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Attorneys for Plaintiff,
HEA YON SUZZIE DORN, on behalf of herself and all other similarly situated employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

HEA YON SUZZIE DORN, on behalf of
herself and all similarly aggrieved
employees,

Plaintiff,

v.

CENTRAL COAST FEDERAL CREDIT
UNION; and DOES 1 through 50, inclusive,

Defendants.

Case No. 22CV000335

(Assigned to the Honorable Thomas W. Wills,
Dept. 15)

**DECLARATION OF NICHOLAS
ROSENTHAL IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 30, 2023
Time: 9:00 a.m.
Dept.: 15

Complaint Filed: February 3, 2022
Trial Date: Not Set

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1 weeks worked and pay periods at issue, time and payroll records, the number of wage
2 statements at issue, as well as information pertaining to Defendant's policies, practices, and
3 procedures pertaining to overtime wages and wage statement practices. Defendant's
4 production allowed Plaintiff to conduct a damages analysis extrapolate from the sample.

5 5. In or about September 2022, the Parties agreed to engage in private mediation of
6 the Action. On February 27, 2023, the Parties attended mediation before the Honorable Wynne
7 S. Carville (Ret.). While the Parties did not reach an agreement, they continued their
8 settlement discussions following the mediation. After thorough investigation and evaluation of
9 the facts and claims, and facilitated by Judge Wynne, the Parties ultimately reached an
10 agreement to resolve all claims. In resolution of Plaintiff's class and PAGA claims, the Parties
11 entered into the Joint Stipulation and Settlement of Class Action Claims, a true and correct
12 copy of which is attached hereto as **Exhibit A**.

13 **SUMMARY OF THE SETTLEMENT TERMS**

14 6. The Joint Stipulation and Settlement of Class Action Claims ("Stipulation,"
15 "Settlement Agreement," or "Settlement") provides for Two Hundred Twenty-Five Thousand
16 Dollars (\$225,000.00) as the Gross Settlement Amount. *See* Stipulation ¶ 38. The Net
17 Settlement Amount (calculated after deduction of attorneys' fees (up to \$75,000.00), costs (up
18 to \$25,000.00), Class Representative Service Payment (up to \$5,000.00), payment of PAGA
19 penalties to the California Labor and Workforce Development Agency (\$15,000.00), and
20 settlement administration costs (up to \$6,000.00)) is estimated to be approximately
21 \$99,000.00. *See id.* ¶¶ 15, 38, 42-45.

22 7. Each Class Member that does not opt-out of the settlement will be awarded a
23 portion of the Net Settlement Amount on a pro-rata basis, based upon the total number of pay
24 periods he or she worked during the Class Period. *See id.* ¶ 40.a.

25 8. On a raw average, each Class Member potentially may recover approximately
26 \$1,231.48.

27 **POTENTIAL STATUTORY AND CIVIL PENALTIES**

28 9. I negotiated the settlement sum based on a clear understanding of the maximum

1 exposure in this case. Based on the class data provided by Defendant, Plaintiff estimated that
2 Defendant would face potential liability of up to approximately \$1,656,437 for Plaintiff's class
3 claims. Specifically, this amount was calculated based on the following breakdowns for each
4 class claim:

- 5 • \$494,465 for meal period violations;
- 6 • \$494,465 for rest period violations;
- 7 • \$123,615 for unpaid overtime wages;
- 8 • \$216,850 for Labor Code § 226(e) penalties;
- 9 • \$25,420 for unreimbursed business expenses; and
- 10 • \$301,622 in waiting time penalties.

11 10. With respect to potential liability of Plaintiff's PAGA claims, Plaintiff estimated
12 that Defendant could face civil penalties of up to a maximum \$1,104,500 if Plaintiff were
13 successful at trial, and without any reduction by the Court. Specifically, this amount was
14 calculated based on the following breakdowns for each class claim:

- 15 • \$220,900 for meal period violations;
- 16 • \$220,900 for rest period violations;
- 17 • \$220,900 for unpaid overtime wages;
- 18 • \$220,900 for Labor Code § 226(e) penalties; and
- 19 • \$220,900 for unreimbursed business expenses.

20 11. Thus, based on the data provided by Defendant, I estimated the total class and
21 PAGA penalties to be approximately \$2,760,937.

22 12. A large portion of the putative class signed arbitration agreements containing a
23 class action waiver. Specifically, 47 of the approximately 81 putative class members signed an
24 arbitration agreement with Defendant. Were these arbitration agreements to be enforced, it
25 would prevent any employee signatories from participating in a class action, which in effect
26 reduce the total potential class damages in this case by over half. Plaintiff's counsel has
27 reviewed the arbitration agreement and believes there is a significant chance the Court would
28 enforce it, as it appears to meet the requirements for employment arbitration agreements

1 established by the *Armendariz* case. A copy of the arbitration agreement is attached hereto as
2 **Exhibit B.**

3 13. The meal and rest period claims brought by Plaintiff are both based on the theory
4 that even when employees were on their breaks they would sometimes be asked to do work,
5 whether because they were approached by a customer, there was a phone call for them, or
6 because a situation arose at the bank that required their attention. These claims would be
7 difficult to certify because there is no policy Plaintiff can point to that would apply to all non-
8 exempt employees that would establish a basis for class certification. Indeed, Defendant's
9 handbook has a specific policy against "off the clock" work. A copy of the handbook is
10 attached hereto as **Exhibit C.**

11 14. Under the facts of this case, I appreciate the risk that Defendant could present a
12 persuasive argument to reduce the amount of PAGA penalties at trial. For example, as shown
13 in the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504
14 (2018), while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the
15 maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at
16 complying with the law. *Id.* at p. 517. Upon review, the Court of Appeal found such reduction
17 to be proper. *Id.* at p. 539.

18 15. Here, the Gross Settlement Amount is fair and reasonable as it is approximately
19 13.5% of the maximum potential recovery of Plaintiff's class and PAGA claims if Plaintiff
20 was to fully succeed at trial and without any reduction by the Court.

21 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

22 16. From the inception of the case, Class Counsel have zealously represented the
23 interests of the Class. The settlement was obtained for the benefit of the Class, as opposed to
24 the individual Class Representative. Further, Class Counsel has been approved as class counsel
25 on a number of prior cases, have litigated numerous other class action cases, and are
26 competent to represent the Class.

27 17. Both Plaintiff's and Defendant's counsel have a great deal of experience in wage
28 and hour class action litigation. Plaintiff's counsel have been approved as class counsel in a

1 number of wage and hour class action and have extensive litigation experience.

2 18. Each side has apprised the other of their respective factual contentions, legal
3 theories, and defenses, resulting in negotiations taking place between the Parties.

4 19. The Parties recognize the risk, expense, and delay in continuing litigation with
5 the class and PAGA claims, and believe the settlement to be fair, reasonable, and adequate.
6 Although Plaintiff believes that a class can be certified, Plaintiff also believes in the fairness of
7 the settlement that is based on factoring in the uncertainty and risks to Plaintiff involved in not
8 prevailing on one or more of the causes of action or theories alleged in the operative
9 Complaint, the possibility of non-certification, and potential for appeals.

10 20. Based on my review of all the information, and based on my experience in class
11 action litigation, I believe this settlement to be fair, adequate, and reasonable.

12 21. My office was retained based upon a contingency fee arrangement wherein
13 Plaintiff's counsel agreed to advance all costs and receive no fee unless a recovery was
14 accomplished. Specifically, had Plaintiff failed to prevail on these cases, counsel for Plaintiff
15 would have spent a significant amount of time, money and other resources without any benefit
16 or return. In addition, had Plaintiff also failed to prevail in the present case, Defendant would
17 have been able to seek attorney's fees and costs in connection with their defense of the case.

18 22. Plaintiff's counsel solicited bids from multiple administrators and the bid from
19 Phoenix Settlement Administrators was the lowest.

20 23. I have spent significant time researching and pursuing the claims that have been
21 alleged in this action. The Parties engaged in formal and informal discovery, with the
22 production of documents and payroll information.

23 **ATTORNEY'S EXPERIENCE**

24 24. My qualifications are as follows: I received my JD from University of Southern
25 California Gould School of Law in 2009. Upon graduation, I practiced law as an associate at
26 Seyfarth Shaw LLP, representing corporate clients in both single-plaintiff and wage hour class
27 actions. In 2014, I began as an associate at Diversity Law Group.

28 25. I have handled a number of wage and hour matters including class actions and

1 multiple-plaintiff actions. I have been named as class counsel in a number of class actions that
2 have been granted certification or preliminary or final approval by the Superior Courts of Los
3 Angeles County, Orange County, Alameda County, and Monterey County, the United States
4 District Court for the Central District of California, and the United States District Court for the
5 Northern District of California. These cases include, but are not limited to: *Naranjo v. Bank of*
6 *America*, Northern District of California Case No. 5:14-cv-02748-LHK, *Chavez v. Converse,*
7 *Inc.*, Northern District of California Case No. 15-cv-03746-NC, *Rodriguez v. Nike Retail*
8 *Services, Inc.*, Northern District of California Case No. 5:14-cv-01508-BLF, *Figueroa v.*
9 *Super King Market*, Los Angeles Superior Court Case No. BC538372, *Dall v. Post Alarm*
10 *Systems*, Los Angeles Superior Court Case No. BC598528, *Diller v. Under Armour Retail,*
11 *Inc.*, Santa Clara County Superior Court Case No. 114-CV-265729, *Dall v. Post Alarm*
12 *Systems*, Los Angeles County Superior Court Case No. BC598528, *Lopez v. Imperial Body*
13 *Shop, Inc.*, Orange County Superior Court Case No. Case No. 30-2015-00816193-CU-OE-
14 CXC, and *Hughes v. Lincare, Inc., et al.*, Monterey Superior Court Case No. M124764.

15 I declare under penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct.

17 Executed on this 7th day of June 2023, at Los Angeles, California.

18 

19 _____
Nicholas Rosenthal

EXHIBIT A

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FEDERAL CREDIT UNION

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MONTEREY

HEA YON SUZZIE DORN, on behalf of
herself and all similarly aggrieved
employees,

Plaintiff,

v.

CENTRAL COAST FEDERAL CREDIT
UNION; and DOES 1 through 50, inclusive,

Defendants.

Case No. 22CV000335

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

Complaint Filed: February 3, 2022
Trial Date: Not Set

1 This Joint Stipulation and Settlement of Class Action Claims (“Stipulation,”
2 “Settlement Agreement,” or “Settlement”) is made and entered into by and between Plaintiff
3 Hea Yon Suzzie Dorn (the “Class Representative”), individually and on behalf of all others
4 similarly situated (“Plaintiffs”), and Defendant Central Coast Federal Credit Union
5 (“Defendant”) (Plaintiffs and Defendant shall collectively be referred to as the “Parties”).

6 THE PARTIES STIPULATE AND AGREE as follows:

7 **DEFINITIONS**

8 1. “Action” shall mean the lawsuit filed against Defendant on or about February 3,
9 2022, captioned *Hea Yon Suzzie Dorn, on behalf of herself and all similarly aggrieved*
10 *employees, Plaintiff v. Central Coast Federal Credit Union; and Does 1 through 50, inclusive,*
11 *Defendants* in the Superior Court of the State of California for the County of Monterey, Case
12 No. 22CV000335.

13 2. “Aggrieved Employees” shall mean all non-exempt employees who are or
14 previously were employed by Central Coast Federal Credit Union in California during the
15 PAGA Period.

16 3. “Class Counsel” shall mean B. James Fitzpatrick, Laura L. Franklin, and Alison
17 Baker of Fitzpatrick & Swanson, and Larry W. Lee, Kristen M. Agnew, and Nicholas
18 Rosenthal of Diversity Law Group, P.C.

19 4. “Class Members” shall mean all non-exempt employees who are or previously
20 were employed by Central Coast Federal Credit Union in California during the Class Period.
21 There are approximately 81 individual Class Members.

22 5. “Class Period” means the period of February 3, 2018, through the date of
23 approval of this settlement, or May 19, 2023, whichever occurs first.

24 6. “Class Representative” or “Plaintiff” shall mean Plaintiff Hea Yon Suzzie Dorn.

25 7. “Court” means the Superior Court of the State of California for the County of
26 Monterey.

27 8. “Defendant’s Counsel” shall mean Anthony C. Ocegüera and George J.
28 Theofanis of Lewis Brisbois Bisgaard & Smith LLP.

1 9. “Effective Date” shall have the meaning ascribed to it in Paragraph 35, below.

2 10. “Final Approval Hearing” shall mean the hearing whereat the Court shall
3 consider, without limitations, any timely objections to the Settlement from Class Members,
4 testimony from the Parties or their counsel, declarations regarding the claims process from the
5 Settlement Administrator, and otherwise make a final determination regarding the fairness of
6 the Settlement as set forth herein.

7 11. “Final Order and Judgment” means the Final Order Approving Class Action
8 Settlement and Judgment in a form to be agreed upon by the Parties and approved by the
9 Court.

10 12. “Gross Settlement Amount” refers to Two Hundred Twenty-Five Thousand
11 Dollars (\$225,000.00), which is the maximum amount that Defendant will pay pursuant to this
12 Settlement, excluding Defendant’s share of payroll taxes, which shall be paid by Defendant
13 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is
14 based on Defendant’s representation that Class Members worked an estimated 14,164 shifts
15 that were five hours or longer during the Class Period. If the actual number of shifts worked
16 lasting five hours or longer totals more than 10% above 14,164 (*i.e.*, more than 15,581), then
17 Plaintiff may request that either: (1) the Gross Settlement Amount be augmented by a
18 corresponding increase over 10% (*e.g.*, if there is a 12% increase in the total number of shifts,
19 the Gross Settlement Amount shall be increased by 2%), or (2) the Class Period end date be
20 modified so that the total number of shifts worked equals 15,581.

21 13. “Individual Settlement Payment” will be the portion of the “Net Settlement
22 Amount” payable to any “Settlement Class Member.”

23 14. “LWDA Letter” means the notice of alleged violations of the California Labor
24 Code sent by Plaintiff to the California Labor and Workforce Development Agency and
25 Defendant pursuant to Labor Code § 2699.3(l), on or about December 15, 2021.

26 15. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 38
27 below.

28 16. “Notice of Proposed Settlement” or “Notice” means the Notice of Pendency of

1 Class Action, in substantially the form attached hereto as Exhibit A, and as approved by the
2 Court.

3 17. "PAGA" shall mean the California Labor Code Private Attorneys General Act,
4 Labor Code § 2698, *et seq.*

5 18. "PAGA Period" means the period of February 3, 2018, through the date of
6 approval of this settlement, or May 19, 2023, whichever occurs first.

7 19. "Parties" shall refer to the Plaintiff and Defendant, each of whom is a "Party."

8 20. "Released Claims" are any and all claims, demands, liabilities, and causes of
9 action, reasonably arising from, or related to, the same set of operative facts as those set forth
10 in the operative complaint during the Class Period, including claims under Labor Code §§
11 201-203, 204, 226(a), 226.7, 510, 512, 558, 1174, 1175, 1194, 1197, 1197.1, and 2802, and
12 Business and Professions Code § 17200, *et seq.*

13 21. "Released PAGA Claims" are claims under California Labor Code § 2698, *et*
14 *seq.* that were brought or could have reasonably been brought based on the facts alleged in
15 Plaintiff's LWDA Letter during the PAGA Period, including violation of Labor Code §§ 201-
16 203, 204, 226(a), 226.7, 246, 510, 512, 558, 1174, 1175, 1194, 1197, 1197.1, and 2802.

17 22. "Released Parties" collectively means Defendant and each of its former, present,
18 and future owners, parents, and subsidiaries, and all of their current, former, and future
19 officers, directors, members, managers, employees, consultants, partners, shareholders, joint
20 venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers and/or
21 legal representatives.

22 23. "Service Award" shall mean the Service Award made to Plaintiff in her capacity
23 as Class Representative, which sum is over and above her pro-rata share as a class member.

24 24. "Settlement," "Settlement Agreement," or "Stipulation" means this Joint
25 Stipulation and Settlement of Class Action Claims.

26 25. "Settlement Administrator" means Phoenix Settlement Administrators.

27 26. "Settlement Class Members" means individual "Class Members" who did not
28 opt-out of the Settlement by submitting a valid request for exclusion as described in Paragraph

1 51.

2 RECITALS

3 27. This Action was filed against Defendant on February 3, 2022. The complaint
4 alleges the following causes of action: (1) violation of Labor Code §§ 226.7 and 1198
5 regarding meal periods and premiums; (2) violation of Labor Code §§ 226.7 and 1198
6 regarding rest periods and premiums; (3) violation of Labor Code §§ 1194 and 1198 regarding
7 hourly and overtime wages; (4) violation of Labor Code §§ 226, 1174, and 1175 regarding
8 itemized wage statements; (5) violation of Labor Code §§ 201-203 regarding timely payment
9 of final wages; (6) violation of Labor Code § 2802 regarding reimbursement of work-related
10 expenses; (7) violation of Labor Code § 2699, the Private Attorneys General Act ("PAGA");
11 and (8) violation of Business and Professions Code § 17200 for unfair business practices.
12 Since the filing of the complaint, the Parties have engaged in significant litigation and
13 discovery, including written discovery.

14 28. The Parties also engaged in settlement discussions, including mediation with the
15 Honorable Wynne S. Carvill (Ret.), which ultimately led to this Settlement.

16 29. Defendant denies any liability or wrongdoing of any kind whatsoever associated
17 with the claims in the Action, and further denies that, for any purpose other than settling this
18 lawsuit, this Action is appropriate for class action or representative treatment.

19 30. It is the Parties' desire to fully, finally, and forever settle, compromise, and
20 discharge all disputes and claims arising from or related to the allegations of this Action.

21 31. It is the Parties' intention that this Settlement Agreement shall constitute a full
22 and complete settlement and release of all Released Claims and Released PAGA Claims
23 against the Released Parties.

24 32. It is the Parties' intention that this Settlement Agreement shall not become
25 effective until the Court's order approving the Settlement is final, and there is no further
26 recourse by any Class Member or other party with standing to contest or appeal the Settlement.

27 33. Class Counsel has conducted a thorough investigation into the facts of this
28 Action, including an extensive review of relevant documents and data, and has diligently

1 pursued an investigation of claims of the members of the Class against Defendant. Based on
2 their own independent investigation and evaluation, Class Counsel is of the opinion that the
3 Settlement with Defendant is fair, reasonable, and adequate and is in the best interest of the
4 Class Members in light of all known facts and circumstances, including the risks of significant
5 delay and the defenses asserted by Defendant. Defendant and Defendant's Counsel also agree
6 that the Settlement is fair and in the best interests of the Class Members. Counsel for the
7 Parties further agree that the Settlement is fair, reasonable, and adequate with respect to civil
8 penalties sought pursuant to PAGA.

9 34. The Parties agree to cooperate and take all steps necessary and appropriate to
10 consummate this settlement in accordance with the terms of this Stipulation.

11 TERMS OF SETTLEMENT

12 35. In consideration of the mutual covenants, promises, and agreements set forth
13 herein, the Parties agree, subject to the Court's approval, to the terms herein.

14 36. It is agreed by and between Plaintiff and Defendant that this case and any
15 claims, demands, liabilities, penalties, damages, or causes of action of any kind whatsoever
16 claimed by Plaintiff on behalf of herself and the Settlement Class arising out of the disputes
17 which are the subject to this case, be settled and compromised, subject to the terms and
18 conditions set forth in this Stipulation and the Court's approval.

19 37. Effective Date: "Effective Date" shall be the latest of the following dates: (a) the
20 Court's final approval of the Settlement, if no objections by or on behalf of Class Members
21 have been filed and not withdrawn; (b) if an objection is filed, the time for appeal has expired
22 and no appeal has been filed or withdrawn; or (c) if a timely appeal is filed, the final resolution
23 of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in
24 final judicial approval of the Settlement.

25 38. Settlement Amount: To implement the terms of this Settlement, Defendant
26 agrees to pay a maximum total payment of Two Hundred Twenty-Five Thousand Dollars and
27 Zero Cents (\$225,000.00) ("Gross Settlement Amount"), which includes payments to
28 Settlement Class Members (excluding any appropriate and lawfully required employer-side

1 payroll taxes owed by Defendant, on such payments which Defendant shall be separately
2 responsible for apart from the Gross Settlement Amount), Service Award to the Class
3 Representative, payment to the California Labor & Workforce Development Agency
4 ("LWDA") and payment to Aggrieved Employees for PAGA penalties, Settlement
5 Administrator's fees and costs, approved attorneys' fees and litigation costs, and any other
6 payments provided by this Settlement. Except as otherwise specified herein, Defendant shall
7 not be required to pay any additional monies beyond the amount of the Gross Settlement
8 Amount. Further, under no circumstances whatsoever shall any portion of the Gross
9 Settlement Amount revert to Defendant, and any amount of the Gross Settlement Amount not
10 required to pay the above referenced costs shall be paid to the Settlement Class Members on a
11 pro rata basis according to the formula contained herein.

12 39. Funding of Settlement Amount: Within thirty (30) calendar days of the
13 Effective Date, Defendant shall transfer to the Settlement Administrator the Gross Settlement
14 Amount and the employer's share of payroll taxes.

15 40. Allocation of Gross Settlement Amount: The Parties agree the Gross Settlement
16 Amount, subject to Court approval, shall be allocated as follows: After the deduction of the
17 amounts awarded for the PAGA award to the LWDA and Aggrieved Employees, attorneys'
18 fees and costs, class representative Service Award, and settlement administration costs,
19 approximately Ninety Nine Dollars (\$99,000.00) (the "Net Settlement Amount") shall be
20 allocated to the Settlement Class Members (the "Net Settlement Amount").

- 21 a. This amount shall be divided among the Settlement Class Members on a
22 pro-rata basis, based upon the total number of pay periods worked by
23 each such Settlement Class Member during the Class Period based on:
24 (1) each Settlement Class Member's total number of pay periods worked
25 during the Class Period; (2) divided by the aggregate number of pay
26 periods worked by all Settlement Class Members during the Class
27 Period; (3) multiplied by the value of the total Net Settlement Amount.
28 Each Settlement Class Member's respective number of applicable pay

1 periods worked and estimated share of the Net Settlement Amount shall
2 be identified on the Notice.

3 b. The Parties agree that if any Settlement Class Member disputes the basis
4 for determining their share of the Settlement, Defendant's records shall
5 presumptively control unless the Settlement Class Member can produce
6 documentation evidence of other pay periods worked during the relevant
7 time period. Upon the submission of such evidence, the Settlement
8 Administrator will make a determination as to any such dispute, which
9 shall be final and binding.

10 c. To the extent that amounts in Paragraphs 41 and 42 below are not
11 approved by the Court, such amounts will be reallocated to the Net
12 Settlement Amount unless allocated otherwise by agreement of the
13 Parties, with approval of the Court.

14 d. The Individual Settlement Payment shall be classified as follows: eighty
15 percent (80%) as penalties, ten percent (10%) as interest, and ten percent
16 (10%) as wages.

17 e. Within ten (10) calendar days of the transfer to the Settlement
18 Administrator of the Gross Settlement Amount, and only upon the
19 Effective Date being met, the Settlement Administrator shall issue to
20 each Settlement Class Member his/her Individual Settlement Payment.

21 f. Settlement Class Members shall have one-hundred eighty (180) days
22 from the date of issuance of the Individual Settlement Payment to
23 negotiate the check.

24 g. Any Individual Settlement Payment not cashed within one-hundred
25 eighty (180) days from the date of issuance of the check shall be paid to
26 the following *cy pres* recipient in accordance with California Code of
27 Civil Procedure § 384: Watsonville Law Center.

28 41. Individual Settlement Payments Do Not Trigger Additional Benefits: All

1 Individual Settlement Payments shall be deemed to be income solely in the year in which such
2 payments are actually received by the Settlement Class Members. It is expressly understood
3 and agreed that the receipt of such Individual Settlement Payment will not entitle any
4 Settlement Class Member to additional compensation or benefits under any company bonus,
5 contest, or other compensation or benefit plan or agreement in place (including, but not limited
6 to, health and welfare benefits) during the period covered by the Settlement, nor will it entitle
7 any Settlement Class Member to any increased retirement, 401(k) benefits or matching
8 benefits, or deferred compensation benefits. It is the intent of this Settlement that the
9 Individual Settlement Payments provided for in this Agreement are the sole payments to be
10 made by Defendant to the Settlement Class Members in connection with this Settlement, and
11 that the Settlement Class Members are not entitled to any new or additional compensation or
12 benefits as a result of having received the payments (notwithstanding any contrary language or
13 agreement in any benefit or compensation plan document that might have been in effect during
14 the period covered by this Settlement).

15 42. Settlement Administrator: The Settlement Administrator shall be Phoenix
16 Settlement Administration (the "Settlement Administrator"). The Settlement Administrator
17 will maintain acceptable electronic and physical security protocols to adequately protect and
18 safeguard the private employee information it will have access to as a result of the claims
19 process. The fees and expenses of the Settlement Administrator, which are currently estimated
20 at approximately Six Thousand Dollars (\$6,000.00), shall be paid from the Gross Settlement
21 Amount.

22 43. Attorneys' Fees and Attorneys' Costs: Subject to the Court's approval, Class
23 Counsel shall be allowed to seek attorneys' fees up to a total sum of Seventy-Five Thousand
24 Dollars (\$75,000.00) and litigation costs up to a total sum of Twenty-Five Thousand Dollars
25 (\$25,000.00). Defendant will not object to Class Counsel's application for attorneys' fees and
26 costs in these amounts. The amount set forth above will cover all work performed and all fees
27 and costs incurred to date, and all work to be performed and all fees and costs to be incurred in
28 the future in connection with the approval by the Court of this Settlement Agreement, and the

1 administration of the Settlement. Should Class Counsel request a lesser amount, or should the
2 Court approve a lesser amount of attorneys' fees and/or costs, the difference between the
3 lesser amount and the maximum amount set forth above shall be added back into the Net
4 Settlement Amount. Class Counsel will not be entitled to further fees or costs from Defendant
5 if it elects to appeal any reduction in the requested fee or cost award.

6 44. Class Representative: Subject to the Court's approval, Defendant further agrees
7 to pay the Class Representative a Service Award up to a maximum of Five Thousand Dollars
8 (\$5,000.00) for reimbursement for her services as Class Representative. Defendant will not
9 object to Class Counsel's application for Court approval of a Service Award to the Class
10 Representative in the amount of \$5,000.00. It is understood that the Service Award is in
11 addition to any claimed Individual Settlement Payment to which Plaintiff is entitled.

12 45. PAGA Award: Subject to the Court's Approval, Defendant agrees to pay the
13 amount of Twenty Thousand Dollars (\$20,000.00) in resolution of the Released PAGA
14 Claims. Fifteen Thousand Dollars (\$15,000.00), representing 75% of the penalties paid
15 pursuant to the PAGA, shall be paid to the LWDA. Five Thousand Dollars (\$5,000.00),
16 representing 25% of the penalties paid pursuant to the PAGA, shall be reallocated into the Net
17 Settlement Amount and paid to Aggrieved Employees during the PAGA Period. The PAGA
18 Award shall constitute a complete payment of PAGA penalties for, and shall fully and finally
19 resolve, the Released PAGA Claims.

20 46. Tax Forms: The Settlement Administrator shall be responsible for issuing the
21 payments and withholding all required state and federal taxes in accordance with this
22 Settlement Agreement. The Settlement Administrator will issue IRS Forms W-2 with respect
23 to the amounts paid as wages to the Settlement Class Members, and IRS Forms 1099 with
24 respect to the amounts paid as penalties and interest to the Settlement Class Members. The
25 Settlement Administrator will also issue IRS Forms 1099 to: (1) Plaintiff for the Service
26 Award for her services as Class Representative; and (2) Class Counsel for the amount paid for
27 approved fees and costs. The Settlement Administrator will be responsible for preparing these
28 forms correctly. The Settlement Administrator shall also be responsible for submitting

1 Defendant's share of payroll taxes to the appropriate government agencies on behalf of
2 Defendant. Plaintiff and Class Counsel will be responsible for correctly characterizing this
3 compensation for tax purposes and for paying any taxes on the amounts received.

4 47. Indemnification: Plaintiff and Class Counsel acknowledge and agree that they
5 are and will be responsible for the payment of any and all Federal, State, and Local taxes or
6 penalties associated with their respective allocated portions of the payments described herein,
7 and agree to indemnify, defend, and hold the Released Parties harmless from any and all
8 claims by any Federal, State, or Local taxing authority that Plaintiff or Class Counsel failed to
9 pay or underpaid their or her share of taxes associated with the payments set forth in this
10 Agreement. The Parties acknowledge and agree that Class Counsel is not responsible for the
11 payment of any or all Federal, State, and Local taxes or penalties associated with payments to
12 Plaintiff and Settlement Class Members, and further acknowledge and agree that Class
13 Counsel does not agree to indemnify, defend, or hold the Released Parties harmless from any
14 and all claims by any Federal, State, or Local taxing authority that Plaintiff or Settlement Class
15 Members failed to pay or underpaid their or her share of taxes associated with the payments
16 set forth in this Settlement Agreement.

17 **NOTICE TO THE SETTLEMENT CLASS**

18 48. Within fourteen (14) calendar days of preliminary approval of this Settlement by
19 the Court, Defendant shall provide to the Settlement Administrator a Class Member List,
20 consisting of the names, telephone numbers, last known addresses, Social Security numbers,
21 and the total number of pay periods worked by each Class Member during the Class Period.

22 49. The Settlement Administrator (along with any of its agents) shall represent and
23 warrant that it will: (1) provide reasonable and appropriate administrative, physical, and
24 technical safeguards for any personally identifiable information ("PII"), which it receives from
25 Defendant's Counsel and/or Class Counsel; (2) not disclose the PII to third parties, including
26 agents or subcontractors, without Defendant's consent; (3) not disclose or otherwise use the
27 PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendant
28 with notice if PII is subject to unauthorized access, use, disclosure, modification, or

1 destruction. The Settlement Administrator may provide notice to both Parties if the PII is
2 subject to unauthorized access, use, disclosure, modification, or destruction; however, all
3 additional communications from the Settlement Administrator regarding the scope,
4 circumstances, and substance shall be communicated solely to Defendant.

5 50. The Settlement Administrator shall send a Notice to each Class Member by first
6 class mail within ten (10) calendar days of receipt of the Class Member List pursuant to
7 Paragraph 46. Prior to mailing the Notice, the Settlement Administrator shall update the
8 addresses of the Class Members by reference to the National Change of Address Database
9 maintained by the United States Postal Service. If a Notice is returned as non-deliverable but
10 with a forwarding address, the Settlement Administrator shall resend the Notice to the
11 forwarding address. If a Notice is returned as non-deliverable with no forwarding address, the
12 Settlement Administrator shall conduct an advanced skip trace to locate the most current
13 address of the person to whom the Notice was addressed and shall resend the Notice within
14 five (5) calendar days to any updated address. Upon completion of these steps, the Parties
15 shall be deemed to have satisfied their obligations to provide the Notice to the Class Members.

16 51. The Settlement Administrator shall provide to the Court, concurrently with
17 Plaintiff's Motion for Final Approval, a declaration of due diligence and proof of mailing with
18 regard to the mailing of the Notices.

19 52. The Settlement Administrator shall also be responsible for:

- 20 a. Mailing the Notice as directed by the Court;
- 21 b. Consulting with counsel for the Parties concerning any relevant issue,
22 including (without limitation) the estimated amounts of approximate
23 Individual Settlement Payments, and the acceptance of any late or
24 deficient disputes;
- 25 c. Keeping track of timely and proper requests for exclusion;
- 26 d. Calculation and distribution of Individual Settlement Payments, payment
27 to the LWDA and to Aggrieved Employees;
- 28 e. Providing weekly status reports to counsel for the Parties, including: (a)

1 the number of Notices mailed; (b) the number of disputes received (and
2 sending copies of said disputes); (c) the number of objections received;
3 and, (d) the number of requests for exclusion received.

4 f. Notifying Counsel for Defendant of the wiring instructions to fund the
5 Settlement Amount as approved by the Court;

6 g. Distributing and paying the Individual Settlement Payments, payment to
7 the LWDA, payment to Aggrieved Employees, the Service Award to
8 Plaintiff, and fees and costs awarded to Class Counsel;

9 h. Issuing tax forms and addressing employer and employee-side payroll
10 taxes as described in Paragraph 44; and,

11 i. Such other tasks as the Parties mutually agree or the Court orders the
12 Settlement Administrator to perform, including responding to questions
13 from Class Members.

14 REQUESTS FOR EXCLUSION

15 53. Each Class Member shall have forty-five (45) calendar days from the mailing of
16 the Notice within which to complete and postmark a written request for exclusion, for return to
17 the Settlement Administrator. The request need not be in any particular form and will be
18 considered a valid request for exclusion so long as it communicates a clear desire by the Class
19 Member not to be included in the Settlement and/or Settlement Class, identifies his/her full
20 name and current address along with his/her signature. No requests for exclusion shall be
21 accepted if postmarked after the forty-five (45) calendar day period for the filing of
22 exclusions. Class Members are responsible for maintaining a photocopy of their request for
23 exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the
24 timeliness of a request for exclusion or whether a written communication constitutes a valid
25 request that cannot be resolved between the Parties shall be determined by the Court, whose
26 determination shall be final.

27 54. Any Class Member who validly excludes him/herself from this Settlement shall
28 not be entitled to any portion of the Net Settlement Amount and shall not be bound by this

1 Settlement Agreement, except as it pertains to the Released PAGA Claims. Class Members
2 shall be bound by the Released PAGA Claims regardless of whether they submit a valid
3 request for exclusion from the Settlement.

4 55. If ten percent (10%) or more of the Class Members opt out of the Settlement by
5 submitting valid and timely requests for exclusion, Defendant shall have the right in its sole
6 discretion to rescind and void the Parties' Settlement at any time before final approval by the
7 Court, by providing written notice to Class Counsel at least twenty (20) business days prior to
8 the final fairness hearing, provided the Settlement Administrator has previously furnished
9 Defendant with the number and percentage of valid and timely requests for exclusion. If
10 Defendant exercises this option, Defendant shall pay all costs of administration incurred up to
11 that date.

12 **OBJECTIONS TO THE SETTLEMENT**

13 56. Each Class Member shall have forty-five (45) calendar days from the mailing of
14 the Notice, or such number of days as the Court shall specify, within which to postmark an
15 objection, for return to the Settlement Administrator. Any Class Member wishing to object to
16 the approval of this settlement ("Objecting Class Member") shall inform the Court and the
17 Parties in the objection of (1) full name and current address of the Objecting Class Member;
18 and (2) the specific reason(s) for the objection; and shall also provide any and all evidence and
19 supporting papers (including, without limitation, all briefs, written evidence, and declarations)
20 to be considered by the Court.

21 57. Any Class Member who fails to timely submit an objection in writing or in
22 person shall be foreclosed from making any objection to this settlement or from filing an
23 appeal to the Final Order and Judgment unless otherwise ordered by the Court. A Class
24 Member who does not submit a written objection may still appear at the Final Fairness hearing
25 and object.

26 58. Counsel for the Parties shall file any response to the objections submitted by
27 Objecting Class Members, if any, at least seven (7) calendar days before the date of the Final
28 Approval Hearing.

59. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or to file an appeal to the Final Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement.

**RELEASE BY THE SETTLEMENT CLASS MEMBERS AND CLASS
REPRESENTATIVE**

60. Upon the Effective Date, and except as to such rights or claims as may be created by this Settlement Agreement, each Settlement Class Member and the Class Representative fully releases and discharges the Released Parties from the Released Claims that arose or accrued at any time during the Class Period. Any individuals who have excluded themselves from the Class Settlement will release only the Released PAGA Claims as set forth below.

RELEASE BY THE AGGRIEVED EMPLOYEES

61. Upon the Effective Date, the State of California and each Aggrieved Employee fully releases and discharge the Released Parties from the Released PAGA claims that arose or accrued at any time during the PAGA Period.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

62. Class Counsel shall submit this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and determination by the Court as to whether the proposed Settlement is within the range of possible judicial approval. Upon execution of this Settlement Agreement, Class Counsel shall apply to the Court for the entry of an order substantially in the following form:

- a. Scheduling of the Final Approval Hearing on the question of whether the proposed Settlement, including payment of attorneys' fees and costs and the Class Representative's Service Award should be finally approved as fair, reasonable, and adequate as to the Class Members;
- b. Certifying the Class;
- c. Approving the Notice;

- 1 d. Directing the mailing of the Notice by first class mail to the Class
2 Members; and
3 e. Preliminarily approving the Settlement subject only to the objections of
4 the Class Members and final review by the Court.

5 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

6 Following final approval by the Court of the settlement provided for in this Settlement
7 Agreement, Class Counsel shall submit a proposed Final Order and Judgment in
8 approximately the following form: approving the Settlement, adjudging the terms thereof to be
9 fair, reasonable, and adequate, and directing consummation of its terms and provisions
10 including the approval of Class Counsel's application for an award of attorneys' fees and costs
11 and the Service Award to the Class Representative.

12 **PARTIES' AUTHORITY**

13 63. The signatories hereto hereby represent that they are fully authorized to enter
14 into this Settlement Agreement and bind the Parties hereto to the terms and conditions thereof.

15 **MUTUAL FULL COOPERATION**

16 64. The Parties agree to fully cooperate with each other to accomplish the terms of
17 this Settlement Agreement, including, but not limited to, execution of such documents and
18 taking of such action as reasonable may be necessary to implement the terms of this
19 Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts,
20 including all efforts contemplated by this Settlement Agreement and any other efforts that may
21 become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement
22 and the terms set forth herein. As soon as practicable after execution of this Settlement
23 Agreement, Class Counsel shall take all necessary steps to secure the Court's final approval of
24 this Settlement Agreement.

25 65. The Parties and their respective counsel agree that they will not attempt to
26 encourage or discourage Class Members from filing requests for exclusion.

27 **NO PRIOR ASSIGNMENTS**

28 66. The Parties and their respective counsel represent, covenant, and warrant that

1 they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign,
2 transfer, or encumber to any person or entity any portion of any liability, claim, demand,
3 action, cause of action, or right herein released and discharged except as set forth herein.

4 **NO ADMISSION**

5 67. Nothing contained herein, nor the consummation of this Settlement Agreement,
6 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing
7 on the part of Defendant. Each of the Parties hereto has entered into this Settlement
8 Agreement solely with the intention to avoid further disputes and litigation with the attendant
9 inconvenience and expenses.

10
11 **BREACH AND ENFORCEMENT ACTIONS**

12 68. The Parties will jointly request that the Court retain jurisdiction pursuant to
13 California Code of Civil Procedure § 664.6 to retain jurisdiction to oversee and enforce the
14 terms of this Settlement. In the event of a breach of this Settlement, the non-breaching Party
15 shall provide notice to the breaching party and request that the breaching party cure any
16 alleged breach. If the breach is not cured within thirty (30) days of said notice, the non-
17 breaching party may pursue legal action or other proceeding against any other breaching party
18 or parties to enforce the provisions of this Settlement Agreement or to declare rights or
19 obligations under this Settlement Agreement. In the event of such enforcement actions, the
20 successful party or parties shall be entitled to recover from the unsuccessful party or parties
21 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with
22 any enforcement actions. All such disputes shall be resolved by the Court.

23 **NOTICES**

24 69. Unless otherwise specifically provided herein, all notices, demands, or other
25 communications given hereunder shall be in writing and shall be deemed to have been duly
26 given as of the third business day after mailing both electronically and by United States
27 registered or certified mail, return receipt requested, addressed as follows:

28 To Plaintiff, the Class, and Class Counsel:

1 B. James Fitzpatrick
2 Laura L. Franklin
3 FITZPATRICK & SWANSTON
4 555 S. Main Street
5 Salinas, CA 93901
6 Telephone: (831) 755-1311

Larry W. Lee
Kristen M. Agnew
Nicholas Rosenthal
DIVERSITY LAW GROUP
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555

7 To Defendant and Defendant's Counsel:

8 Anthony C. Ocegüera
9 George J. Theofanis
10 BARBER RANEN LLP
11 One Embarcadero Center, Suite 2100
12 San Francisco, CA 94111
13 Telephone: 916.313.7052

14 CONSTRUCTION

15 70. The Parties hereto agree that the terms and conditions of this Settlement
16 Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties,
17 and this Settlement Agreement shall not be construed in favor of or against any party by
18 reason of the extent to which any Party or her or its counsel participated in the drafting of this
19 Settlement Agreement.

20 CAPTIONS AND INTERPRETATIONS

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

25 MODIFICATION

26 72. This Settlement Agreement may not be changed, altered, or modified, except in
27 writing and signed by the Parties hereto and approved by the Court. This Settlement
28 Agreement may not be discharged except by performance in accordance with its terms or by a
writing signed by the Parties hereto.

INTEGRATION CLAUSE

73. This Settlement Agreement, and the Exhibits attached hereto and incorporated

1 herein by reference, contain the entire agreement between the Parties relating to the settlement
2 and transaction contemplated hereby, and all prior or contemporaneous agreements,
3 understandings, representations, and statements, whether oral or written and whether by a
4 Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived
5 except in writing.

6 **BINDING ON ASSIGNS**

7 74. This Settlement Agreement shall be binding upon and inure to the benefit of the
8 Parties hereto and their respective heirs, trustees, executors, administrators, successors, and
9 assigns.

10 **CONFIDENTIALITY**

11 75. The Parties, Class Counsel, and Defendant's Counsel agree that the existence
12 and contents of this Settlement and all related settlement communications will remain
13 confidential until the Motion for Preliminary Approval of Class Action Settlement is filed with
14 the Court. This provision shall not prevent the disclosure of such information prior to the
15 filing of the Motion for Preliminary Approval of Class Action Settlement with the Court to (1)
16 regulators, rating agencies, independent accountants, advisors, financial analysts, agents,
17 existing or potential insurers or reinsurers, experts, courts, and any existing or potential
18 investor of or any existing or potential lender to any of the Released Parties, the Settlement
19 Administrator as may reasonably be required to effectuate this Settlement, and/or as otherwise
20 required to comply with any applicable law or regulation; and/or (2) any person or entity to
21 whom the Parties agree in writing disclosure must be made to effectuate this Settlement.

22 76. The Parties, Class Counsel, and Defendant's Counsel agree not to issue a press
23 release or otherwise notify the media about the terms of the Settlement or advertise or market
24 any of the terms of the Settlement through written, recorded, or electronic communications,
25 unless so ordered by the Court. This provision is not intended to and does not limit Class
26 Counsel to respond to questions from and provide advice to Class Members regarding the
27 Settlement.

28 **CALIFORNIA LAW GOVERNS**

77. All terms of this Settlement Agreement and any Exhibits thereto will be governed by and interpreted according to the laws of the State of California.

CLASS MEMBER SIGNATORIES

78. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each member execute this Settlement Agreement. The Notice of Pendency of Class Action, Exhibit "A" hereto, will advise the Class of the binding nature of the release, and the release shall have the same force and effect as if this Settlement Agreement were executed by each member.

COUNTERPARTS

79. This Settlement Agreement may be executed in counterparts and by facsimile signatures, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Settlement Agreement binding upon and effective as to all Parties.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation and Settlement of Class Action Claims between Plaintiff and Defendant as of the date(s) set forth below:

Dated: 06/05/2023

HEA YON SUZZIE DORN

By: 
95EEAB2C789E401...

Hea Yon Suzzie Dorn
Plaintiff and Class Representative

Dated: 5/31/2023

CENTRAL COAST FEDERAL CREDIT UNION

By: 
Name Leinette Limtiaco
Title President / CEO

1 APPROVED AS TO FORM AND CONTENT:

2
3 Dated: June 5, 2023

FITZPATRICK & SWANSTON
DIVERSITY LAW GROUP

4
5 By:  _____

B. James Fitzpatrick
Larry W. Lee

6 Attorneys for Plaintiff Hea Yon Suzzie Dorn and the
7 Class

8
9
10 Dated: June 1, 2023

BARBER RANEN LLP

11 By:  _____

12 Anthony C. Ocegvera
George J. Theofanis

13 Attorneys for Defendant Central Coast Federal Credit
14 Union

EXHIBIT A

DORN v. CENTRAL COAST FEDERAL CREDIT UNION
SETTLEMENT ADMINISTRATOR
[INSERT SETTLEMENT ADMINISTRATOR]

IMPORTANT LEGAL MATERIALS

Barcode39 - <<SequenceNo>>

<<Name1>>

<<Name2>>

<<Name3>>

<<Name4>>

<<Address1>>

<<Address2>>

<<City>> <<State>> <<Zip10>>

<<CountryName>>

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY
DORN v. CENTRAL COAST FEDERAL CREDIT UNION
Case No. 22CV000335

NOTICE OF CLASS ACTION SETTLEMENT

**YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY \$<<EstimatedAward>>
THROUGH THIS CLASS ACTION SETTLEMENT.**

To: All non-exempt employees who are or previously were employed by Central Coast Federal Credit Union in California during the period of February 3, 2018, through May 19, 2023.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED
SETTLEMENT.

TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.

This Notice is Court Approved. This is not a solicitation from an attorney.

1. WHY DID I GET THIS NOTICE?

You received this Notice because a proposed settlement (the “Settlement”) has been reached in the class action and representative lawsuit entitled *DORN v. CENTRAL COAST FEDERAL CREDIT UNION*, Case No. 21CV000335 (hereinafter referred to as the “Action”).

The Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 16, below.

2. WHAT IS THE ACTION ABOUT?

On February 3, 2022, this Action was filed against Defendant Central Coast Federal Credit Union (“Defendant”), alleging: (1) violation of Labor Code §§ 226.7 and 1198 regarding meal periods and premiums; (2) violation of Labor Code §§ 226.7 and 1198 regarding rest periods and premiums; (3) violation of Labor Code §§ 1194 and 1198 regarding hourly and overtime wages; (4) violation of Labor Code §§ 226, 1174, and 1175 regarding itemized wage statements; (5) violation of Labor Code §§ 201-203 regarding timely payment of final wages; (6) violation of Labor Code § 2802 regarding reimbursement of work-related expenses; (7) violation of Labor Code § 2699, the Private Attorneys General Act (“PAGA”); and (8) violation of Business and Professions Code § 17200 for unfair business practices.

Defendant vehemently denies the allegations in the Action and is prepared to continue to defend the action vigorously. The court has not made any ruling on the merits in the Action.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Hea Yon Suzzie Dorn (“Plaintiff”) is the person who is bringing this Action on your behalf and on behalf of other similarly situated employees.

In the Action, the Plaintiff seeks to represent you on a class and representative basis. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All non-exempt employees who are or previously were employed by Central Coast Federal Credit Union in California during the period of February 3, 2018, through May 19, 2023. The time between February 3, 2018 and May 19, 2023 is the “Class Period.”

Based on Defendant’s records, you worked as a non-exempt employee in California for <<Pay Periods>> during the Class Period.

5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

There was a hearing on [INSERT PRELIMINARY APPROVAL DATE] in the Superior Court of the State of California for the County of Monterey, at which time Judge Thomas W. Wills preliminarily approved the Settlement.

For all Class Members who do not exclude themselves from the Settlement as provided herein, the Settlement will resolve the Class Members' claims, demands, liabilities, and causes of action, reasonably arising from, or related to, the same set of operative facts as those set forth in the operative complaint during the Class Period, including claims under Labor Code §§ 201-203, 204, 226(a), 226.7, 510, 512, 558, 1174, 1175, 1194, 1197, 1197.1, and 2802, which include claims for meal periods and premiums, rest periods and premiums, timely payment of wages, including final wages, itemized wage statements, and reimbursement of work-related expenses. The Settlement will also resolve violation of Business and Professions Code § 17200 based on such Labor Code sections. Together these are the "Released Claims."

In addition, the Settlement will resolve the Class Members' claims under Labor Code § 2699, the Private Attorneys General Act ("PAGA"), that were brought or could have reasonably been brought based on the facts alleged in Plaintiff's LWDA letter during the "PAGA Period" February 3, 2018 and May 19, 2023, including violations of the above Labor Code sections. These are the "Released PAGA Claims." There is no exclusion from the Released PAGA Claims.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to the Plaintiff or the Class Members on those claims.

The parties have agreed to settle the case for a maximum total payment of \$225,000.00 ("Gross Settlement Amount"). Under the terms of the settlement, the following payments have been agreed to: (1) attorneys' fees not to exceed \$75,000.00 (1/3) of the total settlement amount; (2) documented litigation costs to Class Counsel, in amounts set by the Court, up to \$25,000.00; (3) service award to the Plaintiff for services in the Action, in an amount not to exceed \$5,000.00; (4) \$6,000.00 for settlement administration costs; and (5) \$15,000.00 for PAGA penalties to be paid to the California Labor & Workforce Development Agency ("LWDA"). The amount of money remaining after these payments is the amount that will be distributed to individuals who are Settlement Class Members. This amount is known as the "Net Settlement Amount."

Class Members who do not exclude themselves from the Settlement are the "Settlement Class Members" and are the individuals who will receive an Individual Settlement Payment. The Settlement Administrator will determine each Settlement Class Member's Individual Settlement Payment as follows: The Net Settlement Amount shall be divided among the Settlement Class Members on a pro-rata basis, based upon the total number of pay periods worked by each such Settlement Class Member during the Class Period (including partial weeks) based on: (1) each Settlement Class Member's total number of pay periods worked during the Class Period; (2) divided by the aggregate number of total number of pay periods worked during

the Class Period for all Settlement Class Members; (3) multiplied by the value of the total Net Settlement Amount.

6. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

If the Settlement is approved, the Court will enter a Final Order and Judgment, and **you will release the following claims, and will be barred from prosecuting any and all such claims against Defendant and the Released Parties:**

Any and all claims, demands, liabilities, and causes of action, reasonably arising from, or related to, the same set of operative facts as those set forth in the operative complaint during the Class Period, including claims under Labor Code §§ 201-203, 204, 226(a), 226.7, 510, 512, 558, 1174, 1175, 1194, 1197, 1197.1, and 2802, and Business and Professions Code § 17200, *et seq.* (“Released Claims”).

Claims under California Labor Code § 2698, *et seq.* that were brought or could have reasonably been brought based on the facts alleged in Plaintiff’s LWDA Letter during the Class Period, including violation of Labor Code §§ 201-203, 204, 226(a), 226.7, 246, 510, 512, 558, 1174, 1175, 1194, 1197, 1197.1, and 2802 (“Released PAGA Claims”).

The Judgment will resolve the claims to the extent provided in the Settlement Agreement and will permanently bar all Settlement Class Members from prosecuting any and all such claims against Defendant and the Released Parties. You will remain bound by the Settlement, and you cannot sue, continue to sue, or be a part of any other lawsuit about the Released Claims and Released PAGA Claims. It also means that all of the Court’s orders will apply to you and legally bind you.

The precise definitions of the capitalized terms in the paragraphs above can be found in the Joint Stipulation and Settlement of Class Action Claims, which can be viewed at the Courthouse (Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, California 93940) during normal business hours.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to participate in the settlement. You will receive in Individual Settlement Payment from this Settlement approximately 60 days after the Final Approval Hearing on [REDACTED], if the Settlement is approved and no objections are filed. Class Counsel have been appointed and approved by the Court and Class Counsel will represent you.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Individual Settlement Payment. If you fail to keep your address current, you may not receive your Individual Settlement Payment.

8. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You can object to any of the terms of the Settlement before the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement, but you will also receive an Individual Settlement Payment. To object, you must mail your written objection and any notice of intention to appear at the Final Approval Hearing to the Settlement Administrator and the attorneys at the addresses listed below by [INSERT RESPONSE DEADLINE] (45 days after the date of mailing of this Notice):

- Settlement Administrator:

DORN v. CENTRAL COAST FEDERAL CREDIT UNION
SETTLEMENT ADMINISTRATOR
[INSERT SETTLEMENT ADMINISTRATOR]
Toll-free number: [TBD]

- Counsel for Named Plaintiff:

B. James Fitzpatrick, Esq.
Laura L. Franklin, Esq.
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311

Larry W. Lee, Esq.
Kristen M. Agnew, Esq.
Nicholas Rosenthal, Esq.
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555

- Counsel for Defendant:

Anthony C. Ocegüera, Esq.
George J. Theofanis, Esq.
BARBER RANEN LLP
One Embarcadero Center, Suite 2100
San Francisco, CA 94111
Telephone: 916.313.7052

Any written objections shall state each specific reason for your objection and any legal support for each objection. Your objection and the envelope containing the objection must state: “Attention: *DORN v. CENTRAL COAST FEDERAL CREDIT UNION*, 22CV000335.” Your objection shall also state your full name, current address, and include any and all evidence you want considered by the Court. If you wish to address the Court at the Final Approval Hearing scheduled for [REDACTED], you should also state your desire to be heard at the Final Approval Hearing in your written objection. You may appear personally at the Final Approval Hearing, or through your own counsel, paid for at your own expense.

IF YOU DO NOT TIMELY MAKE YOUR WRITTEN OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND MAY NOT APPEAL THE

FINAL JUDGMENT. HOWEVER, YOU MAY STILL APPEAR AND SPEAK AT THE FINAL APPROVAL HEARING.

9. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the class settlement. To do so, you must submit a written request for exclusion to the Settlement Administrator at the following address:

DORN v. CENTRAL COAST FEDERAL CREDIT UNION
SETTLEMENT ADMINISTRATOR

To be valid, a written request for exclusion must state that you wish to be excluded, and (1) must contain your name (and former names, if any), current address; (2) must be signed by you; (3) must be postmarked on or before [**RESPONSE DEADLINE**]; and (4) returned to the Settlement Administrator at the address listed above.

Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the Settlement, including the Release described in this Notice. Class Counsel will not represent your interests if you request to be excluded. There is no exclusion from the Released PAGA Claims.

10. WILL THE NAMED PLAINTIFF BE COMPENSATED FOR BRINGING THIS LAWSUIT?

Plaintiff will request a service award of up to \$5,000.00 for her services as the Class Representative and for her efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Plaintiff. Plaintiff's Application for her Service Payment can be viewed at the Courthouse after [**INSERT DATE**], during normal business hours (as well as Class Counsel's Application for Attorneys' Fees and Costs as discussed below).

11. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court has ordered that the interests of Named Plaintiff and the Class Members are represented by counsel for Named Plaintiff as follows:

B. James Fitzpatrick, Esq.
Laura L. Franklin, Esq.
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311

Larry W. Lee, Esq.
Kristen M. Agnew, Esq.
Nicholas Rosenthal, Esq.
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555

(collectively, "Class Counsel"). Class Members will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. If you have questions about the case or the Settlement, you should ask Class Counsel. Counsel for

Defendant listed in Section 8 above represents Defendant and does not represent you or any Class Members.

12. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court an amount not to exceed 1/3 of the total settlement amount (in other words, up to \$75,000.00) for their attorneys' fees and litigation costs not exceeding \$25,000.00. A copy of Class Counsel's application for attorneys' fees and costs can be viewed at the Courthouse after [INSERT DATE], during normal business hours. The actual amount awarded to Class Counsel will be determined by the Court.

13. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to Named Plaintiff.

14. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on [REDACTED], at [INSERT TIME] a.m., in Department *** of the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, California 93940 ("Final Approval Hearing").

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing unless you have timely filed an objection with the Court. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Action may continue to trial.

15. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

At the hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you do not have to attend. You may speak at the Final Approval Hearing. If you have requested exclusion from the Settlement, however, you may not speak at the Final Approval Hearing.

16. HOW DO I GET MORE INFORMATION?

To see a copy of the Joint Stipulation and Settlement of Class Action Claims (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Action), the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the operative Complaint filed in the Action, and other filed documents related to Plaintiff's lawsuit and this Settlement, you may view all such files at the

Clerk's office at the Superior Court of the State of California for the County of Monterey, 1200 Agujito Road, Monterey, California 93940.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the Central Coast Federal Credit Union Class Action Settlement.

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[INSERT INFO]

You may also contact the attorneys for the Class, whose names and contact information are listed above.

17. WHAT IF MY INFORMATION CHANGES?

If, after you receive this Notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

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

EXHIBIT B



MUTUAL AGREEMENT TO ARBITRATE

1. **Mutual Agreement to Arbitrate Claims.** Central Coast Federal Credit Union and all of its related entities and subsidiaries (hereinafter “Company”) and _____ (“Employee”) voluntarily agree to the resolution by arbitration of all claims, disputes, and/or controversies (collectively “claims”), whether or not arising out of Employee’s employment or the termination of employment, that Company may have against Employee or that Employee may have against Company or against its employees or agents in their capacity as employees or agents. The claims covered by this Arbitration Agreement include, but are not limited to, claims for wages or other compensation due; claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination or harassment, including, but not limited to, alleged violation of any federal or state civil rights laws, ordinances, regulations or orders, based on charges of discrimination or harassment on account of race, color, religion, sex, sexual orientation, age, citizenship, national origin, mental or physical disability, medical condition, genetic predisposition, marital status, pregnancy or any other discrimination or harassment prohibited by such laws, ordinances, regulations or orders; claims for benefits (except where an employee benefit or retirement plan specifies that its claims procedures shall culminate in an arbitration procedure different from this), and claims for violation of any federal, state, or other governmental law, statute, regulation or ordinance, except claims specifically excluded below.

Disputes relating to the interpretation, applicability, and enforceability of this Agreement, including disputes as specified in paragraph 2 relating to the enforceability of any class, collective, or representative action waiver, shall be resolved by the court.

2. **Class and Representative Action Waiver.** Employee and Company expressly intend and agree that each will forego pursuing any covered dispute on a class, collective, or representative basis and will not assert class, collective, or representative action claims against the other in arbitration or otherwise. Employee and Company shall only submit their own, individual claims in arbitration. Employee and Company shall be entitled to seek dismissal of any class, collective, or representative claims that the other party attempts to bring and may assert this Agreement as a defense in any proceeding in which class, collective, or representative actions are brought.

This waiver does not apply to any class, collective, or representative claims that cannot be waived as a matter of law. Any class, collective, or representative claim that cannot be waived as a matter of law is not subject to this Agreement and must proceed in the applicable state or federal court.

The Company and Employee further agree that any question regarding the arbitrability of class, collective, or representative claims shall be decided by a court of law and not an arbitrator.

3. **Claims Not Covered by the Agreement.** Claims that Employee may have for workers’ compensation or for unemployment compensation benefits, or that Company or Employee may have for injunctive relief are not covered by this Agreement. Additionally, nothing in this Agreement shall preclude Employee from filing a complaint or charge with the Equal Employment Opportunity Commission (EEOC), the U.S. Department of Labor (DOL), the National Labor Relations Board (NLRB), the California Department of Fair Employment and Housing (DFEH), the California Division of Labor Standards Enforcement (DLSE), or any other applicable local, state, or federal agency. Employee is required to take any steps necessary where required by law to first exhaust administrative remedies prior to initiating a claim for arbitration. Any claim that cannot be administratively resolved before an applicable agency will be subject to arbitration.

If either Company or Employee have more than one claim against the other, one or more of which is not covered by this Agreement, such claims shall be determined separately in the appropriate forum for resolution of those claims.

Nothing in this Agreement shall preclude the parties from agreeing to resolve claims not covered by this Agreement pursuant to the provisions of this Agreement.

This Agreement does not cover and is inapplicable to claims which have been filed as civil lawsuits in any court prior to the execution of this Agreement.

4. **Required Notice of Claims.** All statutory claims which require the exhaustion of administrative remedies must be filed with the applicable state or federal agency within the time limits set forth by applicable state and federal law, prior to being submitted to arbitration, or such claims are waived.

If Employee or Company does not make a written request for arbitration within the limitations period applicable to a claim under applicable federal or state law, the party has waived its right to raise that claim, in any forum, arising out of that issue or dispute.

Written notice of a claim against Company, its subsidiaries, affiliated entities, officers, directors, employees or agents shall be sent to the then-current Company agent, Central Coast Federal Credit Union Human Resources Department, 4242 Gigling Rd. Seaside, CA 93955. Written notice of a claim against Employee shall be sent to Employee at the address that is on file in the Company's records.

5. **Arbitration Procedure.** Company and Employee agree that, except as provided in this Agreement, any arbitration shall be governed exclusively by and conducted in accordance with the Federal Arbitration Act (FAA), 9 U.S.C. § 1, *et seq.* Company and Employee agree that Company and its relationship with Employee involve and relate to interstate commerce and therefore the FAA applies to and governs this Agreement.

Employee shall initiate the arbitration process by the delivery of a demand for arbitration on the then-current Company agent, Central Coast Federal Credit Union ATTN: Human Resources Manager 4242 Gigling Rd. Seaside, CA 93955 via certified mail return receipt and within the time limits which would apply to the filing of a civil complaint in court. Company shall initiate the arbitration process by the delivery of a demand for arbitration on Employee at the address that is on file in the Company's records via certified mail return receipt and within the time limits which would apply to the filing of a civil complaint in court. A late request will be void.

6. **Selection of Arbitrator.** The Arbitrator shall be selected as follows: The parties shall first attempt to select a neutral arbitrator by mutual agreement. If the parties are unable to come to an agreement, the arbitrator shall be appointed consistent with the process set forth in the Judicial Arbitration and Mediation Services (JAMS) Employment Arbitration Rules, Rule 15. The JAMS Employment Arbitration Rules are available online at <https://www.jamsadr.com/rules-employment-arbitration/> or upon request from the Company's Office Manager. The parties expressly agree that although JAMS will supply the parties with a list of arbitrators to conduct the arbitration, the arbitration will not be administered by JAMS, nor will it be subject to any JAMS rules or procedures other than Rule 15.

7. **Governing Law.** The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of California, or federal law, or both, as applicable to the claim(s) asserted. The Arbitrator shall have the authority to award all remedies and relief that would otherwise have been available if the claim had been brought by way of a civil complaint in court. **The arbitration shall be final and binding upon the parties.**



The Arbitrator should utilize the Federal Rules of Evidence as a guide to the admissibility of evidence. The parties retain the right to conduct a reasonable amount of discovery guided by the Federal Rules of Civil Procedure, and the Arbitrator shall have the power to decide any discovery disputes between the parties.

Either party, upon request at the close of hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator.

8. **Location of Arbitration.** The parties agree that any arbitration shall take place in the State of California in the county in which Employee works or worked for Company, unless such venue is inconvenient to the majority of witnesses expected to be necessary to the case or unless the parties agree to some other locale.

9. **Arbitration Award.** Within ninety (90) days following the hearing and the submission of the matter to the Arbitrator, the Arbitrator shall issue a written opinion and award which shall be signed and dated. The Arbitrator's award shall include factual findings and the reasons upon which the award is based.

Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award.

10. **Arbitration Fees and Costs.** The cost of the Arbitrator and other incidental costs of arbitration shall be borne by Company. The parties shall each bear their own costs for legal representation in any arbitration proceeding, provided, however, that the Arbitrator shall have the authority to require either party to pay the fees for the other party's representation during the arbitration, as is otherwise permitted under federal or state law, as part of any remedy that may be ordered.

11. **Requirements for Modification or Revocation.** The Agreement to arbitrate shall survive the termination of Employee's employment. It can only be revoked or modified by a writing signed by Employee and the President of the Company that specifically states an intent to revoke or modify this Arbitration Agreement.

12. **Sole and Entire Agreement.** This is the complete Agreement of the parties on the subject of arbitration of disputes, except for any arbitration agreement in connection with any retirement or benefit plan. This Arbitration Agreement supersedes any prior or contemporaneous oral or written understanding on the subject. No party is relying on any representations, oral or written, on the subject of the effect, enforceability or meaning of this Arbitration Agreement, except as specifically set forth in this Arbitration Agreement.

13. **Construction and Severability.** If any provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the Agreement. The parties expressly agree that the remainder of the Agreement should be enforced as written with the excision of the invalid provision only.

14. **Not an Employment Agreement.** This Arbitration Agreement is not, and shall not be construed to create, any contract of employment, express or implied. This Agreement does not in any way alter the "at-will" status of Employee's employment.

15. **Knowing Execution of Agreement.** Employee acknowledges that Employee has carefully read this Arbitration Agreement, that Employee understands its terms, that all understandings and agreements between Company and Employee relating to the subjects covered in the Agreement are contained in it, and that Employee has entered into



Main Office

4242 Gigling Rd. Seaside, CA 93955
(831) 393-3480
www.centcoastfcu.com

the Agreement voluntarily and not in reliance on any promises or representations by Company other than those contained in this Agreement.

EMPLOYEE UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, COMPANY AND EMPLOYEE HAVE BOTH WAIVED THEIR RIGHT TO A JURY TRIAL AND THEIR RIGHT TO ASSERT CLASS OR COLLECTIVE ACTION CLAIMS WITH RESPECT TO ALL CLAIMS COVERED BY THIS AGREEMENT.

Employee initials: _____

EMPLOYEE FURTHER ACKNOWLEDGES THAT EMPLOYEE HAS BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH EMPLOYEE'S PRIVATE LEGAL COUNSEL AND HAS AVAILED HIMSELF OR HERSELF OF THAT OPPORTUNITY TO THE EXTENT EMPLOYEE WISHES TO DO SO.

Employee:

Company:

Signature of Employee

Signature of Authorized Company Representative

Human Resources Manager

Print Name of Employee

Title of Representative

Date

Date

EXHIBIT C

OVERTIME

(NON-EXEMPT POSITIONS)

When operating requirements or other needs cannot be met during regular working hours, employees in non-exempt positions will be assigned or given the opportunity to volunteer for overtime work assignments. All overtime work must receive management's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees in non-exempt positions who are qualified to perform the required work.

As required by law, overtime pay is based on actual hours worked. Time on vacation leave or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. Failure to work scheduled overtime or overtime worked without prior authorization (written or verbal) from management may result in corrective action, up to and including termination of employment.

Overtime is paid to employees in non-exempt positions according to state and federal regulations, which are subject to change. The current overtime rate is posted and can be requested from your Manager. Currently, overtime is computed as outlined below:

Daily: Up to 8 hours – straight time
Over 8 hours – time & one-half
Over 12 hours – double time

Weekly: Up to 40 hours – straight time
Over 40 hours – time & one-half

7th Day: Time and one-half for the first 8 hours worked and double time for hours worked in excess of 8 hours on the 7th consecutive day of work in a workweek.

The workweek at Central Coast Federal Credit Union begins at 12:00 a.m. on Monday and ends seven consecutive days later on Monday at 12:00 a.m.

“OFF THE CLOCK” WORK

(NON-EXEMPT POSITIONS)

We want to clarify work expectations at Central Coast Federal Credit Union, particularly since electronic devices have allowed "working" while not at work for some employees in some industries. As a non-exempt employee, you are scheduled specific work shifts. Please know that employees may never work "off the clock." That means that when you are logged-off/clocked-out of work during meal periods and at the end of your shift, no work can be performed. This includes checking and responding to emails and texts during non-work hours. Exceptions are when the additional time worked has been authorized by your manager or if a manager is contacting your personal phone/device about scheduling changes. In the event you have

questions about this policy, please talk with your manager or Human Resources for clarification.

BUSINESS TRAVEL EXPENSES

Central Coast Credit Union will reimburse employees for reasonable business-related travel expenses incurred while on assignments beyond the normal commute from home to the normal work location at the current Credit Union approved mileage reimbursement rate, which is subject to change. The President must approve all business travel in advance. Employees whose travel plans have been approved are responsible for making their own travel arrangements. If the travel distance is within a 15-mile radius, no mileage will be reimbursed by Central Coast Credit Union. Some exceptions may apply but must be approved by the President.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by Central Coast Credit Union. Employees are expected to limit expenses to reasonable amounts. Any employee who is involved in an accident while traveling on business must promptly report the incident to their immediate Manager. Vehicles owned, leased, or rented by Central Coast Credit Union may not be used for personal use without prior approval.

When travel is completed, employees should submit completed travel expense reports within 30 days. Reports should be accompanied by receipts for all individual expenses. Employees should contact their Manager for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this Business Travel Expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for corrective action, up to and including termination of employment.

TRAVEL PAY

(NON-EXEMPT POSITIONS)

At Central Coast Credit Union, we have opportunities for outside training and participation in Company events. Some of these events, employees may voluntarily choose to attend, in which case wages will not be paid. For other events, employees will be asked to attend as part of their job duties and to perform work at the event.

Employees in non-exempt positions who are required to travel as part of their job will be paid for all time “worked” while traveling at the employees’ current wage. Recognizing that while traveling by vehicle or plane, the employee may be unable to engage in their own personal pursuits, the employee may consider such time as time worked and will be compensated accordingly.