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

MELISA REYES, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

SCE FEDERAL CREDIT UNION, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 21STCV09629

Honorable Elihu M. Berle
Department 6

CLASS ACTION

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

[Notice of Motion and Motion for Preliminary
Approval of Class Action Settlement;
Declaration of Proposed Class Counsel
(Elizabeth Parker-Fawley), Class Representative
(Melisa Reyes) filed concurrently herewith]

Date: July 12, 2024
Time: 9:00 a.m.
Department: 6

Complaint Filed: March 11, 2021
FAC Filed: August 16, 2021
Trial Date: None Set

1 This matter has come before the Honorable Elihu M. Berle in Department 6 of the Superior
2 Court of the State of California, for the County of Los Angeles, on July 12, 2024 at 9:00 a.m. for
3 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Melisa Reyes ("Plaintiff"), individually and on behalf of
5 all others similarly situated and other aggrieved employees, and O'Hagan Meyer appears as counsel
6 for Defendant SCE Federal Credit Union ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Stipulation of Class Action and PAGA
12 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 1" to
13 the Declaration of Elizabeth Parker-Fawley in Support of Plaintiff's Motion for Preliminary
14 Approval of Class Action and PAGA Settlement. This is based on the Court's determination that
15 the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
20 and reasonable. It appears to the Court that extensive investigation and research have been
21 conducted such that counsel for the parties at this time are able to reasonably evaluate their and each
22 other's respective positions. It further appears to the Court that the Settlement, at this time, will
23 avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be
24 presented by the further prosecution of the case. It further appears that the Settlement has been
25 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
26 entered into in good faith.

27 4. The Court preliminarily finds that the Settlement, including the allocations for the
28 Attorney's Fees and Costs, Enhancement Award, PAGA Penalty Amount, Settlement

Administration Costs, employer-side taxes on wage portions of the payments made to Participating Settlement Class Members, and payments to the Settlement Class Members and Aggrieved Employees provided thereby, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel are qualified to act as counsel for Plaintiff in her individual capacity and as the representative of the Class.

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

All current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh and Elizabeth Parker-Fawley of Lawyers for Justice, PC as counsel for the Class ("Class Counsel").

8. The Court provisionally appoints Plaintiff Melisa Reyes as the representative of the Class ("Class Representative").

9. The Court provisionally appoints Phoenix Class Action Administration Solutions ("Phoenix") to handle the administration of the Settlement ("Settlement Administrator").

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1 10. Within twenty-one (21) calendar days of the date on which the Court enters this
2 Order, Defendant shall provide the Settlement Administrator with the following information about
3 each Class Member and/or Aggrieved Employee: full name, last-known mailing address, Social
4 Security Number, dates worked for Defendant during the Class Period and, if applicable, during the
5 PAGA Period, and such other information and data as necessary for the Settlement Administrator to
6 independently calculate the Workweeks (“Class List”) in conformity with the Settlement
7 Agreement.

8 11. The Court approves, both as to form and content, the proposed Court Approved
9 Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”)
10 attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided to Class Members in the
11 manner set forth in the Settlement. The Court finds that the Class Notice appears to fully and
12 accurately inform the Class Members of all material elements of the Settlement, of Class Members’
13 right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class
14 Members’ and Aggrieved Employees’ right to dispute the Workweek(s) credited to each of them,
15 and of each Settlement Class Member’s right and opportunity to object to the Class Settlement. The
16 Court further finds that distribution of the Class Notice substantially in the manner and form set
17 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
18 Agreement and this Order, meet the requirements of due process and shall constitute due and
19 sufficient notice to all persons entitled thereto. The Court further orders the Settlement
20 Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members within fourteen
21 (14) calendar days after receiving the Class List from Defendant, pursuant to the terms set forth in
22 the Settlement Agreement.

23 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
24 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
25 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
26 for Exclusion no later than sixty (60) calendar days from the initial mailing of the Class Notice
27 (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be
28 extended by fifteen (15) calendar days from the original Response Deadline. Any such person who

1 timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be
2 entitled to any recovery under the Class Settlement and will not be entitled to any recovery under
3 the Class Settlement and will not be bound by the Class Settlement or have any right to object,
4 appeal, or comment thereon. If the Settlement is granted final approval, Class Members who have
5 not submitted a timely and valid request to be excluded from the Settlement (i.e., Settlement Class
6 Members) shall be bound by the Class Settlement and any final judgment based thereon, and
7 Aggrieved Employees will be entitled to recovery from the PAGA Settlement and will be bound by
8 the PAGA Settlement, irrespective of whether they opt out of the Class Settlement.

9 13. A Final Approval Hearing shall be held before this Court on
10 _____ at _____ a.m./p.m. in
11 Department 6 of the Superior Court of California for the County of Los Angeles, located at 312
12 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning
13 the Settlement, including: whether the proposed settlement of the action on the terms and conditions
14 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
15 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the
16 plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable
17 to the Class Members and Aggrieved Employees; and determine whether to finally approve the
18 requests for the Attorney's Fees and Costs, Enhancement Award, PAGA Penalty Amount,
19 Settlement Administration Costs.

20 14. Class Counsel shall file a motion for final approval of the Settlement and for
21 Attorney's Fees and Costs, Enhancement Award, PAGA Penalty Amount, employer side of taxes,
22 Settlement Administration Costs, along with the appropriate declarations and supporting evidence,
23 including the Settlement Administrator's declaration by _____, to be
24 heard at the Final Approval Hearing.

25 15. To object to the Class Settlement, a Settlement Class Member may submit their
26 written Notice of Objection to the Settlement Administrator on or before the Response Deadline.
27 The Notice of Objection must be signed and must contain the information that is required, as set
28 forth in the Class Notice, including and not limited to the factual and legal basis for objecting to the

1 Class Settlement. Participating Class Members who wish to object to the Class Settlement may also
2 appear at the Final Approval Hearing to object to the Class Settlement, irrespective of whether they
3 submit a written Notice of Objection.

4 16. The Settlement is not a concession or admission, and shall not be used against
5 Defendant as an admission or indication with respect to any claim of any fault or omission by
6 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
7 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved, neither
8 the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor
9 any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence
10 as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but
11 not limited to, evidence of a presumption, concession, indication or admission by Defendant of any
12 liability, fault, wrongdoing, omission, concession, or damage, or to establish the existence of any
13 condition constituting a violation of, or a non-compliance with state, federal, local or other
14 applicable law, except for legal proceedings concerning the implementation, interpretation, or
15 enforcement of the Settlement.

16 17. In the event the Settlement does not become effective in accordance with the terms
17 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
18 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
19 vacated, and the Parties shall revert back to their respective positions as of before entering into the
20 Settlement Agreement.

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

25 **IT IS SO ORDERED.**

26 Dated: _____

By: _____

The Honorable Elihu M. Berle
Judge of the Superior Court

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit entitled *Reyes v. SCE Federal Credit Union*, Los Angeles Superior Court Case No. 21STCV09629 (“Action”) against SCE Federal Credit Union (“SCE FCU”) for alleged wage and hour violations. The Action was filed by a former SCE FCU employee Melisa Reyes (“Plaintiff”) and seeks payment of (1) back wages and penalties for a class of hourly employees (“Class Members”) who worked for SCE FCU during the Class Period March 11, 2017 to July 9, 2024.

The proposed Settlement is a Class Settlement requiring SCE FCU to fund Individual Class Payments.

Based on SCE FCU’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding)**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on SCE FCU’s records showing that **you worked [REDACTED] workweeks** during the Class Period. If you believe that you worked more workweeks during this period, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires SCE FCU to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against SCE FCU.

If you worked for SCE FCU during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against SCE FCU.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against SCE FCU. You cannot opt-out of the PAGA portion of the Settlement.

SCE FCU will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against SCE FCU that are covered by this Settlement (Released Claims).
You Can Opt-Out of the Class Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number Class Period Workweeks you worked according to SCE FCU's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former SCE FCU employee. The Action accuses SCE FCU of violating California labor laws by failing to pay all overtime and minimum wages, provide meal periods or associated premiums, provide rest periods or associated premiums, pay all wages due during employment and upon termination, provide accurate wage statements, maintain accurate payroll

records, and reimburse business-related expenses. Plaintiff is represented by attorneys in the Action: Arby Aiwarzian, Joanna Ghosh, and Elizabeth Parker-Fawley of Lawyers for Justice, PC (“Class Counsel.”)

SCE FCU strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether SCE FCU or Plaintiff is correct on the merits. In the meantime, Plaintiff and SCE FCU hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement,

Plaintiff and SCE FCU have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, SCE FCU does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) SCE FCU has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- i. SCE FCU Will Pay \$650,000 as the Total Settlement Amount (Total Settlement). SCE FCU has agreed to deposit the Total Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Total Settlement to pay the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to Aggrieved Employees, LWDA Payment to the LWDA, Enhancement Award to Plaintiff, Attorneys’ Fees and Costs to Class Counsel, and the Settlement Administration Costs to the Administrator. Assuming the Court grants Final Approval, SCE FCU will fund the Total Settlement not more than 15 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- ii. Court Approved Deductions from Total Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Total Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$227,500 (35% of the Total Settlement) to Class Counsel for attorneys’ fees and reimbursement for their actual litigation costs and expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500 as an Enhancement Award to Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

- C. Up to \$7,000 to the Administrator for services administering the Settlement.
- D. Up to \$40,000 to the payment of PAGA penalties, 75% of which will be paid to the Labor & Workforce Development Agency (“LWDA”) and 25% of which will be paid as Individual PAGA Payments to the Aggrieved Employees.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- iii. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Total Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Workweeks during the Class Period.
- iv. Individual PAGA Payments. The Administrator will calculate and apportion from the 25% of the PAGA Penalty Amount payable to the Aggrieved Employees, based on the Aggrieved Employees’ Workweeks during the PAGA Period.
- v. Taxes Owed on Payments to Class Members. Plaintiff and SCE FCU are asking the Court to approve an allocation of 10% of each Individual Settlement Payment to taxable wages (“Wage Portion”) and 90% to penalties and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. SCE FCU will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Any payment for an Individual PAGA Payment will be allocated as 100% penalties, will not be subject to taxes or withholdings, and will be reported by the Administrator on IRS 1099 Forms, if necessary.

Although Plaintiff and SCE FCU have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- vi. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (**the void date**). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization or foundation, Los Angeles Legal Aid Foundation (“Cy Pres”).
- vii. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than , that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a) the case name and number of the Action; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; and (d) clearly state that the Class Member does not wish to be included in the Class Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against SCE FCU. Aggrieved Employees cannot be excluded from the PAGA portion

of the Settlement.

- viii. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and SCE FCU have agreed that, in either case, the Settlement will be void: SCE FCU will not pay any money and Class Members will not release any claims against SCE FCU.
- ix. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion or Objections. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- x. Participating Class Members’ Release. After the Judgment is final and SCE FCU has fully funded the Total Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against SCE FCU or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement. The Participating Class Members will be bound by the following release:

“Released Class Claims” means any and all claims under state, federal, or local law, that were or could have been brought based on arising out of the facts alleged in the Operative Complaint, arising during the Class Period, including but not limited to claims under the California Labor Code (including, inter alia, §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802), Industrial Welfare Commission Wage Orders (including inter alia, Wage Order No. 4-2001), regulations, and/or other provisions of law for failure to pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, and violation of California’s unfair competition law.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- i. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- ii. Individual PAGA Payments. Individual PAGA Payments will be calculated and apportioned from the 25% of
- iii. the PAGA Penalty Amount payable to Aggrieved Employees, based on the

Aggrieved Employees'

- iv. Workweeks during the PAGA Period, as follows: the Settlement Administrator will divide 25% of the PAGA Penalty Amount by the Workweeks of all Aggrieved Employees during the PAGA Period to yield the "PAGA Workweek Value," and multiply each Aggrieved Employee's individual Workweeks
- v. during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.
- vi. Workweek Challenges. The number of Class Workweeks you worked during the Class Period, as recorded in SCE FCU's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept SCE FCU's calculation of Workweeks based on SCE FCU's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and SCE FCU's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as _____, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and SCE FCU are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the

reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action _____ and include your name, current address, telephone number, and approximate dates of employment for SCE FCU and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department [7] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Total Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally or virtually via LACourtConnect <https://www.lacourt.org/lacc/>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything SCE FCU and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____'s website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. _____. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Arby Aiwazian

Arby@calljustice.com

Joanna Ghosh

Joanna@calljustice.com

Elizabeth Parker-Fawley

Elizabeth@calljustice.com

LAWYERS *for* JUSTICE, PC

410 West Arden Avenue, Suite 203

Glendale, California 91203

Tel: (818) 265-1020

Fax: (818) 265-1021

Settlement Administrator:

Phoenix Class Action

Administration Solutions

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.