure that any Notices of~~

~~Objection received by the Settlement Administrator by the Response Deadline are filed with the Court along with the Motion for Final Approval; to this end, the Settlement Administrator will provide its declaration attaching the Notices of Objection that is has received, as an exhibit, and Class Counsel will file this declaration with the Court.~~ Either of the Parties may file a responsive document to any objection before the Final Approval Hearing or within such other deadline set by the Court. Any attorney who will represent an individual objecting to the Class Settlement who has not submitted~~filed~~ a Notice of Objection must file a notice of appearance with the Court ~~and serve Class Counsel and counsel for Defendant no later than the Response Deadline.~~ Class Counsel shall not represent any Settlement Class Members with respect to any such objections.

Any Settlement Class Member who fails to submit~~file~~ a timely written Notice of Objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Class Settlement whether by appeal or otherwise. An individual who submits a valid and timely Request for Exclusion from the Class Settlement may not object to the Class Settlement.

H. Section III.27 of the Original Agreement is hereby amended as follows:

The Settlement Administrator shall be responsible for the following: processing and mailing payments to Plaintiff, Class Counsel, Settlement Class Members, and Aggrieved Employees; printing and mailing Class Notices and tax forms to the Settlement Class Members and Aggrieved Employees as directed by the Court; receiving and reporting the Requests for Exclusion, Notices of Objection, and Compensable Work Weeks Disputes; providing declaration(s) as necessary in support of preliminary and/or final approval of this

Settlement; filing all tax forms required by law, and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall post information of interest to Class Members and Aggrieved Employees on its website, including the date, time, and location for the Final Approval hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval Order, Class Notice, Motion for Final Approval, and Final Approval Order and Judgment. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments.

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I. Exhibit A. Exhibit A to the Original Agreement, which consisted of the Notice of Pendency of Class Action Settlement and Hearing Date for Court Approval ("Notice of Class Action Settlement" or "Class Notice"), is hereby replaced with the revised Class Notice attached hereto as "**Exhibit A.**"

IT IS SO AGREED ON BEHALF OF PLAINTIFF AND APPROVED AS TO FORM BY THE UNDERSIGNED COUNSEL OF RECORD:

Dated: _____, 2025

LAWYERS *for* JUSTICE, PC

By: _____
Joanna Ghosh
Selena Matavosian
Attorneys for Plaintiff

IT IS SO AGREED ON BEHALF OF DEFENDANT AND APPROVED

LAWYERS for JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

AS TO FORM BY THE UNDERSIGNED COUNSEL OF RECORD:

Dated: _____, 2025

**CONSTANGY, BROOKS,
SMITH & PROPHETE LLP**

By: _____
Barbara I. Antonucci
Steven B. Katz
Matthew A. Scholl
Attorneys for Defendant

EXHIBIT 5

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR
COURT APPROVAL**

Aleida Miranda v. American National Red Cross

United States District Court for the Northern District of California

Case No. 3:22-cv-03633-SK

PLEASE READ THIS NOTICE AS IT MAY AFFECT YOUR LEGAL RIGHTS.

1. *Why Did I Get This Notice?*

A proposed settlement has been reached between Plaintiff Aleida Miranda (“Plaintiff”) and American National Red Cross (“Defendant”) (together, the “Parties”) in the action entitled *Aleida Miranda v. American National Red Cross*, United States District Court for the Northern District of California, Case No. 3:22-cv-03633-SK (“Action”). This Notice is being sent to you by order of that court, which has preliminarily approved the settlement and conditionally certified a class. Because your rights may be affected by the Settlement, you should read this Notice carefully.

This Notice briefly describes the claims alleged, the key settlement terms, your rights and options, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Compensable Work Weeks you are credited with. The Court has not determined whether Defendant broke any law. Both sides agreed to settle the case without agreeing who is right or wrong, in order to avoid the risks and cost of a trial. Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class.

2. *Important Definitions*

“**Aggrieved Employees**” means all current and former non-exempt employees who worked for Defendant in California during the PAGA Period.

“**Class**” or “**Class Members**” means all current and former non-exempt employees who worked for Defendant in California between May 13, 2018 through February 9, 2024.

“**Class Period**” means the period from May 13, 2018 through February 9, 2024.

“**Class Settlement**” means the settlement and resolution of the Released California Class Claims (described in Section 12 below).

“**PAGA Period**” means the period from March 10, 2021 through February 9, 2024.

“**PAGA Settlement**” means the settlement and resolution of Released PAGA Claims (described in Section 12 below).

3. *What is this Case About?*

On March 10, 2022, Plaintiff provided written notice by online submission of her intent to seek civil penalties for various alleged violations of the California Labor Code to the California Labor and Workforce Development Agency (“LWDA”) and Defendant pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code section 2699, *et seq.* (“LWDA Letter”).

On May 13, 2022, Plaintiff initiated a putative class action by filing a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* against Defendant in the Superior Court of California for the County of Alameda, Case No. 22CV011294. On June 21, 2022, Defendant removed the action to the United States District Court for the Northern District of California, Case No. 3:22-cv-03633-SK (“Action”).

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Questions? Call the Settlement Administrator, ILYM Group, Inc. at 1-xxx-yyy-zzzz

On July 12, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Action.

On September 27, 2022, Plaintiff filed a Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”).

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep complete and accurate payroll records, reimburse necessary business-related expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties have reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (~~“and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (together, “Settlement,” “Agreement,” and/or “Settlement Agreement”).~~

4. What is a “Class Action”?

In a class action, one or more class representatives sue on behalf of a group of people who are in a position to make similar claims. In this case, Plaintiff Aleida Miranda is the class representative (“Class Representative”). American National Red Cross is the Defendant. A class action allows a court to resolve at one time all the issues for all the class members who do not exclude themselves from the class. A class member is bound by the judgment entered in the case, whether the class wins or loses, and may not sue over the same claims that were decided in the class action.

5. How Does the Class Action Settlement Work?

If you are a Class Member, you do not need to take any action to receive your *pro rata* share of the Net Settlement Fund (called an “Individual Settlement Payment”), but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Compensable Work Weeks credited to you, if you choose, as explained more fully in Sections 9, 10, and 11 below. If you worked within the PAGA Period, you are an “Aggrieved Employee.” Aggrieved Employees will receive their *pro rata* share of the twenty-five percent (25%) portion of the PAGA Settlement Amount (called an “Individual PAGA Payment”) regardless of whether they opt out of participating in the Class Settlement, as explained more fully in Section 8 below.

Plaintiff and Defendant, and their respective counsel, believe the settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable.

On [date of preliminary approval], in the United States District Court for the Northern District of California, the presiding judge entered an order preliminarily approving the Settlement, conditionally certified the Class for settlement purposes, appointed Phoenix Settlement Administrators as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Aleida Miranda as the Class Representative, and Class Counsel (listed in Section 6 below) as counsel for the Class, and directed that you receive this Notice.

The Court will hold a hearing on [date of final approval hearing] at [a.m./p.m.] (“Final Approval Hearing”), located at the San Francisco Courthouse, 450 Golden Gate Avenue, Courtroom C, 15th Floor, San Francisco, California 94102, before [Magistrate], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court can only approve or deny the Settlement and cannot change the terms of the Settlement.

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The date and/or time of the Final Approval Hearing may ~~be continued~~change without further notice to the Class Members.—. To check whether the date and/or time changed, please visit the Court’s website at <https://ecf.cand.uscourts.gov/cgi-bin/ShowIndex.pl> or the Settlement Administrator’s website at [settlement administrator’s website](#).

It is not necessary for you to appear at the Final Approval Hearing, although you may do if you wish to do so. Class Members may appear at the Final Approval Hearing via Zoom. Instructions are provided by the Court at <https://cand.uscourts.gov/judges/kim-sallie-sk/>.

6. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class (“Class Counsel”):

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Tel: (415) 918-3000
Fax: (415) 918-3034

The Court has decided that the attorneys for Plaintiff are qualified to represent you and all other Class Members simultaneously in this Settlement. You do not need to hire your own attorney because Class Counsel are working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

7. What Are My Options?

DO NOTHING: If you do nothing, you *will* be bound to the Class Settlement, release the Released Class Claims described in Section 12 below, and will be issued an Individual Settlement Payment if the Court grants final approval of the Settlement. If you are an Aggrieved Employee, you will be bound to the PAGA Settlement, release the Released PAGA Claims described in Section 12 below, and will be issued an Individual PAGA Settlement.

OPT OUT: If you “opt out” from the Class Settlement, as described in Section 10 below, then you will *not* receive an Individual Settlement Payment and will not be bound by the terms of the Class Settlement. If you “opt out” of the Class Settlement, you will retain your right to sue Defendant on your own behalf, except for the Released PAGA Claims.

You will be automatically included in the PAGA Settlement and issued your Individual PAGA Payment, irrespective of whether you have excluded yourself from the Class Settlement. This means you will be bound by the terms of the PAGA Settlement, and you will release the Released PAGA Claims described in Section 12 below.

OBJECT: If you object to the terms of the Class Settlement, you can submitfile a Notice of Objection ~~to with~~ the ~~Settlement Administrator~~Court as described in Section 11 below. If you want to object to the Class Settlement, then you must *NOT* opt out of the Class Settlement.

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The procedures for opting out or objecting to the Class Settlement are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself from the Class Settlement” and “How Do I Object to the Class Settlement?”

Note: Defendant will not retaliate in any way against you—and is forbidden by law to retaliate in any way against you—for either participating or not participating in this settlement.

8. What are the Main Terms of the Settlement and How Much Will I Receive?

Defendant will pay \$3,500,000.00 as the Total Settlement Amount, subject to possible increase if it is determined that the number of Compensable Work Weeks exceeds a predetermined threshold. The following shall be deducted from the Total Settlement Amount before any payments are made to Settlement Class Members, subject to approval by the Court: (1) Class Representative Enhancement Award to Plaintiff in an amount up to \$10,000.00, (2) Settlement Administrator Costs to the Settlement Administrator in an amount estimated not to exceed \$25,000.00, (3) attorneys’ fees in an amount up to 35% of the Total Settlement Amount (i.e., \$1,225,000.00 if the Total Settlement Amount is \$3,500,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed \$40,000.00 (collectively, “Class Counsel Award”) to Class Counsel, and (4) the amount of \$400,000.00 allocated to civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA Settlement Amount”). The PAGA Settlement Amount will be distributed as seventy-five percent (75%) to the LWDA (i.e., \$300,000.00) (“LWDA Payment”) and the remaining twenty-five percent (25%) (\$100,000.00) will be distributed to Aggrieved Employees on a *pro rata* basis (“Aggrieved Employee Amount”).

After these deductions, the portion that is available to be divided amongst the Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement (“Settlement Class Members”) is referred to as the “Net Settlement Fund.”

Class Members are eligible to receive payment under the Class Settlement of their Individual Settlement Payment based on the number of weeks in which each Class Member worked as a non-exempt employee of Defendant in California at any time during the Class Period (“Compensable Work Weeks”).

The Settlement Administrator has divided the Net Settlement Fund by the Compensable Work Weeks of all Class Members to yield the “Estimated Compensable Work Week Value,” and multiplied each Class Member’s individual Compensable Work Weeks by the Estimated Compensable Work Week Value to yield her, his, or their estimated gross Individual Settlement Payment (which is listed below). After final approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Fund by the Compensable Work Weeks of all Settlement Class Members to yield the “Final Compensable Work Week Value,” and multiply each Settlement Class Member’s individual Compensable Work Weeks by the Final Compensable Work Week Value to yield her, his, or their gross Individual Settlement Payment. Settlement Class Members will be issued payment of their final Individual Settlement Payment.

The Settlement Administrator has divided the Aggrieved Employee Amount by the total number of Compensable Pay Periods of all Aggrieved Employees to yield the “PAGA Compensable Pay Period Value,” and multiplied each Aggrieved Employee’s individual Compensable Pay Periods by the PAGA Compensable Pay Period Value to yield her, his, or their Individual PAGA Payment.

Each Individual Settlement Payment will be allocated as follows: 10% as wages, which will be reported on an IRS Form W-2, and 45% as penalties and 45% as interest, which will be reported on an IRS Form-1099 by the Settlement Administrator. Each Individual Settlement Payment will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Payment,

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resulting in a net payment to the Settlement Class Member. The employer's share of taxes and contributions with respect to the wages portion of Individual Settlement Shares shall be paid by Defendant separately and in addition to the Total Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and 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 Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the 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 provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

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

The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

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

The Individual PAGA Payment will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take several months. Your Individual Settlement Payment and Individual PAGA Payment (if applicable) as reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

9. How Do I Dispute my Compensable Work Weeks and/or Compensable Pay Periods?

According to Defendant's records:

- **From May 13, 2018 through February 9, 2024 (i.e., Class Period), you are credited as having worked [REDACTED] Compensable Work Weeks.**
- **From March 10, 2021 through February 9, 2024 (i.e., PAGA Period), you are credited as having worked [REDACTED] Compensable Pay Periods.**

If you wish to dispute the Compensable Work Weeks credited to you, you must submit a written letter ("Compensable Work Weeks Dispute") to the Settlement Administrator, which must: (a) contain the case name and number of the Action (*Aleida Miranda v. American National Red Cross*, Case No. 3:22-cv-03633-SK); (b) contain your full name, signature, mailing address, telephone number, and the last four digits of your Social Security Number; (c) clearly state that you dispute the number of Compensable Work Weeks credited to you for the Class Period and what you contend is the correct number to be credited to you; (d) attach any documentation that you have to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in Section 10 below, on or before **[Response Deadline]**.

10. How Do I Opt Out or Exclude Myself from the Class Settlement?

If you do not want to be part of the Class Settlement, then you must submit a written letter indicating a request to be excluded from the Class Settlement ("Request for Exclusion") to the Settlement Administrator, which must (a) contain the case name and number of the Action (*Aleida Miranda v. American National Red Cross*, Case No. 3:22-cv-03633-SK); (b) contain your full name, signature, mailing address, telephone number, and the last four

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digits of your Social Security Number, (c) contain a simple statement electing that you wish to be excluded from the Class Settlement, and (d) be submitted by mail to the Settlement Administrator at the specified address below, on or before **[Response Deadline]**.

[Settlement Administrator]
[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (or the release of Released Class Claims described in Section 12 below), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to release of claims described in Section 12 below, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section 12 below) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

11. How Do I Object to the Class Settlement?

If you are a Class Member who has not submitted a Request for Exclusion, then you may object to the Class Settlement, personally or through an attorney, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator, which must: (a) contain the case name and number of the Action (*Aleida Miranda v. American National Red Cross*, Case No. 3:22-cv-03633-SK); (b) contain your full name, signature, mailing address, telephone number, and the last four digits of your Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) attach copies of any papers, briefs, or other documents upon which the objection is based; (e) identify whether you are represented by legal counsel for the objection and provide said counsel’s full name and contact information; and (f) be ~~submitted by mail to the Settlement Administrator at the specified address listed in Section 10 above, filed with the Court~~ on or before **[Response Deadline]**.

Notwithstanding the above, Settlement Class Members may appear at the Final Approval Hearing to object orally even if they have not ~~submitted~~filed a Notice of Objection.

If the Court rejects the objection, then the objector will receive an Individual Settlement Payment and will be bound by the terms of the Class Settlement and Released Class Claims.

12. What are the Released Claims?

As of the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Settlement Class Members release the Released Parties from the Released Class Claims. Plaintiff and Settlement Class Members shall be deemed to have, and by operation of the Final Approval Order and Judgment approved by the Court, shall have, fully, finally, and forever settled and released all Released Parties of and from all Released Class Claims.

As of the Effective Date and full funding of the Total Settlement Amount, Plaintiff, the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees release the Released Parties from the Released PAGA Claims. Plaintiff, the State of California with respect to all Aggrieved Employees, and Aggrieved Employees shall be deemed to have, and by operation of the Final Approval Order and Judgment approved by the Court, shall have, fully, finally, and forever settled and released all Released Parties of and from all Released PAGA Claims.

“Released Class Claims” ~~means~~ any and all claims under state, federal, or local law, ~~arising out of the claims~~ pled in the ~~Action~~Operative Complaint or that could have been pled based on the factual allegations in the ~~Action and~~

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~~all other claims~~Operative Complaint, including but not limited to those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, ~~that could have been asserted based on the facts pled or that could have been pled in the Action, and other claims~~ for: (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 timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; (10) violation of California's unfair competition law, and (11) claims for damages or remedies based on the foregoing, including but not limited to minimum and overtime wages, meal and rest period premiums, reimbursements, interest, liquidated damages, statutory penalties, injunctive relief, declaratory relief, attorneys' fees, or costs.

"Released PAGA Claims" means any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004, codified at California Labor Code § 2698 *et seq.*, ~~based on the facts~~ pled in the Action Operative Complaint and PAGA Notice or that could have been ~~asserted~~pled based on the facts pled in the Action Operative Complaint and PAGA Notice, for violations of the California Labor Code and Wage Orders, for: (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 timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; and (9) failure to reimburse necessary business expenses.

"Released Parties" means Defendant, and each of its current, former, and future affiliated entities, officers, directors, representatives, owners, partners, subsidiaries, parent companies, joint venturers, insurers, administrators, agents, members, predecessors, managers, servants, successors-in-interest, assigns, and affiliates.

13. 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 and other court records by: (1) visiting the Settlement Administrator's website at [settlement administrator's website] or (2) using Public Access to Court Electronic Records System ("PACER") (for a fee) through the Court's Pacer system at <https://pacer.uscourts.gov/>. The Court also provides access to PACER at the Clerk's Office for \$.10 per page, located at 450 Golden Gate Avenue, San Francisco, California 94102 from 9:00 a.m. to 4:00 p.m. Monday through Friday, excluding court-observed holidays.

PLEASE DO NOT CONTACT THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 6

Aleida Miranda v. American National Red Cross
United States District Court, Northern District of California, Case No. 3:22-cv-03633-SK

COMPARABLE CASES CHART

Case Name	<i>Ruby Danielsson v. Blood Centers of the Pacific, et al.</i>	<i>Shannon Bostic, et al. v. Lamp Community, et al.</i>	<i>Eric Zaragoza v. The Arc of Ventura County, Inc.</i>	<i>Tanya Marshall, et al. v. Watts Healthcare Corporation</i>
County/District	Northern District of California	Alameda County	Ventura County	Los Angeles County
Case Number	3:19-cv-04592-JCS	21STCV07381	56-2022-00565343-CU-OE-VTA	19STCV27737
The Claims Being Resolved	Claims for: (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	Claims for failure to pay overtime and minimum wages, pay reporting time pay, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage	Claims for violations of: (1) California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) California Labor Code §§ 1194, 1197,	Claims for: (1) failure to pay overtime wages under Labor Code §§ 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code §§ 226. 7, 512; (3) failure to provide rest periods and/or pay rest period premiums under

Case Name	<i>Ruby Danielsson v. Blood Centers of the Pacific, et al.</i>	<i>Shannon Bostic, et al. v. Lamp Community, et al.</i>	<i>Eric Zaragoza v. The Arc of Ventura County, Inc.</i>	<i>Tanya Marshall, et al. v. Watts Healthcare Corporation</i>
	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.	statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, for violation of California Business and Professions Code §§ 17200, <i>et seq.</i> , for civil penalties under the California Labor Code	and 11971. (Unpaid Minimum Wages); (5) California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) California Labor Code §§ 2800 and 2802 (Unreimbursed Business	Labor Code § 226.7; (4) failure to pay minimum wages under Labor Code §§ 1194, 1197, <i>et seq.</i> ; (5) failure to timely pay wages upon termination under Labor Code §§ 201, 202, 203; (6) failure to timely pay wages during employment under Labor Code §§ 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code § 226; (8) failure

Case Name	<i>Ruby Danielsson v. Blood Centers of the Pacific, et al.</i>	<i>Shannon Bostic, et al. v. Lamp Community, et al.</i>	<i>Eric Zaragoza v. The Arc of Ventura County, Inc.</i>	<i>Tanya Marshall, et al. v. Watts Healthcare Corporation</i>
		Private Attorneys General Act of 2004, §§ 2698, <i>et seq.</i> , and Plaintiff's release of claims pursuant to an individual settlement agreement	Expenses); (10) California Business & Professions Code §§ 17200, <i>et seq.</i> based on violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 2800, and 2802; and (11) civil penalties under the California Labor Code Private Attorneys General Act of 2004, §§ 2698, <i>et seq.</i>	to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code §§ 2800, 2802; (10) violation of California's unfair competition law under Business and Professions Code §§ 17200, <i>et seq.</i> ; and (11) civil penalties under the California Labor Code Private Attorneys General Act of 2004, §§ 2698, <i>et seq.</i>

Case Name	<i>Ruby Danielsson v. Blood Centers of the Pacific, et al.</i>	<i>Shannon Bostic, et al. v. Lamp Community, et al.</i>	<i>Eric Zaragoza v. The Arc of Ventura County, Inc.</i>	<i>Tanya Marshall, et al. v. Watts Healthcare Corporation</i>
Total Settlement Amount	\$2,300,000	\$1,500,000	\$1,500,000	\$2,000,000
Number of Notices Mailed	550	1,305	436	653
Method of Notice	U.S. Mail	U.S. Mail	U.S. Mail	U.S. Mail
Number and Percentage of Claim Forms Submitted	No claims process; autopay to Class Members who did not opt out	No claims process; autopay to Class Members who did not opt out	No claims process; autopay to Class Members who did not opt out	No claims process; autopay to Class Members who did not opt out
Number of Participating Class Members	550	1,305	436	653
Average Gross Recovery Per Participating Class Member	\$2,140.91	\$548.28	\$2,007.45	\$1,644.73
Uncashed Funds	\$86,047.50	Uncashed funds not yet	Uncashed funds not yet	Uncashed funds not yet

Case Name	<i>Ruby Danielsson v. Blood Centers of the Pacific, et al.</i>	<i>Shannon Bostic, et al. v. Lamp Community, et al.</i>	<i>Eric Zaragoza v. The Arc of Ventura County, Inc.</i>	<i>Tanya Marshall, et al. v. Watts Healthcare Corporation</i>
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Distributed		distributed	distributed	distributed
Settlement Administration Costs	\$9,000 awarded	\$15,000 awarded	\$9,750 awarded	\$14,990 awarded
Attorneys' Fees	\$575,000 awarded	\$500,000 awarded	\$525,000 awarded	\$666,000 awarded
Attorneys' Costs	\$21,696.82 awarded	\$16,136.97 awarded	\$22,365.74 awarded	\$15,254.67 awarded
Estimated Total Exposure If Plaintiffs Had Prevailed on Every Claim	\$16,153,103.04	\$15,050,935.74	\$6,047,718.72	\$21,876,305.76

EXHIBIT 7

No. 10 Envelope Front

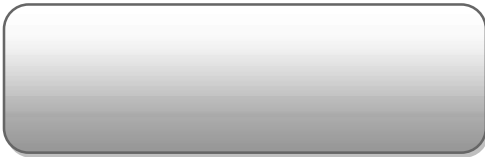
[Administrator]
[Mailing Address]

POSTAGE

Important Legal Document:

You May Be Eligible to Receive Money from a Class Action Settlement (and You May be Required to Respond within A Strict Deadline In Order to Receive Payment). Your Prompt Attention Is Required.

Aleida Miranda v. American National Red Cross



No. 10 Envelope Back

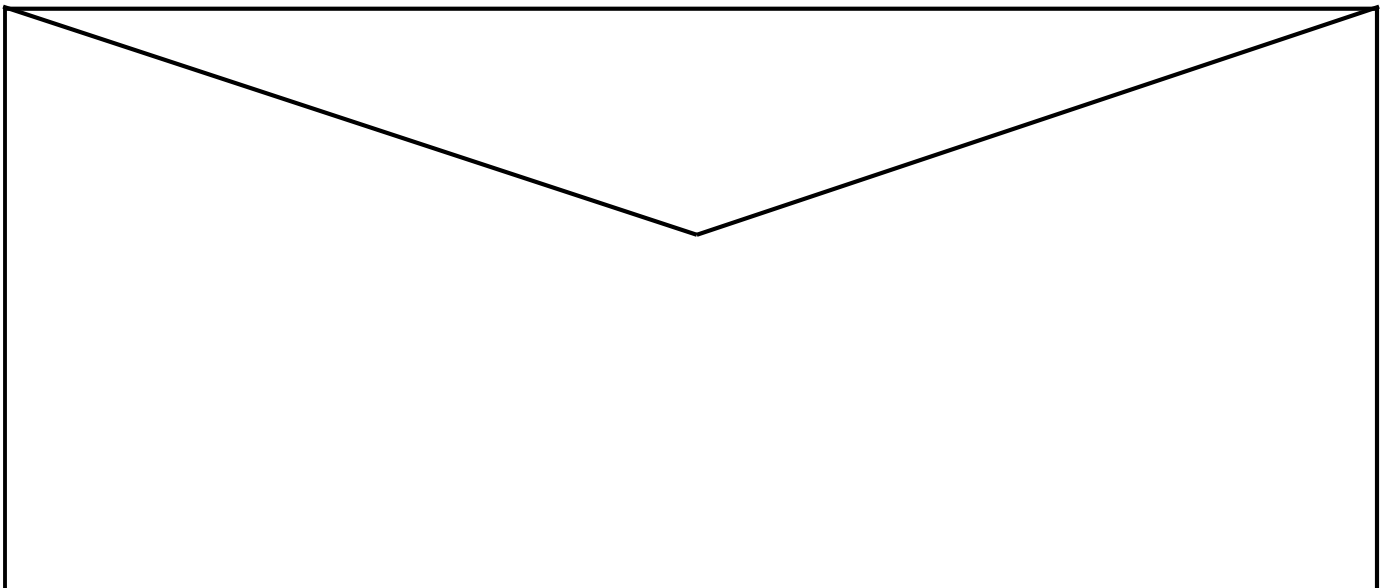
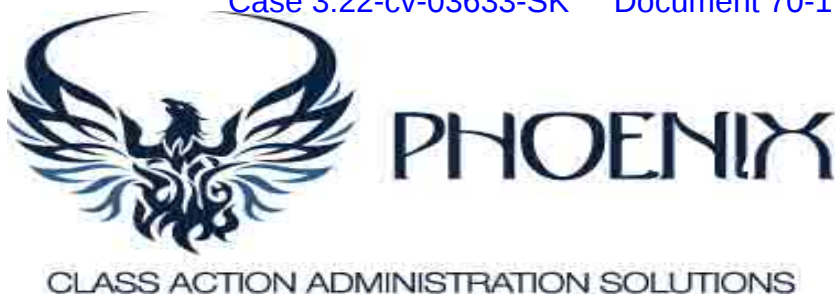


EXHIBIT 8



September 3, 2024

CASE ASSUMPTIONS

Class Members	2,600
Opt Out Rate	1%
Opt Outs Received	47
Total Class Claimants	2,553
Subtotal Admin Only	\$21,084.92

Flat Fee Total \$20,000.00

For 2,600 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Language Translation, Printing & Mailing Included

CAFA Notices Where Applicable Included

Case: AM-American-3633, Opt-Out Administration

Phoenix Contact: Michael E. Moore
 Contact Number: 949.331.0131
 Email: mike@phoenixclassaction.com

Requesting Attorney: Lizeth Marin
 Firm: Lawyers for Justice, PC
 Contact Number: 818-Call Justice
 Email: lizeth@calljustice.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
 Estimate is based on **2,600** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$100.00	1	\$100.00
Call Center & Long Distance	\$2.00	271	\$542.00
NCOA (USPS)	\$480.00	1	\$480.00
Total			\$1,722.00

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Language Translation / Website

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Language Translation	\$800.00	1	\$1,000.00
Data Merge & Duplication Scrub	\$0.10	2,600	\$260.00
Notice Packet & Opt-Out Form	\$1.15	2,600	\$2,990.00
Estimated Postage (up to 2 oz.)*	\$0.81	2,600	\$2,106.00
Static Website	\$200.00	1	\$200.00
Total			\$6,756.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	4		\$220.00
Skip Tracing Undeliverables	\$1.00	283		\$283.00
Remail Notice Packets	\$1.00	280		\$280.00
Estimated Postage	\$0.87	280		\$243.60
Programming Undeliverables	\$50.00	2		\$100.00
			Total	\$1,126.60

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Database	\$150.00	1		\$150.00
Non Opt-Out Processing	\$200.00	1		\$200.00
Case Associate	\$55.00	8		\$440.00
Deficiency & Dispute Letters	\$10.00	29		\$290.00
Case Manager	\$85.00	5		\$425.00
			Total	\$1,505.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	2		\$270.00
Disbursement Review	\$135.00	2		\$270.00
Programming Manager	\$95.00	4		\$380.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	11		\$1,485.00
Mail Class Checks *	\$0.80	2,553		\$2,042.40
Estimated Postage	\$0.64	2,553		\$1,633.92
			Total	\$6,216.32

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for downloading tax forms from PHX secure portal



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Supervisor	\$115.00	3		\$345.00
Remail Checks (Postage Included)	\$2.00	347		\$694.00
Case Associate	\$55.00	3		\$165.00
Reconcile Uncashed Checks	\$85.00	4		\$340.00
Conclusion Reports	\$115.00	2		\$230.00
Case Manager Conclusion	\$85.00	4		\$340.00
Final Reporting & Declarations	\$115.00	3		\$345.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting & Escheating to the State of CA Included)	\$1,300.00	1		\$1,300.00
Check to Cy-Pres	\$150.00	1		Included
			Total	\$3,759.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$21,084.92



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 9

Atticus Administration, LLC
Chris Longley - CEO

AM-American-3633

Prepared for

Lizeth Marin | Attorney
lizeth@calljustice.com
P: 818.265.1020

Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, CA 91203



Class Action Administration

Estimate E2024-08-E35
AM-American-3633

Prepared on August 29, 2024
By Chris Longley – CEO | Atticus Administration LLC

Estimate Summary

Atticus Services & Cost Description

NOTICE MAILING-Mailed First Class	\$7,501
<i>Initial Notice, 16-pages</i>	Included
<i>Undeliverable/Return Mail Processing</i>	Included
<i>English and Spanish (includes Spanish translation)</i>	Included
PROJECT MANAGEMENT/ADMIN FEES/Technical	\$4,200
CAFA	\$ 450
COMMUNICATIONS	\$2,005
<i>PO Box rental, objections</i>	Included
<i>IVR, 800#, live operators</i>	Included
<i>correspondence</i>	Included
<i>posting on Atticus website</i>	Included
FUND, TAX, REPORTING	\$2,104
<i>setup QSF, file annual tax returns</i>	included
DISTRIBUTION	\$9,805
<i>check printing, payment calculation & verification, bank fees (one distribution)</i>	included

TOTAL: \$26,065

Key Assumptions

- Class Size: **2,600 class members.**
- Notices in English and Spanish (16 pages).
- Includes Spanish translation.
- Data review, cleansing and preparing file for mailing; including NCOA, and new address searches (skip-tracing).
- Includes limited scope CAFA.
- Communications includes, dedicated 800#, live operators and IVR for FAQ and other correspondence.
- Employment reporting for one state (CA)
- Class Member reporting will consist of W2's and/or 1099's.
- Includes one distribution to class members.

Bid is capped unless > 5% increase in class size.

PRINT NAME

ROLE

Client Signature

Date

By signing above, I understand and agree to the pricing terms and services to be provided by Atticus Administration for the stated project.

PLEASE NOTE: This estimate and pricing is for the services stated herein and is valid for 30 days from the date of the estimate. If the Settlement Agreement or other service scope document(s) require additional services not included or priced in this estimate, we will separately price those scope changes and submit an updated quote prior to proceeding with the work.

Payment Terms:

40% payable at Notice
60% payable at Distribution



Detailed Budget

Atticus Services & Cost Description

DESCRIPTION		UNITS	SUBTOTAL
NOTICE MAILING (Data Cleansing & Analysis) Mailed First Class		2,600 Class Mbrs	\$7,501
Class Data List - Cleaning & Processing		12.00 Hrs	\$1,404
Class Notice Review - Proof/Finalize/Print Set-Up		4.00 Hrs	\$468
Class Notice Translation: ENG -> SPANISH 8 pages		8 pages	\$894
PRINTING Class Notice 16 pgs: 8 shts doublesided	16	2,600 notices	\$1,966
Postage Stamp (within 1 ounce max weight)		2,600 ct to mail	\$1,638
Undeliverable/ NCOA /Return Mail Processing & Remail (7%)		182 7% of class	\$577
Notice Request Re-Mailing		78 3% of class	\$555
PROJECT MANAGEMENT		32 hrs	\$3,840
TECHNICAL SET UP (includes project kick-off)		3 hrs	\$360
CAFA		-	\$450
COMMUNICATIONS			\$2,005
Telephone - Set-Up + Monthly Fee		6 Months	\$285
Telephone - Messages/IVR and live operators		6 Months	\$1,198
PO Box - Setup & Monthly Fee		6 Months	\$100
Correspondence - Mail		various	\$423
FUND, TREASURY & TAX Reporting			\$2,104
Set-Up QSF		2.00 Hrs	\$260
Prepare/File Annual Fund Return, Payroll, Unemployment, Wage & Tax Forms		8.00 Hrs	\$1,040
Mail W-2s 1099's no postage - mailed with check		- postage	\$0
Print W-2s and/or 1099's		2,600 w2's 1099's	\$804
DISTRIBUTION, Payment Calculations & Reporting			\$9,805
Cover Letter & Check - Design/Review/Finalize		4.00 Hrs	\$494
Payment Data - Calculate & Verify Payments		16.00 Hrs	\$1,976
Prepare Payment Reports		12.00 Hrs	\$1,482
Check - Print Set-up/Printing/Mail Prep		2,600 checks	\$2,600
Check Mailing Postage (will be 1x mailings)		2,600 mailed	\$1,638
Check - Undeliverable/ NCOA /Return Mail Processing & Remail		156 6.0% est	\$819
Bank Fees (Account Set-Up & Monthly Fee)		6 months	\$795
		TOTAL	\$26,065

Operating Assumptions

- Class Sizes: **2,600 class members.**
- Class Notice form 16 pages, double sided printing – English and Spanish. Price includes postage and handling fees.
- Data review, cleansing and preparing file for mailing; including NCOA, and new address searches, and skip tracing if required.
- All class members that do not Opt-Out will received a check and tax document(s).
- Communications includes, PO BOX, Mail Correspondence, 800# with live phone operators and IVR.
- Limited scope CAFA.
- Project management assumes 35 hours at a blended rate of \$120 per hour. Includes summary reporting on a weekly basis.
- Qualified Settlement fund assumes 6 months. Price includes positive pay fraud protection and tax reporting both state and federal returns. All bank fees are included in pricing.
- Disbursement includes positive pay "anti-fraud" features.



Thank you



Chris Longley – CEO

612-315-9007 (Direct)
651-755-2552 (Cell)
clongley@atticusadmin.com

1295 Northland Drive Suite 160
St. Paul MN 55120

EXHIBIT 10

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: AM-American-3633

Thursday, August 29, 2024

Requesting Attorneys Name:	Lizeth Marin
E-Mail:	lizeth@calljustice.com
ILYM Contact:	Lisa Mullins
E-Mail:	Lisa@ilymgroup.com
Contact Number:	714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	2,600
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	\$650.00
Project Management & Noticing:	\$5,710.00
Notification & Mailing:	\$5,165.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$7,115.00
Case Conclusion:	\$1,310.00

All-In/Capped Fees & Expenses: \$19,950.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: AM-American-3633

Thursday, August 29, 2024

Requesting Attorneys Name: Lizeth Marin

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$650.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	4	\$480.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	3	\$210.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	3	\$210.00
Report Processing	Hourly	\$70.00	3	\$210.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
CAFA Notice	Per State	\$350.00	3	\$1,050.00
NCOA	Flat Rate	\$750.00	1	\$750.00
Toll Free Customer Service Representative	Flat Fee	\$800.00	1	\$800.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$5,710.00

NOTIFICATION/MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$1.00	2,600	\$2,600.00
USPS First Class Postage	Per Piece	\$0.70	2,600	\$1,820.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$1.50	390	\$585.00
Storage, Photocopies, Deliveries	Flat Fee	\$160.00	1	\$160.00

Subtotal \$5,165.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: AM-American-3633

Thursday, August 29, 2024

Requesting Attorneys Name: Lizeth Marin

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	5	\$750.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	5	\$625.00
Check, Stub & Release - Print & Mail (W-2/1099)	Per Check	\$0.70	2,600	\$1,820.00
USPS First Class Postage	Per Piece	\$0.60	2,600	\$1,560.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.00	260	\$260.00
Preparation of Taxes	Hourly	\$120.00	5	\$600.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$7,115.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	3	\$360.00
Process Unclaimed Funds	Flat Fee	\$500.00	1	\$500.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$1,310.00

All-In/Capped Fees & Expenses: \$19,950.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 11



Reference No. 20240830-PJI-01

August 30, 2024

Lizeth Marin, Esq.
Lawyers for Justice PC
410 West Arden Ave., Suite 203
Glendale, CA 91203

RE: AM-American-3633

Dear Lizeth,

Thank you for this opportunity to provide a quote for your settlement. Using the parameters you described, Simpluris' total estimated cost is \$25,441. As a courtesy, we are offering a \$5,000 discount, for a discounted total of \$20,441. Additionally, we agree to cap our costs at \$22,500.

Please let me know if you have questions. I look forward to this opportunity to work together.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Patrick J. Ivie". The signature is stylized with a large "P" and "I".

PATRICK J. IVIE
Chief Revenue Officer

m: 310-995-6455
o: 714-975-5260
e: pivie@simpluris.com



3194-C Airport Loop Drive, Costa Mesa, CA 92626
www.simpluris.com | 1 (800) 779 - 2104



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104
www.simpluris.com

Estimate Number:	20240830-PJI-01	Prepared By:	Patrick J. Ivie
Estimate Date:	8/30/2024	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	11/28/2024	Email:	pivie@simpluris.com

Attorney Contact
Attorney: **Lizeth Marin, Esq.**
Firm: Lawyers for Justice PC
Email: lizeth@calljustice.com

Opposing Counsel Contact
Attorney:
Firm:
Email:

Case Name: AM-American-3633
Class and PAGA Settlement

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Class Size:	2,600	Undeliverable Rate:	10%
Claims Rate:	N/A	Mail Skip Trace Success Rate:	85%
Opt-out Rate:	1%	Call Rate:	4%
Language(s) for Communication	EN/SP	Average Call Length:	3 Minutes
Reminder Mailing:	N/A	Fund Distribution:	Simpluris
Unclaimed Funds:	Escheat	Number of Distributions:	1
State(s):	CA	Tax Year(s):	1
Length of Administration:	9 Months		

Case Setup

- Undertake postings on Simpluris website of key documents as ordered by the Court (e.g. orders and the Settlement Agreement)
- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$110.00	4	\$440.00
Case Document Web Postings	\$225.00	1	\$225.00
Database Manager - Initial Data Analysis	\$125.00	3	\$375.00
Total:			\$1,040.00

Notice and Communications

- CAFA Notice (CA State+ USAG)
- NCOA/CASS/LACS prior to the Mailing
- Spanish Translation of the class Notice
- 8-page class Notice, sent by First Class US Mail, in English and Spanish

Category	Unit Value	# of Units	Total
CAFA Notice (State)	\$250.00	2	\$500.00
Spanish Translations - assuming 4,000 words	\$0.25	4,000	\$1,000.00
NCOA/CASS/LACS	\$0.14	2,600	\$364.00
Bilingual Notice Packet - assuming 16 images	\$2.80	2,600	\$7,280.00
Postage	\$0.72	2,600	\$1,872.00
Undeliverable Processing and Skip Trace	\$0.32	260	\$83.20
Remail Notice (assuming 85% skip trace success)	\$3.80	221	\$839.80
Remail Postage	\$0.72	221	\$159.12
Mailing Supervisor	\$55.00	3	\$165.00
Total:			\$12,263.12

Contact Center

- Establish case-specific toll-free number and 24/7 IVR
- Assuming 3-minute calls

Category	Unit Value	# of Units	Total
Call Center Set Up	\$350.00	1	\$350.00
Toll Free Monthly Maintenance	\$95.00	9 Months	\$855.00
IVR (includes toll-free number charges)	\$15.00	6	\$90.00
Subtotal			\$1,295.00

Administration

- Process incoming class and counsel communications, opt-outs, disputes, and objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	3	\$375.00
Project Manager	\$110.00	4	\$440.00
Dispute Processing	\$1.75	130	\$227.50
Opt-out Processing	\$1.75	26	\$45.50
Reporting to Counsel (hours)	\$100.00	8	\$800.00
Total:			\$1,888.00

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Disburse award payments and tax documents
- Uncashed funds will be sent to the California Controller's Unclaimed Property Fund
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$125.00	3	\$375.00
Disbursement Manager - Data Validation	\$90.00	4	\$360.00
Setup Banking Account/QSF	\$675.00	1	\$675.00
QSF Monthly Reconciliation and Maintenance	\$125.00	9	\$1,125.00
Print & Mail Distribution Check and Tax Docs	\$0.60	2,600	\$1,560.00
Postage	\$0.72	2,600	\$1,872.00
Process Returned Checks (assuming 5%)	\$0.20	130	\$26.00
Skip Trace Search Undeliverable Checks	\$0.12	130	\$15.60
Remail Checks (includes postage)	\$1.70	130	\$221.00
Escheat Uncashed Checks	\$500.00	1	\$500.00
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
QSF Annual Tax Reporting and Reconciliation	\$850.00	1	\$850.00
Distribution Manager	\$90.00	3	\$270.00
Total:			\$8,349.60

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	2	\$250.00
Clerical-Clean Up Any Misc.	\$45.00	3	\$135.00
Project Manager-Wrap-up Final Issues	\$110.00	2	\$220.00
Total:			\$605.00

Total Estimated Cost of Administration:	\$25,441
Less Client Courtesy Discount	-\$5,000
Discounted Total:	\$20,441
Not-to-Exceed Total:	\$22,500

Terms and Conditions

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions ("Agreement"):

1. Services: Simpluris agrees to provide Client those services set forth in the Proposal (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

2. Fee Estimates Not Binding: Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

3. Billing and Payment: Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

4. Further Assurances: Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.

5. Rights of Ownership: The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.

6. Bank Accounts: Simpluris will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and compensation for services Simpluris performs for financial institutions to be eligible for FDIC deposit insurance. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

7. Retention of Documents & Data: Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

8. Limitation of Liability; Disclaimer of Warranties: Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

9. Force Majeure: To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date

that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

10. Rights in Data: Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.

11. Electronic Communications: During the provision of the Services, the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

12. Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.

13. Waiver: Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.

14. Termination: Client may terminate the Services at any time upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice if the Client is not current in payment of fees.

15. Jurisdiction: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

16. Survival: Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.

17. Confidentiality: Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.

18. Indemnification: Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, in connection with , or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.

19. Severability: If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. Database Administration: Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

21. Entire Agreement: These Terms and Conditions together with the Proposal constitutes the entire agreement between the parties with respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

EXHIBIT 12



Sarin Yeranossian <sarin@calljustice.com>

Thank you for your Proposed Settlement Submission

1 message

DIR PAGA Unit <no-reply@formassembly.com>
To: sarin@calljustice.com

Tue, Apr 15, 2025 at 6:24 PM

04/15/2025 06:23:19 PM

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

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.DIR PAGA Unit on behalf of
Labor and Workforce Development AgencyWebsite: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 13

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-872776-22
Plaintiff for PAGA Case: Aleida Miranda
Filer/Attorney for PAGA Case: Edwin Aiwarzian
Law Firm for PAGA Plaintiff: Lawyers for Justice
Employer: American National Red Cross
Date Case Received:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: USDC - Northern District of CA
PAGA Court Case Number: 22CV011294
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Additional Document Submitted with Proposed Settlement on 04/15/2025 06:23:19 PM by Selena Matavosian	Docket No. 65-1_Decl of SM ISO P's MPA.pdf	04/15/2025 06:23 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/15/2025 06:23:19 PM by Selena Matavosian	Docket No. 65-2_Decl of P AM ISO P's MPA.pdf	04/15/2025 06:23 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/15/2025 06:23:19 PM by Selena Matavosian	Docket No. 65-3_PO Granting P's MPA.pdf	04/15/2025 06:23 PM	Proposed Settlement
Court Complaint Submitted on 05/18/2022 03:28:29 PM by Edwin Aiwarzian	2022.05.13_Complaint.pdf	05/18/2022 03:28 PM	Court Complaint
PAGA Notice Submitted on 03/10/2022 12:34:00 PM by Edwin Aiwarzian	2022.03.10_PAGA Notice_Aleida Miranda v. American National Red Cross (Certified).pdf	03/10/2022 12:34 PM	PAGA Notice
Proposed Settlement Submitted on 04/15/2025 06:23:19 PM by Selena Matavosian	Docket No. 65_P's MPA.pdf	04/15/2025 06:23 PM	Proposed Settlement