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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

EDNA GUADARRAMA, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

POINT LOMA CREDIT UNION, a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 37-2019-00038173-CU-OE-CTL

*[Assigned for all purposes to The Honorable
Ronald F. Frazier, Dept. C-65]*

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

Action Filed: July 23, 2019
Trial Date: None Set

1 This Joint Stipulation of Class Action Settlement (“Joint Stipulation” or “Settlement”) is
2 between Plaintiff Edna Guadarrama, in her individual capacity, as class representative, and as a
3 private attorney general (“Plaintiff”) on one hand, and Defendant MyPoint Credit Union (formerly
4 known as Point Loma Credit Union) (“Defendant”), on the other hand. This Joint Stipulation binds
5 Plaintiff and the class she seeks to represent, and Defendant, subject to the terms and conditions set
6 forth below and the approval of the Court.

7 **I. DEFINITIONS**

8 To the extent any terms or phrases used in this Joint Stipulation are not specifically defined
9 in this section (i.e., Section I), but are defined elsewhere in this Joint Stipulation, they are
10 incorporated herein by reference.

11 1. “Action” means the class actions filed by the above-referenced Plaintiff against
12 Defendant, pending in the Superior Court of the State of California, County of San Diego.

13 2. “Class” or “Class Members” means all current and former non-exempt employees
14 employed by Defendant in California between July 23, 2015 and December 1, 2020.

15 3. “Class Member” means a single, current or former non-exempt employee who
16 worked for Defendant in California during the Class period.

17 4. “Class Counsel” means Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of
18 Lawyers for Justice, P.C. and Heather Davis and Amir Nayebdadash of Protection Law Group,
19 LLP.

20 5. “Class Period” means from July 23, 2015, to December 1, 2020.

21 6. “Complaint” means the operative complaint(s) filed by Plaintiff in the Action and
22 all amendments thereto.

23 7. “Defendant” means MyPoint Credit Union, formerly known as Point Loma Credit
24 Union, and any of its officers, directors, owners, agents, assigns, employees, parent entities,
25 subsidiaries, affiliates, entities under whose name they conduct business, predecessors, and
26 successors.

27 8. “Effective Date” means the date by which the Court’s order granting Final Approval
28 of this Joint Stipulation becomes final. Such order becomes final upon the following events: (i)

upon the Court issuing an order granting Final Approval of this Joint Stipulation if no objections to the Settlement are filed, or if an objection is filed but is withdrawn prior to the Court's Final Approval Hearing; or (ii) in the event there are written objections filed prior to the final approval hearing which are not thereafter withdrawn prior to the hearing, the later of the following events: (a) the day after the last day by which a notice of appeal of the order may be timely filed with the California Court of Appeal, and none is filed; (b) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal's decision passes and no further review is requested; (c) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (d) if review is accepted, the day the Supreme Court of the State of California affirms the Settlement.

9. "Final Approval" means the date upon which the Court enters an order granting approval of this Joint Stipulation, after having determined that the Settlement is fair, adequate, and reasonable to the Class following notice to the Class and a hearing on the fairness of the Settlement.

10. "Final Approval Hearing" means the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Joint Stipulation, after which the Court will enter its order approving the Joint Stipulation finally.

11. "Gross Settlement Amount" means \$575,000 that Defendant will pay to resolve this Action, on a non-claims-made and non-reversionary basis. The Gross Settlement Amount is all-inclusive. The following costs will be deducted from the Gross Settlement Amount: (1) attorney fees and costs (Defendant will not oppose Class Counsel's request for attorney fees amounting to 35% of the Gross Settlement Amount, or \$201,250, and a maximum of \$35,000 in litigation costs); (2) settlement administration fees (not to exceed \$4,000); (3) service award to Plaintiff of \$8,000 and (4) \$60,000 for penalties under PAGA (75% (\$45,000) of which will go to the California Labor & Workforce Development Agency ("LWDA") and 25% (\$15,000) will be distributed to Class Members employed during the PAGA Period, as described below. Defendant will pay the

1 employer's portion of the payroll taxes separately from and in addition to the Gross Settlement
2 Amount. The Settlement Administrator will deposit any deductions from the above allocations into
3 the Settlement Fund Account and will be included in the Net Settlement Amount for distribution to
4 Participating Class Members.

5 12. "Net Settlement Amount" means the net amount available for payment of claims to
6 Participating Class Members after deducting the above-referenced costs from the Gross Settlement
7 Amount. For example, if the Court approves \$201,250 in attorney fees, \$35,000 in costs, \$4,000 in
8 settlement administration fees, \$8,000 in service award, and \$60,000 for PAGA penalties, the Net
9 Settlement Amount will be \$262,750 ($\$575,000 - \$201,250 - \$35,000 - \$4,000 - \$8,000 - \$60,000 =$
10 $\$266,750$). If the Court approves a lesser amount of any of the above-referenced costs, the Net
11 Settlement Amount will increase proportionately. For example, if the Court only approves
12 \$189,750 in attorney fees and \$30,000 in costs, the Net Settlement Amount will be \$283,250
13 ($\$575,000 - \$189,750 - \$30,000 - \$4,000 - \$8,000 - \$60,000 = \$279,250$). In other words, any
14 reductions from the above-referenced costs will increase the Net Settlement Amount proportionally
15 – also referred to herein as the "Payout Fund."

16 13. "Opt Out" means all persons who timely and validly request exclusion from the
17 Class.

18 14. "PAGA Payment" means the amount the Parties agree to allocate to settle claims
19 arising under PAGA. The Parties agree to allocate \$60,000 to resolve of the PAGA claims: 75% of
20 this amount (\$45,000) to the LWDA in accordance with Labor Code sections 2698 *et seq.* and 25%
21 of this amount (\$15,000.00) to Class Members employed during the PAGA Period. Class Members
22 will receive payment from the employee portion of the PAGA Payment regardless of their decision
23 to participate in the class action if the Court approves the PAGA Payment.

24 15. "PAGA Period" means the time from July 23, 2018, to December 1, 2020.

25 16. "Parties" means Plaintiff and Defendant.

26 17. "Participating Class Members" means all person who do not submit a timely and
27 valid request for exclusion from the Class.
28

1 18. “Preliminary Approval” means the date upon which the Court enters an order
2 granting preliminary approval of this Joint Stipulation.

3 19. “Preliminary Approval Hearing” means the hearing held on the Motion for
4 Preliminary Approval of the Joint Stipulation.

5 20. “Released Claims” means all claims for wages, damages, liquidated damages,
6 penalties, benefits, fringes, interest, attorney fees, litigation costs, restitution, or equitable relief,
7 which Plaintiff, the Class, and/or any Class Member had, or may claim to have, against any of the
8 Released Parties, that were alleged or could have been alleged arising out of the facts and primary
9 rights at issue in Complaint during the Class Period, including claims for (1) Violation of
10 California Labor Code sections 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor
11 Code sections 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor
12 Code section 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code
13 sections 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor
14 Code sections 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code
15 section 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code
16 section 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code section
17 1174(d) (Failure To Keep Requisite Payroll Records); (9) Violation of California Labor Code
18 sections 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Business
19 & Professions Code sections 17200, et seq.; and, (11) all claims under PAGA or for civil penalties
20 that could have been premised on the claims, causes of action or legal theories described above or
21 any of the claims, causes of action or legal theories of relief pleaded in the Complaint, including
22 but not limited to Labor Code sections 210, 226.3, 1197.1, 558, and 2699. The Released Claims
23 expressly exclude claims for vested benefits, wrongful termination, unemployment insurance,
24 disability, social security, workers’ compensation, and class claims outside of the Class Period.

25 21. “Released Parties” means Defendant and all of its past and present owners, officers,
26 directors, shareholders, employees, agents, assigns, attorneys, insurers, brands and concepts, parent
27 companies, subsidiaries, and affiliates, and their respective predecessors, successors, assigns, and
28 any individual or entity that could be jointly liable with Defendant, without limitation.

1 22. “Settlement Administrator” means Simpluris.

2 23. “Settlement Administrator’s Fees” means all fees, costs, and expenses relating to the
3 administration of the Settlement, including without limitation, printing and mailing Class Notice
4 Forms, receiving and processing Opt-Outs, calculating and determining payments and percentages,
5 regularly updating counsel on the status of administration, and the accounting and maintenance of
6 the Settlement Fund Account, not to exceed \$4,000.

7 24. “Settlement Fund Account” means the bank account established under the Joint
8 Stipulation from which the Settlement Administrator will pay all monies payable under this Joint
9 Stipulation, as set forth herein.

10 25. “Workweek” shall mean any calendar week (i.e. a week beginning on Sunday and
11 ending on Saturday) in which a Class Member worked at least one day.

12 **II. “PRE-TRIAL PROCEEDINGS AND NEGOTIATIONS**

13 **A. Discovery, Investigation, and Research**

14 The Parties investigated facts and law throughout the Action. Investigation included the
15 exchange of information, documents and data under informal discovery. It also included preparing
16 for and attending a full-day mediation with Mark Rudy, where the Parties eventually reached a
17 settlement after extensive negotiations.

18 The Parties investigated relevant law as applied to the facts of the case, potential defenses,
19 and damages claimed by Plaintiff on behalf of herself and the Class. Discovery largely focused on
20 Plaintiff’s allegations that Class Members were not paid all wages owed, including overtime and
21 minimum wages, were not provided with all meal and rest breaks under California law, received
22 improper wage statements, and were not paid all owed and due wages upon separation of
23 employment. Information and data exchanges included significant samplings of Class Members’
24 dates of employment, time records, wage statements, as well as Defendant’s applicable policies.
25 The Parties conducted their own evaluations of the potential recoveries based on the claims alleged
26 in the Action and the defenses at issue.

1 **B. Allegations of the Class Representatives and Benefits of Settlement**

2 The Parties entered into this Joint Stipulation after arm's length bargaining by the Parties
3 with the assistance of an experienced mediator and after Class Counsel thoroughly reviewed the
4 available evidence. The information exchanged between the Parties allowed them to assess the
5 merits of the claims and defenses, and to reach a compromise of the issues.

6 Plaintiff and Class Counsel all contend the claims asserted in the Action have merit.
7 However, they also acknowledge the expense and delay of continued litigation. Class Counsel
8 considered the uncertain outcome and risk of litigation, and the difficulties and delays inherent in
9 such litigation. Class Counsel also considered the potential difficulty maintaining the Action as a
10 class action and the likelihood of appeals. In addition, Class Counsel considered Defendant's
11 defenses.

12 Class counsel determined this Joint Stipulation confers substantial benefit to the Class and
13 respectfully submits that an independent review by the Court will confirm this conclusion. Class
14 Counsel has determined that this Joint Stipulation is in the best interests of Plaintiff and the Class
15 Members.

16 **C. Defendant's Denial of Wrongdoing, Defenses, and Benefits of Settlement**

17 Defendant generally denies all claims alleged in the Action and further denies class or
18 representative treatment is appropriate for any purpose other than this Settlement. Defendant
19 contends it complied with all applicable laws, whether California or federal law. Defendant also
20 contends many of Plaintiff's claims fail as a matter of law. It is therefore also Defendant's position
21 that if litigation continued, the Court would not grant class certification. Defendant contends that
22 Plaintiff is not an adequate class representative, her claims are not typical of the Class, and
23 individual issues predominate over common ones for many claims. However, Defendant has
24 concluded further litigation would be protracted and expensive. Thus, Defendant determines it is
25 desirable to settle the Action in the manner and upon the terms and conditions herein.

26 **D. Intent of the Settlement**

27 This Joint Stipulation intends to achieve the following: (1) entry of an order approving the
28 Joint Stipulation, conditionally certifying the Class, and granting the monetary relief set forth

herein; (2) entry of judgment on Plaintiff's alleged claims; and (3) discharge of Released Parties from liability for all Released Claims.

III. PROCEDURAL ISSUES

A. Preliminary Approval

Class Counsel will submit this Joint Stipulation to the Court with a Motion for Preliminary Approval of Class Action Settlement. Defendant will not oppose the Motion.

B. Settlement Administrator

The Settlement Administrator will handle: (1) preparing, printing, and mailing simultaneously the Notice of Class Action Settlement in substantially the same form as the attached **Exhibit 1** ("Class Notice" or "Notice") in English; (2) receiving and reviewing any Opt-Outs; (3) calculating payments under the Settlement; (4) handling inquiries from Class Members concerning the Notice; (5) resolving any workweek disputes; (6) providing weekly status reports to Defendant's counsel and Class Counsel regarding the mailings, Opt-Outs, and settlement payments; (7) distributing settlement payments to Class Members and payment to other parties under the terms of this Joint Stipulation; (8) providing due diligence declarations for submission to the Court, as needed; (9) printing and providing Class Members and Plaintiff with tax forms as required under this Joint Stipulation and applicable law, and providing copies of the same to Defendant; (10) sending, and/or responding to submissions of Opt-Outs, or contact information updates; and (11) such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform.

The Settlement Administrator will skip trace and re-mail all returned, undeliverable mail within seven days of receiving notice the mailing was undeliverable. The Settlement Administrator will also handle payment of Class Counsel's attorney fees and costs as approved by the Court, and payment of PAGA penalties to the LWDA. The Settlement Administrator will also handle the distribution of any remaining amounts from uncashed checks in accordance with the procedures set forth below. Settlement Administrator's Fees will come from the Gross Settlement Amount.

C. Notice to Class Members

Class Members will receive Notice as follows:

1 Within 14 calendar days of Preliminary Approval, Defendant will provide the Settlement
2 Administrator with the following information about each Class Member: (1) name; (2) last known
3 mailing address and telephone number; (3) Social Security Number; (4) dates of employment; and
4 (5) total workweeks worked during the Class Period (collectively, "Class Data"). This information
5 will otherwise remain confidential and will not be disclosed to anyone (including Class Counsel,
6 Plaintiff, or any other Class Members), except as required to applicable taxing authorities, in order
7 to carry out the class notice process, or pursuant to Defendant's express written authorization or by
8 order of the Court. Except as specifically provided herein, the Settlement Administrator will not
9 disclose the Class Data to Class Counsel, Plaintiff, or any other Class Members without the express
10 written consent of Defendant.

11 Within 14 calendar days after the Settlement Administrator's receipt of the Class Data, it
12 will calculate the estimated payout to the individual Class Members, assuming all Class Members
13 participate in the Settlement, and it will mail the Notice to such Class Members via first-class
14 regular U.S. mail.

15 Prior to mailing, the Settlement Administrator will perform a search based on the National
16 Change of Address Database for information to update and correct any known or identifiable
17 address changes. If the Settlement Administrator has not received a returned Notice within 30 days
18 of mailing, it will create conclusive presumption the Class Member received the Notice. If a new
19 address is obtained by way of a returned Notice or otherwise, then the Settlement Administrator
20 will promptly forward the original Notice to the updated address via first-class regular U.S. mail,
21 indicating on the original packet the date of such re-mailing.

22 A returned Notice will be forwarded only once by the Settlement Administrator. Upon
23 completion of these steps by the Settlement Administrator, the Parties will have satisfied their
24 obligation to provide notice of the Settlement to Class Members. All terms of this Settlement, the
25 Final Approval, and the Final Judgment will bind such persons, unless they validly Opt-Out of the
26 Class.

1 **D. Procedure for Opting-Out of Class**

2 The Class Notice also will provide that Class Members who wish to exclude themselves
3 from the Class who wish to exclude themselves from the Settlement must mail to the Settlement
4 Administrator a signed and dated request for exclusion from the Class within 45 days after the date
5 the Notice was mailed (“Response Deadline”), unless the Court orders otherwise. All requests for
6 exclusion must comply with the instructions in the Class Notice, must be made in writing, signed
7 by the Class Member, and must be submitted by postal mail. The delivery date is the date the Class
8 Member deposits the request for exclusion in the U.S. Mail as evidenced by the postmark.

9 A request to be excluded from the Class will be deemed valid only if: (1) the Class Member
10 completed, dated, and signed the request for exclusion by the Response Deadline; (2) the request
11 for exclusion includes the Class Member’s name, address, and last four digits of the Social Security
12 Number; and (3) the written request for exclusion includes a clear statement regarding the Class
13 Member’s intent to be excluded from the Settlement.

14 Any Class Member who timely submits a request for exclusion will not be entitled to
15 recovery under the Settlement and the Settlement, judgment, or order in this Action will bind the
16 Class Member. Nor will they be able to object, appeal, or comment on the Settlement. Class
17 Members who fail to make a request for exclusion properly, as provided for in the Class Notice, the
18 Settlement will bind the Class Member, and any judgment and order entered in the Action.

19 The Settlement Administrator will provide counsel for the Parties with weekly updates
20 about Class Members who request exclusion from the Class and will identify to the Parties the
21 individuals who have opted-out of the Settlement so the Parties can exclude them from the Final
22 Judgment.

23 **E. Procedure for Disputing Workweeks**

24 The Settlement Administrator’s determination of eligibility for, and the amounts of, any
25 settlement payment under this Joint Stipulation will be conclusive, final, and binding on all Parties,
26 including all Class Members. To dispute the credited number of workweeks, a Class Member must
27 timely produce evidence to the Settlement Administrator showing that the workweek information is
28 inaccurate by the Response Deadline. The delivery date is the date the Class Member deposits the

1 dispute in the U.S. Mail as evidenced by the postmark. The Settlement Administrator shall decide
2 the dispute. The Settlement Administrator will presume Defendant's records are correct, but it will
3 evaluate the evidence submitted by the Class Member. If Plaintiff or Defendant disagree with the
4 decision, the Parties shall submit the dispute to the Court.

5 **F. Procedure for Objecting to Settlement**

6 Any Class Member who seeks to object to the Settlement may serve a copy of the objection
7 to the Settlement Administrator. Any Class Member may also object by appearing either in person
8 or by attorney at the Final Approval Hearing. Participating Class Members must serve written
9 objections by the Response Deadline and must include the class member's name, current address,
10 telephone number, the reason(s) for the objection, the name and number of the case, *Guadarrama*
11 *v. Point Loma Credit Union*, case no. 37-2019-00038173-CU-OE-CTL, and whether the Class
12 Member intends to appear at the final approval hearing. Neither the Parties nor their respective
13 counsel will solicit or otherwise encourage any Class Member, directly or indirectly, to object to
14 the Settlement, or appeal from the Final Judgment. The Settlement Administrator will provide
15 counsel for the Parties with weekly updates about Class Members who object to the Settlement.

16 **G. Final Approval**

17 At the Final Approval Hearing, Class Counsel will move the Court for the entry of
18 judgment, incorporating the Joint Stipulation. Class Counsel will seek approval of the Joint
19 Stipulation as being fair, adequate, and reasonable to the Class Members. The Judgment shall
20 identify the individuals, if any, who submit timely and valid Opt-Outs. Class Counsel and
21 Defendant's counsel will submit to the Court such pleadings and evidence as required for the
22 Court's determination.

23 No later than 14 calendar days before the Final Approval Hearing, the Settlement
24 Administrator will serve on Class Counsel and Defendant's counsel, for filing with the Court in
25 support of Plaintiff's motion for final approval of the Settlement, a declaration of due diligence
26 setting forth its compliance with its obligations under this Joint Stipulation.

1 **IV. SETTLEMENT TERMS**

2 **A. Gross Settlement Amount and Settlement Payments**

3 To settle the Released Claims in the Action, Defendant will pay up to the aggregate Gross
4 Settlement Amount on an all-inclusive, non-reversionary basis. Except for employer-side payroll
5 taxes on the wage portion of Participating Class Members individual settlement payments,
6 Defendant will not have to contribute additional sums to fund the Settlement or otherwise resolve
7 this action. All Class Members will be eligible to participate in the Settlement. Class Members will
8 receive a pro-rata share of the Net Settlement Amount under a workweek formula, as set forth
9 below.

10 **B. Increase in Gross Settlement Amount**

11 Defendant believes the Class Members worked approximately 23,926 workweeks in the
12 Class Period. If the number of workweeks in the Class Period exceeds 23,926 by more than 10%,
13 the Gross Settlement Amount will increase by a proportionate percentage for all additional
14 workweeks above the ten percent allowance (e.g., if the number of workweeks is 12% greater than
15 23,926, the Gross Settlement Amount will increase by an additional 2%).

16 **C. Establishment of Settlement Fund Account**

17 Within seven days of Final Approval, the Settlement Administrator will establish the
18 Settlement Fund Account in a non-interest bearing transaction-account at a FDIC-insured
19 institution designated by Defendant with at least one branch in California. The Settlement
20 Administrator shall also provide Defendant with the total amount required to fund the Settlement.

21 **D. Allocation of Settlement Proceeds**

22 The Gross Settlement Amount is inclusive of and the Settlement Administrator will allocate
23 it as follows:

- 24 i. The Fee Award, which is the amount the Court awards to Class Counsel for their
25 attorney fees, in an amount not exceeding 35% (\$201,250) of the Gross Settlement Amount;
- 26 ii. The Cost Award, which is the amount the Court awards to Class Counsel for their
27 reasonable litigation costs, in an amount not exceeding \$35,000;
- 28 iii. The Service Award to Plaintiff in the amount of \$8,000;

1 iv. The Settlement Administrator's Fees, as approved by the Court, in an amount not
2 exceeding \$4,000;

3 v. PAGA penalties in an amount not to exceed \$60,000 (75% of which will go to the
4 LWDA and 25% to Class Members employed during the PAGA Period);

5 vi. The Payout Fund, which is the total money available for payout to Participating
6 Class Members after deducting the above amounts;

7 vii. Payment to Participating Class Members from the Net Settlement Amount shall be
8 1/3 penalties, 1/3 interest, and 1/3 wages;

9 viii. Payment to eligible Class Members for their share of PAGA Payment shall be 100%
10 penalties.

11 If the Court approves a lesser amount of any of the above-referenced costs or penalties, the
12 Payout Fund will increase proportionately. No funds will revert to Defendant.

13 **E. Distribution of Settlement Proceeds**

14 The Settlement Administrator will keep Defendant's counsel and Class Counsel apprised of
15 all distributions from the Settlement Fund Account. No person will have any claim against
16 Defendant, Defendant's counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on
17 distributions and payments made under this Joint Stipulation. Distribution of the Gross Settlement
18 Amount will be as follows:

19 **1. Initial Payment**

20 Within 14 calendar days after the Effective Date, Defendant shall provide the Settlement
21 Administrator with the Gross Settlement Amount. Within seven calendar days after receiving the
22 Gross Settlement Amount from Defendant, the Settlement Administrator will pay the Fee Award,
23 the Cost Award, the portion of the PAGA Payment to the LWDA, Plaintiff's Service Award, and
24 the Settlement Administrator's Fees, based on the Final Judgment entered by the Court after the
25 Final Approval Hearing. The Settlement Administrator will calculate and distribute the remainder
26 of the Gross Settlement Amount, as set forth below.

1 **2. Payout to Participating Class Members**

2 The Settlement Administrator will calculate the individual settlement payments to Class
3 Members who do not submit valid Opt-Outs. The Settlement Administrator will calculate the total
4 workweeks for all Participating Class Members by adding the number of workweeks worked by
5 each Participating Class Member during the Class Period. The Settlement Administrator will divide
6 the respective workweeks for each Participating Class Member by the total workweeks for all
7 Participating Class Members, resulting in the payment ratio for each Participating Class Member.
8 The Settlement Administrator will multiply each Participating Class Member's payment ratio by
9 the Net Settlement Amount to calculate each Settlement Class Member's estimated share of the Net
10 Settlement Amount. The Settlement Administrator will apportion Participating Class Members'
11 settlement payments as follows: 1/3 as wages, 1/3 for interest, and 1/3 for penalties. The amounts
12 paid as wages shall be subject to all tax withholdings customarily made from employee's wages
13 and all other authorized and required withholdings, reported by W-2 forms. The Settlement
14 Administrator will issue the appropriate federal and state tax forms.

15 The Settlement Administrator will pay the settlement payments to Participating Class
16 Members within 21 calendar days after the Effective Date. It is expressly understood and agreed
17 that the receipt of settlement payments will not entitle any Participating Class Member to
18 additional or derivative compensation or benefits under any company bonus, contest, or other
19 compensation or benefit plan or agreement in place during the Class Period, nor will it entitle any
20 Participating Class Member to any increased retirement, 401k benefits or matching benefits, or
21 deferred compensation benefits. It is the intent of the Parties that the settlement payments provided
22 for in this Joint Stipulation are the sole payments to be made by Defendant to the Participating
23 Class Members for the Released Claims, and that the Participating Class Members are not entitled
24 to any additional or derivative compensation or benefits as a result of having received the
25 settlement payments (notwithstanding any contrary language or agreement in any benefit or
26 compensation plan document that might have been in effect during the period covered by this
27 Settlement).

1 **3. Payout of Employee Portion of PAGA Payment**

2 Class Members employed during the PAGA Period shall receive a payment from the 25%
3 portion of funds allocated for PAGA Penalties. The Settlement Administrator will calculate the
4 total workweeks for all Class Members employed during the PAGA Period by adding the number
5 of workweeks worked by each Class Member during the PAGA Period. The Settlement
6 Administrator will divide the respective workweeks for each Class Member employed during the
7 PAGA Period by the total workweeks for all Class Members employed during the PAGA Period.
8 The Settlement Administrator will multiply the ratio by the employee portion of the PAGA
9 Payment to calculate each eligible Class Member's estimated share of the PAGA Payment. Eligible
10 Class Members shall receive this payment regardless of whether they opt out of the participation
11 regarding the class claims.

12 **F. Uncashed Checks**

13 Settlement checks issued to Class Members will expire 180 days after the date the
14 Settlement Administrator issues them. Any check not cashed within 180 calendar days will be void.
15 The Settlement Administrator will provide the Parties with a report of uncashed checks. After
16 receipt of the report, within 30 days after the check stale date, the Settlement Administrator shall
17 cancel the money from the uncashed checks, plus any interest accrued thereon, and it shall transmit
18 the funds associated with such cancelled checks to the State Controller's Unclaimed Property Fund
19 in the name of the respective Class Member(s).

20 **G. Fee Award**

21 Defendant will not oppose a request for attorney fees up to 35% (\$201,250) of the Gross
22 Settlement Amount. Defendant will not be obligated to pay any attorney fees of Class Counsel,
23 Plaintiff, or Class Members above this amount. Class Counsel will submit an attorney fee
24 application to the Court with supporting documentation. The Court will rule on it by at the Final
25 Approval Hearing. The Court will determine the Fee Award. If the Court reduces the Fee Award,
26 the other terms of the Settlement will remain in effect and any such reduction will not affect the
27 remaining terms, other than adjusting the Net Settlement Amount.

1 **H. Cost Award**

2 Defendant will not oppose a request for reasonable litigation expenses not to exceed
3 \$35,000. Defendant will not be obligated to pay any costs of Class Counsel, Plaintiff, or Class
4 Members above the amount approved by the Court or \$35,000, whichever amount is less. Class
5 Counsel will submit a request for costs to the Court with supporting documentation. The Court will
6 rule on it by at the Final Approval Hearing. The Court will determine the Cost Award. If the Court
7 reduces the Cost Award, the other terms of the Settlement will remain in effect and any such
8 reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount.

9 **I. Service Award to Plaintiff**

10 Defendant agrees not to oppose or object to any application or motion by Plaintiff for a
11 service award payment of \$8,000 for Plaintiff. The Service Award is in exchange for the General
12 Release of the Plaintiff's individual claims and for her time, effort and risk in bringing and
13 prosecuting the Action. The Settlement Administrator shall reallocate any portion of the requested
14 Service Award not awarded to Plaintiff to the Net Settlement Amount and distribute to
15 Participating Class Members as provided herein.

16 **J. Settlement Administrator Fees**

17 The Parties agree settlement administration costs will come from the Gross Settlement
18 Amount, subject to approval by the Court, not to exceed \$4,000. If the Court reduces the
19 administration costs, the other terms of the Settlement will remain in effect and any such reduction
20 will not affect the remaining terms, other than adjusting the Net Settlement Amount.

21 **K. PAGA Penalties**

22 The Parties agree to allocate \$60,000 of the Gross Settlement Amount to the resolution of
23 all claims for penalties under PAGA during the PAGA Period. Under Labor Code section 2699(i),
24 75% of that amount to the LWDA. The Settlement Administrator will pay this amount within 14
25 days after the Effective Date. The Settlement Administrator will pay the other 25% to Class
26 Members employed during the PAGA Period as set forth above.

27 **L. Defendant's Fees and Costs**

28 Defendant will bear its own fees and costs.

1 **V. RELEASE OF CLAIMS BY THE CLASS**

2 Upon the Effective Date, Plaintiff and all Participating Class Members will release the
3 Released Parties of and from all of the Released Claims during the Class Period. All Class Member
4 shall release claims arising under PAGA during the PAGA Period, regardless of their decision to
5 participate in or Opt-Out of the Settlement.

6 **VI. RELEASE OF CLAIMS BY PLAINTIFF**

7 Upon the Effective Date, Plaintiff will release the Released Parties of and from all of the
8 Released Claims during the Class Period, as set forth above.

9 Plaintiff will also execute a separate Settlement and Release of all known and unknown
10 claims, which will include a waiver of all rights under California Civil Code section 1542.
11 Plaintiff's individual settlement is contingent upon Final Approval by the Court.

12 **VII. NULLIFICATION OF THE JOINT STIPULATION**

13 If (a) the Court should for any reason fail to enter a judgment in the Action, or (b) the
14 judgment is reversed, modified, or declared or rendered void, this Joint Stipulation will be null and
15 void, and neither this Joint Stipulation, nor any of the related negotiations or proceedings, will be
16 of any force or effect or admissible in any proceeding, and all Parties will stand in the same
17 position, without prejudice, as if the Joint Stipulation had not been entered into or filed.
18 Invalidation of any material portion of this Joint Stipulation will invalidate this Joint Stipulation in
19 its entirety, unless the Parties subsequently agree in writing that the remaining provisions of the
20 Joint Stipulation are to remain in full force and effect or unless as otherwise set forth above.

21 If the number of Class Members who submit valid Opt-Outs exceeds 10%, Defendant may
22 rescind this Joint Stipulation. If Defendant rescinds, it must do so in writing to Class Counsel
23 within 14 calendar days after the Settlement Administrator notifies the Parties of the total number
24 of valid Opt-Outs received by the Response Deadline.

25 **VIII. DUTIES OF THE PARTIES**

26 **A. Mutual Full Cooperation**

27 The Parties agree to cooperate to accomplish and implement the terms of this Joint
28 Stipulation. Such cooperation will include, but is not necessarily limited to, execution of such other

documents and taking such other actions as may be reasonably necessary to fulfill the terms of this Joint Stipulation. The Parties will use their best efforts, including all efforts contemplated by this Joint Stipulation and any other efforts that may become necessary by court order, or otherwise, to effectuate this Joint Stipulation and the terms set forth herein. As soon as practicable after execution of this Joint Stipulation, Class Counsel, with the cooperation of Defendant and its counsel, will try to secure Preliminary Approval and Final Approval.

B. Duty to Support and Defend the Settlement

The Parties agree the Settlement is fair, adequate, and reasonable and will so represent to the Court. In addition, the mediator (Mark Rudy) may execute a declaration supporting the Settlement. The Parties agree to abide by all terms of the Joint Stipulation in good faith and to support the Joint Stipulation fully, and to use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

IX. MISCELLANEOUS PROVISIONS

A. No Media Comments of Publicity

If contacted by the media, the Parties and the Parties' Counsel will merely inform that the case has been resolved, and refer to the public filings. In addition, there shall be no public statements to the media or press releases with regard to the Action or the terms of this Joint Stipulation.

B. Waiver of Appeals

The Parties and Class Members agree to waive any appellate rights; provided, however, Plaintiff may appeal any reduction in the attorney fees and/or cost award.

C. No Admission of Liability

This Joint Stipulation is not an admission of liability by Defendant or any of the Released Parties.

D. Non-Disparagement

Plaintiff and Class Counsel agree not to publicly disparage Defendant or any of the Released Parties. Defendant agrees that it will adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event that any potential or future employers of

1 Plaintiff request a reference regarding Defendant's employment of Plaintiff, Defendant shall only
2 provide the requested Plaintiff's dates of employment, job titles during employment, and final rate
3 of pay. Defendant shall not refer to the Action or this Settlement.

4 **E. Construction**

5 The Parties agree this Joint Stipulation resulted from lengthy, intensive, arm's-length
6 negotiations, and the Court should not construe it for or against any party for any reason.

7 **F. Choice of Law**

8 The Parties intend the law of California to govern this Joint Stipulation, without regard to
9 conflicts of law principles. The Court will retain continuing jurisdiction to enforce the Settlement.

10 **G. Captions and Interpretations**

11 The Parties inserted paragraphs, titles, and captions as a matter of convenience and for
12 reference only, and in no way to define, limit, extend, or describe the scope of this Joint Stipulation
13 or any provision thereof.

14 **H. Modifications**

15 This Joint Stipulation may not be changed, altered, or modified, except in writing signed by
16 counsel for the Parties and approved by the Court. The Parties can only discharge this Joint
17 Stipulation by performance under its terms or by a writing signed by them.

18 **I. Integration Clause**

19 The Parties merge all prior or contemporaneous agreements, understandings,
20 representations, and statements, whether oral or written. The Parties cannot waive any rights under
21 this Joint Stipulation except in writing.

22 **J. Successors and Assigns**

23 This Joint Stipulation will be binding upon and inure to the benefit of the Parties and their
24 respective heirs, trustees, executors, administrators, successors, and assigns.

25 **K. Class Counsel Signatories**

26 Because the Class Members are so numerous, the Parties agree it is impossible or
27 impractical to have each Class Member sign this Joint Stipulation. Class Counsel and Plaintiff may
28 execute his Joint Stipulation on behalf of the Class.

1 **L. Plaintiff's Waiver of Right to be Excluded or Object**

2 Plaintiff agrees not to Opt-Out of the Class and agree not to object to any terms of this Joint
3 Stipulation. Non-compliance by Plaintiff with this paragraph will be void and of no force or effect.
4 Any such request for exclusion or objection by Plaintiff will therefore be void and of no force or
5 effect.

6 **M. Execution in Counterparts**

7 This Joint Stipulation will become effective upon its execution by all of the undersigned.
8 The Parties may execute this Joint Stipulation in counterparts, and execution of counterparts will
9 have the same force and effect as if all Parties signed the same instrument.

10 *[Signatures on Next Page]*
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PLAINTIFF

Dated: 08/10/2021

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EDNA GUADARRAMA

DEFENDANT

Dated: _____

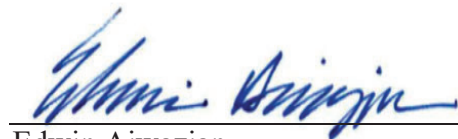
Dave Brooke
Janet Mainenti
Authorized to sign on behalf of Defendant,
MYPOINT CREDIT UNION (formerly
known as Point Loma Credit Union)

APPROVED ONLY AS TO FORM

Date: 08/17/2021

LAWYERS FOR JUSTICE, PC

By: _____



Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh

Attorneys for Plaintiff EDNA GUADARRAMA

Date: 8/18/2021

PROTECTION LAW GROUP,LLP

By: _____



Heather Davis

Attorneys for Plaintiff EDNA GUADARRAMA

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PLAINTIFF

Dated: _____

EDNA GUADARRAMA

DEFENDANT

Dated: August 10, 2021



Dave Brooke
Janet Mainenti
Authorized to sign on behalf of Defendant,
MYPOINT CREDIT UNION (formerly
known as Point Loma Credit Union)

APPROVED ONLY AS TO FORM

Date: _____

LAWYERS FOR JUSTICE, PC

By: _____
Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh

Attorneys for Plaintiff EDNA GUADARRAMA

Date: _____

PROTECTION LAW GROUP,LLP

By: _____
Heather Davis

Attorneys for Plaintiff EDNA GUADARRAMA

1 Dated: August 10, 2021

2 OGLETREE, DEAKINS, NASH, SMOAK &
3 STEWART, P.C.

4
5 By: 

6 Chris M. Olmstead
7 Spencer C. Skeen
8 Tim L. Johnson
9 Cameron O. Flynn

10 Attorneys for Defendants MYPOINT CREDIT
11 UNION (formerly known as Point Loma Credit
12 Union)

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