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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF KERN**
13

14 MEGAN MYLES, individually, and on behalf
15 of other members of the general public
16 similarly situated;

17 Plaintiff,

18 vs.

19 ALTAONE FEDERAL CREDIT UNION, an
20 unknown business entity; and DOES 1 through
21 100, inclusive,

22 Defendants.
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Case No.: BCV-20-100280

Honorable Thomas S. Clark
Department 17

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: January 29, 2020
Trial Date: None Set

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Megan Myles (hereafter “Plaintiff” or “Plaintiff Myles”), individually and on behalf of the Class and Defendant AltaOne Federal Credit Union (“Defendant”).

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

3. “Class Counsel” means Protection Law Group, LLP and Lawyers *for* Justice, PC.

5. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within thirty (30) days after Preliminary Approval of this Settlement. The Class List will contain the following information for each Class Member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as an hourly-paid or non-exempt employee of Defendant in the State of California; and (6) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement. Defendant will work with the Settlement Administrator in order to

provide the Class List in a format that is convenient for both Defendant and the Settlement Administrator.

6. “Class” or “Class Members” means all current and former hourly-paid or non-exempt individuals who were employed by Defendant within the State of California at any time during the Class Period.

7. “Class Period” means the period from January 29, 2016 to June 17, 2021.

8. “Class Representative” means Plaintiff Megan Myles in her capacity as a representative of the Participating Class Members.

9. “Class Representative Incentive Payment” means the amount that the Court authorizes to be paid to Plaintiff Myles, in addition to her Individual Settlement Payment, in recognition of the efforts and risks she has taken in assisting with the prosecution of the Action and in exchange for the General Release of her claims as provided herein.

10. “Court” means the Superior Court of the State of California for the County of Kern.

11. “Defendant” means AltaOne Federal Credit Union.

12. “Effective Date” means the later of: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

13. “Final Approval” means the Court entering an order granting final approval of the Settlement Agreement.

14. “Gross Settlement Amount” means the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00). The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will return to Defendant.

15. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member and any payment a PAGA Member is eligible to receive from the employee portion of the PAGA Payment. Individual Settlement

1 Payments shall be paid by a settlement check made payable to Participating Class Members and/or
2 PAGA Members.

3 16. "Net Settlement Amount" means the funds available for payments to the Class,
4 which shall be the amount remaining after the following amounts are deducted from the Gross
5 Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement
6 Administration Costs, (4) Class Representative Incentive Payment to Plaintiff, and (5) PAGA
7 Payment to the California Labor and Workforce Development Agency ("LWDA").

8 17. "Class Notice" means the Notice of Proposed Class Action Settlement in a form
9 substantially similar to the form attached hereto as Exhibit A that will be mailed to Class
10 Members' last known addresses and which will provide Class Members with information
11 regarding the Action and information regarding the settlement of the Action.

12 18. "PAGA" means the California Labor Code Private Attorneys General Act of 2004
13 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

14 19. "PAGA Payment" means the amount that the Parties have agreed to allocate in
15 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§
16 2698, *et seq.*). The Parties have agreed that Two Hundred Thousand Dollars (\$200,000.00) of the
17 Gross Settlement Amount will be allocated to the resolution of Plaintiff's PAGA claims. Seventy-
18 five percent (75%) of the PAGA Payment (i.e., \$150,000.00) will be paid to the LWDA in
19 accordance with Labor Code §§ 2698 *et seq.* The remaining twenty-five percent (25%) of the
20 PAGA Payment (i.e., \$50,000.00), will be distributed to PAGA Members. PAGA Members will
21 receive payment from the employee portion of the PAGA Payment regardless of their decision to
22 participate in the class action if the PAGA Payment is approved by the Court.

23 20. "PAGA Period" means the period from January 29, 2020, to June 17, 2021.

24 21. "PAGA Members" means all current and former hourly-paid or non-exempt
25 individuals who were employed by Defendant within the State of California at any time during
26 the PAGA Period.

27 22. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean
28 either Plaintiff or Defendant, individually.

23. “Participating Class Members” means all Class Members who do not submit a valid and timely Request for Exclusion.

24. “Plaintiff” means Megan Myles.

25. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement.

26. “Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name, address, telephone number, last four digits of the employee’s social security number or employee ID number and (b) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

27. “Released Claims” means any and all claims, demands, rights, liabilities, and causes of action that were pled in any of the Complaints in the Action, or which could have been pled based on the factual allegations within the operative Complaint in the Action, that arose during the Class Period with respect to the following claims: (a) failure to pay all minimum wages owed (including without limitation *Labor Code* sections 1182.12, 1194, 1197, 1197.1 & 1198, et seq.); (b) failure to pay all overtime wages owed (including without limitation *Labor Code* sections 510, 1194, 1197.1, and 1198); (c) failure to provide meal periods, or premium pay for non-compliant meal periods (including without limitation *Labor Code* sections 226.7, 512(a) & 1198 et seq.); (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods (including without limitation *Labor Code* section 226.7 & 1198 et seq.); (e) failure to provide accurate, itemized wage statements (including without limitation *Labor Code* sections 226(a), 226(h) and 226.3); (f) failure to timely pay wages upon separation of employment (including without limitation *Labor Code* sections 201, 202, & 203, et seq.); (g) failure to timely pay wages during employment (including without limitation *Labor Code* section 204); (h) failure to keep requisite payroll records (including without limitation *Labor Code* section 1174(d)); (i) failure to pay business expenses (including without limitation *Labor Code* sections 2800 & 2802 et seq.); (j) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (including without limitation *Business*

1 & Professions Code section 17200, *et seq.*); and (k) all claims under California *Labor Code*
2 Private Attorneys General Act of 2004, *Labor Code* § 2698, *et seq.* (“PAGA”) for penalties that
3 could have been premised on the facts, claims, causes of action or legal theories described in the
4 Action and above (including *Labor Code* sections 201-204, 210, , 226(a), 226(e), 226.3, 226.7,
5 510, 512, 516, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1199.5, 2800, 2802, and IWC Wage
6 Order 4-2001 governing meal and rest breaks, minimum wages, overtime wages, any and all
7 theories for or related to “off the clock work” and/or unpaid wages, wage statement violations,
8 reimbursement of business expenses, and separation pay violations).

9 28. “Released Parties” means Defendant AltaOne Federal Credit Union and its past,
10 present and/or future, direct and/or indirect, officers, directors, members, managers, employees,
11 agents, principals, heirs, representatives, attorneys, insurers, accountants, auditors, consultants,
12 partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
13 divisions, predecessors, successors, assigns, and joint venturers.

14 29. “Request for Exclusion” means a valid and timely written statement submitted by
15 a Class Member requesting to be excluded from the Action. To be effective, the Request for
16 Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last
17 four digits of the Class Member’s Social Security number and/or the Employee ID number and
18 (b) a clear statement requesting to be excluded from the settlement of the class claims similar to
19 the following: “I wish to exclude myself from the class settlement reached in the matter of *Myles*
20 *v. AltaOne Federal Credit Union*. I understand that by excluding myself, I will not receive money
21 from the settlement of my individual claims.” To be effective, the Request for Exclusion must be
22 post-marked by the Response Deadline and received by the Settlement Administrator.

23 30. “Response Deadline” means the date forty-five (45) days after the Settlement
24 Administrator mails the Class Notice to Class Members and the last date on which Class Members
25 may submit Requests for Exclusion, written objections to the Settlement, or workweek disputes.
26 In the event the 45th day falls on a Sunday or Federal holiday, the Response Deadline will be
27 extended to the next day on which the U.S. Postal Service is open. The Response Deadline for
28 Requests for Exclusion or Objections will be extended fifteen (15) days for any Class Member

who is re-mailed a Class Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or Objection to the settlement.

31. “Settlement” means the disposition of the Action pursuant to this Agreement.

32. “Settlement Administrator” means ILYM Group, Inc. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

33. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the Class Members’ Workweeks from the information contained in the Class List, calculating each Participating Class Member’s Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties or the Court. Settlement Administration Costs shall not exceed Eleven Thousand Dollars (\$11,000.00).

34. “Workweek” shall mean any calendar week (i.e. a week beginning on Sunday and ending on Saturday) in which a Class Member or PAGA Member performed work for Defendant at least one day.

TERMS OF AGREEMENT

35. Filing of Second Amended Complaint: The parties shall stipulate to permit the filing of a Second Amended Complaint (SAC) adding a cause of action under the Private Attorneys General Act California Labor Code §2698 et. seq. Prior to filing of the SAC Plaintiff shall provide written notice to the California Labor and Workforce Development Agency and wait for the required notice period to exhaust.

1 36. Settlement Consideration. Defendant shall fully fund the Gross Settlement
2 Amount following Final Approval by the Court and the occurrence of the Effective Date. The
3 following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement
4 Payments, the Class Representative Incentive Payment, Class Counsel's Fees and Costs, the
5 PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except
6 for any employer-side payroll taxes due on the Individual Settlement Payments, or as a result of
7 an increase in the number of workweeks as set forth below, Defendant shall not be required to
8 pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary;
9 no portion of the Gross Settlement Amount will revert to Defendant.

10 37. Potential Increase to the Gross Settlement Amount. Defendant has represented
11 there are approximately 37,000 Workweeks within the Class Period. Should the actual number of
12 Workweeks increase by more than ten percent (10%) (i.e. increase by more than 3,700 additional
13 Workweeks), the Gross Settlement Amount shall increase on a pro-rata basis equal to the
14 percentage increase in the number of Workweeks worked by the Class Members above 10%. For
15 example, if the number of Workweeks increases by 11%, the Gross Settlement Amount will
16 increase by 1%.

17 38. Funding of the Gross Settlement Amount. Within thirty (30) days after the
18 Effective Date of the Settlement, Defendants will deposit the Gross Settlement Amount and
19 applicable employer side payroll taxes calculated by the Settlement Administrator into a Qualified
20 Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendants shall
21 provide all information necessary for the Settlement Administrator to calculate necessary payroll
22 taxes including their official names, 8 digit state unemployment insurance tax ID numbers, and
23 other information requested by the Settlement Administrator, no later seven (7) days after the
24 Effective Date.

25 39. Distribution of the Gross Settlement Amount. Within ten (10) days of the funding
26 of the Settlement, the Settlement Administrator will issue payments for: (a) Individual Settlement
27 Payments; (b) the PAGA Payment to the LWDA; (c) the Class Representative Incentive Payment;
28 (d) Class Counsel's Fees and Costs and (e) Settlement Administration Costs.

1 40. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any
2 application or motion by Class Counsel for attorneys' fees of up to thirty-five percent (35%) of
3 the Gross Settlement Amount (\$525,000.00) plus the reimbursement of costs and expenses
4 associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed
5 Twenty Thousand Dollars (\$20,000.00), both of which will be paid from the Gross Settlement
6 Amount. Any portion of the requested fees or costs that is not awarded by the Court to Class
7 Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class
8 Members as provided in this Agreement.

9 41. Class Representative Incentive Payment. Defendant agrees not to oppose or object
10 to any application or motion by Plaintiff Myles for a Class Representative Incentive Payment of
11 Seven Thousand Five Hundred Dollars (\$7,500.00). The Class Representative Incentive Payment
12 is in exchange for the General Release of the Plaintiff Myle's individual claims, and for her time,
13 effort and risk in bringing and prosecuting the Action. Any adjustments made by the Court to the
14 requested Class Representative Incentive Payment shall not be deemed a material modification
15 of this Agreement. In the event that the Court reduces or does not approve the requested Class
16 Representative Incentive Payment, the Settlement Agreement remains in full force and effect,
17 Plaintiff Myles shall not have the right to revoke the settlement for that reason, it shall remain
18 binding, and any portion of the requested Class Representative Incentive Payment that is not
19 awarded by the Court to the Class Representative shall be reallocated to the Net Settlement
20 Amount and distributed to Participating Class Members as provided in this Agreement.

21 42. Settlement Administration Costs. The Settlement Administrator will be paid for
22 the reasonable costs of administration of the Settlement and distribution of payments from the
23 Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs
24 shall not exceed Eleven Thousand Dollars (\$11,000.00).

25 43. PAGA Payment. Two Hundred-Thousand Dollars (\$200,000.00) of the Gross
26 Settlement Amount shall be allocated from the Gross Settlement Amount for settlement of claims
27 for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent
28 (75%) of the PAGA Payment, or One-Hundred Fifty Thousand Dollars (\$150,000.00.00), to the

LWDA. The remaining twenty-five percent (25%) of the PAGA Payment, or Fifty Thousand Dollars (\$50,000.00), will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

44. Net Settlement Amount for Payment of Class Claims. The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	1,500,000.00
Class Representative Incentive Payment:	\$	7,500.00
Class Counsel's Fees:	\$	525,000.00
Class Counsel's Costs:	\$	20,000.00
PAGA Payment:	\$	200,000.00
Settlement Administration Costs:	\$	11,000.00
Estimated Net Settlement Amount:	\$	736,500.00

45. Individual Settlement Payment Calculations. Individual Settlement Payments will be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment for PAGA Members and shall be paid pursuant to the formulas set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments. The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of workweeks worked by each Participating Class Member during the Class Period. The amount that each Participating Class Member will be eligible to receive will be calculated by dividing each Participating Class Member's individual Workweeks by the total Workweeks of all Participating Class Members, and multiplying the resulting fraction by the Net Settlement Amount.

1 b) Calculation of PAGA Portion of Individual Settlement Payments. The
2 Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding
3 the number of workweeks worked by each PAGA Member during the PAGA Period. The amount
4 that each PAGA Member will receive will be calculated by dividing each participating PAGA
5 Member's individual Workweeks by the total Workweeks of all PAGA Members, and
6 multiplying the resulting fraction by the 25% share of the PAGA Payment designated for
7 distribution to aggrieved employees. PAGA Members shall receive this portion of their Individual
8 Settlement Payment regardless of whether they opt out of the participation regarding the class
9 claims.

10 c) Allocation of Individual Settlement Payments. All Individual Settlement
11 Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement
12 Payment will be allocated as wages, forty percent (40%) shall be allocated as interest, and forty
13 percent (40%) shall be allocated as penalties. The portion of the Individual Settlement Payment
14 allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The
15 remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement
16 Administrator.

17 46. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
18 Participating Class Members under this Settlement, as well as any other payments made pursuant
19 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
20 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
21 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
22 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
23 affect any rights, contributions, or amounts to which any Class Members may be entitled under
24 any benefit plans.

25 47. Settlement Administration Process. The Parties agree to cooperate in the
26 administration of the Settlement and to make all reasonable efforts to control and minimize the
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costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

- a) Establish and maintain a Qualified Settlement Fund.
- b) Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall receive.
- c) Print and mail the Class Notice.
- d) Perform address searches as detailed in Paragraph 49, including conduct additional address searches and skip traces for mailed Class Notices that are returned as undeliverable.
- e) Process Requests for Exclusion, Objections, calculate Participating Class Members' Individual Settlement Payment, field inquiries or disputes from Class Members.
- f) Print and issue Settlement Payment Checks, prepare any IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- g) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court.
- h) Provide weekly status reports to counsel for the Parties
- i) Posting a notice of final judgment, after entry of the judgment, online at the Settlement Administrator's website for a period of sixty (60) days pursuant to California Rule of Court 3.769.

48. Delivery of the Class List. Within thirty (30) days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

49. Class Notice by First-Class U.S. Mail. Within fourteen (14) days after receiving the Class List from Defendant, the Settlement Administrator will mail the Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

50. Confirmation of Contact Information in the Class List. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address

1 Database for information to update and correct for any known or identifiable address changes.
2 Any Class Notice returned to the Settlement Administrator as non-deliverable on or before the
3 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
4 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing
5 on the Class Notice. If no forwarding address is provided, the Settlement Administrator will
6 promptly attempt to determine the correct address using a skip-trace, or other search using the
7 name, address and/or Social Security number of the Class Member involved, and will then
8 perform a single re-mailing. If any Class Notice sent to a Class Member by the Settlement
9 Administrator is returned as undeliverable to a current employee, then Defendant shall make all
10 reasonable efforts to obtain the current address from the Class Member and provide the same
11 within seven (7) days of notice from the Settlement Administrator. Those Class Members who
12 receive a re-mailed Class Notice, whether by skip-trace or by request, will have between the later
13 of (a) an additional fifteen (15) days or (b) the Response Deadline to postmark a Request for
14 Exclusion, or an Objection to the Settlement.

15 51. Class Notice. All Class Members will be mailed a Class Notice. Each Class Notice
16 will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's
17 principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class
18 Member worked for Defendant during the Class Period; (e) each Class Member's estimated
19 Individual Settlement Payment and the formula for calculating Individual Settlement Payments;
20 (f) the dates which comprise the Class Period and PAGA Period; (g) the deadlines by which the
21 Class Member must postmark Requests for Exclusion, Objections to the Settlement, or workweek
22 disputes; (h) the claims to be released, as set forth herein; and (j) the date for the final approval
23 hearing.

24 52. Disputed Information on Class Notice. Class Members will have an opportunity
25 to dispute the information provided in their Class Notice. To the extent Class Members dispute
26 the number of Workweeks with which they have been credited or the amount of their Individual
27 Settlement Payment, Class Members may produce evidence to the Settlement Administrator
28 showing that such information is inaccurate. Absent evidence rebutting Defendant's records,

1 Defendant's records will be presumed determinative. However, if a Class Member produces
2 evidence contrary to Defendant's records by the Response Deadline, the Settlement Administrator
3 shall notify Class Counsel, and Defendant's counsel to discuss and resolve the dispute, including
4 providing all available relevant information to all counsel. The Parties will resolve all disputes
5 jointly, which shall be final and binding on any Class Member, and shall thereafter instruct the
6 Settlement Administrator how to proceed in processing the dispute. If the Parties cannot reach an
7 agreement, disputes shall be referred to the Settlement Administrator for a determination and if
8 the dispute remains unresolved after that, the dispute shall be submitted to the Court for final
9 determination. All such disputes are to be resolved or submitted to the Court no later than fourteen
10 (14) days after the Response Deadline.

11 53. Defective Submissions. If a Class Member's Request for Exclusion is defective as
12 to the requirements listed herein, that Class Member will be given an opportunity to cure the
13 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
14 business days of receiving the defective submission to advise the Class Member that his or her
15 submission is defective and that the defect must be cured to render the Request for Exclusion
16 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)
17 days from the date of the cure letter, whichever date is later, to postmark a revised Request for
18 Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the
19 Settlement Administrator will have no further obligation to give notice of a need to cure. If the
20 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

21 54. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
22 Action must sign and postmark a written Request for Exclusion to the Settlement Administrator
23 by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name,
24 address, telephone number, and the last four digits of the Class Member's Social Security number
25 and/or the Employee ID number and (b) a clear statement requesting to be excluded from the
26 settlement of the class claims similar to the following: "I wish to exclude myself from the class
27 settlement reached in the matter of *Myles v. AltaOne Federal Credit Union*. I understand that by
28 excluding myself, I will not receive money from the settlement of my individual claims." The

1 date of the postmark on the return mailing envelope receipt confirmation will be the exclusive
2 means to determine whether a Request for Exclusion has been timely submitted. All Requests for
3 Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class
4 Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. All
5 Class Members who do not request exclusion from the Action will be bound by all terms of the
6 Settlement Agreement if the Settlement is granted final approval by the Court.

7 55. Defendant's Right to Rescind. If five percent (5%) or more of the Class Members
8 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at
9 its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
10 thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising
11 this right and must make clear its intent to rescind the Agreement within twenty-one (21) days of
12 the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its
13 right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration
14 Costs incurred to the date of rescission.

15 56. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
16 Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid
17 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
18 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
19 Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment
20 or release. The names of Class Members who have opted-out of the settlement shall be disclosed
21 to the Counsel for Plaintiff and Defendant and noted in the proposed Judgment submitted to the
22 Court.

23 57. Objection Procedures. To object to the Settlement, a Participating Class Member
24 must postmark a valid Objection to the Settlement Administrator on or before the Response
25 Deadline. The Objection must be signed by the Participating Class Member and contain all
26 information required by this Settlement Agreement including the Class Member's full name,
27 address, telephone number, the last four digits of their social security number and/or Employee
28 ID number, and the specific reason including any legal grounds for the Participating Class

1 Member's objection. The postmark date will be deemed the exclusive means for determining that
2 the Objection is timely. Participating Class Members who fail to object in the manner specified
3 above will be foreclosed from making a written objection, but shall still have a right to appear at
4 the Final Approval Hearing in order to have their objections heard by the Court. At no time will
5 any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class
6 Members to submit written objections to the Settlement or appeal from the Order and Judgment.
7 Class Counsel will not represent any Participating Class Members with respect to any objections
8 to this Settlement.

9 58. Certification Reports Regarding Individual Settlement Payment Calculations. The
10 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report
11 which certifies: (a) the number of Class Members who have submitted Requests for Exclusion;
12 (b) the number of re-mailed and/or undeliverable Class Notices; and (c) whether any Class
13 Member has submitted a challenge to any information contained in the Class Notice. Additionally,
14 the Settlement Administrator will provide to counsel for all Parties any updated reports regarding
15 the administration of the Settlement Agreement as needed or requested. The Settlement
16 Administrator will provide a declaration to Class Counsel in advance of the hearing on Final
17 Approval of the settlement which Class Counsel shall be responsible for reviewing and approving.

18 59. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator
19 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
20 eighty (180) days. If a Participating Class Member and/or PAGA Member does not cash his or
21 her settlement check within 180 days, the uncashed funds, subject to Court approval, shall be
22 distributed to the Controller of the State of California to be held pursuant to the Unclaimed
23 Property Law, California Civil Code §1500, *et. seq.* for the benefit of those Participating Class
24 Members and/or PAGA Members who did not cash their checks until such time that they claim
25 their property. The Parties agree that this disposition results in no "unpaid residue" under
26 California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to
27 Participating Class Members and PAGA Members, whether or not they all cash their settlement
28 checks. Therefore, Defendants will not be required to pay any interest on such amounts. The

Individual Settlement Payments provided to Participating Class Members and to PAGA Members shall prominently state the expiration date or a statement that the settlement check will expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed funds will result from the settlement process detailed in this Agreement.

60. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

61. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiff and Participating Class Members understand and agree that except for Defendant's payment of the employer's portion of any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Defendant's share of any employer-side payroll taxes and other required employer withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount.

62. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for

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

63. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

64. Release by Participating Class Members, PAGA Members, the LWDA and the State of California. Upon the funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating Class Members shall fully release and discharge the Released Parties from any and all Released Claims for the Class Period. This release shall be binding on all Participating Class Members. All PAGA Members, the LWDA, and the State of California shall release claims under PAGA for the PAGA Period. All PAGA Members shall release claims arising under PAGA regardless of their decision to participate in the class settlement.

65. Release of Additional Claims & Rights by Plaintiff. Upon the funding of the Gross Settlement Amount, Plaintiff Myles agrees – on behalf of herself only – to the additional following general release:

Plaintiff Myles individually releases Defendant, and its respective parents, subsidiaries, affiliates, predecessors or successors in interest, officers, directors, shareholders, employees, attorneys, agents, assigns, insurers, and re-insurers of any of them, from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or

1 unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of
2 any state or federal statute, rule or regulation arising out of, relating to, or in connection with any
3 act or omission by or on the part of any Defendant (the "General Release").

4 With respect to the General Release, Plaintiff Myles stipulates and agrees that, upon the
5 Date of Final Approval, she shall be deemed to have, expressly waived and relinquished, to the
6 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California
7 Civil Code, or any other similar provision under federal or state law, which provides:

8 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
9 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
10 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
11 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
12 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
13 **DEBTOR OR RELEASED PARTY.**

14 Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other
15 than or different from the facts now believed to be true, the release of claims contained herein shall
16 be effective as to all unknown claims.

17 Notwithstanding the foregoing, this General Release for Plaintiff Myles does not apply to
18 any claims that cannot be released as a matter of law. The General Release also does not preclude
19 Plaintiff Myles from filing a charge or complaint with or from participating in an investigation or
20 proceeding conducted by the Equal Employment Opportunity Commission ("EEOC"), National
21 Labor Relations Board ("NLRB"), Securities and Exchange Commission ("SEC"), Occupational
22 Safety and Health Administration ("OSHA") or any other federal, state, or local agency charged
23 with the enforcement of any employment laws, although Plaintiff Myles understands that by
24 agreeing to this General Release, she waives the right to recover any damages or to receive other
25 relief directly from the Released Parties in any claim or suit brought by or through the EEOC,
26 NLRB, SEC, OSHA or any other federal, state, or local agency on their behalf.

27 66. Neutral Employment Reference. Defendant agrees that it will adopt a neutral
28 reporting policy regarding any future employment references related to Plaintiff Myles. In the

1 event that any potential or future employers of Plaintiff Myles request a reference regarding
2 Defendant's employment of Plaintiff Myles, Defendant shall only provide the Plaintiff Myle's
3 dates of employment, job titles during employment, and final rate of pay. Defendant shall not
4 refer to the Action or this Settlement.

5 67. Nullification of Settlement Agreement. In the event that: (a) the Court does not
6 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
7 material term of this Settlement Agreement; or (c) the Settlement does not become final as written
8 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any
9 documents generated to bring it into effect, will be null and void, all amounts deposited into the
10 QSF will be returned to Defendant, and the Parties shall be returned to their original respective
11 positions. Any order or judgment entered by the Court in furtherance of this Settlement
12 Agreement will likewise be treated as void from the beginning. Pursuant to California Evidence
13 Code § 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding
14 to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the
15 Parties agree that this Settlement Agreement is void, and remains protected by California
16 Evidence Code § 1152. Should the Court fail to approve this settlement for any reason, the Parties
17 agree that they will return to and attend mediation with a mutually agreed mediator in an effort to
18 reach a settlement that may be approved by the Court.

19 68. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
20 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
21 Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b)
22 Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final
23 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
24 Class Notice to be sent to all Class Members as specified herein. In conjunction with the
25 Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of
26 the Settlement, and will include the proposed Class Notice attached as Exhibit A. Defendant
27 agrees that it will not oppose Plaintiff's motion for Preliminary Approval. This is a material term
28 of the settlement and any opposition by Defendant will be grounds for Plaintiff to withdraw from

1 the settlement. Any failure by the Court to fully and completely approve the Agreement as to the
2 Action, or the entry of any Order by another Court with regard to any of the Action which has the
3 effect of preventing the full and complete approval of this Settlement Agreement as written and
4 agreed to by the Parties, will result in this Settlement Agreement and the Memorandum of
5 Understanding entered into by the Parties, and all obligations under this Settlement Agreement
6 and the Memorandum of Understanding being nullified and voided.

7 69. Final Settlement Approval Hearing and Entry of Judgment. Upon completion of the
8 Class Notice process, including the expiration of the deadlines to postmark Requests for
9 Exclusion or Objections to the Settlement Agreement, a Final Approval/Settlement Fairness Hearing
10 will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts
11 properly payable for: (a) Individual Settlement Payments; (b) the PAGA Payment to the LWDA; (c) Class
12 Counsel's Attorneys' Fees and Costs; (d) the Class Representative Incentive Payment; and (e) the
13 Settlement Administration Costs. Class Counsel will be responsible for drafting all documents
14 necessary to obtain Final Approval but shall provide the proposed Judgment to Defendants'
15 Counsel for their approval (which shall not be unreasonably withheld). Any failure by the Court
16 to fully and completely approve the Settlement Agreement as to all of the Action, or the entry of
17 any Order by another Court with regard to any of the Action which has the effect of modifying
18 material terms of this Agreement or preventing the full and complete approval of the Settlement
19 Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations
20 under this Agreement being null and void. Defendant agrees it shall not oppose the granting of
21 the Motion for Final Approval, provided Defendant has not exercised their right to rescind
22 pursuant to the terms of this Agreement.

23 70. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by
24 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
25 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing
26 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms
27 of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as
28 may be appropriate under court rules or as set forth in this Settlement.

1 71. Exhibits Incorporated by Reference. The terms of this Settlement include the terms
2 set forth in any attached Exhibits, which are incorporated by this reference as though fully set
3 forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

4 72. Entire Agreement. This Settlement Agreement and any attached Exhibits
5 constitute the entirety of the Parties' Settlement. No other prior or contemporaneous written or
6 oral agreements may be deemed binding on the Parties.

7 73. Amendment or Modification. This Settlement Agreement may be amended or
8 modified only by a written instrument signed by counsel for all Parties or their successors-in-
9 interest.

10 74. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
11 and represent they are expressly authorized by the Parties whom they represent to negotiate this
12 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
13 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
14 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
15 counsel will cooperate with each other and use their best efforts to affect the implementation of
16 the Settlement. If the Parties are unable to reach agreement on the form or content of any
17 document needed to implement the Settlement, or on any supplemental provisions that may
18 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance
19 of the Court to resolve such disagreement.

20 75. Binding on Successors and Assigns. This Settlement Agreement will be binding
21 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
22 defined.

23 76. California Law Governs. All terms of this Settlement Agreement hereto will be
24 governed by and interpreted according to the laws of the State of California.

25 77. Execution and Counterparts. This Settlement Agreement is subject only to the
26 execution of all Parties. However, the Settlement Agreement may be executed in one or more
27 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
28 of the signature page, will be deemed to be one and the same instrument provided that counsel

for the Parties will exchange among themselves original signed counterparts.

78. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

79. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

80. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

81. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

82. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached

any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

83. Captions. The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

84. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

85. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

86. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

87. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

1 88. Cooperation and Execution of Necessary Documents. The Parties agree to
2 cooperate to promote participation in the Settlement, and in seeking court approval of the
3 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
4 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any
5 settlement agreement waivers, Pick Up Stix agreements or arbitration agreements from any Class
6 Member prior to the funding of the Gross Settlement Amount concerning claims released via this
7 Agreement, or enter into any arbitration agreement with any Class Member that covers the claims
8 released via this Agreement during the Settlement approval process prior to the funding of the
9 Gross Settlement Amount and that the Parties will work in good faith to reach an agreement
10 approved by the Court.

11 89. Enforcement and Continuing Jurisdiction of the Court. To the extent consistent
12 with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant
13 to California Code of Civil Procedure § 664.6. The Court shall retain continuing jurisdiction over
14 this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate
15 the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this
16 Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the
17 prevailing party in any motion or action taken and based on an alleged violation of any material
18 term of the Settlement Agreement.

19 90. Voluntary Agreement. The Parties acknowledge that they have entered into this
20 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion,
21 duress, or undue influence of any Party, and not in reliance on any promises, representations, or
22 statements made by the other Parties other than those contained in this Settlement Agreement.
23 Each of the Parties hereto expressly waives any right she/it might ever have to claim that this
24 Settlement Agreement was in any way induced by fraud.

25 91. Confidentiality. The Parties and their counsel agree to keep the terms of the
26 Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff,
27 Class Counsel, Defendant and its counsel agree that they will not issue any press releases, initiate
28 any contact with the press, respond to any press inquiry or have any communication with the press

1 about the fact, amount or terms of the Settlement Agreement. Notwithstanding anything in this
2 provision, Plaintiff's Counsel can discuss the Settlement with Plaintiff and with Class Members
3 and can include it in all necessary Court and ancillary documents supporting the resolution of this
4 Action. Nothing in this paragraph is intended to interfere with Class Counsel's duties and
5 obligations to faithfully discharge their duties as Class Counsel, including but not limited to,
6 communicating with Class Members regarding the settlement.

7 92. Binding Agreement. The Parties warrant that they understand and have full
8 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
9 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
10 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
11 provisions that otherwise might apply under federal or state law.

1 APPROVED AS TO FORM AND CONTENT:

2
3 Dated: 07/30/2020

4 **PLAINTIFF**

5 By: 
6 Megan Myles

7
8 Dated: _____

9 **DEFENDANT ALTAONE FEDERAL CREDIT UNION**

10 By: _____

11 Name: _____

12 Title: _____

13
14 APPROVED AS TO FORM ONLY:

15
16 Dated: August 5, 2021

17 **PROTECTION LAW GROUP, LLP**

18 By: 

19 Heather Davis, Esq.

20 Amir Nayebdadash, Esq.

21 Attorneys for Plaintiff

22
23 Dated: July 30, 2021

24 **LAWYERS FOR JUSTICE P.C.**

25 By: 

26 Edwin Aiwanian, Esq.

27 Attorneys for Plaintiff

1 APPROVED AS TO FORM AND CONTENT:

2
3 Dated: _____

PLAINTIFF

4
5 By: _____
6 Megan Myles

7
8 Dated: _____

DEFENDANT ALTAONE FEDERAL CREDIT UNION

9
10 DocuSigned by:
11 *Denise Mattice*
By: _____
836AB5CD67704BE...

12 Name: _____
Denise Mattice

13 Title: COO _____

14 APPROVED AS TO FORM ONLY:

15
16 Dated: _____

PROTECTION LAW GROUP, LLP

17
18 By: _____
19 Heather Davis, Esq.
20 Amir Nayebdadash, Esq.
21 Attorneys for Plaintiff

22
23 Dated: _____

LAWYERS FOR JUSTICE P.C.

24
25 By: _____
26 Edwin Aiwazian, Esq.
27 Attorneys for Plaintiff

1
2 Dated: _____

FISHER & PHILLIPS LLP

3
4 By: _____



Kristen J. Nesbit, Esq.

Krystle D. Meyer, Esq.

Attorneys for Defendant

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Myles v. AltaOne Federal Credit Union
Kern County Superior Court, Case No. BCV-20-100280

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To:	All current and former hourly-paid or non-exempt individuals who were employed by AltaOne Federal Credit Union within the State of California at any time from January 29, 2016, until June 17, 2021.
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BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Megan Myles (“Plaintiff”), a former employee of AltaOne Federal Credit Union (“Defendant”) on January 29, 2020. The case is currently pending in the Kern County Superior Court, Case No. BCV-20-100280.

The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). Because of these allegations, Plaintiff seeks damages, penalties and restitution on behalf of herself and other Class Members. Defendant denies that it violated the California Labor Code or California Business and Professions Code, denies Plaintiff’s allegations, and denies that it owes Plaintiff or any of the Class Members any damages, penalties, restitution, or other remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case Megan Myles, also known as “Plaintiff”), sue on behalf of people who appear to have similar claims (in this case all current and former hourly-paid or non-exempt individuals who were employed by AltaOne Federal Credit Union within the State of California at any time from January 29, 2016, until June 17, 2021). All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Kern County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL], the Court granted preliminary approval of the Settlement, appointed Plaintiff Megan Myles as the Class Representative, and appointed her attorneys at Lawyers for Justice and Protection Law Group as counsel for the Class (“Class Counsel”).

The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by AltaOne Federal Credit Union as an hourly-paid or non-exempt employee within the State of California at any time from January 29, 2016, until June 17, 2021.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of One Million Five Hundred Dollars (\$1,500,000.00) (“Total Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Total Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Total Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Total Settlement Amount or Five Hundred Twenty Five Thousand Dollars (\$525,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty Thousand Dollars (\$20,000.00);
- C. **Incentive Payment to the Class Representative** not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00);
- D. **Settlement Administration Costs** which are currently estimated to be Eleven Thousand Dollars (\$11,000.00); and
- E. **PAGA Payment** in the amount of Two Hundred Thousand Dollars (\$200,000.00) for the settlement of claims arising under PAGA. Seventy-Five percent (75%) of this amount, (\$150,000.00) shall be paid to the Labor Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) (\$50,000.00) will be distributed to PAGA Members (hourly-paid or non-exempt individuals who were employed by Defendant within the State of California at any time from January 29, 2020, to June 17, 2021, for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks (“Workweeks”) you worked in California as an hourly-paid or non-exempt employee of Defendant from January 29, 2016 until June 17, 2021. (“Class Period”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) penalties, and forty percent (40%) interest. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid by Defendant separately from and in addition to the Total Settlement Amount. The penalties and interest portions of each Class Member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX workweeks during the Class Period. Your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

This Amount was determined based on Defendant's record of your employment between January 29, 2016, until June 17, 2021, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the settlement?

Upon the funding of the Total Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiff and all Class Members who do not submit a timely request for exclusion shall release the "Released Parties" from the "Released Claims" for the Class Period.

The "Released Parties" include Defendant AltaOne Federal Credit Union and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, principals, heirs, representatives, attorneys, insurers, accountants, auditors, consultants, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Claims" means any and all claims, demands, rights, liabilities, and causes of action that were pled in any of the Complaints in the Action, or which could have been pled based on the factual allegations within the operative Complaint in the Action, that arose during the Class Period with respect to the following claims: (a) failure to pay all minimum wages owed (including without limitation *Labor Code* sections 1182.12, 1194, 1197, 1197.1 & 1198, et seq.); (b) failure to pay all overtime wages owed (including without limitation *Labor Code* sections 510, 1194, 1197.1, and 1198); (c) failure to provide meal periods, or premium pay for non-compliant meal periods (including without limitation *Labor Code* sections 226.7, 512(a) & 1198 et seq.); (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods (including without limitation *Labor Code* section 226.7 & 1198 et seq.); (e) failure to provide accurate, itemized wage statements (including without limitation *Labor Code* sections 226(a), 226(h) and 226.3); (f) failure to timely pay wages upon separation of employment (including without limitation *Labor Code* sections 201, 202, & 203, et seq.); (g) failure to timely pay wages during employment (including without limitation *Labor Code* section 204); (h) failure to keep requisite payroll records (including without limitation *Labor Code* section 1174(d)); (i) failure to pay business expenses (including without limitation *Labor Code* sections 2800 & 2802 et seq.); (j) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories

described above (including without limitation *Business & Professions Code* section 17200, *et seq.*); and (k) all claims under California *Labor Code* Private Attorneys General Act of 2004, *Labor Code* § 2698, *et seq.* (“PAGA”) for penalties that could have been premised on the facts, claims, causes of action or legal theories described in the Action and above (including *Labor Code* sections 201-204, 210, , 226(a), 226(e), 226.3, 226.7, 510, 512, 516, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1199.5, 2800, 2802, and IWC Wage Order 4-2001 governing meal and rest breaks, minimum wages, overtime wages, any and all theories for or related to “off the clock work” and/or unpaid wages, wage statement violations, reimbursement of business expenses, and separation pay violations). .

This release of these claims pertains to the Class Period from January 29, 2016 until June 17, 2021.

All PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all Released Claims arising under PAGA with respect to all of the Released Parties irrespective of whether a Class Member submits a request for exclusion.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Claims (other than those which arise under the Private Attorneys General Act (California Labor Code sections 2698 *et seq.*), then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the settlement?

To exclude yourself from the release of Released Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Myles v. AltaOne Federal Credit Union*. I understand that by excluding myself I will not receive money from the class portion of the settlement.”

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone, text message or email.

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Claims (except for Released Claims that arise under the Private Attorneys General Act (California Labor Code sections 2698 *et seq.*)).

You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant and/or the Released Parties, regarding the Released Claims (except for Released Claims that arise under the Private Attorneys General Act (California Labor Code sections 2698 *et seq.*)).

9. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and the Released Parties for the Released Claims. If you have a pending lawsuit involving the Released Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

No, except if you worked between January 29, 2020, to June 17, 2021, in which case you will still receive the portion of your Individual Settlement Payment for Released Claims that arise under PAGA. But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against the Defendant and/or Released Parties for Released Claims (except for Released Claims that arise under PAGA).

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved Lawyers *for* Justice, PC and Protection Law Group LLP as Class Counsel. The firms' contact information is:

Lawyers *for* Justice, PC
Edwin Aiwazian, Esq.
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

PROTECTION LAW GROUP LLP
Heather Davis, Esq.
Amir Nayebdadash, Esq.
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Class Counsel will ask the Court for attorneys' fees of up to \$525,000.00 and reimbursement of litigation cost/expenses of up to \$20,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement (“Final Approval Hearing”). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], 2021, at the Kern County Superior Court, located at 1415 Truxtun Ave., Bakersfield, CA 93301.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Please see https://www.kern.courts.ca.gov/online_services/remote_court_hearings/remote_hearing_information for information on how to schedule remote appearances.

16. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at [www.\[REDACTED\]](http://www.[REDACTED]).

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and/or the Released Parties about the Released Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California’s Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator’s website at [www.\[REDACTED\]](http://www.[REDACTED]) or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE
CLERK OF THE COURT OR THE JUDGE**