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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

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

[Notice of Motion and Motion for
Preliminary Approval of Class Action
and PAGA Settlement; Declaration of
Proposed Class Counsel (Selena
Matavosian); and Declaration of
Proposed Class Representative (Aleida
Miranda) filed concurrently herewith]

Date: May 19, 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

1 This matter has come before the Honorable Sallie Kim in Courtroom C of
2 the United States District Court for the Northern District of California on Plaintiff
3 Aleida Miranda's ("Plaintiff") Motion for Preliminary Approval of Class Action
4 and PAGA Settlement ("Motion"). Lawyers *for* Justice, PC appears as counsel for
5 Plaintiff, individually and on behalf of all others similarly situated and other
6 aggrieved employees. Constangy, Brooks, Smith & Prophete LLP appears as
7 counsel for Defendant American National Red Cross ("Defendant").

8 Having considered the Motion, Memorandum of Points and Authorities in
9 Support Thereof, and declarations submitted in support of the Motion, including
10 the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims
11 ("Settlement," "Agreement," or "Settlement Agreement") entered into by and
12 between Plaintiff and Defendant, and **GOOD CAUSE** appearing, **IT IS**
13 **ORDERED** that the Motion is **GRANTED**, subject to the following findings and
14 orders:

15 1. This Order incorporates by reference the definitions in the Settlement
16 Agreement, and all terms defined therein shall have the same meaning in this
17 Order as set forth in the Settlement Agreement.

18 2. The Court grants preliminary approval of the Joint Stipulation of Class
19 Action and PAGA Settlement and Release of Claims attached as "EXHIBIT 2" to
20 the Declaration of Selena Matavosian in Support of Plaintiff's Motion for
21 Preliminary Approval of Class Action and PAGA Settlement. This is based on the
22 Court's determination that the Settlement falls within the range of possible
23 approval as fair, adequate, and reasonable.

24 3. It appears to the Court on a preliminary basis that the Settlement is
25 fair, adequate, and reasonable. It appears to the Court that extensive investigation
26 and research have been conducted such that counsel for the parties, at this time,
27 are able to reasonably evaluate their respective positions. It further appears to the
28 Court that the Settlement, at this time, will avoid substantial additional costs by all

1 parties, as well as avoid the delay and risks that would be presented by the further
2 prosecution of the case. It further appears that the Settlement has been reached as
3 the result of intensive, serious, and non-collusive arms-length negotiations, and
4 was entered into in good faith.

5 4. The Court preliminarily finds that the Settlement, including the
6 allocations for the Class Counsel Award, Class Representative Enhancement
7 Award, PAGA Settlement Amount, and Settlement Administrator Costs, appear
8 to be within the range of reasonableness of a settlement that could ultimately be
9 given final approval by this Court. Indeed, the Court has reviewed the monetary
10 recovery that is being granted as part of the Settlement and preliminarily finds that
11 the monetary settlement awards made available to the Class Members and
12 Aggrieved Employees are fair, adequate, and reasonable when balanced against
13 the probable outcome of further litigation relating to certification, liability, and
14 damages issues.

15 5. The Court conditionally certifies, for settlement purposes only, the
16 Class, defined as follows:

17 All current and former non-exempt employees who worked for
18 Defendant in California between May 13, 2018 through February 9,
19 2024 (“Class” or “Class Members”).

20 6. The Court concludes that, for settlement purposes only, the proposed
21 Class meets the requirements for certification under Rule 23(a) of the Federal
22 Rules of Civil Procedure in that: (a) the Class is sufficiently numerous such that
23 joinder of all members of the Class is impracticable; (b) there are questions of laws
24 and fact which are common to all members of the Class; (c) Plaintiff’s claims are
25 typical of the claims of the members of the Class; (d) Plaintiff will fairly and
26 adequately protect the interests of the members of the Class, and Class Counsel
27 are qualified to act as counsel for Plaintiff in her individual capacity and as the
28 representative of the Class; and (e) common questions predominate over questions

1 that affect individual members, and class action is superior to other available
2 methods for the efficient adjudication of the controversy.

3 7. The Court provisionally appoints Plaintiff Aleida Miranda as the
4 representative of the Class (“Class Representative”).

5 8. The Court provisionally appoints Arby Aiwarzian, Joanna Ghosh, and
6 Selena Matavosian of Lawyers *for* Justice, PC as counsel for the Class (“Class
7 Counsel”).

8 9. The Court provisionally appoints Phoenix Settlement Administrators
9 (“Phoenix”) to handle the administration of the Settlement (“Settlement
10 Administrator”).

11 10. Within fifteen (15) business days of the date on which the Court enters
12 this Order, Defendant shall provide the Settlement Administrator with the
13 following information about each Class Member and/or Aggrieved Employee: last
14 known full name; last known address; last known telephone number; Social
15 Security Number; number of Compensable Work Weeks; number of Compensable
16 Pay Periods; and number of Compensable Work Weeks during the period from
17 May 13, 2018 to June 8, 2023 (collectively, “Class Information”), in conformity
18 with the Settlement Agreement.

19 11. The Court approves, both as to form and content, the proposed Notice
20 of Pendency of Class Action Settlement and Hearing Date for Court Approval
21 (“Class Notice” or “Notice of Class Action Settlement”) attached hereto as
22 **“EXHIBIT 1.”** The Class Notice shall be provided to Class Members in the
23 manner set forth in the Settlement Agreement. The Court finds that the Class
24 Notice appears to fully and accurately inform the Class Members of all material
25 elements of the Settlement, of Class Members’ right to be excluded from the Class
26 Settlement by submitting a Request for Exclusion, of Class Members’ right to
27 dispute the Compensable Work Weeks credited to each of them, and of each
28 Settlement Class Member’s right and opportunity to object to the Class Settlement.

1 The Court further finds that distribution of the Class Notice substantially in the
2 manner and form set forth in the Settlement Agreement and this Order, and that
3 all other dates set forth in the Settlement Agreement and this Order, meet the
4 requirements of due process and shall constitute due and sufficient notice to all
5 persons entitled thereto. The Court further orders the Settlement Administrator to
6 mail the Class Notice by First Class U.S. mail to all Class Members within
7 fourteen (14) calendar days of receipt of the Class Information from Defendant,
8 pursuant to the terms set forth in the Settlement Agreement

9 12. The Court preliminarily approves the proposed procedure, set forth in
10 the Settlement Agreement, for requesting exclusion from the Class Settlement.
11 Any Class Member may choose to be excluded from the Class Settlement by
12 submitting a valid and timely Request for Exclusion no later than the date that is
13 forty-five (45) calendar days after the Settlement Administrator mails the Notice
14 of Class Action Settlement to Class Members (“Response Deadline”). Any such
15 person who validly and timely chooses to opt out of, and be excluded from, the
16 Class Settlement will not be entitled to any recovery under the Class Settlement
17 and will not be bound by the Class Settlement or have any right to object, appeal,
18 or comment thereon. If the Settlement is granted final approval, Class Members
19 who did not submit a valid and timely Request for Exclusion from the Class
20 Settlement (“Settlement Class Members”) shall be bound by the Class Settlement
21 and any final judgment based thereon, and Aggrieved Employees will be entitled
22 to recovery from the PAGA Settlement and will be bound by the PAGA
23 Settlement, irrespective of whether they opt out of the Class Settlement.

24 13. To object to the Class Settlement, a Settlement Class Member may
25 submit their written Notice of Objection to the Class Settlement to the Settlement
26 Administrator on or before the Response Deadline by mail. Settlement Class
27 Members who wish to object to the Class Settlement may also appear at the Final
28

1 Approval Hearing to object to the Class Settlement, irrespective of whether they
2 submit a written Notice of Objection.

3 14. The Court finds that Plaintiff has satisfied the prerequisites under the
4 California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.)
5 (“PAGA”), including, and not limited to, providing the California Labor and
6 Workforce Development Agency (“LWDA”) and Defendant with notice of the
7 specific provisions of the California Labor Code alleged to have been violated,
8 including, and not limited to, the facts and theories to support the alleged
9 violations, in conformity with California Labor Code § 2699.3(a).

10 15. The Court also finds that the Settlement Agreement has been
11 submitted to the LWDA in conformity with California Labor Code § 2699(1)(2)
12 and that the LWDA has not sought to intervene or appear in the Action.

13 16. The Aggrieved Employees covered under the Settlement consist of the
14 following individuals:

15 All current and former non-exempt employees who worked for Defendant in
16 California during the PAGA Period (March 10, 2021 through February 9,
17 2024).

18 17. Pursuant to California Labor Code § 2699(1)(2), the Court has
19 reviewed the sum allocated for payment of penalties under PAGA (“PAGA
20 Settlement Amount”), and the Court determines that it is fair, just, reasonable, and
21 adequate. The Court hereby approves the PAGA Settlement. The PAGA
22 Settlement Amount shall be \$400,000.00. Seventy-five percent (75%) of the
23 PAGA Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and
24 twenty-five percent (25%) of the PAGA Settlement Amount shall be
25 distributed to the Aggrieved Employees (“Individual PAGA Payment”), in
26 accordance with this Order and Judgment and the Settlement Agreement.

27 18. A Final Approval Hearing shall be held before this Court on
28 _____ at _____ in Courtroom C

1 of the United States District Court for the Northern District of California located
2 at 450 Golden Gate Avenue, San Francisco, California 94102, to determine all
3 necessary matters concerning the Settlement, including: whether the Settlement of
4 the Action on the terms and conditions provided for in the Settlement is fair,
5 adequate, and reasonable, and should be finally approved by the Court; whether a
6 judgment, as provided in the Settlement, should be entered herein; whether the
7 plan of allocation contained in the Settlement should be approved as fair, adequate,
8 and reasonable to the Class Members and Aggrieved Employees; and determine
9 whether to finally approve the requests for the Class Counsel Award, Class
10 Representative Enhancement Award, PAGA Settlement Amount and Settlement
11 Administrator Costs.

12 19. Class counsel shall file a motion for final approval of the Settlement,
13 along with the appropriate declarations and supporting evidence, including the
14 Settlement Administrator's declaration, by _____,
15 to be heard at the Final Approval Hearing.

16 20. Class counsel shall file a motion for final approval of the requests for
17 the Class Representative Enhancement Award and Class Counsel Award, and
18 approval of the Settlement Administrator Costs, along with the appropriate
19 declarations and supporting evidence, by _____,
20 to be heard at the Final Approval Hearing.

21 21. The Settlement is not a concession nor admission, and it shall not be
22 used against Defendant as an admission nor indication with respect to any claim
23 of any fault or omission by Defendant. Nor shall the Settlement or this Order
24 constitute any finding, decision, or determination of fault, wrongdoing, or
25 misconduct by Defendant. Whether or not the Settlement is finally approved,
26 neither the Settlement, nor any document, statement, proceeding or conduct related
27 to the Settlement, nor any reports or accounts thereof, shall in any event be
28 construed as, offered or admitted into evidence as, received as or deemed to be in

1 evidence for any purpose adverse to the Defendant, including, but not limited to,
2 evidence of a presumption, concession, indication, or admission by Defendant of
3 any liability, fault, wrongdoing, omission, concession, or damage, or to establish
4 the existence of any condition constituting a violation of, or a non-compliance with
5 state, federal, local or other applicable law, except for legal proceedings
6 concerning the implementation, interpretation, or enforcement of the Settlement.

7 22. In the event the Settlement does not become effective in accordance
8 with the terms of the Settlement Agreement, or the Settlement is not finally
9 approved, or is terminated, cancelled, or fails to become effective for any reason,
10 this Order shall be rendered null and void, shall be vacated, and the Parties shall
11 revert back to their respective positions as of before entering into the Settlement
12 Agreement.

13 23. The Court reserves the right to adjourn or continue the date of the Final
14 Approval Hearing and all dates provided for in the Settlement Agreement without
15 further notice to Class Members and retains jurisdiction to consider all further
16 applications arising out of or connected with the Settlement.

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18 **IT IS SO ORDERED.**

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21 DATE: _____

22 Honorable Sallie Kim
23 Judge of the United States District Court
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EXHIBIT 1

**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 Aiwazian 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.*

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