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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

NATASHA AMARAL, as an
aggrieved employee pursuant to the
Private Attorneys General Act
("PAGA"), on behalf of the State of
California and other aggrieved
employees,

Plaintiff,

vs.

UNIFY FINANCIAL CREDIT
UNION, a federally chartered credit
union; and DOES 1 through 10,
inclusive,

Defendants.

CASE NO. 20STCV36466

Assigned to the Hon. Gary Y. Tanaka,
Department B

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE
BETWEEN PLAINTIFF AND
DEFENDANT**

1 This Class Action Settlement Agreement and Release (hereinafter
2 **“Settlement”** or **“Agreement”**) is made and entered into by and between plaintiff
3 Natasha Amaral (hereinafter, **“Plaintiff”**), individually and on behalf of the settlement
4 class, and defendant UNIFY Financial Credit Union (hereinafter **“UNIFY”**)
5 (collectively, **“the Parties”**) and subject to the approval of the Court.

- 6
- 7 1. On July 17, 2020, Plaintiff provided written notice by online filing to the
8 California Labor and Workforce Development Agency (the **“LWDA”**) alleging
9 specific provisions of the California Labor Code Plaintiff alleges UNIFY violated
10 (the **“PAGA Notice”**).
- 11
- 12 2. On September 24, 2020, Plaintiff filed a PAGA Enforcement Action Complaint
13 (the **“PAGA Complaint”**) in the Los Angeles County Superior Court, Case No.
14 20STCV36466, against UNIFY (the **“Action”**), pursuant to the Private Attorneys
15 General Act, as amended, California Labor Code section 2698 *et seq.* The Action
16 was brought on behalf of the State of California and all current and former non-
17 exempt employees of UNIFY in the State of California alleged to be aggrieved
18 from July 17, 2019. The Action alleges that UNIFY failed to pay for all wages
19 earned, including overtime and minimum wages, failed to provide compliant meal
20 periods and rest breaks and/or failed to pay meal and rest break premiums, failed
21 to pay meal and rest break premiums based on the regular rate of pay, failed to
22 timely pay all wages owed upon termination, failed to timely pay all wages owed
23 during employment, failed to furnish compliant wage statements, failed to
24 reimburse for business expenses, compelled patronization, and failed to provide
25 adequate seating.
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- 1 3. On November 16, 2021, the Parties participated in a day-long mediation before
2 Jeffrey Ross, a well-regarded mediator who has mediated many wage-and-hour
3 class actions. The Parties reached a settlement at mediation.
4
- 5 4. Prior to the November 16, 2021 mediation, the Parties engaged in an extensive
6 informal exchange of information and documents. UNIFY provided Plaintiff with
7 documentation regarding its policies regarding timekeeping, overtime, meal
8 periods and rest breaks, wage statements, and expense reimbursement, as well as
9 time and payroll records for all non-exempt employees from July 17, 2019,
10 forward. Furthermore, counsel for the Parties conferred extensively concerning
11 this information, the merits of the Parties' claims and/or defenses, and other issues
12 relevant to reaching a settlement, both telephonically and in writing.
13
- 14 5. Plaintiff and her counsel have obtained sufficient discovery and conducted
15 sufficient analysis to evaluate the strengths and weaknesses of her respective
16 claims and UNIFY's defenses and to recommend this Settlement to the Class
17 Members and the Court.
18

19 TERMS OF SETTLEMENT

20

21 NOW, THEREFORE, in consideration of the mutual covenants, promises and warranties
22 set forth herein, the Parties agree, subject to the Court's approval, as follows:
23

- 24 6. Amending the PAGA Complaint. As part of the settlement of this Action and for
25 purposes of this settlement only, the Parties will file a stipulation allowing Plaintiff
26 to file a First Amended Complaint to add class claims arising from Plaintiff's
27 regular rate theory of liability and will include causes of action for unpaid
28 overtime, unpaid meal period premiums, unpaid rest period premiums, non-

compliant wage statements, untimely payment of wages, failure to timely pay all wages owed upon termination of employment, and violation of the Unfair Competition Law, Bus. & Prof. Code sec. 17200 *et seq.* (the “**Stipulation**”) arising only from the regular rate of pay liability theory. The forms of the Stipulation and First Amended Complaint are attached hereto as **Exhibit “A.”** The First Amended Complaint will otherwise be identical to the PAGA Complaint. If this Agreement does not become final for any reason, the Parties’ willingness to stipulate to the filing of the First Amended Complaint shall have no bearing on, and will not be admissible in connection with, these issues in the Action or any subsequent proceeding. If this Agreement does not become final, neither the Parties nor their counsel will offer or refer to this Stipulation for purposes of settlement in any subsequent proceeding in the Action or any other action.

7. Definitions of Certain Settlement Terms:

- a. The word “**Person**” shall have the meaning set forth in California Government Code Section 17.
- b. The “**Settlement Class**” and the “**PAGA Settlement Group**” consists of all current and former hourly, non-exempt employees who worked for UNIFY in California during the Class Period and PAGA Period. Each individual member of the Settlement Class and PAGA Settlement Group shall be referred to as, respectively, a “**Class Member**” and a “**PAGA Settlement Group Member**.”
- c. The “**Class Period**” and the “**PAGA Period**” are each, respectively, July 17, 2019, through January 7, 2022.

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4 d. **“Participating Class Members”** means and refers to all Class Members
5 except those who timely submit a valid Request for Exclusion (as defined
6 herein below) from this Settlement pursuant to the process described herein.

7
8 e. **“Class Counsel”** means and refers to Capstone Law APC.

9
10 f. **“Administrator”** means and refers to the administrator responsible for
11 administering this settlement, CPT Group, Inc.

12
13 8. Settlement of the Action: The Action and any claims, damages, or causes of action
14 alleged in the PAGA Complaint or the First Amended Complaint or that could
15 reasonably have been alleged based on the facts alleged in the PAGA Complaint or
16 First Amended Complaint, shall be settled and compromised as between the
17 Settlement Class and each Participating Class Member on the one hand and UNIFY
18 on the other, subject to the terms and conditions set forth in this Agreement and the
19 approval of the Los Angeles County Superior Court.

20
21 9. Settlement Date: The Settlement embodied in this Agreement shall become
22 effective upon execution by all Parties, Class Counsel, counsel for UNIFY, and
23 final approval from the Court, following notice to Class Members, a formal
24 fairness hearing, and entry of a final judgment by the Court in accordance with the
25 terms herein.

10. Settlement Amount.

a. In consideration for this Settlement and a release by the Settlement Class, the PAGA Settlement Group, and each Participating Class Member, as provided herein, UNIFY will pay Four Hundred Thousand Dollars (\$400,000.00) ("**Settlement Funds**") and has already paid One Hundred Twelve Thousand Dollars (\$112,000.00) to Class Members to compensate them for unpaid overtime and meal and rest period premiums resulting from UNIFY's alleged failure to calculate these payments based on the regular rate of pay ("**Regular Rate Payments**"), which makes the aggregate value of the settlement Five Hundred Twelve Thousand Dollars (\$512,000.00) (the "**Gross Settlement Amount**"), plus UNIFY will pay the employer's share of any payroll taxes related to the Settlement Funds. The Gross Settlement Amount is the face value of the Settlement for purposes of computing the benefits secured for the Settlement Class by Plaintiff's prosecution of the Action. In no event shall any part of the Gross Settlement Amount revert to UNIFY.

b. The "**Class & PAGA Fund**" is defined as the Gross Settlement Amount, less all of the following: (1) the Regular Rate Payments; (2) all costs of settlement administration, estimated to be approximately \$10,000.00, pursuant to Paragraph 17, below; (3) attorneys' fees of up to \$170,667.00 (the maximum amount of Class Counsel's fee application), pursuant to Paragraph 16, below; (4) Class Counsel's reasonable out-of-pocket costs (not to exceed \$20,000.00), pursuant to Paragraph 16, below; (5) the Service Award, pursuant to Paragraph 14, below, not to exceed the sum of \$10,000; and (6) the "**LWDA Allocation**," which is seventy-five percent (75%) (\$7,500.00) of the "**PAGA Payment**," the \$10,000.00 earmarked for the

1 release of Plaintiff's and each PAGA Settlement Group Member's PAGA
2 claims, which shall be paid to the California Labor and Workforce
3 Development Agency ("**LWDA**").

4
5 11. Settlement Formula and Distribution: Subject to the conditions of this Agreement,
6 PAGA Settlement Group Members and Participating Class Members shall be
7 entitled to a share of the Class & PAGA Fund (the "**Settlement Share**"). Each
8 Settlement Share shall be determined as follows:

- 9
10 a. Two Thousand Five Hundred Dollars (\$2,500.00) shall be allocated to
11 PAGA Settlement Group Members on a prorated basis by pay periods
12 ("**PAGA Allocation**"), which is twenty-five percent (25%) of the PAGA
13 Payment. A PAGA Settlement Group Member's pro-rata share of the
14 PAGA Allocation is determined by dividing the number of pay periods he or
15 she worked during the PAGA Period by the total number of pay periods all
16 PAGA Settlement Group Members worked during the PAGA Period.
- 17
18 b. The "**Net Settlement Amount.**" The balance of the Class & PAGA Fund
19 after deducting the PAGA Allocation shall be allocated to Participating
20 Class Members. The Net Settlement Amount shall be divided amongst all
21 Participating Class Members based on their pro-rata share of Covered Pay
22 Periods, determined by dividing his or her number of Covered Pay Periods
23 by the total number of Covered Pay Periods of all Participating Class
24 Members. "**Covered Pay Periods**" means all pay periods during the Class
25 Period in which Class Members received in addition to their base hourly
26 wages nondiscretionary incentive compensation for a period of time in
27 which they also either or both (i) worked overtime and/or double-time and
28 (ii) received one or more meal and/or rest period premiums.

12. Reference to UNIFY's Records: The number of Covered Pay Periods worked by Class Members will be determined by reference to UNIFY's records. UNIFY's records shall be presumptively correct for determining who the Class Members and PAGA Settlement Group Members are and the number of Covered Pay Periods.

13. Allocation of Settlement Payments:

- a. 100% of all Settlement Share payments to PAGA Settlement Group Members shall be considered non-wages for the settlement of civil penalty claims. PAGA Settlement Group Members will also receive from the Administrator an IRS Form 1099 for these payments, in accordance with IRS requirements, and will be responsible for correctly characterizing this compensation for tax purposes and to pay any taxes owing.
- b. 25% of all Settlement Share payments to Participating Class Members shall be considered wages and shall be subject to the withholding of all applicable local, state, and federal taxes. Participating Class Members will receive from the Administrator a W-2 for the payment and taxes that will be withheld at the rate required by law. As to all Settlement Share payments that shall be considered wages, UNIFY (via the Administrator) will pay all amounts required by law to be paid by the employer to any federal, state, or local tax authority.
- c. 75% of all Settlement Share payments to Participating Class Members shall be considered non-wages for the settlement of interest and statutory and civil penalty claims. Participating Class Members will also receive from the Administrator an IRS Form 1099 for these payments, in accordance with

1 IRS requirements, and will be responsible for correctly characterizing this
2 compensation for tax purposes and to pay any taxes owing.

3
4 14. Service Award: Subject to the approval of the Court, Plaintiff will receive from the
5 Gross Settlement Amount Ten Thousand Dollars (\$10,000) as a service payment
6 award for her time and efforts as the Class Representative and taking the risk of
7 paying UNIFY's costs in the event of an unsuccessful outcome, as well as for her
8 assistance to her counsel in prosecuting this Action on behalf of the absent class
9 members and aggrieved employees. This Service Award is in addition to her right
10 to participate in the settlement distribution process. In addition, Plaintiff will
11 execute a general release of all known and unknown claims, substantially in the
12 form attached hereto as **Exhibit "B,"** in exchange for her Service Award.

13
14 a. Plaintiff will receive an IRS Form 1099 for the Service Award and will be
15 responsible for correctly characterizing this compensation for tax purposes
16 and to pay any taxes owing.

17
18 b. Plaintiff hereby indemnifies and holds UNIFY harmless for and against any
19 action or liability of Plaintiff, including but not limited to any costs and/or
20 legal fees incurred by UNIFY if any tax authority should dispute the
21 characterization of this compensation.

22
23 c. Plaintiff shall provide the Administrator a signed Form W-9.

24
25 d. If the Court fails to approve the Service Award, or approves a Service
26 Award in a lower amount than provided for in this Agreement, the
27 unapproved amount shall become part of the Class & PAGA Fund to be
28 allocated according to the terms of this Agreement.

1 15. Payment of the LWDA Allocation: UNIFY, via the Administrator and from the
2 Gross Settlement Amount, will pay the LWDA Allocation to the State of California
3 for its share of civil penalties pursuant to PAGA, approved by the Court.

4
5 16. Attorneys' Fees and Costs:

6
7 a. Class Counsel shall submit an application for an award of attorneys' fees not
8 to exceed One Hundred Seventy Thousand Six Hundred Sixty- Seven
9 Dollars (\$170,667.00), which is one-third (1/3) of the Gross Settlement
10 Amount. The amount not to exceed \$170,667 will cover all work performed
11 to date and all work to be performed in connection with the approval by the
12 Court of this Agreement and the final conclusion of this Action. UNIFY
13 agrees not to oppose any fee application that is not in excess of the amount
14 specified in this paragraph.

15
16 b. Class Counsel shall submit an application for reimbursement of costs and
17 expenses in an amount not to exceed Twenty Thousand Dollars (\$20,000).
18 The amount not to exceed \$20,000 will cover all costs and expenses
19 incurred to date or to be incurred. This amount shall come from the Gross
20 Settlement Amount. UNIFY agrees not to oppose any cost and expense
21 application that is not in excess of the amount specified in this paragraph.

22
23 c. If the Court fails to approve the amount of attorneys' fees and costs Class
24 Counsel requests, or approves a lower amount of attorneys' fees and costs
25 than the maximum amount that may be requested under this Agreement, the
26 unapproved amount shall become part of the Class & PAGA Fund to be
27 allocated according to the terms of this Agreement.

28

17. Administration Fees: All costs of administration of the Settlement by the Administrator will be paid by UNIFY out of the Gross Settlement Amount. The costs of administering the settlement are estimated to be \$10,000.00. In no event will UNIFY be obligated to pay any costs of administration of the Settlement other than from the Gross Settlement Amount. In the event the Administrator administers the settlement for less than the amount of the Gross Settlement Amount earmarked for this purpose, such funds shall become part of the Class & PAGA Fund to be allocated according to the terms of this Agreement.

18. Payment Date: UNIFY shall pay the Settlement Funds plus the employer's share of any payroll taxes related to the settlement payments on the "**Payment Date**," which shall be the latest of the following occurrences:

- a. Thirty (30) calendar days following the entry of a Judgment finally approving this Settlement, provided no objection is made to this Settlement prior to or at the hearing for final approval of this Settlement.
- b. If an objection to this Settlement is made before or at the hearing for final approval of this Settlement, then seventy-five (75) days after the notice of entry of a Judgment is served, provided that no appeal is filed.
- c. If an appeal has been taken or sought, fourteen (14) days after the date the Judgment finally approving this Settlement is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review, or the date the appeal(s) or other judicial review are finally dismissed with no possibility of subsequent appeal or other judicial review.

d. Within ten (10) business days after the Payment Date, the Administrator will disburse all payments provided hereunder to Participating Class Members, PAGA Settlement Group Members, the LWDA, Plaintiff, Class Counsel, and the Administrator itself.

19. No Further Payments: UNIFY shall have no obligation to pay or provide any further consideration to any Class Member, PAGA Settlement Group Member, or the LWDA by reason of this Agreement or because of the foregoing payments, including but not limited to contributions to any 401(k) or other retirement or employee benefit plan, vacation, or sick pay, etc. Any payments made pursuant to this Agreement will not trigger any obligation of UNIFY to make any withholding for 401(k) contributions or to make any contributions to any 401(k) or similar such plan.

20. Certification for Settlement Purposes Only: As part of this Agreement, the Parties stipulate to the certification of the Settlement Class for purposes of this Settlement only as an opt-out class. If this Agreement does not become final for any reason, the Parties' willingness to stipulate to certification as part of this Settlement shall have no bearing on, and will not be admissible in connection with, the issue of whether any class should be certified in this case or in any subsequent proceeding. The Parties and their counsel will not offer or make reference to this provisional stipulation to class certification for purposes of this Settlement in any subsequent proceeding in this Action (except for purposes of having this Agreement approved by the Court) or in any other action.

21. Parties' Contentions: In entering into this Agreement, UNIFY denies any liability or wrongdoing of any kind associated with the claims alleged in any of Plaintiff's Complaints, and further denies that this Action is appropriate for class,

1 representative, or private attorney general treatment. UNIFY contends, among
2 other things, that it has complied with the California Labor Code and the Business
3 and Professions Code at all times. In entering into this Agreement, Plaintiff
4 believes that she has filed a meritorious action and that class certification and
5 representative treatment are appropriate.

- 6
7 22. Settlement Fair, Reasonable, and Adequate: Plaintiff and her counsel are of the
8 opinion that the terms set forth in this Agreement are fair, reasonable, and adequate
9 and this Agreement is in the best interest of the Settlement Class in light of all
10 known facts and circumstances, including the risk of significant delay, defenses
11 asserted by UNIFY, and numerous potential appellate issues. UNIFY and its
12 counsel also agree that this Agreement is fair and in the best interests of the
13 Settlement Class and each Class Member and PAGA Settlement Group Member.

14 15 **THE SETTLEMENT ADMINISTRATOR**

- 16
17 23. Selection of Administrator: Subject to the Court's approval, CPT Group, Inc., shall
18 be retained as the Administrator.
- 19
20 24. Class List: Within twenty-one (21) calendar days of the date the Court grants
21 preliminary approval of the settlement (the "**Preliminary Approval Date**") ,
22 UNIFY shall provide to the Administrator a listing containing, for each and every
23 Class Member and PAGA Settlement Group Member, the following information:
24 (1) name, (2) last known address, (3) Social Security number; (4) whether the
25 individual is a member of the Settlement Class and, if so, the number of Covered
26 Pay Periods; and (5) whether the individual is a PAGA Settlement Group Member
27 and, if so, the number of pay periods the individual worked during the PAGA
28

1 Period. This information is confidential and not to be shared with anyone,
2 including Class Counsel.

3
4 25. Administrator's Duties: The Administrator's duties will include preparing,
5 printing, and mailing the Notice of Settlement to Class Members; conducting any
6 necessary verifications of Class Member Social Security numbers; conducting a
7 National Change of Address search on all Class Members before the initial Notice
8 of Settlement mailing; conducting skip tracing on any Notice of Settlement
9 returned by the U.S. Postal Service as non-deliverable, as needed, and re-mailing
10 the Notice of Settlement to the Class Member's new address; reviewing and
11 processing Requests for Exclusion (as defined herein below) and objections to the
12 Settlement; handling disputes made by Class Members; providing the Parties with
13 periodic status reports about the delivery of Notice of Settlement, receipt of
14 Requests for Exclusion and objections to the Settlement; calculating Settlement
15 Shares; issuing the checks to effectuate the payments due under the Settlement;
16 issuing the tax reports required under this Settlement; and otherwise administering
17 the Settlement pursuant to this Agreement.

18
19 26. Qualified Settlement Fund: The Parties agree that the Settlement Funds will be
20 placed in an account held by the Administrator to effectuate the terms of this
21 Agreement and the orders of the Court. The Parties agree that a settlement account
22 (1) shall be established pursuant to an order of the Court prior to the receipt of any
23 monies from UNIFY; (2) that it shall be established to resolve and satisfy the
24 contested Claims that have resulted, or may result, from the matters that are the
25 subject of this Action and that are released by this Settlement; and (3) that the
26 account that is established and its assets are segregated and shall be segregated
27 (within a separately established fund or account) from the assets of UNIFY and all
28 related other persons. The Administrator shall be responsible for establishing,

1 administering, and otherwise operating the settlement account, including preparing
2 and filing federal, state, and local tax returns. The Administrator shall also be
3 responsible for preparing and issuing all checks to the Participating Class
4 Members, PAGA Settlement Group Members, Plaintiff, the LWDA, Class
5 Counsel, the employer's share of any payroll taxes, and all checks for claims
6 administration costs and expenses that are approved by the Court and any other
7 payments included in this Agreement and approved by the Court.

8
9 27. Administrator Access to Records; Disputes; Submission to Court's Jurisdiction:

10 The Administrator shall be granted reasonable access to UNIFY's records to
11 perform its duties. All disputes relating to the Administrator's ability and need to
12 perform its duties shall be referred to the Court, if necessary, which will have
13 continuing jurisdiction over the terms and conditions of this Agreement. The
14 Administrator submits to the jurisdiction of the Court in connection with its
15 appointment as Administrator.

16
17 28. Administrator's Reports: The Administrator shall provide weekly reports to
18 counsel concerning receipt of Class Members' requests for exclusion, objections,
19 and returned mail to any Class Member.

20
21 **ADMINISTRATION OF SETTLEMENT**

22
23 29. Notice of Settlement: Within thirty-five (35) days of the Preliminary Approval
24 Date, the Notice of Settlement, in the form attached hereto as **Exhibit "C"**, and
25 approved by the Court, shall be sent by the Administrator to each Class Member.
26 The Notice of Settlement shall be sent by first-class mail to each Class Member's
27 current or last known address on file at UNIFY, following an updated review of the
28 National Change of Address Registry by the Administrator.

1 a. Returned Notices: All Notice of Settlement mailing packets returned from
2 this mailing with forwarding addresses affixed thereto will be utilized by the
3 Administrator to locate the Class Members through reasonable and
4 customary skip-tracing efforts used in the administration of such
5 settlements.

6
7 It will be presumed that if an envelope has not been returned within thirty
8 (30) days of the mailing that the Class Member received the notice.

9
10 b. The Administrator shall provide the Court, at least five (5) days prior to the
11 final fairness hearing, a declaration of due diligence and proof of mailing
12 with regard to the mailing of the Notice of Settlement, and all attempts to
13 locate Class Members. Class Counsel shall be responsible for working with
14 the Administrator to timely file the declaration of due diligence.

15
16 30. Administrator's Responsibility for Payment: The Administrator is responsible for
17 having the payments to each Participating Class Member and PAGA Settlement
18 Group Member issued, calculating and withholding all required state and federal
19 taxes, and performing the tax reporting on such payments. Upon completion of its
20 review, the Administrator shall provide the Parties with a report listing the amounts
21 of payments made to each Participating Class Member and PAGA Settlement
22 Group Member. This report will not contain names or identifying information of
23 Participating Class Members or PAGA Settlement Group Members. Settlement
24 checks will be valid for one hundred and eighty (180) days. At the end of that 180-
25 day period, settlement checks will be void. The amounts of any voided settlement
26 checks shall be distributed to the California State Bar Justice Gap Fund (care of
27 The State Bar of California, 180 Howard St., San Francisco, CA 94105).

28

1 31. Exclusions: The Notice of Settlement shall describe the process for Class
2 Members to submit a request for exclusion (i.e., “opt-out”) (“**Request for**
3 **Exclusion**”) from this Settlement. Class Members who submit a Request for
4 Exclusion cannot object to the Settlement, cannot be Participating Class Members,
5 and are not eligible for a Settlement Share from the Net Settlement Amount (but
6 will still receive their share of the PAGA Allocation) unless they revoke their
7 Request for Exclusion in writing prior to the Final Fairness Hearing.

- 8
- 9 a. Any Class Member who does not validly submit a Request for Exclusion
10 within forty-five (45) days of the date the Notice of Settlement is sent to the
11 Settlement Class shall be bound by the terms of this Agreement and the
12 class release, even if he/she files an objection to the Settlement.
- 13
- 14 b. No Class Member will be permitted to pursue a claim released by this
15 Settlement on the grounds that a Request for Exclusion was submitted
16 timely and lost, destroyed, misplaced, or otherwise not received by the
17 Administrator unless the Class Member has adequate proof that the Request
18 for Exclusion was mailed timely certified and return receipt requested or has
19 equivalent proof of timely delivery.

20

21 32. Objections to the Settlement:

- 22
- 23 a. Class Members who do not submit a timely Request for Exclusion shall be
24 permitted to object to the Settlement before final approval. To object, a
25 Class Member must submit a timely written objection to the Administrator.
- 26
- 27 b. Any written objections shall state each specific objection and any legal and
28 factual support for each objection. The objection must also state the Class

1 Member's full name and address. To be valid and effective, any objections
2 to approval of the Settlement must be submitted to the Administrator no
3 later than forty-five (45) days after the Administrator mails the Notices of
4 Settlement to the Settlement Class.

- 5
6 c. If the Court rejects the Class Member's objection, the Class Member will be
7 bound by the terms of this Agreement, including the release.

8
9 33. Handling of Disputes: Class Member disputes may arise from information
10 including but not limited to the following: (1) job positions held during the
11 relevant time period; (2) the time periods in which various job positions were held;
12 and (3) the number of Covered Pay Periods.

- 13
14 a. If a Class Member disputes the accuracy of UNIFY's records or UNIFY
15 contends a claim is invalid, counsel for the Parties will make a good-faith
16 effort to resolve the disagreement. If the dispute is not thereby resolved, it
17 will be referred to the Administrator, who will talk to such persons and
18 representatives from UNIFY telephonically and issue a non-appealable,
19 final decision as to the total amount due, if any, to the Class Member.

- 20
21 b. The submission of any dispute to the Administrator must be made within
22 forty-five (45) days after the Notices of Settlement are sent to the Class
23 Members.

RELEASE OF CLAIMS BY THE SETTLEMENT CLASS

34. Release of Claims:

- a. Upon the Settlement Date, and except as to such rights or claims as may be created by this Agreement, Plaintiff and each Participating Class Member (the “**Releasing Parties**”) fully release and discharge UNIFY, its present, former, and future parents, its subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective past and present members, shareholders, directors, officers, employees, agents, servants, registered representatives, insurers and attorneys (collectively hereafter, the “**Released Parties**”) from any and all claims, debts, liabilities, demands, obligations, guarantees, actions, or causes of action of whatever kind or nature, whether known or unknown, from July 17, 2019, through January 7, 2022, that were or could reasonably have been alleged in the PAGA Notice, the PAGA Complaint, and/or the First Amended Complaint based on the facts alleged (hereinafter, the “**Released Claims**”), including those arising out of or related to all claims based on failure to pay overtime and double-time wages, failure to pay meal period and/or rest period premium compensation, failure to provide the underlying meal and rest periods, waiting time penalties for failure to pay all wages due upon termination of employment, failure to pay wages timely during employment, failure to provide compliant wage statements, and violation of California Business & Professions Code Section 17200 *et seq.*, including all related claims of any kind for premium pay, liquidated damages, statutory penalties, civil penalties, restitution, interest, injunctive relief, punitive damages, other damages, costs, expenses, and attorneys’ fees arising from the alleged violation of any provision of common law or statutory law which were or

1 could have been raised as part of Plaintiff's claims, including but not limited
2 to claims under California Labor Code Sections 201, 202, 203, 204, 210,
3 226, 226.3, 226.7, 256, 450, 510, 512, 516, 558, 1174, 1174.5, 1182.12,
4 1194, 1197, 1197.1, 1198, 2698, *et seq.*, and 2802, all provisions of the
5 California Industrial Welfare Commission Wage Orders that provide the
6 same or similar protection(s) (including but not limited to those sections of
7 the Wage Orders pertaining to the provision of suitable seating), and Section
8 17200 *et seq.* of the California Business and Professions Code.

9
10 b. **PAGA Release.** Upon the Settlement Date, and except as to such rights or
11 claims as may be created by this Agreement, Plaintiff and each PAGA
12 Settlement Group Member expressly waive, relinquish, and release any and
13 all rights, demands, and claims for any and all PAGA remedies reasonably
14 arising from or related to any of the underlying claims that were or could
15 have been brought in this Action based on the facts alleged, including any
16 right, claim, or demand for civil penalties for alleged violations of the
17 California Labor Code from July 17, 2019, through January 7, 2022, that
18 were asserted in the PAGA Notice, the PAGA Complaint, and/or the First
19 Amended Complaint. Plaintiff and PAGA Settlement Group Members will
20 be bound by this PAGA Release even if they, or any of them, request to be
21 excluded from the Settlement in accordance with Paragraph 31, above.

22
23 c. In order to achieve a full and complete release of the Released Parties,
24 Plaintiff and each Participating Class Member acknowledges that the release
25 in Paragraph 34.a immediately above is also intended to include in its effect
26 all such Released Claims whether or not Plaintiff and each Participating
27 Class Member knows or suspects them to exist. With respect to the
28 Released Claims, Plaintiff and Participating Class Members may hereafter

1 discover facts or legal arguments in addition to or different from those they
2 now know or currently believe to be true with respect to the claims and
3 causes of action in this case which are the subject matter of the Released
4 Claims. Regardless, the discovery of new facts or legal arguments shall in
5 no way limit the scope or definition of the Released Claims and, by virtue of
6 this Agreement, Plaintiff and Participating Class Members shall be deemed
7 to have, and by operation of the final judgment approved by the Court shall
8 have, fully, finally, and forever settled and released all of the Released
9 Claims as defined above.

10
11 35. Subsequent Actions: Upon the Payment Date, this Agreement shall be binding on,
12 and have *res judicata* and preclusive effect in, the Action and any and all other
13 pending and future lawsuits or other proceedings encompassed by the Release
14 above, maintained by or on behalf of Plaintiff or any Participating Class Member
15 or PAGA Settlement Group Member. The Parties agree that the Release may be
16 raised as a complete defense to and will preclude any action or proceeding based
17 on any of the Released Claims or brought as a representative action under the
18 PAGA based on any alleged violations of the Labor Code during the PAGA Period.

19
20 **DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL**

21
22 36. The Parties shall promptly submit this Agreement to the Los Angeles County
23 Superior Court in support of the motion for preliminary approval and determination
24 by the Court as to its fairness, adequacy, and reasonableness. The Parties shall also
25 apply to the Court for the entry of a preliminary approval order substantially in the
26 form attached hereto as **Exhibit "D."** Class Counsel shall submit the preliminary
27 approval papers to UNIFY's counsel for their review no less than five (5) days
28 prior to the filing of such papers with the Court.

DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

37. In advance of the final approval hearing of the Settlement provided for in this Agreement, the Parties will jointly submit a proposed final judgment. Class Counsel shall submit the final approval papers to UNIFY's counsel for their review no less than five (5) days prior to the filing of such papers with the Court.

VOIDING THE AGREEMENT

38. If the Court disapproves of or refuses to enforce any of the material conditions set forth in this Settlement, this Settlement shall, at the option of UNIFY, be void, and of no further force and effect and shall not be used or admissible in any subsequent proceeding. UNIFY may exercise its option to void this Settlement as provided in this paragraph by giving notice, in writing, to Class Counsel and to the Court within two (2) weeks of the entry of the Court's order disapproving or refusing to enforce any of the material conditions of the Settlement.
39. UNIFY shall have the right, in its sole discretion, to rescind this Agreement if more than five percent (5%) of Class Members "opt-out" of the Settlement Class by submitting a valid and timely Request for Exclusion. UNIFY may exercise its option to void this Settlement as provided in this paragraph by giving notice, in writing, to Class Counsel and to the Court at any time prior to final approval of the Settlement by the Court, but not later than two (2) weeks after receiving notice that the number of "opt-outs" exceeds five percent (5%). If the right to void is exercised in accordance with the terms of this paragraph, all portions of the Settlement shall be null and void and any order or judgment entered by the Court in furtherance of this Agreement shall not apply, except however that UNIFY will be

1 responsible for paying all costs of settlement administration incurred up to the date
2 on which UNIFY voids the Settlement.

3
4 40. If the conditions of the Settlement set forth herein are not satisfied, or if UNIFY
5 voids the Settlement under Paragraphs 38 and 39 above, or if the Payment Date
6 does not occur, or, if one or more of the material terms of the Agreement is not
7 approved or is materially modified or reversed, then this Agreement shall be
8 cancelled, terminated, and shall have no force or effect, unless the Parties agree
9 otherwise. If the Settlement is not finally approved, or if this Settlement is
10 terminated, revoked, or cancelled pursuant to its terms, the Parties to this
11 Settlement shall be deemed to have reverted to their respective status as of the date
12 and time immediately prior to the execution of this Agreement.

13
14 **PARTIES' AUTHORITY**

15
16 41. The signatories hereby represent that they are fully authorized to enter into this
17 Agreement and bind the Parties hereto to the terms and conditions hereof.

18
19 **MUTUAL FULL COOPERATION**

20
21 42. The Parties shall fully cooperate with each other to accomplish the terms of this
22 Agreement, including execution of such documents and to take such other action as
23 may reasonably be necessary to implement the terms of this Agreement and to
24 secure the Court's final approval of this Agreement.

25
26 **NO PRIOR ASSIGNMENTS**

27
28 43. Plaintiff hereto represents, covenants, and warrants that she has not directly or

1 indirectly assigned to, transferred to, encumbered, or purported to assign to,
2 transfer to, or encumber any person or entity any portion of any liability, claim,
3 demand, action, cause of action, or right herein released and discharged except as
4 set forth herein.

5 6 **NO ADMISSION**

7
8 44. Nothing contained herein, including the consummation of this Agreement, is to be
9 construed or deemed an admission of liability, culpability, negligence, or
10 wrongdoing on the part of UNIFY. Each of the Parties hereto has entered into this
11 Agreement with the intention to avoid further disputes and litigation settled herein
12 with the attendant inconvenience, expenses, and uncertainties. This Agreement is a
13 settlement document and shall, pursuant to Federal Rule of Evidence 408 and
14 California Evidence Code Section 1152, be inadmissible in evidence in any
15 proceeding, except an action or proceeding to approve, interpret, or enforce this
16 Agreement.

17 18 **TAXES**

19
20 45. Neither Class Counsel nor counsel for UNIFY intend anything contained herein to
21 constitute legal advice regarding the taxability of any amount paid hereunder, nor
22 shall it be relied upon as such. The tax issues for each Class Member may be
23 unique, and each Class Member is advised to obtain tax advice from his or her own
24 tax advisor with respect to any payments resulting from this Agreement.

25
26 46. It shall be the responsibility of the Administrator or its designee to timely and
27 properly withhold from individual Settlement Shares payable to Participating Class
28 Members all applicable federal, state, and local income and employment taxes and

1 to prepare and deliver the necessary tax documentation for signature by all
2 necessary Parties and, thereafter, to cause the appropriate deposits of withholding
3 taxes and informational and other tax return filing to occur. It shall be the
4 responsibility of the Administrator to pursue tax refunds on any uncashed checks,
5 and to remit such payments accordingly. Payments to PAGA Settlement Group
6 Members, Participating Class Members, and to Class Counsel pursuant to this
7 Agreement shall be reported on IRS Forms W-2 or 1099 and provided by the
8 Administrator to the respective PAGA Settlement Group Members, Class
9 Members, Class Counsel, and all applicable governmental authorities as required
10 by law.

11 NOTICES

- 12
- 13
- 14 47. Unless otherwise specifically provided herein, all notices, demands, or other
15 communications given hereunder shall be in writing and shall be deemed to have
16 been duly given as of the third business day after mailing by United States certified
17 mail with return receipt requested, addressed as follows:
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

To Plaintiff, the Settlement Class, and
PAGA Settlement Group Members:

To UNIFY:

Robert Drexler, Esq.
Molly DeSario, Esq.
Jonathan Lee, Esq.
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067

Glenn L. Briggs, Esq.
Stanley G. Stringfellow II, Esq.
Kading Briggs LLP
100 Spectrum Center Drive, Suite 800
Irvine, California 92618

CONSTRUCTION

48. The terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties and this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or her or its counsel participated in its drafting.

CAPTIONS AND INTERPRETATIONS

49. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

MODIFICATION

50. This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

51. This Agreement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

52. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective spouses, heirs, trustees, and executors, administrators, successors, and assigns, including UNIFY and the Released Parties.

CLASS MEMBER SIGNATORIES

53. Because the members of the class are so numerous, it is impossible or impractical to have each member of the Settlement Class execute this Agreement. The Notice of Settlement, Exhibit "C" hereto, and other forms of notice described herein will advise all Class Members of the binding nature of the release and such shall have the same force and effect, to the extent permitted by law, as if this Agreement were executed by each Class Member.

CORPORATE SIGNATORIES

54. Any person executing this Agreement or any such related document on behalf of a corporate signatory hereby warrants and promises for the benefit of all Parties

1 hereto that such person has been duly authorized by such corporation to execute
2 this Agreement or any such related document.

3 4 **COUNTERPARTS**

5
6 55. This Agreement may be executed in counterparts, and when each Party has signed
7 and delivered at least one such counterpart, each counterpart shall be deemed an
8 original, and, when taken together with other signed counterparts, shall constitute
9 one Agreement, which shall be binding upon and effective as to all Parties as set
10 forth herein. Copies and facsimile transmissions, including DocuSign, of
11 signatures shall be considered the same as an original signature.

12 13 **PUBLIC COMMENT**

14
15 56. Neither Plaintiff nor Class Counsel will, unless required by law, issue any press
16 releases or have any communications to the press concerning this litigation, the
17 terms of this Agreement, and/or the business practices of UNIFY. Plaintiff may
18 only respond to inquiries about this lawsuit or the Agreement from Class Members.
19 Otherwise, Plaintiff shall not discuss this litigation or this Agreement except to say
20 that the matter has been resolved. Class Counsel shall not include in any mass
21 mailing, website, or other public communication (excepting court filings) a
22 reference to this litigation, this Agreement, or the business practices of UNIFY;
23 except that this provision shall not apply to or otherwise limit communications with
24 Class Members. Nothing in this provision shall affect the ability of Class Counsel
25 or the Administrator to carry out their duties consistent with and as required by any
26 other provision herein.

Nothing contained in this section shall limit or restrict Class Counsel's ability to file a declaration with any Court that identifies this case by name and case number and provides any information about this case and the Settlement in such declaration reasonably necessary to the filing with such court.

DATED: July 14, 2022

CAPSTONE LAW APC

By: *m. desario*
Molly DeSario, Esq.
Attorneys for Plaintiff

DATED: 7/8/2022, 2022

NATASHA AMARAL

By: *Natasha Amaral*
EC9C81887ED147C... al, Class Representative

DATED: _____, 2022

UNIFY FINANCIAL CREDIT UNION

By: _____
Its: _____

DATED: _____, 2022

KADING BRIGGS LLP

By: _____
Glenn L. Briggs
Attorneys for Defendant

1 Nothing contained in this section shall limit or restrict Class Counsel's ability to
2 file a declaration with any Court that identifies this case by name and case number
3 and provides any information about this case and the Settlement in such declaration
4 reasonably necessary to the filing with such court.
5
6
7

8 DATED: _____, 2022 CAPSTONE LAW APC

9
10 By: _____
Molly DeSario, Esq.
Attorneys for Plaintiff

11
12 DATED: _____, 2022 NATASHA AMARAL

13
14 By: _____
Natasha Amaral, Class Representative

15
16 DATED: July 11, 2022 UNIFY FINANCIAL CREDIT UNION

17
18 By: [Signature]
19 Its: CEO

20 DATED: July 15, 2022 KADING BRIGGS LLP

21
22 By: [Signature]
Glenn L. Briggs
Attorneys for Defendant
23
24
25
26
27
28

EXHIBIT “A.1”

EXHIBIT “A.1”

Robert J. Drexler, Jr. (SBN 119119)
Robert.Drexler@capstonelawyers.com
Molly Ann DeSario (SBN 230763)
Molly.DeSario@capstonelawyers.com
Jonathan Lee (SBN 267146)
Jonathan.Lee @capstonelawyers.com
CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Natasha Amaral

GLENN L. BRIGGS (SBN 174497)
Email: gbriggs@kadingbriggs.com
STANLEY G. STRINGFELLOW II (SBN 259047)
Email: sgs@kadingbriggs.com
KADING BRIGGS LLP
100 Spectrum Center Drive, Suite 800
Irvine, California 92618
Telephone: (949) 450-8040
Facsimile: (949) 450-8033

Attorneys for Defendant
UNIFY FINANCIAL CREDIT UNION

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BRITTNEY SANDOVAL, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"),

Plaintiff,

vs.

ABACUS DATA SYSTEMS, INC. d/b/a
ABACUSNEXT, a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 20STCV36466

**JOINT STIPULATION RE FILING OF FIRST
AMENDED COMPLAINT FOR
SETTLEMENT PURPOSES; [PROPOSED]
ORDER GRANTING PLAINTIFF LEAVE TO
FILE A FIRST AMENDED COMPLAINT**

1 **JOINT STIPULATION AND ORDER TO FILE FIRST AMENDED COMPLAINT**

2 Plaintiff Natasha Amaral (“Plaintiff”) and Defendant UNIFY Financial Credit Union
3 (“Defendant”) (collectively, the “Parties”), by and through their respective counsel of record, hereby
4 stipulate and agree as follows:

5 **WHEREAS**, on September 24, 2020, Ms. Amaral brought this action against Defendant for
6 Labor Code violations.

7 **WHEREAS**, on November 16, 2021, the Parties participated in a full-day mediation with
8 Jeffrey Ross, Esq., a highly regarded wage-and-hour mediator. With Mr. Ross’ guidance, the Parties
9 negotiated a complete settlement of Plaintiff’s claims.

10 **WHEREAS**, as a condition of settlement, the Parties stipulate to the filing of a First Amended
11 Complaint (“FAC”) (a true and correct copy of which is attached hereto as Exhibit “A”) to conform the
12 pleadings with the scope of the settlement and the claims to be released. The Parties stipulate to file a
13 FAC solely for the purposes of obtaining approval of the settlement, and if the settlement should, for
14 whatever reason, not become final, the FAC shall become null and void and the Parties shall be returned
15 to their respective original positions.

16 **WHEREAS**, the Parties stipulate that the FAC shall not affect the Parties’ respective legal
17 arguments or defenses.

18 **IT IS HEREBY STIPULATED** by the Parties, through their counsel of record, as follows:

- 19 1. Subject to Court approval, Plaintiff shall file the attached FAC.
20 2. Defendant shall not be required to file an answer or other responsive pleading to the
21 FAC.
22 3. Defendant does not impliedly or expressly waive any arguments or defenses to the FAC.
23 4. The filing of the FAC is solely for the purpose of obtaining approval of the settlement,
24 and if the settlement should, for whatever reason, not become final, the FAC shall become null and void
25 and the Parties shall be returned to their respective original positions.
26
27
28

Dated: July 7, 2022

By: _____
Robert J. Drexler, Jr.
Attorneys for Plaintiff Natasha Amaral

KADING BRIGGS LLP

By: _____
Stanley G. Stringfellow II

Attorneys for Defendant UNIFY Financial Credit
Union

Based on the Parties' stipulation, and **GOOD CAUSE** having been shown, **IT IS HEREBY ORDERED** that: (1) Plaintiff is given leave to file the First Amended Complaint; (2) Defendant shall not be required to file a responsive pleading to the First Amended Complaint, and Defendant does not impliedly or expressly waive any arguments or defenses to the First Amended Complaint; (3) if the Parties' settlement should, for whatever reason, not become final, the First Amended Complaint shall become null and void and the Parties shall be returned to their respective original positions.

Dated:

Hon. Gary Y. Tanaka
Los Angeles County Superior Court Judge

EXHIBIT “A.2”

EXHIBIT “A.2”

Robert Drexler (SBN 119119)
Robert.Drexler@CapstoneLawyers.com
Molly DeSario (SBN 230763)
Molly.DeSario@CapstoneLawyers.com
Jonathan Lee (SBN 267146)
Jonathan.Lee@CapstoneLawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Natasha Amaral

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

NATASHA AMARAL, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the
State of California and other aggrieved
employees,

Plaintiff,

vs.

UNIFY FINANCIAL CREDIT UNION, a
federally chartered credit union; and DOES
1 through 10, inclusive,

Defendants.

Case No.: 20STCV36466

**FIRST AMENDED CLASS ACTION
COMPLAINT & PAGA ENFORCEMENT
ACTION**

- (1) Claim for Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*
- (2) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Pay Meal Period Premiums);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Pay Rest Period Premiums);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (8) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Natasha Amaral, individually and on behalf of all other members of the public
2 similarly situated and as an aggrieved employee and on behalf of the State of California and
3 all other aggrieved employees, alleges as follows:

4 JURISDICTION AND VENUE

5 1. 1. This class action is brought pursuant to California Code of Civil
6 Procedure section 382 and the Labor Code Private Attorneys General Act of 2004, California
7 Labor Code sections 2698 *et seq.* (“PAGA”) to recover civil penalties and any other available
8 relief on behalf of Plaintiff, the State of California, and other current and former employees
9 who worked for Defendants in California as a non-exempt, hourly paid employee and received
10 at least one wage statement and against whom one or more violations of any provision in
11 Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating hours and days of
12 work in the applicable Industrial Welfare Commission (“IWC”) Wage Order were committed,
13 as set forth in this complaint, at any time between one year prior to the filing of the pre-filing
14 written notice to the Labor and Workforce Development Agency (“LWDA”) in this case on
15 July 17, 2020, until judgment (“non-party Aggrieved Employees”). Plaintiff’s share of civil
16 penalties sought in this action does not exceed \$75,000.

17 2. This Court has jurisdiction over this action pursuant to the California
18 Constitution, Article VI, section 10. The statute under which this action is brought does not
19 specify any other basis for jurisdiction.

20 3. This Court has jurisdiction over all Defendants because, on information and
21 belief, Defendants are either citizens of California, have sufficient minimum contacts in
22 California, or otherwise intentionally avail themselves of the California market so as to render
23 the exercise of jurisdiction over them by the California courts consistent with traditional
24 notions of fair play and substantial justice.

25 4. Venue is proper in this Court because Defendants have designated a principal
26 place of business in Torrance, County of Los Angeles. Cal. Code Civ. P. § 395.5. Further,
27 venue is proper in this Court, because Defendants employ and have employed aggrieved
28 employees in this county, and thus a substantial portion of the transactions, occurrences,

1 and/or violations related to this action occurred in this county.

2 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private
3 Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private
4 attorneys general their current or former employers for various civil penalties for violations of
5 various provisions in the California Labor Code.

6 THE PARTIES

7 6. Plaintiff Natasha Amaral is a resident of Irvine, in Orange County, California.
8 Defendants employed Plaintiff as an hourly paid, non-exempt Branch Supervisor from
9 approximately May 20, 2019 to January 30, 2020. Plaintiff worked for Defendants based out
10 of their branch location in Irvine, California. Plaintiff typically worked eight (8) hours or
11 more per day, five (5) to six (6) days per week, from 8:00 a.m. to 5:30 p.m. or later. Plaintiff
12 was compensated approximately \$27.88 per hour. Her job duties included, without limitation,
13 providing customer service; opening new accounts for customers; preparing reports on
14 overdrafts and loan accounts; loading cash into the ATMs at the front of the store; and
15 managing the vault by counting money daily and ordering replenishment for vault funds as
16 needed.

17 7. On information and belief, Defendants required some employees, including
18 Plaintiff, to execute a dispute resolution policy and/or arbitration agreement at the time of
19 their hire or during their employment. On further information and belief, Defendants’ dispute
20 resolution policy and/or arbitration agreement was and is both procedurally and substantively
21 unconscionable. Specifically, Defendants presented new hires with an “Arbitration –
22 Agreement to Mutual Mandatory Arbitration of Disputes” (“Arbitration Agreement”) during
23 the onboarding process, which had to be reviewed and signed immediately. In fact, upon
24 information and belief, this Arbitration Agreement was one of several documents presented to
25 new employees for signature during the orientation process, including the Team Member
26 Handbook Acknowledgement and Information Security Policy, among other documents.
27 Also, employees did not have a meaningful opportunity to negotiate the terms of the
28 Arbitration Agreement. Rather, it was provided to Defendants’ employees for them to sign on

1 a take-it or leave-it basis at the time they were hired, along with all of the other on-boarding
2 documents. Further, Defendants did not set forth in the agreement or otherwise provide
3 employees with the rules which will govern the arbitration, instead forcing employees to seek
4 this information out on their own.

5 8. UNIFY FINANCIAL CREDIT UNION was and is, upon information and
6 belief, a federally chartered credit union, and at all times hereinafter mentioned, an employer
7 whose employees are engaged throughout this county and the State of California.

8 9. Plaintiff is unaware of the true names or capacities of the Defendants sued
9 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
10 amend the complaint and serve such fictitiously named Defendants once their names and
11 capacities become known.

12 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
13 were the partners, agents, owners, or managers of UNIFY FINANCIAL CREDIT UNION at
14 all relevant times.

15 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the
16 acts and omissions alleged herein was performed by, or is attributable to, UNIFY
17 FINANCIAL CREDIT UNION; and/or DOES 1 through 10 (collectively, "Defendants" or
18 "UNIFY"), each acting as the agent, employee, alter ego, and/or joint venturer of, or working
19 in concert with, each of the other co-Defendants and was acting within the course and scope of
20 such agency, employment, joint venture, or concerted activity with legal authority to act on
21 the others' behalf. The acts of any and all Defendants were in accordance with, and represent,
22 the official policy of Defendants.

23 12. At all relevant times, Defendants, and each of them, ratified each and every act
24 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
25 and abetted the acts and omissions of each and all the other Defendants in proximately causing
26 the damages herein alleged.

27 13. Plaintiff is informed and believes, and thereon alleges, that each of said
28 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,

1 omissions, occurrences, and transactions alleged herein.

2 **PAGA REPRESENTATIVE ALLEGATIONS**

3 14. Defendants provide retail banking services to customers throughout the United
4 States, including California. Upon information and belief, Defendants maintain a single,
5 centralized Human Resources (“HR”) department at their corporate headquarters in Torrance,
6 California, which is responsible for the recruiting and hiring of new employees, and
7 communicating and implementing Defendants’ company-wide policies, including timekeeping
8 policies and meal and rest period policies, to employees throughout California.

9 15. In particular, Plaintiff and other non-party Aggrieved Employees, on
10 information and belief, received the same standardized documents and/or written policies.
11 Upon information and belief, the usage of standardized documents and/or written policies,
12 including new-hire documents, indicate that Defendants dictated policies at the corporate level
13 and implemented them company-wide, regardless of their employees’ assigned locations or
14 positions. Upon information and belief, Defendants set forth uniform policies and procedures
15 in several documents provided at an employee’s time of hire.

16 16. Upon information and belief, Defendants maintain a centralized Payroll
17 department at their corporate headquarters in Torrance, California, which processes payroll for
18 all non-exempt, hourly paid employees working for Defendants at their various locations and
19 jobsites in California, including Plaintiff and other non-party Aggrieved Employees. Based
20 upon information and belief, Defendants issue the same formatted wage statements to all non-
21 exempt, hourly paid employees in California, irrespective of their work locations. Upon
22 information and belief, Defendants process payroll for departing employees in the same
23 manner throughout the State of California, regardless of the manner in which each employee’s
24 employment ends.

25 17. Defendants continue to employ non-exempt or hourly paid employees in
26 California.

27 18. Plaintiff is informed and believes, and thereon alleges, that at all times herein
28 mentioned, Defendants were advised by skilled lawyers and other professionals, employees

1 and advisors knowledgeable about California labor and wage law, employment and personnel
2 practices, and about the requirements of California law.

3 19. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
4 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
5 were not recorded.

6 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
8 receive certain wages for overtime compensation and that they were not receiving certain
9 wages for overtime compensation.

10 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
12 be paid at a regular rate of pay, and corresponding overtime rates of pay, that included as
13 eligible income all income derived from incentive pay, nondiscretionary bonuses, and/or other
14 forms of compensation.

15 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
17 receive at least minimum wages for compensation and that they were not receiving at least
18 minimum wages for work that was required to be done off-the-clock. In violation of the
19 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
20 least minimum wages for work done off-the-clock.

21 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
23 meal periods in accordance with the Labor Code or payment of one (1) additional hour of pay
24 at their regular rates of pay when they were not provided with timely, uninterrupted, thirty
25 (30) minute meal periods and that Plaintiff and other non-party Aggrieved Employees were
26 not provided with all meal periods or payment of one (1) additional hour of pay at their
27 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
28 period.

1 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
3 rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment
4 of one (1) additional hour of pay at their regular rates of pay when they were not authorized
5 and permitted to take a compliant rest period. In violation of the California Labor Code,
6 Plaintiff and other non-party Aggrieved Employees were not authorized and permitted to take
7 compliant rest periods, nor did Defendants provide Plaintiff and other non-party Aggrieved
8 Employees with payment of one (1) additional hour of pay at their regular rates of pay when
9 they were not authorized and permitted to take a compliant rest period.

10 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
12 receive complete and accurate wage statements in accordance with California law. In
13 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
14 were not provided complete and accurate wage statements.

15 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that they had a duty to maintain accurate and complete payroll records in
17 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
18 and intentionally failed to do so.

19 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
21 timely payment of all wages earned upon termination of employment. In violation of the
22 California Labor Code, Plaintiff other non-party Aggrieved Employees did not receive
23 payment of all wages due, including, but not limited to, overtime wages, minimum wages, and
24 meal and rest period premiums, within permissible time periods.

25 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
27 timely payment of wages during their employment. In violation of the California Labor Code,
28 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,

1 including, but not limited to, overtime wages, minimum wages, and meal and rest period
2 premiums, within permissible time periods.

3 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that they were not permitted to compel or coerce Plaintiff and other non-
5 party Aggrieved Employees to patronize their business in the purchase of anything of value,
6 but did in fact require other non-party Aggrieved Employees to purchase various items,
7 including uniforms, from Defendants.

8 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
10 suitable seating (including seating that was in good repair and properly functioned) and/or
11 were entitled to sit when it did not interfere with the performance of their duties and also have
12 seats nearby to use during a lull in tasks that do require moving about or standing.

13 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
15 receive reimbursement for all business-related expenses and costs they incurred during the
16 course and scope of their employment (such as reimbursement for uniforms, laundering costs,
17 mileage for work-related driving, and personal cell phones and cell phone data) and that they
18 did not receive reimbursement of applicable business-related expenses and costs incurred.

19 32. Plaintiff is informed and believes, and thereon alleges, that at all times herein
20 mentioned, Defendants knew or should have known that they had a duty to compensate
21 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
22 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
23 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
24 that they were properly denied wages, all in order to increase Defendants' profits.

25 33. At all times herein set forth, PAGA provides that any provision of law under
26 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
27 assessed and collected by the LWDA for violations of the California Labor Code and
28 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a

1 civil action brought on behalf of themselves and other current or former employees pursuant
2 to procedures outlined in California Labor Code section 2699.3.

3 34. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as “any
4 person who was employed by the alleged violator and against whom one or more of the
5 alleged violations was committed.”

6 35. Plaintiff and other current and former employees of Defendants are “aggrieved
7 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current
8 or former employees and one or more of the alleged violations were committed against them.

9 36. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
10 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
11 following requirements have been met:

- 12 (a) The aggrieved employee shall give written notice by online filing
13 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail
14 to the employer of the specific provisions of the California Labor Code
15 alleged to have been violated, including the facts and theories to support
16 the alleged violations.
- 17 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
18 2699.3(a) and any employer response to that notice shall be
19 accompanied by a filing fee of seventy-five dollars (\$75).
- 20 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
21 employer and the aggrieved employee by certified mail that it does not
22 intend to investigate the alleged violation within sixty (60) calendar
23 days of the postmark date of the Employee’s Notice. Upon receipt of
24 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
25 five (65) calendar days of the postmark date of the Employee’s Notice,
26 the aggrieved employee may commence a civil action pursuant to
27 California Labor Code section 2699 to recover civil penalties in addition
28 to any other penalties to which the employee may be entitled.

1 37. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
2 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
3 provision other than those listed in Section 2699.5 after the following requirements have been
4 met:

5 (a) The aggrieved employee or representative shall give written notice by
6 online filing to the LWDA and by certified mail to the employer of the
7 specific provisions of the California Labor Code alleged to have been
8 violated (other than those listed in Section 2699.5), including the facts
9 and theories to support the alleged violation.

10 (b) An aggrieved employee's notice filed with the LWDA pursuant to
11 2699.3(c) and any employer response to that notice shall be
12 accompanied by a filing fee of seventy-five dollars (\$75).

13 (c) The employer may cure the alleged violation within thirty-three (33)
14 calendar days of the postmark date of the notice. The employer shall
15 give written notice by certified mail within that period of time to the
16 aggrieved employee or representative and the agency if the alleged
17 violation is cured, including a description of actions taken, and no civil
18 action pursuant to Section 2699 may commence. If the alleged violation
19 is not cured within the 33-day period, the employee may commence a
20 civil action pursuant to Section 2699.

21 38. On July 17, 2020, Plaintiff provided written notice by online filing to the
22 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
23 Code alleged to have been violated, including facts and theories to support the alleged
24 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
25 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
26 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
27 Plaintiff PAGA Case Number LWDA-CM-797417-20. A true and correct copy of Plaintiff's
28 written notice to the LWDA and Defendants dated July 17, 2020, is attached hereto as

1 “Exhibit 1.”

2 39. As of the filing date of this complaint, over 65 days have passed since Plaintiff
3 sent the LWDA Notice described above, and the LWDA has not responded that it intends to
4 investigate Plaintiff’s claims, and Defendants have not cured the violations.

5 40. Thus, Plaintiff has satisfied the administrative prerequisites under California
6 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
7 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 450, 510, 512,
8 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

9 41. Labor Code section 558(a) provides “[a]ny employer or other person acting on
10 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
11 provision regulating hours and days of work in any order of the Industrial Welfare
12 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
13 dollars (\$50) for each underpaid employee for each pay period for which the employee was
14 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
15 underpaid employee for each pay period for which the employee was underpaid” Labor
16 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
17 to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest
18 as a private attorney general, seeks assessment and collection of civil penalties under Labor
19 Code section 558 for herself, all other non-party Aggrieved Employees, and the State of
20 California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198,
21 and the applicable IWC wage order. Plaintiff, acting in the public interest as a private
22 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
23 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the
24 applicable IWC wage order.

25 42. Defendants, at all times relevant to this complaint, were employers or persons
26 acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved
27 Employees’ rights by violating various sections of the California Labor Code as set forth
28 above.

43. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

44. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and sections 226.3, 210, 256, 558, and 1174.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 450, 510, 512, 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

CLASS ACTION ALLEGATIONS

45. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

46. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

47. Plaintiff's proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California at any time from July 17, 2019 until the date of class certification.

48. Members of the Class are referred to herein as "class members."

49. Plaintiff reserves the right to redefine the Class and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

50. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

- (a) Whether Defendants failed to properly calculate the "regular rate" of pay on which Plaintiff's and class members' overtime rate of pay was based, resulting in a failure to pay all overtime wages owed;
- (b) Whether Defendants failed to properly calculate the "regular rate" of pay on which Plaintiff's and class members' meal period premiums

were based, resulting in a failure to pay all meal period premium wages owed;

(c) Whether Defendants failed to properly calculate the “regular rate” of pay on which Plaintiff’s and class members’ rest period premiums were based, resulting in a failure to pay all rest period premium wages owed;

(d) Whether Defendants failed to properly calculate the “regular rate” of pay, resulting in a failure to provide accurate wage statements as required by California Labor Code section 226(a);

(e) Whether Defendants failed to properly calculate the “regular rate” of pay, resulting in a failure to maintain accurate payroll records as required by California Labor Code section 1174(d);

(f) Whether Defendants failed to properly calculate the “regular rate” of pay, resulting in a failure to pay all earned overtime wages, meal period premium wages, and/or rest period premium wages due to Plaintiff and class members upon their discharge;

(g) Whether Defendants failed to properly calculate the “regular rate” of pay, constituting unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and

(h) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants’ violations of California law.

51. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

(a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.

- 1 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately
2 protect the interests of each class member with whom she has a well-
3 defined community of interest, and Plaintiff's claims (or defenses, if
4 any) are typical of all class members as demonstrated herein.
- 5 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
6 protect the interests of each class member with whom she has a well-
7 defined community of interest and typicality of claims, as demonstrated
8 herein. Plaintiff acknowledges that she has an obligation to make
9 known to the Court any relationship, conflicts, or differences with any
10 class member. Plaintiff's attorneys, the proposed class counsel, are
11 versed in the rules governing class action discovery, certification, and
12 settlement. Plaintiff has incurred, and throughout the duration of this
13 action, will continue to incur costs and attorneys' fees that have been,
14 are, and will be necessarily expended for the prosecution of this action
15 for the substantial benefit of each class member.
- 16 (d) Superiority: The nature of this action makes the use of class action
17 adjudication superior to other methods. A class action will achieve
18 economies of time, effort, and expense as compared with separate
19 lawsuits, and will avoid inconsistent outcomes because the same issues
20 can be adjudicated in the same manner and at the same time for the
21 entire class.
- 22 (e) Public Policy Considerations: Employers in the State of California
23 violate employment and labor laws every day. Current employees are
24 often afraid to assert their rights out of fear of direct or indirect
25 retaliation. Former employees are fearful of bringing actions because
26 they believe their former employers might damage their future
27 endeavors through negative references and/or other means. Class
28 actions provide the class members who are not named in the complaint

1 with a type of anonymity that allows for the vindication of their rights
2 while simultaneously protecting their privacy.

3 **FIRST CAUSE OF ACTION**

4 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

5 **(Against all Defendants)**

6 52. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
7 and every allegation set forth above.

8 53. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
9 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
10 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 226(a),
11 226.7, 450, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c)
12 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of
13 those Labor Code sections not found in section 2699.5, including sections 516 and 1182.12.

14 54. Defendants’ conduct, as alleged herein, violates numerous sections of the
15 California Labor Code, including, but not limited to, the following:

- 16 (a) Violation of Labor Code sections 510, 1198, and the applicable IWC
17 wage order for Defendants’ failure to compensate Plaintiff and other
18 non-party Aggrieved Employees with all required overtime pay and
19 failure to properly calculate the overtime rates paid to Plaintiff and other
20 non-party Aggrieved Employees, as set forth below;
- 21 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1198, and the
22 applicable IWC wage order for Defendants’ failure to compensate
23 Plaintiff and other non-party Aggrieved Employees with at least
24 minimum wages for all hours worked as set forth below;
- 25 (c) Violation of Labor Code sections 226.7, 512(a), 516, 1198, and the
26 applicable IWC wage order for Defendants’ failure to provide Plaintiff
27 and other non-party Aggrieved Employees with meal periods, as set
28 forth below;

- (d) Violation of Labor Code sections 226.7, 516, 1198, and the applicable IWC wage order for Defendants' failure to authorize and permit Plaintiff and other non-party Aggrieved Employees to take rest periods, as set forth below;
- (e) Violation of Labor Code sections 226(a), 1198, and the applicable IWC wage order for failure to provide accurate and complete wage statements to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (f) Violation of Labor Code sections 1174(d), 1198, and the applicable IWC wage order for failure to maintain payroll records as set forth below;
- (g) Violation of Labor Code section 204 for failure to pay all earned wages during employment as set forth below;
- (h) Violation of Labor Code sections 201, 202, and 203 for failure to pay all earned wages upon termination as set forth below;
- (i) Violation of California Labor Code section 450 for Defendants' compelling and/or coercing other non-party Aggrieved Employees to patronize Defendants' business, as set forth below;
- (j) Violation of Labor Code section 1198 for failing to provide suitable seating to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other non-party Aggrieved Employees for all business expenses necessarily incurred, as set forth below.

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

55. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code

1 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
2 be the . . . standard conditions of labor for employees. The employment of any employee . . .
3 under conditions of labor prohibited by the order is unlawful.”

4 56. California Labor Code section 1198 and the applicable IWC Wage Order
5 provide that it is unlawful to employ persons without compensating them at a rate of pay
6 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
7 number of hours worked by the person on a daily or weekly basis.

8 57. Specifically, the applicable IWC Wage Order provides that Defendants are and
9 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
10 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
11 one-half (1½) for all hours worked in excess of eight (8) hours in a day or more than forty (40)
12 hours in a workweek.

13 58. The applicable IWC Wage Order further provides that Defendants are and were
14 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
15 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
16 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
17 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

18 59. California Labor Code section 510 codifies the right to overtime compensation
19 at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8)
20 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
21 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
22 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
23 in a day on the seventh (7th) day of work.

24 60. First, during the relevant period, Defendants had, and continue to have, a
25 company-wide policy and/or practice of requiring Plaintiff and other non-party Aggrieved
26 Employees to complete work-related tasks while off-the-clock. For example, Plaintiff spent
27 approximately 15 minutes per day off-the-clock, prior to her shifts, responding to her
28 supervisors on her personal cellular phone, and approximately 30-60 minutes per week

1 meeting with supervisors about work assignments, after she had clocked out for the day.
2 Further, when Plaintiff and other non-party Aggrieved Employees drove to work at
3 Defendants' other branch locations to cover additional shifts, they were not compensated for
4 their travel time. For example, when Plaintiff was assigned to work at the Santa Ana branch
5 location approximately twice per month, she drove 10 miles (approximately 15 minutes) each
6 way, but was not paid for this travel time. Thus, Defendants failed to track the time spent
7 working before and after scheduled shifts, and Plaintiff and other non-party Aggrieved
8 Employees received no compensation for this time.

9 61. Second, Defendants had, and continue to have, a company-wide policy and/or
10 practice of understaffing their locations, while assigning heavy workloads and implementing
11 monthly sales quotas for loans booked at each branch, resulting in a failure to provide Plaintiff
12 and other non-party Aggrieved Employees with adequate meal period coverage. Further,
13 Defendants had a requirement that a managerial employee, such as a Branch Supervisor, be
14 present in the branch at all times and prohibited managers from leaving the bank premises
15 unless another manager was also on duty, resulting in a lack of meal period coverage for
16 managerial employees. At the same time, Defendants' practice and/or policy of understaffing
17 did not always allow for more than one manager to be on the schedule at all times. As a
18 result, Plaintiff and other non-party Aggrieved Employees were sometimes the only managers
19 on duty, but would have their meal periods interrupted or would work through them in order
20 to assist their coworkers, respond to questions from supervisors, and handle a heavy workload
21 of daily and weekly tasks to complete, including handling the teller line. As a result of this
22 lack of meal period coverage, Plaintiff and other non-party Aggrieved Employees were not
23 always provided uninterrupted 30-minute meal periods during shifts when they were entitled
24 to receive a meal period. For example, once per week, Plaintiff would miss her meal periods
25 entirely in order to complete the tasks and duties Defendants assigned to her and/or due to a
26 lack of coverage resulting from being the only managerial employee scheduled to work.
27 Additionally, her meal periods were frequently interrupted or cut short in order to respond to
28 supervisor's requests for help with customers. Thus, Plaintiff and other non-party Aggrieved

1 Employees missed or had meal periods interrupted in order to complete their assigned
2 workloads.

3 62. Further, on information and belief, because Defendants frowned upon
4 employees accruing meal period penalties, Defendants adjusted employee time records to
5 reflect compliant meal periods, regardless of whether they had received a compliant meal
6 period or not, in order to strictly limit meal penalties that Defendants would otherwise owe.
7 Thus, Plaintiff and other non-party Aggrieved Employees performed work during meal
8 periods for which they were not paid. Defendants did not pay Plaintiff and other non-party
9 Aggrieved Employees for the time they continued to perform tasks during meal periods.

10 63. Defendants knew or should have known that, as a result of these company-wide
11 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
12 their assigned duties during their meal periods, and were suffered or permitted to perform
13 work for which they were not paid. Defendants also knew, or should have known, that it did
14 not compensate Plaintiff and other non-party Aggrieved Employees applicable overtime rates
15 of pay for overtime hours that they worked.

16 64. Because Plaintiff and other non-party Aggrieved Employees worked shifts of
17 eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock
18 work qualified for overtime premium pay. Therefore, Plaintiff and other non-party Aggrieved
19 Employees were not paid overtime wages for all of the overtime hours they actually worked.

20 65. Furthermore, Defendants did not pay Plaintiff and other non-party Aggrieved
21 Employees the correct overtime rate for the recorded overtime hours that they generated. In
22 addition to an hourly wage, Defendants paid Plaintiff and other non-party Aggrieved
23 Employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration.
24 However, in violation of the California Labor Code, Defendants failed to incorporate all
25 compensation, including but not limited to, all incentive pay, nondiscretionary bonuses, and/or
26 other forms of remuneration, into the calculation of the regular rate of pay for purposes of
27 calculating the overtime wage rate. Therefore, during times when Plaintiff and other non-
28 party Aggrieved Employees worked overtime and received these other forms of pay,

1 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

2 66. Specifically, Defendants paid Plaintiff and other non-party Aggrieved
3 Employees nondiscretionary bonuses or incentive pay for reaching certain branch sales goals.
4 On information and belief, these nondiscretionary bonuses and/or incentive pay were listed on
5 Plaintiff's and other non-party Aggrieved Employees' wage statements as "Sales Incentive."
6 During pay periods that Plaintiff and other non-party Aggrieved Employees were paid
7 overtime wages, Defendants failed to incorporate the nondiscretionary bonus and/or incentive
8 pay into Plaintiff's and other non-party Aggrieved Employees' regular rate of pay and, as a
9 result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically,
10 Defendants paid Plaintiff and other non-party Aggrieved Employees 1.5 times their hourly
11 rate of pay instead of 1.5 times their regular rate of pay. For example, for the pay period
12 ending August 16, 2019, Plaintiff earned a Sales Incentive of \$250.00; for the pay period
13 ending October 11, 2019, a Sales Incentive of \$10.00; for the pay period ending November 22,
14 2019, a Sales Incentive of \$20.00; for the pay period ending December 20, 2019, a Sales
15 Incentive of \$40.00. During these pay periods, Plaintiff also earned overtime wages at an
16 incorrect rate. Defendants' failure to properly calculate the overtime rates of pay based on all
17 remuneration paid has resulted in an underpayment of overtime wages to Plaintiff and other
18 non-party Aggrieved Employees on a company-wide basis.

19 67. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
20 the balance of overtime compensation as required by California law, violates the provisions of
21 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
22 Employees are entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
23 2699(a), (f), and (g).

24 **FAILURE TO PAY MINIMUM WAGES**

25 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

26 68. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
27 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
28 to be paid to employees, and the payment of a wage less than the minimum so fixed is

1 unlawful. Compensable work time is defined by the applicable wage order as “the time
2 during which an employee is subject to the control of an employer, and includes all the time
3 the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code.
4 Regs. tit. 8, § 11040(2)(K) (defining “Hours Worked”).

5 69. As set forth above, Plaintiff and other non-party Aggrieved Employees were
6 forced to work off-the-clock performing tasks before and after their scheduled shifts, such as
7 responding to communications from supervisors on their personal cellular phones and driving
8 to Defendants’ other branch locations to cover shifts, but were not provided a means by
9 Defendants to account for this time. Additionally, as a result of Defendants’ policy and/or
10 practice of understaffing while assigning heavy workloads and stringent sales quotas, and
11 resultant lack of meal period coverage, Plaintiff and other non-party Aggrieved Employees
12 were impeded from taking all uninterrupted meal periods to which they were entitled and were
13 required to work off-the-clock. Also, in conjunction with understaffing their branch locations,
14 Defendants had a requirement that a managerial employee be present in the bank premises at
15 all times, which exacerbated the lack of meal period coverage.

16 70. Moreover, Defendants maintained and implemented a company-wide policy of
17 requiring all employees to undergo fingerprint-based background checks upon hiring. This
18 required Plaintiff and other non-party Aggrieved Employees to travel to a fingerprinting
19 service provider on their own time and using their own personal vehicles to undergo
20 fingerprinting. For example, Plaintiff traveled to and from an approved fingerprinting
21 provider in Irvine, California, driving 10 miles roundtrip for approximately 30 minutes in her
22 personal vehicle, and spent approximately 1.25 hours waiting and undergoing the
23 fingerprinting. However, Defendants did not compensate Plaintiff and other non-party
24 Aggrieved Employees for the time they spent traveling to and from the fingerprinting service
25 providers, or for the time they spent undergoing their fingerprinting.

26 71. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
27 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did
28 not qualify for overtime premium payment, Defendants did not pay at least minimum wages

1 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
2 1194, 1197, and 1198.

3 72. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
4 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
5 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
6 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

7 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**
8 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

9 73. At all relevant times herein set forth, the applicable IWC Wage Order(s) and
10 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
11 non-party Aggrieved Employees' employment by Defendants.

12 74. At all relevant times herein set forth, California Labor Code section 512(a)
13 provides that an employer may not require, cause, or permit an employee to work for a period
14 of more than five (5) hours per day without providing the employee with a meal period of not
15 less than thirty (30) minutes, except that if the total work period per day of the employee is
16 not more than six (6) hours, the meal period may be waived by mutual consent of both the
17 employer and the employee. Under California law, first meal periods must start after no more
18 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal.
19 2012).

20 75. At all relevant times herein set forth, California Labor Code section 226.7,
21 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
22 meal period mandated by an applicable order of the IWC.

23 76. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198,
24 and the applicable IWC Wage Order also require employers to provide a second meal period
25 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
26 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
27 total hours worked is no more than twelve (12) hours, the second meal period may be waived
28 by mutual consent of the employer and the employee only if the first meal period was not

1 waived.

2 77. First, during the relevant time period, Defendants had, and continue to have, a
3 company-wide policy and/or practice of understaffing their branch locations and assigning
4 demanding workloads and sales quotas, which resulted in a lack of adequate meal period
5 coverage and prevented Plaintiff and other non-party Aggrieved Employees from taking all
6 timely, uninterrupted meal periods to which they were entitled. In conjunction with
7 understaffing their branch locations, as stated above, Defendants had a requirement that a
8 managerial employee be present on the branch premises at all times, but Defendants' policies
9 did not always allow for more than one manager to be on the schedule at all times. As a
10 result, Plaintiff and other managerial employees were sometimes the only managers on duty,
11 and would have their meal periods interrupted or would work through them in order to assist
12 their coworkers and customers.

13 78. Further, Defendants had a company-wide practice and/or policy of failing to
14 adhere to a schedule of meal periods, which further caused Plaintiff and other non-party
15 Aggrieved Employees to not be relieved of their duties for compliant meal periods. As a
16 result, Plaintiff and other non-party Aggrieved Employees were forced to work in excess of
17 five (5) hours before taking a meal period, had their meal periods interrupted, and/or had to
18 forgo their meal periods altogether in order to complete their assigned workloads. For
19 example, Plaintiff was forced to forego meal periods at least once per week in order to
20 complete the tasks and duties Defendants assigned to her and/or due to lack of available
21 coverage by other managers. Additionally, approximately twice per week, Plaintiff waited
22 more than five (5) hours into her shift to take a meal period in order to assist customers in the
23 teller line or assist with other duties. Furthermore, she was regularly interrupted and had her
24 meal periods cut short by management and/or supervisors requesting her assistance with
25 work-related tasks. Moreover, on information and belief, because Defendants frowned upon
26 employees accruing meal period penalties, Defendants' management would adjust Plaintiff's
27 and other non-party Aggrieved Employees' time records in order to strictly limit meal
28 penalties that would need to be paid by Defendants. Plaintiff and other non-party Aggrieved

1 Employees worked through meal periods or had their meal periods interrupted, because there
2 were not enough employees on duty to handle the assigned workload.

3 79. Second, Defendants did not schedule second meal periods and had no policy for
4 providing Plaintiff and other non-party Aggrieved Employees with second 30-minute meal
5 periods on days that they worked in excess of ten (10) hours in one day. As a result, Plaintiff
6 and other non-party Aggrieved Employees did not receive second 30-minute meal periods on
7 days that they worked in excess of ten (10) hours in one day. For example, on September 6,
8 2019, November 15, 2019, and December 19, 2019, Plaintiff worked over ten (10) hours in a
9 day, but was not provided a second meal period or paid a meal penalty. Plaintiff and other
10 non-party Aggrieved Employees did not sign valid meal period waivers on days that they were
11 entitled to meal periods and were not relieved of all duties.

12 80. Defendants knew or should have known that as a result of their policies,
13 Plaintiff and other non-party Aggrieved Employees were not actually relieved of all duties to
14 take timely, uninterrupted meal periods. Defendants further knew or should have known that
15 they did not pay Plaintiff and other non-party Aggrieved Employees meal period premium
16 wages when they were missed, late, short, and/or interrupted.

17 81. Defendants also have engaged in a company-wide practice and/or policy of not
18 paying meal period premiums owed when compliant meal periods are not provided. Because
19 of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not
20 received premium pay for missed, late, and interrupted meal periods. Alternatively, to the
21 extent that Defendants did pay meal period premium wages to Plaintiff and other non-party
22 Aggrieved Employees, they did so at the incorrect rates. Because Defendants did not properly
23 calculate Plaintiff's and other non-party Aggrieved Employees' regular rates of pay by
24 including all remunerations, such as incentive pay and/or nondiscretionary bonuses, any
25 premiums paid for meal period violations were also paid at an incorrect rate and resulted in an
26 underpayment of meal period premium wages.

27 82. Thus, Defendants failed to provide Plaintiff and other non-party Aggrieved
28 Employees compliant meal periods and failed to pay the full meal period premiums due.

Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved Employees are entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198

83. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff and other non-party Aggrieved Employees' employment by Defendants.

84. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

85. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

86. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7, Plaintiff and other non-party Aggrieved Employees are entitled to recover from Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a required rest period was not authorized and permitted.

87. During the relevant time period, Defendants regularly failed to authorize and

1 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
2 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
3 Defendants' policies and/or practice of understaffing their branch locations and assigning
4 heavy workloads prevented Plaintiff and other non-party Aggrieved Employees from being
5 relieved of all duty to take compliant rest periods. As a result, Plaintiff missed her rest
6 periods or would have her rest periods interrupted. On average, Plaintiff missed
7 approximately eight (8) or more rest periods per week.

8 88. Additionally, as stated, Defendants prohibited Plaintiff and other non-party
9 Aggrieved Employees from leaving the premises during their rest periods if they were the
10 only managers on the schedule, as they were the only employees that could institute an
11 override in the bank's system. Because Plaintiff and other non-party Aggrieved Employees
12 were restricted from leaving the premises during rest periods, they were denied the ability to
13 use their rest periods freely for their own purposes. Thus, Defendants effectively maintained
14 control over Plaintiff and other non-party Aggrieved Employees during rest periods.

15 89. As a result of Defendants' practices and policies, Plaintiff and other non-party
16 Aggrieved Employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
17 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
18 were entitled. Throughout her employment, Plaintiff missed her rest periods due to
19 understaffing, assignment of sales quotas, and a heavy workload.

20 90. Defendants also have engaged in a company-wide practice and/or policy of not
21 paying all rest period premiums owed when compliant rest periods are not authorized or
22 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
23 Employees have not received premium pay for all missed rest periods. Alternatively, to the
24 extent that Defendants did pay rest period premium wages to Plaintiff and other non-party
25 Aggrieved Employees, they did so at the incorrect rates. Because Defendants did not properly
26 calculate Plaintiff's and other non-party Aggrieved Employees' regular rates of pay by
27 including all remunerations, such as incentive pay and/or nondiscretionary bonuses, any
28 premiums paid for rest period violations were also paid at an incorrect rate and resulted in an

1 underpayment of rest period premium wages.

2 91. Defendants' conduct violates the applicable IWC Wage Order and California
3 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
4 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
5 558 and/or 2699(a), (f), and (g).

6 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
7 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

8 92. At all relevant times herein, California Labor Code section 226(a) provides that
9 every employer shall furnish each of his or her employees an accurate and complete itemized
10 wage statement in writing, including, but not limited to, the name and address of the legal
11 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all
12 applicable rates of pay.

13 93. During the relevant time period, Defendants have knowingly and intentionally
14 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
15 inaccurate wage statements. For example, Defendants issued uniform wage statements to
16 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
17 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during
18 the pay period, including overtime rates of pay, and the corresponding number of hours
19 worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2),
20 226(a)(5), and 226(a)(9).

21 94. Because Defendants did not record the time Plaintiff and other non-party
22 Aggrieved Employees spent working off-the-clock and deducted time from their records for
23 meal periods that were interrupted or missed (and therefore time for which they should have
24 been paid), Defendants did not list the correct amount of gross wages and net wages earned by
25 Plaintiff and other non-party Aggrieved Employees in compliance with section 226(a)(1) and
26 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours
27 worked by Plaintiff and other non-party Aggrieved Employees in violation of section
28 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period

1 and corresponding accurate number of work hours worked at each hourly rate in violation of
2 section 226(a)(9).

3 95. Additionally, because Defendants did not calculate Plaintiff's and other non-
4 party Aggrieved Employees' regular rate of pay correctly for purposes of paying overtime
5 wages, Defendants did not list the correct amount of gross wages earned by Plaintiff and/or
6 other non-party Aggrieved Employees in compliance with section 226(a)(1) and did not list
7 the correct amount of net wages earned by Plaintiff and other non-party Aggrieved Employees
8 in violation of section 226(a)(5). Defendants also failed to correctly list all applicable hourly
9 rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of
10 pay for premium wages, in violation of section 226(a)(9).

11 96. The wage statement deficiencies also include, without limitation, failing to list
12 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
13 a piece-rate basis; failing to list all deductions; failing to list the name of the employee and
14 only the last four digits of his or her social security number or an employee identification
15 number other than a social security number; failing to list the name and address of the legal
16 entity that is the employer; failing to list the inclusive dates of the period for which aggrieved
17 employees were paid; and/or failing to state all hours worked as a result of not recording or
18 stating hours worked off-the-clock.

19 97. California Labor Code section 1198 provides that the maximum hours of work
20 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
21 set forth in the applicable IWC Wage Orders. Section 1198 further provides that "[t]he
22 employment of any employees for longer hours than those fixed by the order or under
23 conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC
24 Wage Order, employers are required to keep accurate time records showing when the
25 employee begins and ends each work period and meal period. During the relevant time
26 period, Defendants engaged in company-wide practices and/or policies of failing to record
27 actual hours worked (including falsifying time records by recording that compliant meal
28 periods were taken regardless of if or when meal periods were actually taken), and thereby

1 failed to keep accurate records of work period and meal period start and end times for Plaintiff
2 and other non-party Aggrieved Employees in violation of section 1198. Furthermore, in light
3 of Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with
4 second 30-minute meal periods to which they were entitled, Defendants kept no records of
5 meal start and end times for second meal periods.

6 98. California Labor Code section 1174(d) provides that "[e]very person employing
7 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
8 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the
9 plants or establishments at which employees are employed, payroll records showing the hours
10 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
11 applicable piece rate paid to, employees employed at the respective plants or establishments
12 . . ." At all relevant times, and in violation of Labor Code section 1174(d), Defendants
13 willfully failed to maintain accurate payroll records for Plaintiff and other non-party
14 Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a
15 result of failing to record the off-the-clock hours that they worked.

16 99. Because Defendants' violations of 226(a) and 1174(d) were committed against
17 Plaintiff and other non-party Aggrieved Employees, Plaintiff and other non-party Aggrieved
18 Employees are entitled to recover civil penalties pursuant to Labor Code sections 226.3,
19 1174.5, and/or 2699(a), (f), and (g).

20 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

21 **VIOLATION OF LABOR CODE SECTION 204**

22 100. At all relevant times herein set forth, California Labor Code section 204
23 requires that all wages earned by any person in any employment between the 1st and the 15th
24 days, inclusive, of any calendar month, other than those wages due upon termination of an
25 employee, are due and payable between the 16th and the 26th day of the month during which
26 the labor was performed. Labor Code section 204 further provides that all wages earned by
27 any person in any employment between the 16th and the last day, inclusive, of any calendar
28 month, other than those wages due upon termination of an employee, are due and payable

1 between the 1st and the 10th day of the following month.

2 101. At all relevant times herein, California Labor Code section 204 also requires
3 that all wages earned for labor in excess of the normal work period shall be paid no later than
4 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
5 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
6 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
7 more than seven (7) calendar days following the close of the payroll period.

8 102. During the relevant time period, Defendants willfully failed to pay Plaintiff and
9 other non-party Aggrieved Employees all wages due to them within any time period specified
10 by California Labor Code section 204 including, but not limited to, overtime wages, minimum
11 wages, and meal and rest period premium wages.

12 103. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
13 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

14 **FAILURE TO PAY WAGES UPON TERMINATION**

15 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

16 104. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
17 that if an employer discharges an employee, the wages earned and unpaid at the time of
18 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
19 her employment, his or her wages shall become due and payable not later than seventy-two
20 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
21 his or her intention to quit, in which case the employee is entitled to his or her wages at the
22 time of quitting.

23 105. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
24 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
25 above, including but not limited to, overtime wages, minimum wages, and meal and rest
26 period premium wages, either at the time of discharge, or within seventy-two (72) hours of
27 their leaving Defendants' employ.

28 106. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees

1 who are no longer employed by Defendants their wages earned and unpaid at the time of
2 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
3 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
4 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
5 2699(a), (f), and (g).

6 **COMPELLING PATRONIZATION**

7 **VIOLATION OF LABOR CODE SECTION 450**

8 107. California Labor Code section 450 provides that an employer may not "compel
9 or coerce any employee, or applicant for employment, to patronize his or her employer, or any
10 other person, in the purchase of anything of value." An employer violates section 450 by
11 forcing an employee to patronize the employer's business in the purchase of a company-
12 provided good.

13 108. During the relevant time period, Defendants had a company-wide policy of
14 requiring employees to purchase uniform items directly from the company. Upon information
15 and belief, other non-party Aggrieved Employees were required to pay \$36.00 or more for
16 uniform items, including shirts bearing Defendants' logo.

17 109. Defendants' conduct of compelling and/or coercing other non-party Aggrieved
18 Employees to purchase goods from them is in violation of California Labor Code section 450.
19 Other non-party Aggrieved Employees are entitled to recover civil penalties pursuant to Labor
20 Code sections 2699(a), (f), and (g).

21 **FAILURE TO PROVIDE SUITABLE SEATING**

22 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF** 23 **REGULATIONS, TITLE 8, SECTION 11040(14)(A)**

24 110. At all relevant times herein, California Labor Code section 1198 makes it
25 illegal to employ an employee under conditions of labor that are prohibited by the applicable
26 wage order. California Labor Code section 1198 requires that "... the standard conditions of
27 labor fixed by the commission shall be the ... standard conditions of labor for employees.
28 The employment of any employee ... under conditions of labor prohibited by the order is

1 unlawful.”

2 111. California Code of Regulations, Title 8, section 11040(14)(A) provides that
3 “[a]ll working employees shall be provided with suitable seats when the nature of the work
4 reasonably permits the use of seats.”

5 112. Plaintiff alleges that Defendants’ branch locations are generally similar in their
6 layout and design and there was, and continues to be, space behind each teller station to allow
7 for the presence and use of a seat or stool by Plaintiff and other non-party Aggrieved
8 Employees (with reasonable or no modification to these work areas) during the performance
9 of their work duties. Defendants could have provided Plaintiff and other non-party Aggrieved
10 Employees with a suitable seat or stool at the teller stations, but instead denied them suitable
11 seating and forced Plaintiff and other non-party Aggrieved Employees to stand throughout the
12 day.

13 113. Plaintiff and other non-party Aggrieved Employees spent a substantial portion
14 of their day behind or at these teller stations. The nature of the work of an employee
15 performing teller duties can reasonably be accomplished from a seated position. However,
16 Defendants systematically, and on a company-wide basis, did not provide suitable seats or
17 stools at or near the teller stations, forcing Plaintiff and other non-party Aggrieved Employees
18 to stand throughout their work shifts.

19 Even where Defendants provided Plaintiff and other non-party Aggrieved Employees
20 with seats or stools, such seats or stools were frequently in a state of disrepair and neglected to
21 repair or replace them, consequently rendering such seats or stools unsuitable and forcing
22 Plaintiff and other non-party Aggrieved Employees to stand throughout the day and in the
23 performance of their duties.

24 114. During the relevant time period, Defendants violated California Labor Code
25 section 1198 and California Code of Regulations, Title 8, section 11040(14)(A), because
26 Plaintiff and other non-party Aggrieved Employees were not provided with suitable seats and,
27 therefore, effectively were not allowed to sit, even when it would not have interfered with the
28 performance of their duties. Plaintiffs and other non-party Aggrieved Employees were

1 assigned teller duties, which were performed from and connected to a teller station, and could
2 have been performed from a seated position. Plaintiff and other non-party Aggrieved
3 Employees could have handled transactions at the teller stations and provided customer
4 service while seated, without interference to their ability to complete these duties.

5 115. Defendants could have placed suitable seats or stools at each teller station for
6 use by Plaintiff and other non-party Aggrieved Employees with reasonable or no modification
7 to these work areas. However, on a company-wide basis, Defendants did not provide suitable
8 seats or stools at teller stations. Defendants' management did not inform Plaintiff and other
9 non-party Aggrieved Employees that they were allowed to sit down, provide any feasible
10 means for them to sit down, and/or mention any policy regarding sitting.

11 116. Defendants could have repaired or replaced the broken-down seats and stools in
12 the branches and thereby provided Plaintiff and other non-party Aggrieved Employees with
13 suitable seats to use in the performance of their duties.

14 117. As a result of Defendants' company-wide policy and/or practice of prohibiting
15 employees from sitting during their shifts and company-wide failure to provide suitable
16 seating, Plaintiff and other non-party Aggrieved Employees were forced to stand during shifts
17 and denied seats. Defendants' failure to provide suitable seating to other non-party Aggrieved
18 Employees violated and continues to violate California Labor Code section 1198 and IWC
19 Wage Order 4-2001, Section 14(A).

20 118. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
21 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

22 **FAILURE TO PROVIDE SUITABLE SEATING**

23 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
24 **REGULATIONS, TITLE 8, SECTION 11040(14)(B)**

25 119. At all relevant times herein, California Labor Code section 1198 makes it
26 illegal to employ an employee under conditions of labor that are prohibited by the applicable
27 wage order. California Labor Code section 1198 requires that ". . . the standard conditions of
28 labor fixed by the commission shall be the . . . standard conditions of labor for employees.

1 The employment of any employee . . . under conditions of labor prohibited by the order is
2 unlawful.”

3 120. California Code of Regulations, Title 8, section 11040(14)(B) provides that
4 “[w]hen employees are not engaged in the active duties of their employment and the nature of
5 the work requires standing, an adequate number of suitable seats shall be placed in reasonable
6 proximity to the work area and employees shall be permitted to use such seats when it does
7 not interfere with the performance of their duties.”

8 121. During the relevant time period, Defendants violated California Labor Code
9 section 1198 and California Code of Regulations, Title 8, section 11040(14)(B), because
10 Plaintiff and other non-party Aggrieved Employees were not provided with suitable seats in
11 reasonable proximity to their work areas and, therefore, effectively not allowed to sit, even
12 during lulls in their work duties.

13 122. As stated, Plaintiff alleges that Defendants’ California branch locations are
14 generally similar in their layout and design and there was, and continues to be, space near
15 their work areas (with reasonable or no modification to these work areas) to allow for the
16 presence and use of a seat or stool by Plaintiff and other non-party Aggrieved Employees
17 during lulls in operation. Defendants could have provided Plaintiff and other non-party
18 Aggrieved Employees with a seat or stool in their work areas, but instead denied Plaintiff and
19 other non-party Aggrieved Employees suitable seating altogether and effectively forced
20 Plaintiff and other non-party Aggrieved Employees to stand throughout the day.

21 123. Defendants did not provide Plaintiff and other non-party Aggrieved Employees
22 with suitable seats or stools in reasonable proximity to their work areas to allow them to use
23 seats when it would not interfere with the performance of their duties for times when they
24 were not engaged in active duties that require standing. In other words, to the extent Plaintiff
25 and other non-party Aggrieved Employees engaged in duties in which the nature of the work
26 required standing, Defendants denied them the use of suitable seats nearby during lulls in their
27 work duties. Moreover, Defendants did not inform Plaintiff and other non-party Aggrieved
28 Employees of their rights to a seat or stool under California law.

1 124. As a result of Defendants' company-wide policy and/or practice effectively
2 prohibiting employees from sitting at any time, even when they were not engaged in active
3 duties requiring standing, and company-wide failure to provide suitable seats in reasonable
4 proximity to their work areas, Plaintiff and other non-party Aggrieved Employees were forced
5 to stand during shifts and denied seats. Defendants' failure to provide suitable seating to
6 Plaintiff and other non-party Aggrieved Employees violated and continues to violate
7 California Labor Code section 1198 and IWC Wage Order 4-2001, Section 14(B).

8 125. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
9 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

10 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

11 **VIOLATION OF LABOR CODE SECTION 2802**

12 126. At all times herein set forth, California Labor Code section 2802 provides that
13 an employer must reimburse employees for all necessary expenditures and losses incurred by
14 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
15 to prevent employers from passing off their cost of doing business and operating expenses on
16 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
17 (2014). The applicable wage order, IWC Wage Order 4-2001, provides that: "[w]hen the
18 employer requires the use of tools or equipment or they are necessary to the performance of a
19 job, such tools and equipment shall be provided and maintained by the employer, except that
20 an employee whose wages are at least two (2) times the minimum wage may provide and
21 maintain hand tools and equipment customarily required by the particular trade or craft."

22 127. First, during the relevant time period, Defendants, on a company-wide basis,
23 required that Plaintiff and other non-party Aggrieved Employees utilize their own personal
24 cellular phones and/or cellular phone data to carry out their job duties, but failed to reimburse
25 them for the costs of their cellular phone and/or data plans. Plaintiff and other non-party
26 Aggrieved Employees were required to use their personal cellular phones to complete their
27 work-related tasks, such as discussing assignments with managers prior to starting their shifts.
28 For example, Plaintiff would spend at least 15 minutes per day responding to her supervisor

1 about upcoming assignments and work-related matters, using her personal cellular phone.
2 Although Defendants required Plaintiff and other non-party Aggrieved Employees to utilize
3 their personal cellular phones to carry out their work-related responsibilities, Defendants
4 failed to fully reimburse them for this cost.

5 128. Second, Defendants, on a company-wide basis, required Plaintiff and other
6 non-party Aggrieved Employees to utilize their own personal vehicles to carry out company
7 business, but failed to fully reimburse them for all costs of travel, including mileage. As
8 stated, Defendants had a policy of requiring Plaintiff and other non-party Aggrieved
9 Employees to travel in their own personal vehicles to fingerprinting service providers to
10 undergo fingerprinting, but they were not reimbursed for their mileage to and from the
11 facilities. For example, Plaintiff was required to travel approximately 10 miles roundtrip
12 using her personal vehicle to obtain her mandatory fingerprint-based background check from a
13 fingerprinting provider in Irvine, California. Also, when Plaintiff and other non-party
14 Aggrieved Employees drove to work at Defendants' other locations to cover additional shifts,
15 they were not compensated for their mileage. For example, when Plaintiff was assigned to
16 work at the Santa Ana branch location approximately twice per month, she drove 20 miles
17 (approximately 30 minutes) roundtrip, but was not reimbursed for this cost. Although
18 Defendants required Plaintiff and other non-party Aggrieved Employees to use their own
19 vehicles and complete these tasks as part of their job duties, Defendants failed to reimburse
20 them for all of these expenses.

21 129. Third, during the relevant time period, on a company-wide basis, Defendants
22 expected Plaintiff and other non-party Aggrieved Employees to report to work in clean and
23 presentable uniforms, including uniform button-down shirts emblazoned with Defendants'
24 logo, which forced Plaintiff and other non-party Aggrieved Employees to launder or replace
25 their uniforms more frequently, and incur expenses in doing so. This was pursuant to
26 Defendants' company-wide policy requiring employees to "[m]aintain a professional
27 appearance" in their work areas and "[e]nsure you . . . adhere[] to UNIFY FCU personal
28 appearance guidelines – Business Casual." Defendants required Plaintiff and other non-party

1 Aggrieved Employees to wear their uniform shirts bearing the company logo on a daily basis,
2 but only provided their employees two (2) uniform shirts each. However, Plaintiff and other
3 non-party Aggrieved Employees were scheduled to work five (5) to six (6) days in a week,
4 and thus incurred additional laundry expenses for the upkeep of their uniforms because
5 employees had to wash their uniform items more frequently and separately from any other
6 items. On a company-wide basis, Defendants failed to provide Plaintiff and other non-party
7 Aggrieved Employees with uniform cleaning services or reimburse them for cleaning
8 expenses incurred. Furthermore, since Defendants did not provide an adequate number of
9 uniform shirts to employees, other non-party Aggrieved Employees were required to purchase
10 additional uniform shirts directly from Defendants for \$36.00 each, and were not reimbursed
11 for this cost. Thus, Defendants failed to provide Plaintiff and other non-party Aggrieved
12 Employees with an adequate number of uniforms in relation to their scheduled shifts and for
13 the tasks they were required to perform, forcing Plaintiff and other non-party Aggrieved
14 Employees to pay out-of-pocket for laundry costs and costs of replacement uniform shirts.

15 130. Defendants could have provided Plaintiff and other non-party Aggrieved
16 Employees with the actual tools for use on the job, such as company phones, company
17 vehicles, or an adequate number of uniform shirts or access to a cleaning service. Or,
18 Defendants could have reimbursed employees for the costs of their cellular phone expenses,
19 travel expenses, mileage, and uniform laundering expenses. Instead, Defendants passed these
20 operating costs off onto Plaintiff and other non-party Aggrieved Employees.

21 131. Defendants' company-wide policy and/or practice of passing on their operating
22 costs to Plaintiff and other non-party Aggrieved Employees violates California Labor Code
23 section 2802. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
24 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

25 **SECOND CAUSE OF ACTION**

26 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime** 27 **(Against all Defendants)**

28 132. Plaintiff incorporates by reference and re-alleges as if fully stated herein each

1 and every allegation set forth above.

2 133. As alleged above, Defendants did not pay Plaintiff and class members the
3 correct overtime and double-time rates for the recorded overtime and double-time work hours
4 that they performed. In addition to an hourly wage, Defendants paid Plaintiff and class
5 members incentive pay, nondiscretionary bonuses, and/or other forms of remuneration.
6 However, in violation of the California Labor Code, Defendants failed to incorporate all non-
7 hourly wage compensation, including but not limited to, all incentive pay, nondiscretionary
8 bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for
9 purposes of calculating overtime and double-time wage rates. Therefore, during times when
10 Plaintiff and class members worked overtime or double-time and received these other forms of
11 pay, Defendants failed to pay all overtime and double-time wages owed by paying a lower
12 overtime or double-time rate than required.

13 134. Specifically, Defendants paid Plaintiff and class members nondiscretionary
14 bonuses and incentive pay for meeting certain work performance metrics. During pay periods
15 that Plaintiff and class members were paid overtime and double-time wages, Defendants failed
16 to incorporate the nondiscretionary bonuses and/or incentive pay into Plaintiff's and class
17 members' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for
18 overtime and double-time hours worked. Specifically, Defendants paid Plaintiff and class
19 members 1.5 times their base hourly rate of pay instead of 1.5 times their regular rate of pay.
20 Defendants' failure to properly calculate the overtime and double-time rates of pay based on
21 all remuneration paid has resulted in an underpayment of overtime and double-time wages to
22 Plaintiff and class members on a company-wide basis.

23 135. Defendants' failure to pay Plaintiff and class members the balance of overtime
24 and double-time, if any, compensation as required by California law, violates the provisions of
25 California Labor Code sections 510 and 1198. Pursuant to California Labor Code section
26 1194, Plaintiff and class members are entitled to recover their unpaid overtime and, if any,
27 double-time compensation, as well as interest, costs, and attorneys' fees.

28 **THIRD CAUSE OF ACTION**

**Violations of California Labor Code, §§ 226.7, 512(a), 516, and 1198—Meal Period
Premium Violations
(Against all Defendants)**

136. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

137. As alleged above, Defendants failed to provide Plaintiff and class members compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due because Defendants did not pay Plaintiff and class members at the correct rate of pay for premiums because Defendants systematically failed to include all forms of non-hourly wage compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

138. Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided or the balance of the meal period premiums Defendants paid and the amount Defendants should have paid were the meal period premiums properly calculated.

FOURTH CAUSE OF ACTION

**Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Premium
Violations
(Against all Defendants)**

139. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

140. As alleged above, Defendants denied Plaintiff and class members rest periods and failed to pay them rest period premiums due, in violation of Labor Code sections 226.7, 516, and the applicable IWC Wage Order because Defendants did not pay Plaintiff and class members at the correct rate of pay for premiums because Defendants failed to include all forms of non-hourly wage compensation, such as incentive pay, nondiscretionary bonuses,

1 and/or other forms of remuneration, in the regular rate of pay. .

2 141. Defendants' conduct violates the applicable IWC Wage Order and California
3 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
4 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
5 compensation for each workday that a compliant rest period was not authorized and permitted
6 or the balance of the rest period premiums Defendants paid and the amount Defendants should
7 have paid were the rest period premiums properly calculated.

8 **FIFTH CAUSE OF ACTION**

9 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**

10 **Statements and Failure to Maintain Accurate Payroll Records**

11 **(Against all Defendants)**

12 142. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
13 and every allegation set forth above.

14 143. Additionally, because Defendants did not calculate Plaintiff's and class
15 members' regular rate of pay correctly for purposes of paying overtime, double-time, and
16 meal and rest period premiums, Defendants did not list the correct amount of gross wages
17 earned by Plaintiff and class members in compliance with section 226(a)(1). For the same
18 reason, Defendants failed to list the correct amount of net wages earned by Plaintiff and class
19 members in violation of section 226(a)(5). Defendants also failed to correctly list all
20 applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay
21 and correct rates of pay for premiums, in violation of section 226(a)(9).

22 144. California Labor Code section 1174(d) provides that "[e]very person employing
23 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
24 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the
25 plants or establishments at which employees are employed, payroll records showing the hours
26 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
27 applicable piece rate paid to, employees employed at the respective plants or
28 establishments. . . ." At all relevant times, and in violation of Labor Code section 1174(d),

1 Defendants willfully failed to maintain accurate payroll records for Plaintiff and class
2 members showing correct wages owed thereto as a result of failing to properly calculate the
3 “regular rate” of pay.

4 145. Plaintiff and class members are entitled to recover from Defendants the greater
5 of their actual damages caused by Defendants’ failure to comply with California Labor Code
6 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
7 employee.

8 **SIXTH CAUSE OF ACTION**

9 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid**

10 **Upon Termination**

11 **(Against all Defendants)**

12 146. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
13 and every allegation set forth above.

14 147. This cause of action is dependent upon, and wholly derivative of, the overtime
15 wages, double-time wages, meal period premiums, and/or rest period premiums that were not
16 timely paid to Plaintiff and those class members no longer employed by Defendants upon their
17 termination.

18 148. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
19 that if an employer discharges an employee, the wages earned and unpaid at the time of
20 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
21 her employment, his or her wages shall become due and payable not later than seventy-two
22 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
23 his or her intention to quit, in which case the employee is entitled to his or her wages at the
24 time of quitting.

25 149. Defendants willfully failed to pay Plaintiff and class members who are no
26 longer employed by Defendants the earned and unpaid wages set forth above, including
27 overtime wages, double-time wages, meal period premiums, and/or rest period premiums
28 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants’

1 employ.

2 150. Defendants' failure to pay Plaintiff and class members who are no longer
3 employed by Defendants their wages earned and unpaid at the time of discharge, or within
4 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
5 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
6 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
7 thirty (30) day maximum pursuant to California Labor Code section 203.

8 **SEVENTH CAUSE OF ACTION**

9 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

10 **Unlawful Business Practices**

11 **(Against all Defendants)**

12 151. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
13 and every allegation set forth above.

14 152. Defendants are "persons" as defined by California Business & Professions
15 Code sections 17201, as they are corporations, firms, partnerships, joint stock companies,
16 and/or associations.

17 153. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
18 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
19 suffered injury in fact and has lost money as a result of Defendants' unlawful business
20 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
21 meaning of Code of Civil Procedure section 1021.5.

22 154. Defendants' activities, as alleged herein, are violations of California law, and
23 constitute unlawful business acts and practices in violation of California Business &
24 Professions Code sections 17200, *et seq.*

25 155. A violation of California Business & Professions Code sections 17200, *et seq.*
26 may be predicated on the violation of any state or federal law. In the instant case, Defendants'
27 policies and practices have violated state law in at least the following respects:

28 (a) Paying Plaintiff and class members overtime at a lower rate than

required by law by failing to properly calculate the regular rate of pay for purposes of overtime, as alleged herein;

(b) Paying Plaintiff and class members double-time at a lower rate than required by law by failing to properly calculate the regular rate of pay for purposes of double-time, as alleged herein;

(c) Paying Plaintiff and class members meal period premium wages at a lower rate than required by law by failing to properly calculate the regular rate of pay for purposes of meal period premiums, as alleged herein;

(d) Paying Plaintiff and class members rest period premium wages at a lower rate than required by law by failing to properly calculate the regular rate of pay for purposes of rest period premiums, as alleged herein;

(e) Failing to provide Plaintiff and class members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), 1198, and the applicable IWC Order, as alleged herein;

156. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

157. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution of the wages withheld and retained by Defendants; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

EIGHTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unfair Business Practices

(Against all Defendants)

158. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

159. Defendants are “persons” as defined by California Business & Professions Code sections 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

160. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

161. Defendants’ activities, namely Defendants’ company-wide practice and/or policy of underpaying Plaintiff and class members overtime and double-time wages due to them under Labor Code section 510 and meal and rest period premiums due to them under Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee and enhanced enforcement implemented by sections 226.7 and 510. The statutory remedy provided by section 226.7 in particular is a “‘dual-purpose’ remedy intended primarily to compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of sections 226.7 and 510 were guaranteed to Plaintiff and class members as part of their employment with Defendants, and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an unfair business practice in violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

162. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on any unfair business practice. In the instant case, Defendants’ policies and practices have violated the spirit of California’s overtime, double-time, and meal and rest period laws and constitute acts against the public policy behind these laws.

1 163. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
2 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
3 benefits implemented by sections 226.7 and 510 withheld and retained by Defendants during a
4 period that commences four years prior to the filing of this complaint; a permanent injunction
5 requiring Defendants to pay all statutory benefits implemented by sections 226.7 and 510 due
6 to Plaintiff and class members; an award of attorneys' fees pursuant to California Code of
7 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

8 **REQUEST FOR JURY TRIAL**

9 Plaintiff requests a trial by jury.

10 **PRAYER FOR RELIEF**

11 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
12 judgment against Defendants, jointly and severally, as follows:

13 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
14 (\$25,000). Plaintiff reserves the right to amend her prayer for relief to seek a different amount.

15 **As to the First Cause of Action**

16 2. That the Court declare, adjudge and decree that Defendants violated the
17 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
18 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
19 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512, 516,
20 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
21 and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
22 statements and maintain accurate payroll records); 201, 202, and 203 (by failing timely to pay
23 all earned wages upon termination); 204 (by failing timely to pay all earned wages during
24 employment); 450 (by compelling and/or coercing employees to patronize employer's
25 business); 1198 (by failing to provide suitable seating); and 2802 (by failing to reimburse
26 business expenses).

27 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
28 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202,

203, 204, 226(a), 226.7, 450, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802;

4. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 405, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802;

5. For pre-judgment and post-judgment interest as provided by law; and

6. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and class members;

2. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

3. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and

5. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

6. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198 and applicable IWC Wage Order(s) by willfully failing to pay all meal period premium wages to Plaintiff and class members;

7. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided, minus any amounts already paid;

8. For all actual, consequential, and incidental losses and damages, according to

1 proof;

2 9. For pre-judgment interest on any unpaid meal period premiums from the date
3 such amounts were due, or as otherwise provided by law;

4 10. For attorneys' fees pursuant to California Code of Civil Procedure section
5 1021.5, or as otherwise provided by law; and

6 11. For such other and further relief as the Court may deem equitable and
7 appropriate.

8 **As to the Fourth Cause of Action**

9 12. That the Court declare, adjudge, and decree that Defendants violated California
10 Labor Code sections 226.7, 516, and 1198 and applicable IWC Wage Orders by willfully
11 failing to pay all rest period premium wages to Plaintiff and class members;

12 13. That the Court make an award to the Plaintiff and class members of one (1) hour
13 of pay at each employee's regular rate of pay for each workday that a rest period was not
14 authorized and permitted, minus any amounts already paid;

15 14. For all actual, consequential, and incidental losses and damages, according to
16 proof;

17 15. For pre-judgment interest on any unpaid rest period premiums from the date
18 such amounts were due, or as otherwise provided by law;

19 16. For attorneys' fees pursuant to California Code of Civil Procedure section
20 1021.5, or as otherwise provided by law; and

21 17. For such other and further relief as the Court may deem equitable and
22 appropriate.

23 **As to the Fifth Cause of Action**

24 18. That the Court declare, adjudge, and decree that Defendants violated the
25 recordkeeping provisions of California Labor Code section 226(a) and applicable IWC Wage
26 Orders as to Plaintiff and class members, and willfully failed to provide accurate itemized
27 wage statements thereto;

28 19. For the greater of all actual, consequential, and incidental losses and damages,

1 according to proof, or statutory penalties not to exceed \$4,000 per class member pursuant to
2 California Labor Code section 226(e);

3 20. For injunctive relief pursuant to California Labor Code section 226(h);

4 21. For attorneys' fees and costs pursuant to California Labor Code section
5 226(e)(1); and

6 22. For such other and further relief as the Court may deem equitable and
7 appropriate.

8 **As to the Sixth Cause of Action**

9 23. That the Court declare, adjudge, and decree that Defendants violated California
10 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, meal period
11 premium wages, and rest period premium wages owed at the time of termination of the
12 employment of Plaintiff and other terminated class members;

13 24. For waiting time penalties according to proof pursuant to California Labor
14 Code section 203 for all class members who have left Defendants' employ;

15 25. For attorneys' fees pursuant to California Code of Civil Procedure section
16 1021.5, or as otherwise provided by law; and

17 26. For such other and further relief as the Court may deem equitable and
18 appropriate.

19 **As to the Seventh Cause of Action**

20 27. That the Court declare, adjudge and decree that Defendants' conduct of failing
21 to provide Plaintiff and class members all overtime wages due to them, failing to provide all
22 double-time wages due to them, failing to provide Plaintiff and class members all meal period
23 premium wages due to them, failing to provide Plaintiff and class members all rest period
24 premium wages due to them, failing to provide Plaintiff and class members accurate and
25 complete wage statements, failing to maintain accurate payroll records for Plaintiff and class
26 members constitutes an unlawful business practice in violation of California Business and
27 Professions Code sections 17200, *et seq.*;

28 28. For restitution of unpaid wages to Plaintiff and all class members and

1 prejudgment interest from the day such amounts were due and payable;

2 29. For the appointment of a receiver to receive, manage, and distribute any and all
3 funds disgorged from Defendants and determined to have been wrongfully acquired by
4 Defendants as a result of violations of California Business & Professions Code sections
5 17200, *et seq.*;

6 30. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
7 California Code of Civil Procedure section 1021.5; and

8 31. For such other and further relief as the Court may deem equitable and
9 appropriate.

10 **As to the Eighth Cause of Action**

11 32. That the Court declare, adjudge, and decree that Defendants' conduct of
12 denying Plaintiff and class members the statutory benefits guaranteed under sections 226.7
13 and 510 constitutes an unfair business practice in violation of California Business and
14 Professions Code sections 17200, *et seq.*;

15 33. For restitution of the statutory benefits under sections 226.7 and 510 unfairly
16 withheld from Plaintiff and class members and prejudgment interest from the day such
17 amounts were due and payable;

18 34. For the appointment of a receiver to receive, manage, and distribute any and all
19 funds disgorged from Defendants and determined to have been wrongfully acquired by
20 Defendants as a result of violations of California Business & Professions Code sections
21 17200, *et seq.*;

22 35. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
23 California Code of Civil Procedure section 1021.5;

24 36. For pre-judgment and post-judgment interest as provided by law; and

25 37. For such other and further relief as the Court may deem equitable and
26 appropriate.

27
28 Dated: December __, 2021

Respectfully submitted,

Capstone Law APC

By: _____

Robert Drexler
Molly DeSario
Jonathan Lee

Attorneys for Plaintiff Natasha Amaral

EXHIBIT “B”

EXHIBIT “B”

CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE

This CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE (the “Agreement”) is entered into by UNIFY FINANCIAL CREDIT UNION (“the Company”) and NATASHA AMARAL, for herself and her heirs, successors, and assigns (hereinafter referred to as “Amaral”).

PLEASE READ CAREFULLY. THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WHEREAS, Amaral alleged that various actions of the Company during the time of her employment were wrongful and unlawful.

WHEREAS, Amaral filed a lawsuit in the Los Angeles County Superior Court, Case No. 20STCV36466, on behalf of the State of California and other “aggrieved employees” pursuant to the Private Attorneys General Act, California Labor Code section 2698 *et seq.* (“PAGA”) (hereinafter the “Action”). The parties have settled the Action on a class-wide and representative basis, which the parties will seek approval of before the Court (hereinafter the “Class Action Settlement”).

WHEREAS, Amaral represents that she has had an opportunity to discuss all aspects of her claims and this Agreement with an attorney to the extent so desired, has been fully advised as to her rights, understands that she is waiving significant legal rights by signing this Agreement and enters into this Agreement voluntarily, with a full understanding of and agreement with all of its terms, for the purpose of receiving additional benefits from the Company beyond that provided by normal Company policy.

WHEREAS, Amaral desires to settle fully and finally all claims, known or unknown, against the Company from the beginning of time to the effective date of this Agreement, except for her rights in connection with his participation in the settlement process as a Class Member in the Action.

WHEREAS, this Agreement will take effect on the "Settlement Date," as that term is defined by the CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE BETWEEN PLAINTIFF AND DEFENDANT. If the Settlement Date does not occur, then this Agreement shall be null and void, and Amaral and the COMPANY will be returned to their original respective positions, as if this Agreement had never been executed.

NOW, THEREFORE, in consideration of the premises and promises contained herein, it is agreed as follows:

FIRST: Non-Admission of Liability.

This Agreement shall not be construed as an admission by the Company or any of its agents or employees of any discriminatory, improper, wrongful, tortious, or otherwise unlawful actions or of any other wrongdoing whatsoever against Amaral or any other person or persons and the Company specifically denies any wrongdoing whatsoever against Amaral or any other person or persons.

**SECOND: No other or Future Lawsuits, Charges, or
Complaints of any Nature Whatsoever.**

Amaral represents that she does not presently have on file any complaints, charges, or claims (civil, administrative, or criminal) against the Company in any court or administrative forum or before any governmental agency or entity, except the Action referenced above.

Amaral further represents that she will not hereafter file any complaints, charges, or claims (civil, administrative, or criminal) against the Company with any court based on any action which occurred prior to the date she executes this Agreement, including, but not limited to, any claim related to or in any way arising from her employment with the Company or the cessation of that employment or any events, actions, or omissions thereafter by the Company.

Amaral further agrees to waive her right to any monetary or equitable recovery in connection with any federal, state, or local administrative agency's investigation into any claims arising out of or related to her employment with and/or separation from employment with the Company to the fullest extent permitted by law.

This Agreement may be introduced in any proceeding in which Amaral files any other action against the Company alleging unpaid wages, penalties, compensation, damages, or any other monies due to her as a result of her employment with the Company. Such introduction shall be pursuant to an order protecting its confidentiality.

THIRD: Benefits to Amaral.

The Company agrees to and will pay to Amaral the following benefits in exchange for this Release: The Company will transfer to the Administrator appointed in the Action the amount approved by the Court for Amaral's service payment award, not to exceed \$10,000.00, for which a Form 1099 will be issued, on the Payment Date, as defined in the CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE BETWEEN PLAINTIFF AND DEFENDANT, provided that the Company has received this Agreement signed by Amaral and a completed W9 form before that date. Amaral agrees that payment in

this manner is fully satisfactory to her and, by signing this Agreement and upon the Settlement Date, fully releases the Company from all claims, known and unknown, except for her rights in connection with her participation in the settlement process as a Class Member in the Action.

FOURTH: Responsibility for Taxes.

Amaral agrees that she is solely responsible for all tax obligations which may arise as a consequence of this service payment and that she will indemnify and hold the Company harmless for any taxes, interest, penalties, and/or related expenses it incurs as a result of any dispute over the non-withholding or other tax treatment of the Company's service payment to her.

FIFTH: No Costs or Attorneys' Fees.

Amaral agrees that the settlement provided herein, and except as otherwise provided by the CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE IN THIS ACTION, is intended to and does bar all claims for injuries, losses, damages, expenses, costs, attorneys' fees, and related expenses arising out of the Action and that she has unqualifiedly waived any and all such similar or other claims based on any action which occurred prior to the effective date of this Agreement.

SIXTH: Confidentiality.

Pursuant to the CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE BETWEEN PLAINTIFF AND DEFENDANT entered into by the parties in the Action, Amaral will not, unless required by law, issue any press releases or have any communication to the press concerning this litigation, this Agreement, the Company, and/or the business practices of the Company.

SEVENTH: Complete Release.

To the fullest extent permitted by law, Amaral, for herself and her heirs, successors, and assigns, does hereby release, acquit, and forever discharge the Company and their former and/or current officers, directors, executives, managers, employees, agents, related parent and subsidiary entities, predecessors, successors, and assigns (the “Released Parties”) from any and all claims, actions, charges, complaints, causes of action, rights, demands, debts, damages, or accountings of whatever nature, known or unknown, which she or her heirs may have against the Released Parties based on any action or event that occurred prior to the effective date of this Agreement, including, but not limited to, those included in the release of claims set forth in the CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE BETWEEN PLAINTIFF AND DEFENDANT as well as those related to, or arising from, Amaral’s employment with the Company or the cessation of

that employment, except for her rights in connection with her participation in the settlement process as a Class Representative and Class Member in the Action. To the extent permissible by law, this includes but is not limited to a release of all rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, any tort, any public policy, or any federal, state or other governmental statute, regulation, or ordinance and any amendments thereto (such as, but not limited to, the FEHA, Title VII, the ADA, FMLA, CFRA, provisions of the California Labor Code, the FLSA, the FCRA, and California Business and Professions Code Section 17200, *et seq.*, and all other laws governing the employment of persons in the State of California) (hereinafter collectively, “Claim” or “Claims”) from the beginning of time to the date of execution hereof.

**EIGHTH: Knowing and Voluntary Waiver of Known
and Unknown Claims.**

IT IS FURTHER UNDERSTOOD AND AGREED that as a condition of this Agreement, Amaral expressly waives all rights under Section 1542 of the Civil Code of the State of California. Such Section reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or

her, would have materially affected his or her settlement with the debtor or released party.

In order to achieve a full and complete release of the Company, Amaral acknowledges that this Agreement is intended to and does include in its effect all Claims that she does not know or suspect to exist in her favor at the time that she signs this Agreement, except for her rights in connection with her participation in the settlement process as a Class Representative and Class Member in the Action.

NINTH: Ownership of Claims.

Amaral represents and agrees that she has not assigned or transferred or attempted to assign or transfer to any person or entity any of the claims she is releasing in this Agreement. Amaral further represents that she is not aware of any liens or claims that can be made against the settlement payment referenced in Paragraph Third and that no lien, whether known or unknown, may affect the validity of this settlement.

TENTH: Successors.

This Agreement shall be binding upon the parties and upon their respective heirs, administrators, representatives, executors, successors, and assigns

and shall inure to the benefit of the parties and others released herein, their representatives, executors, successors, and assigns.

ELEVENTH: Acknowledgment of Ineligibility for Rehire.

Amaral acknowledges and agrees that, due to the reason for the termination of her employment with the Company, she is ineligible for re-hire under Company policy. Amaral further agrees that she does not dispute her designation by the Company as ineligible for re-hire and waives any claim arising out of that designation. Amaral further agrees that this acknowledgment is admissible and may be introduced in any proceeding in which Amaral files any other action against the Company.

TWELFTH: Entire Agreement.

Amaral and the Company each agree that (a) this Agreement and the CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE BETWEEN PLAINTIFF AND DEFENDANT in the Action are the only agreements between them, (b) these agreements embody and include all terms and commitments between them, and (c) no representations, inducements, coercion, or promises have been made to any of them except as are expressly stated above and in the CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE BETWEEN PLAINTIFF AND DEFENDANT in the Action.

THIRTEENTH: Severability.

Except for the release provisions set forth in Paragraphs Seventh and Eighth, above, should any of the provisions in this Agreement be declared or be determined to be illegal, invalid, or otherwise unenforceable, all remaining parts, terms, or provisions shall be valid and the illegal or invalid portion or provision shall be deemed not to be a part of this Agreement. If the release provisions set forth in Paragraphs Seventh and/or Eighth are declared or determined to be illegal, invalid, or otherwise unenforceable in whole or in material part and the parties are unable to execute new release provisions that achieve the same material effect for the Company, Amaral agrees to and shall return the full amount of the settlement payment referenced above in Paragraph Third within ten (10) business days of receiving demand for same by the Company.

FOURTEENTH: Acknowledgment of Understanding.

Amaral understands that upon the Settlement Date, she is waiving legal rights by signing this Agreement and represents that she has had an opportunity to consult with an attorney and/or other persons to the full extent she wanted to do so before signing this Agreement. Amaral further represents that she has been given a reasonable period of time to review and consider this Agreement.

PLEASE READ CAREFULLY. THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF this Agreement shall have as its effective date the date by which it is signed by all parties.

NATASHA AMARAL

DocuSigned by:
Natasha Amaral
EC9C81867ED147C...

Date: 7/8/2022

UNIFY FINANCIAL CREDIT UNION

Date: _____

Title: _____

PLEASE READ CAREFULLY. THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF this Agreement shall have as its effective date the date by which it is signed by all parties.

NATASHA AMARAL

_____ Date: _____

UNIFY FINANCIAL CREDIT UNION

G. Howe Date: 7/11/22

Title: CEO

EXHIBIT “C”

EXHIBIT “C”

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES
Amaral v. UNIFY Financial Credit Union
Case No. 20STCV36466

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation. This is not a lawsuit against you and you are not being sued. However, your legal rights will be affected whether you act or don't act.

TO: All current and former hourly, non-exempt employees of UNIFY Financial Credit Union ("UNIFY") in California from July 17, 2019 through January 7, 2022 (the "Settlement Class").

You received this Notice because UNIFY's records identify you as meeting the above description, which means you are a "Class Member" and, accordingly, that you are eligible to receive a proportional share of the proceeds of the proposed class settlement ("Settlement") as described in this Notice if the Court approves the Settlement. This Notice explains the terms of the Settlement and describes the procedures for receiving your share of the Settlement, or for objecting to or requesting to be excluded from the Settlement.

The Court has not decided whether to finally approve the Settlement. Payments will be made only if the Court grants final approval of the Settlement, and only after any appeals are resolved. Please be patient. If you are a Class Member, your options are summarized in the following chart:

YOUR RIGHTS AND OPTIONS REGARDING THE SETTLEMENT	
A. Get a Settlement Payment.	If you are a Class Member (defined above), you will receive a proportionate share of the Net Settlement Amount (defined below) so long as you do not exclude yourself from this Settlement (Option C below). You do not need to submit a claim or take any affirmative steps in order to receive your share of the Net Settlement Amount.
B. Object to the Settlement.	So long as you do not ask to be excluded, you may object to the Settlement if you return your written objection in the manner set forth in Section 8, below, postmarked on or before _____, 2022, or appear at the Final Approval Hearing and make an oral or written objection at that time.
C. Request to be Excluded.	You may request to be excluded from the Settlement in the manner set forth below in Section 9. Your request must be postmarked on or before _____, 2022, to be effective. If you request exclusion from the Settlement, you cannot object to the Settlement and you will not be eligible to receive your proportionate share of the Net Settlement Amount, although you will still be eligible for your share of the PAGA Allocation and be bound by the PAGA Release (defined below), as set forth in the parties' Settlement Agreement.
D. Previous Wage Adjustments	In November 2021, you may have received a wage adjustment in one of your paychecks. That wage adjustment was the direct result of the claims alleged in this lawsuit and the value to the Settlement Class of such wage adjustments will be taken into account in approving the Settlement and Plaintiff's request for attorneys' fees and a Class Representative service award, as supported by prior case law. If you did receive a wage adjustment in November 2021, your right to keep these wages will not be impacted by the Court's decision to approve or

not approve the Settlement or your decision to object to the Settlement, exclude yourself from the Settlement Class, or do nothing.

If you did not receive a wage adjustment in November 2021, it was because UNIFY determined that, based on a review of its records, you were not entitled to any additional compensation. Nevertheless, this will not impact your right to receive a proportionate share of the Settlement if the Court approves it and you do not request to be excluded.

PLEASE READ THIS NOTICE CAREFULLY

A. BASIC INFORMATION

1. What Is This Case About?

On July 17, 2019, Plaintiff Natasha Amaral filed a letter with the California Labor and Workforce Development Agency (“LWDA”) alleging various violations of the California Labor Code by UNIFY, including, but not limited to, failure to pay wages for work performed “off the clock,” failure to properly calculate overtime and double-time wages, failure to provide meal and rest periods or pay meal and rest period premiums either at all or at the correct rate of pay, failure to reimburse Class Members for business expenses, and other claims (the “PAGA Letter”). On September 24, 2020, after the LWDA did not respond within the time established by law, Plaintiff filed a representative action under California’s Private Attorneys General Act (“PAGA”), Labor Code § 2698 *et seq.*, in Los Angeles County Superior Court, Case No. 20STCV36466, for the collection of civil penalties for the alleged Labor Code violations identified in the PAGA Letter (the “Action”). The Action is currently assigned to the Honorable Gary Y. Tanaka. Later, Plaintiff amended the Action for purposes of settlement to add class claims alleging that UNIFY did not pay overtime, double-time, and meal and rest period premium wages based on the legally-required “regular rate of pay” by not taking into account certain forms of nondiscretionary compensation (including bonuses, incentive awards, and differential pay) when computing the regular rate of pay (the “Regular Rate Claims”). Plaintiff seeks unpaid wages, premium pay, actual damages, declaratory relief, statutory penalties, civil penalties, restitution, liquidated damages, interest, attorneys’ fees, and costs.

UNIFY denies all of the claims and contentions alleged in the Action and maintains that at all times it fully complied with the law. No court has decided whether the claims in the Action have merit.

The parties engaged in extensive settlement discussions, facilitated by an experienced mediator, which were ultimately successful. The Settlement was preliminarily approved by Judge Tanaka on _____, 2022 (the “Preliminary Approval Date”).

As part of the Settlement of the Action and for purposes of this Settlement only, UNIFY has agreed to certification of the Settlement Class and Plaintiff amended her Complaint in the Action to allege the Regular Rate Claims on behalf of the Settlement Class.

2. Why Did I Receive This Notice?

UNIFY’s records indicate that you were employed by UNIFY in California in an hourly, non-exempt position during the period from July 17, 2019 to January 7, 2022, and belong to the Settlement Class.

As long as you do not request to be excluded from this Settlement, you will be entitled to a proportionate share of the Net Settlement Amount (see Sections 11 and 12, below), which will be distributed if the Court grants final approval of the Settlement. Moreover, whether you exclude yourself or not, you will receive a proportionate share of the PAGA Allocation if the Court grants final approval of the Settlement.

3. Who Are the Parties in This Action?

Plaintiff Natasha Amaral filed the Action and has been appointed the Class Representative by the Court to act on behalf of all members of the Settlement Class.

The Defendant is UNIFY Financial Credit Union.

4. What Is UNIFY's Position Regarding These Allegations?

UNIFY has denied and continues to deny all of the allegations made by the Class Representative. UNIFY contends that it has complied at all times with the California Labor Code, the California Business and Professions Code, and all other applicable laws at all times. UNIFY nevertheless agrees to the Settlement and to certification of the Settlement Class for purposes of settlement only.

5. Has the Court Decided Who Is Right?

No. The Court has not decided whether either side is right, only that you should get notice of the Settlement so that you can review the Settlement and determine whether you want to participate in the Settlement, object to it, or exclude yourself from it.

6. Why Is this Action Being Settled?

After arm's-length and good-faith settlement negotiations presided over by Jeffrey Ross, an experienced wage-and-hour class-action mediator, the parties reached a Settlement that, if approved by the Court, will resolve the Class Members' claims on a class-wide basis. The parties agreed to do this rather than go forward with a long, expensive court case with an uncertain result. Without a settlement, continued litigation would further delay any payment to the Class Members and might result in a ruling in UNIFY's favor (in whole or in part), in which case Class Members would either not receive any payment or receive a lesser payment. Counsel for the Class Representative believe the proposed Settlement is in the best interests of the Settlement Class.

B. YOUR RIGHTS AND OPTIONS

7. What Do I Need to Do to Get a Settlement Payment?

You do not need to submit a claim or take any action whatsoever to receive your proportionate share of the Net Settlement Amount or the PAGA Allocation. You will automatically be paid your share of the Net Settlement Amount and PAGA Allocation if the Court grants final approval of the Settlement. This process may take some time, so please be patient. However, it is important that the Administrator of the Settlement has your current address information so that the Administrator can send you your payment. Should your address change after you receive this Notice but before you receive your payment, please be sure to provide the Administrator with updated information. The Administrator is CPT Group, Inc., which you may contact at the following address:

Amaral v. UNIFY Financial Credit Union Class Action Settlement
c/o CPT Group, Inc.
[address]

UNIFY will not treat you any differently based on whether you choose to participate or choose not to participate in this Settlement.

8. How Do I Object to the Settlement?

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue without any class being certified at this time. If that is what you want to happen, you must object.

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Amaral v. UNIFY Financial Credit Union*, Case Number 20STCV36466), (b) be submitted to the Administrator by mail at the following address: _____, and (c) be postmarked on or before _____ [45 days after mailing of notice]. Any written objection should state each specific objection and any legal and factual support for each objection. The objection also must state the Class Member's full name and address.

You cannot object to the Settlement **and** exclude yourself from the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement, including the Release of Claims outlined in Section 14.

Do NOT telephone the Court or the attorneys for UNIFY.

9. May I Exclude Myself from the Class Action Settlement?

Yes. If you wish to exclude yourself from the Settlement, you must provide to the Administrator a timely, signed, dated, and written request to be excluded.

The Request for Exclusion must include your full name (and former names, if any), current address, telephone number, signature, and the date of your signature. The Request for Exclusion must be submitted by mail to the Administrator, postmarked on or before [45 days after mailing of notice], at the following address:

Amaral v. UNIFY Financial Credit Union Class Action Settlement
c/o CPT Group, Inc.
[address]

Requests for Exclusion that are not timely submitted will be invalid and disregarded. If you ask to be excluded from the Settlement, you cannot object to the Settlement, you will not receive any money from the Net Settlement Amount (other than your proportionate share of the PAGA Allocation and any wage adjustment you may have received in November 2021), and, with the exception of the PAGA Release, you will not release any claims covered by the Settlement unless you revoke your Request for Exclusion in writing prior to the Final Fairness Hearing. **No Class Member will be permitted to pursue a claim released by this Settlement on the grounds that a Request for Exclusion was submitted timely and lost, destroyed, misplaced, or otherwise not received by the Administrator unless the Class Member has adequate proof that the Request for Exclusion was mailed timely by certified mail with return-receipt requested or has equivalent proof of timely delivery.**

C. THE LAWYERS WHO REPRESENT YOU

10. Who Represents Me in This Action?

The Court has determined that the attorneys at Capstone Law APC ("Class Counsel") are qualified to represent all members of the Settlement Class in the Settlement and has appointed them to do so. Class Counsel are experienced in handling wage-and-hour class-action litigation. Their contact information is provided at the end of this Notice.

You do not have to pay Class Counsel's fees and litigation expenses. However, you are responsible for the fees of any attorney you hire on your own. The fees and litigation expenses that the Court approves for Class Counsel will be paid by UNIFY from the proposed Settlement.

D. THE TERMS OF THE SETTLEMENT

11. The Proposed Settlement and Net Settlement Amount

Without admitting any wrongdoing, UNIFY has agreed to pay a "Gross Settlement Amount" of \$512,000.00, plus the employer's share of any payroll taxes related to the settlement payments to fully resolve this matter. The Gross Settlement Amount comprises: (1) \$400,000.00 plus (2) a credit to UNIFY in the amount of \$112,000.00 representing wage adjustment payments UNIFY made to eligible Class Members in November 2021.

Class Counsel have litigated the Action since the beginning and have invested substantial time, effort, and skill in this matter in order to bring about this proposed Settlement. In order to be paid for this work and for achieving this result, Class Counsel will apply to the Court for a fee award of up to, but not more than, one-third of the Gross Settlement Amount, or \$170,667.00, subject to the Court's approval.

Subject to Court approval, certain deductions will be made from the Gross Settlement Amount in order to account for (a) attorneys' fees of Class Counsel up to \$170,667.00; (b) litigation expenses of Class Counsel up to \$20,000.00; (c) a service payment award to the Class Representative of up to \$10,000.00 for working with the attorneys on the case, taking risks that she may pay for UNIFY's costs if this case had been lost, and in consideration for a general release of all of her claims against UNIFY; (d) approximately \$10,000.00 in settlement administration costs to the Administrator; (e) \$10,000.00 earmarked for the release of PAGA claims, 75% of which will be paid to the LWDA and 25% of which will be paid to the PAGA Settlement Group Members (regardless whether they opt out of the class settlement) (see Section 12 below); and (f) a credit of \$112,000.00 to UNIFY for prior wage adjustments voluntarily paid to eligible Class Members in November 2021 in conjunction with this Action. After these deductions, and subject to Court approval, the remaining sum (*i.e.*, "Net Settlement Amount") is estimated to be approximately \$179,333.00.

The Net Settlement Amount may vary if the Court does not approve the requested amounts for attorneys' fees, litigation expenses, Class Representative service payment awards, the amount allocated for release of the PAGA claims, or if the costs of administration are different than estimated. Any unapproved amounts will be added to the Net Settlement Amount and distributed to Class Members.

12. What Will I Receive from the Proposed Settlement?

Class Members who do not timely submit a valid Request for Exclusion ("Participating Class Members") shall be entitled to a share of the Net Settlement Amount, which will be in addition to any wage adjustments eligible Class Members received in November 2021. Each Settlement Share shall be determined as follows:

The Net Settlement Amount shall be allocated to the Participating Class Members based on their pro-rata share of Covered Pay Periods. Your pro-rata share will be determined by dividing your number of Covered Pay Periods by the total number of Covered Pay Periods of all Participating Class Members. ("Covered Pay Periods" means all pay periods from July 17, 2019 to January 7, 2022 ("the Class Period") in which Class Members received nondiscretionary incentive compensation in addition to their base hourly wages during a period of time in which they (i) worked overtime and, if applicable, double-time and/or (ii) received one or more meal period premiums and/or rest period premiums.)

UNIFY's records show that you worked ____ Covered Pay Periods during the Class Period.

As a Class Member, you are also a “PAGA Settlement Group Member” under the terms of the Settlement Agreement. This means that, in addition to your pro-rata share of the Net Settlement Amount, you will receive a pro-rata share of the portion of the \$10,000.00 earmarked for the release of PAGA claims paid to PAGA Settlement Group Members, which is 25% or \$2,500.00 (see Section 11) (hereinafter, the “PAGA Allocation”). Your pro-rata share of the PAGA Allocation will be determined by dividing the number of pay periods you worked during the period from July 17, 2019, to January 7, 2022 (the “PAGA Period”), by the total number of pay periods all PAGA Settlement Group Members worked during the PAGA period. **You will receive this portion and be bound by the PAGA Release whether or not you request exclusion from the Settlement.**

UNIFY’s records show that you worked ____ such pay periods during the PAGA Period.

25% of your Settlement Share from the Net Settlement Amount will be treated as wages and subject to the withholding of all applicable local, state, and federal taxes. You and other Participating Class Members will receive from the Administrator an IRS Form W-2 for the payment and taxes that will be withheld at the rate required by law. The remaining 75% of your Settlement Share from the Net Settlement Amount and 100% of your portion of the PAGA Allocation will be treated as non-wages, for which IRS Forms 1099 will be issued, in accordance with IRS requirements, without withholdings or deductions taken. Settlement payments made to Participating Class Members will not be subject to matching contributions or included as benefits-eligible earnings under any of UNIFY’s benefit plans, bonus programs, or compensation policies.

13. If I Want More Information About the Calculation of My Settlement Payment, What Can I Do?

If you would like more information about the manner in which your share of the Net Settlement Amount is calculated, please contact the Administrator at (____) ____ - ____.

If you dispute the number of pay periods used to calculate your share of the Net Settlement Amount (identified in Section 12 above), you must, on or before _____, 2022 [*45 days after mailing of notice*], mail to the Administrator your statement setting forth the reasons you believe the number of pay periods or the calculation of your share of the Net Settlement Amount is incorrect. You must include any documentation supporting your position. If you do not dispute the number of eligible pay periods listed above, you do not need to do anything.

Counsel for the Parties will evaluate any information and/or documents you submit and, after reviewing UNIFY’s records, will make a good-faith effort to informally resolve any dispute. Unresolved disputes will be decided by the Administrator. The Administrator will notify you of any informal resolution or, if an informal resolution cannot be reached, its non-appealable, final decision, in writing as to the total amount you will be paid.

E. THE RELEASE OF CLAIMS

14. What Claims Will Be Released?

Unless you exclude yourself from this Settlement, you will release and will no longer be able to sue UNIFY for certain claims, whether you were aware of them or not, for the period from July 17, 2019, to January 7, 2022.

The full text of the Release set forth in the Class Action Settlement Agreement and Release Between Plaintiff and Defendant on file with the Court provides as follows:

Upon the Settlement Date, and except as to such rights or claims as may be created by this Agreement, Plaintiff and each Participating Class Member (the “**Releasing Parties**”) fully release and discharge UNIFY, its present, former, and future parents, its subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective past and present members, shareholders, directors, officers, employees, agents, servants, registered representatives, insurers and attorneys (collectively hereafter, the “**Released Parties**”) from any and all claims, debts, liabilities, demands, obligations, guarantees, actions, or causes of action of whatever kind or nature,

whether known or unknown, from July 17, 2019, through January 7, 2022, that were or could reasonably have been alleged in the PAGA Notice, the PAGA Complaint, and/or the First Amended Complaint based on the facts alleged (hereinafter, the “**Released Claims**”), including those arising out of or related to all claims based on failure to pay overtime and double-time wages, failure to pay meal period and/or rest period premium compensation, failure to provide the underlying meal and rest periods, waiting time penalties for failure to pay all wages due upon termination of employment, failure to pay wages timely during employment, failure to provide compliant wage statements, and violation of California Business & Professions Code Section 17200 *et seq.*, including all related claims of any kind for premium pay, liquidated damages, statutory penalties, civil penalties, restitution, interest, injunctive relief, punitive damages, other damages, costs, expenses, and attorneys’ fees arising from the alleged violation of any provision of common law or statutory law which were or could have been raised as part of Plaintiff’s claims, including but not limited to claims under California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 450, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2698, *et seq.*, and 2802, all provisions of the California Industrial Welfare Commission Wage Orders that provide the same or similar protection(s) (including but not limited to those sections of the Wage Orders pertaining to the provision of suitable seating), and Section 17200 *et seq.* of the California Business and Professions Code.

PAGA Release. Upon the Settlement Date, and except as to such rights or claims as may be created by this Agreement, Plaintiff and each PAGA Settlement Group Member expressly waive, relinquish, and release any and all rights, demands, and claims for any and all PAGA remedies reasonably arising from or related to any of the underlying claims that were or could have been brought in this Action based on the facts alleged, including any right, claim, or demand for civil penalties for alleged violations of the California Labor Code from July 17, 2019, through January 7, 2022, that were asserted in the PAGA Notice, the PAGA Complaint, and/or the First Amended Complaint. Plaintiff and PAGA Settlement Group Members will be bound by this PAGA Release even if they, or any of them, request to be excluded from the Settlement in accordance with Paragraph 31, above.

In order to achieve a full and complete release of the Released Parties, Plaintiff and each Participating Class Member acknowledges that the release in Paragraph 34.a immediately above is also intended to include in its effect all such Released Claims whether or not Plaintiff and each Participating Class Member knows or suspects them to exist. With respect to the Released Claims, Plaintiff and Participating Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims and causes of action in this case which are the subject matter of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims and, by virtue of this Agreement, Plaintiff and Participating Class Members shall be deemed to have, and by operation of the final judgment approved by the Court shall have, fully, finally, and forever settled and released all of the Released Claims as defined above.

Subsequent Actions: Upon the Payment Date, this Agreement shall be binding on, and have *res judicata* and preclusive effect in, the Action and any and all other pending and future lawsuits or other proceedings encompassed by the Release above, maintained by or on behalf of Plaintiff or any Participating Class Member or PAGA Settlement Group Member. The Parties agree that the Release may be raised as a complete defense to and will preclude any action or proceeding based on any of the Released Claims or brought as a representative action under the PAGA based on any alleged violations of the Labor Code during the PAGA Period.

F. FINAL SETTLEMENT APPROVAL HEARING

15. When Will the Court Consider Whether to Finally Approve the Settlement?

The Court will hold a hearing in Courtroom B of the Superior Court of California, County of Los Angeles, 825 Maple Avenue, Torrance, California 90503, on _____, 2022, at __:00 __.m., to decide whether to finally

approve the Settlement as fair, reasonable, and adequate. At that time, the Court also will be asked to approve Class Counsel's request for attorneys' fees and reimbursement of litigation costs, the Class Representative service payment award, and the claims administration expenses.

It is not necessary for you to appear at this hearing but you have a right to do so.

The hearing may be postponed without further notice to the Settlement Class. You are advised to check the Court's calendar or docket (visit <https://www.lacourt.org/online/civil> and click "Access Now" beside either Case Calendar – Civil or Case Access – Civil) to confirm that the date has not changed. NOTE: You will need the Case Number (20STCV36466) to access the Court's calendar or docket. At the present, the Final Approval Hearing may be attended in person or by telephone or video. However, if healthcare guidance and/or Orders of the Superior Court related to COVID-19 change between now and the Final Approval Hearing date, it is possible the Final Approval Hearing may be by video or telephone only. If you wish to attend the Final Approval Hearing, visit www.lacourt.org for status information as to in-person appearances and instructions on how to appear remotely if that option is mandated by circumstances at the time. As of the sending of this Notice, General Order 2021-GEN-023-00 is in effect at Los Angeles County Superior Courts and does not prohibit in-person appearances or require social distancing.

If the Settlement is not approved, no Class Member will receive payment, the Settlement Class will be decertified at that time, and the lawsuit will continue to be prepared for trial or other judicial resolution.

G. FURTHER INFORMATION

16. How Do I Get More Information?

This Notice provides a summary of the basic terms of the proposed Settlement. If you have more questions about this Notice or the litigation, you can contact Class Counsel, whose contact information is shown below, or call the Administrator at (____)_____. For the Settlement's complete terms and conditions, please consult the detailed Class Action Settlement Agreement and Release Between Plaintiff and Defendant (the "Agreement"), which is available for inspection and/or copying at the Clerk's Office of the Torrance Courthouse of the Superior Court of California, County of Los Angeles. You may also request a copy of the Agreement from Class Counsel at the phone number or address listed below or from the Settlement Administrator.

You may also view documents filed in this case, including the complete Agreement, on the Court's website at: <https://www.lacourt.org/documentimages/civilimages/publicmain.aspx>. NOTE: You will need the Case Number (20STCV36466) to access any court records relating to the Action. If you choose to access documents online, the Court will charge you a fee for access. Class Counsel or the Settlement Administrator can provide you with copies of the settlement documents at no charge.

PLEASE DO NOT TELEPHONE OR WRITE TO THE COURT, THE OFFICE OF THE CLERK, UNIFY, OR UNIFY'S ATTORNEYS TO INQUIRE ABOUT THE SETTLEMENT.

ATTORNEYS FOR PLAINTIFF AND THE CLASS:

Robert Drexler
Molly DeSario
Jonathan Lee
CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: *case specific number*
Email: *case specific email*

ATTORNEYS FOR UNIFY:

Glenn L. Briggs
Stanley G. Stringfellow II
KADING BRIGGS LLP
100 Spectrum Center Drive, Suite 800
Irvine, California 92618
Telephone: (949) 450-8040

VERY IMPORTANT:

1. If you move to a different address, you must immediately notify the Administrator of your new address and contact information. It is your responsibility to keep a current address on file with the Administrator to ensure receipt of your Settlement Payment.
2. **On receipt of your Settlement Payment check, YOU MUST CASH OR DEPOSIT IT WITHIN 180 DAYS FROM THE DATE OF THE CHECK. Do not delay. Checks not cashed or deposited before the expiration date (noted on the check) will be voided.**

EXHIBIT “D”

EXHIBIT “D”

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Robert J. Drexler, Jr. (SBN 119119)
Robert.Drexler@capstonelawyers.com
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5 CAPSTONE LAW APC
1875 Century Park East, Suite 1000
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Natasha Amaral

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11 NATASHA AMARAL, as an aggrieved
employee pursuant to the Private Attorneys
12 General Act ("PAGA"), on behalf of the State of
California and other aggrieved employees,

13 Plaintiff,

14 vs.

15 UNIFY FINANCIAL CREDIT UNION, a
16 federally chartered credit union; and DOES 1
through 10, inclusive,

17 Defendants.
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CASE NO. 20STCV36466

Assigned to the Hon. Gary Y. Tanaka

**[PROPOSED] ORDER GRANTING MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: August 15, 2022
Time: 8:30 a.m.
Place: Courtroom B

ORDER

On August 15, 2022, this Court conducted a hearing on Plaintiff's Motion for Preliminary Approval of the Class Action Settlement (the "Motion"). Having considered the Motion and the points and authorities submitted in support of the Motion, including the Class Action Settlement Agreement and Release between Plaintiff and Defendant ("Settlement Agreement"), attached with all exhibits thereto as Exhibit 1 to the Declaration of Raul Perez filed concurrently with the Motion, and **GOOD CAUSE** appearing, **IT IS HEREBY ORDERED** that the Motion is **GRANTED**, subject to the following findings and orders:

1. This Order incorporates by reference the Settlement Agreement and, unless indicated otherwise, all capitalized terms used herein will have the same meaning as set forth in the Settlement Agreement.

2. The Court preliminarily approves the Settlement Agreement, including all the terms and conditions set forth therein and the Class Settlement Amount and allocation of payments.

3. Pursuant to the Settlement Agreement and the parties' stipulation to same, Plaintiff's First Amended Complaint is hereby approved and deemed the operative complaint for purposes of settlement only.

4. For purposes of the settlement the Court finds that the proposed Settlement Class meets all the requirements for class certification of a settlement class, is sufficiently numerous and ascertainable, and there is a sufficiently well-defined community of interest among the Class Members in questions of law and fact.

5. Therefore, the Settlement Class shall be conditionally certified for settlement purposes only and shall consist of the following persons:

Settlement Class – All current and former hourly, non-exempt employees of UNIFY Financial Credit Union ("Defendant") in California from July 17, 2019 through January 7, 2022. Each individual member of the Settlement Class shall be referred to as a "Class Member."

6. The class action settlement set forth in the Settlement Agreement, entered into among the Parties and their counsel, is preliminarily approved as it appears to be proper, to fall within the range of reasonableness, to be the product of arm's-length and informed negotiations, to treat all Class Members fairly, and to be presumptively valid, subject only to any objections that may be raised at or before the final approval hearing.

1 7. The Court further finds that Plaintiff conducted extensive investigation and research and
2 that she was able to reasonably evaluate her position and the strengths and weaknesses of her claims and
3 her ability to certify them. Plaintiff has provided the Court with enough information about the nature and
4 magnitude of the claims being settled, as well as the impediments to recovery, to make an independent
5 assessment of the reasonableness of the terms to which the Parties have agreed.

6 8. The Court also finds that settlement now will avoid additional and potentially substantial
7 litigation costs, as well as delay and risks if the Parties were to continue to litigate the Action.

8 9. The Court further approves the procedures for Class Members to opt out of or object to
9 the settlement, as set forth in the Notice of Settlement and the Settlement Agreement. The rights of any
10 potential dissenters to the proposed Settlement are adequately protected in that they may exclude
11 themselves from the Settlement and proceed with any alleged claims they may have against Defendant
12 or they may object to the Settlement and appear before this Court. However, they must do so within the
13 timeframes and according to the procedures outlined in the Settlement Agreement and Notice of Class
14 Action Settlement.

15 10. The Court appoints Plaintiff Natasha Amaral as the Class Representative for the
16 Settlement Class conditionally certified by this Order.

17 11. The Court appoints Capstone Law APC as Class Counsel. The Court finds that counsel
18 have demonstrable experience litigating, certifying, and settling class actions, and will serve as adequate
19 counsel for the Class conditionally certified by this Order.

20 12. The Court approves and appoints CPT Group, Inc., as the Settlement Administrator,
21 which is hereby authorized to perform all of the duties, tasks, and other activities set forth in the
22 Settlement Agreement and the orders of the Court.

23 13. The Court approves, as to form and content, the proposed Notice of Proposed Class
24 Action Settlement (“Notice Packet”), attached as Exhibit C to the Settlement Agreement, and finds it is
25 sufficient to inform Class Members of the terms of and their rights under the Settlement Agreement,
26 including but not limited to their rights to object to the Settlement Agreement, to receive a payment
27 under the Settlement Agreement, or to elect not to participate in the settlement, and the processes for
28 doing so, and the date and location of the Final Approval Hearing and is therefore approved.

 14. The Court finds that the method selected for communicating the preliminary approval of

the Settlement Agreement to Class Members is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons entitled to notice, and thereby satisfies due process.

15. Accordingly, the Court directs the Settlement Administrator to mail, by First-Class U.S. mail, the Notice Packets to Class Members within 35 days of the parties' receipt of notice of this Order in accordance with the schedule set forth below and the other procedures described in the Settlement Agreement. The Settlement Administrator may format the Notice of Settlement for mailing purposes.

16. The following dates shall govern for purposes of this Settlement:

Date	Event
September 5, 2022 (or not later than 21 calendar days after the Court grants preliminary approval of the Settlement Agreement, if later)	Last day for Defendant to produce the Class List to the Settlement Administrator.
September 19, 2022 (or not later than 35 calendar days after the Court grants preliminary approval of the Settlement Agreement, if later)	Last day for the Settlement Administrator to mail Notice Packets to all Class Members.
November 3, 2022 (or not later than 45 calendar days after the Settlement Administrator mails the Notice Packets, if later)	Last day for Class Members to submit Requests for Exclusion or Objections to the Settlement.
November 23, 2022	Last day for Plaintiff to file the Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and a Class Representative Enhancement Payment.
December 21, 2022 at 8:30 a.m.	Hearing on Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and a Class Representative Enhancement Payment.

17. The Court expressly reserves the right to continue or adjourn the Final Approval hearing or hold the hearing remotely without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

18. A Final Approval Hearing will be held on December 21, 2022, at 8:30 a.m., to determine whether the Settlement should be granted final approval. At the Final Approval hearing, the Court will consider: (a) whether the Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement Agreement should be entered; and (c) whether Plaintiff's request for a service award, the costs of settlement administration, and Class Counsel's attorneys' fees and costs should be granted.

19. Counsel for the Parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the settlement and Plaintiff's request for service

1 payment, the costs of settlement administration, and Class Counsel's attorneys' fees and costs prior to the
2 Final Approval hearing according to the time limits set by the Code of Civil Procedure and the California
3 Rules of Court.

4 20. Counsel for the Parties are hereby authorized to use all reasonable procedures in
5 connection with the administration of the settlement which are not materially inconsistent with either this
6 Order or the terms of the Settlement Agreement.

7 21. In the event the settlement is not finally approved or otherwise does not become
8 effective in accordance with the terms of the Settlement Agreement, this Order shall be rendered null and
9 void and shall be vacated and the Parties shall revert to their respective positions as of before entering
10 into the Settlement Agreement. In such event, the First Amended Complaint shall be dismissed, without
11 prejudice to any later motion Plaintiff might bring to add class claims or otherwise amend her Complaint.

12 22. In the event the Final Judgment, this Order, or an Order Granting Final Approval of the
13 proposed Settlement is overturned, reversed, not affirmed in its entirety, or never becomes final, the
14 Settlement Date does not occur, or the Settlement Agreement is nullified or invalidated for any reason,
15 the fact that the Parties were willing to stipulate to class certification or for the substitution for purposes
16 of settlement shall have no bearing on, nor be admissible in connection with, any issue in this Action or
17 in any other action and neither the Parties nor their counsel will offer or refer to the Settlement
18 Agreement or any stipulations entered into for purposes of settlement in any subsequent proceeding in
19 the Action or any other action, including in any later motion amend her Complaint.

20 23. Neither this Order, the Settlement Agreement, or any related statements or proceedings
21 shall be construed or deemed an admission of liability, culpability, damage, or wrongdoing on the part of
22 Defendant or of the appropriateness of certification of the Class other than for settlement purposes.

23 24. Pending the Final Approval hearing or other order of this Court, all proceedings in this
24 action, other than proceedings necessary to carry out or enforce the terms and conditions of the
25 Settlement Agreement and this Order, are stayed.

26 **IT IS SO ORDERED.**

27 Dated: _____

28 _____
Hon. Gary Y. Tanaka
Los Angeles County Superior Court Judge