

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

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

Plaintiff,

vs.

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

Defendants.

Case No.: CIVDS2020498

Honorable Jessica Morgan
Department S26

CLASS ACTION

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

Date: February 27, 2024
Time: 8:30 a.m.
Department: S26

Complaint Filed: October 6, 2020
FAC Filed: August 31, 2023
Trial Date: None Set

1 This matter has come before the Honorable Jessica Morgan in Department S26 of the
2 Superior Court of the State of California, for the County of San Bernardino, on February 27, 2024
3 at 8:30 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers
4 for Justice, PC appear as counsel for Plaintiff Karina Serrano ("Plaintiff"), individually and on
5 behalf of all others similarly situated and other aggrieved employees and Jackson Lewis P.C. appear
6 as counsel for Defendant Alaska USA Federal Credit Union ("Defendant").

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

10 **IT IS HEREBY ORDERED THAT:**

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

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

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

26 ///

27 ///

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Award, PAGA Penalties, Settlement Administration Costs,
3 and payments to the Settlement Class Members and PAGA Group Members provided thereby,
4 appear to be within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
6 as part of the Settlement and preliminarily finds that the monetary settlement awards made available
7 to the Class Members and PAGA Group Members are fair, adequate, and reasonable when balanced
8 against the probable outcome of further litigation relating to certification, liability, and damages
9 issues.

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

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

22 All current and former hourly-paid or non-exempt employees who worked for
23 Defendant within the State of California at any time during the period from October
24 6, 2016 through November 6, 2022, except for those individuals who previously
settled or released any of the Released Class Claims or any person who was
previously paid or received awards through civil or administrative actions for the
Released Class Claims.

25 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Yasmin
26 Hosseini of Lawyers *for* Justice, PC as counsel for the Class (together, "Class Counsel").

27 8. The Court provisionally appoints Plaintiff Karina Serrano as the representative of
28 the Class ("Class Representative").

1 9. The Court provisionally appoints ILYM Group, Inc. (“ILYM”) to handle the
2 administration of the Settlement (“Settlement Administrator”).

3 10. Within fourteen (14) calendar days of the date on which the Court enters this Order,
4 Defendants will provide the Settlement Administrator with the following information about each
5 Class Member: each Class Member’s name, last known address, last known telephone number,
6 Social Security Number, start and end dates of employment by Defendant during the Class Period
7 and, if applicable, during the PAGA Period, the number of Workweeks worked for Defendant during
8 the period from October 6, 2016 through November 6, 2022, and such other information and data as
9 necessary to determine each Class Member’s Workweeks during the Class Period and each PAGA
10 Group Member’s Workweeks during the PAGA Period (collectively, “Class List”) in conformity
11 with the Settlement Agreement.

12 11. The Court approves, both as to form and content, the Notice of Class Action
13 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
14 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
15 Class Notice appears to fully and accurately inform the Class Members of all material elements of
16 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting an
17 opt out request, of Class Members’ right to dispute the Workweeks credited to each of them, and of
18 each Settlement Class Member’s right and opportunity to object to the Class Settlement. The Court
19 further finds that distribution of the Class Notice substantially in the manner and form set forth in
20 the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
21 Agreement and this Order, meet the requirements of due process and shall constitute due and
22 sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator
23 to mail the Class Notice by First-Class U.S. mail to all Class Members within fourteen (14) calendar
24 days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

25 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
26 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
27 choose to be excluded from the Class Settlement by submitting a written letter in conformity with
28 the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later

1 than the date which is forty-five (45) calendar days from the initial mailing of the Class Notice to
2 Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response
3 Deadline shall be extended by fifteen (15) calendar days from the original deadline. Any such person
4 who timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not
5 be entitled to any recovery under the Class Settlement and will not be bound by the Settlement or
6 have any right to object, appeal, or comment thereon. All current and former hourly-paid non-
7 exempt employees who worked for the Defendant within the State of California at any time during
8 the period from April 3, 2022 to November 6, 2022 (“PAGA Period”) (“PAGA Group Members”)
9 shall be bound to the PAGA Settlement and will be issued their Individual PAGA Payment
10 regardless of their decision to participate in the Class Settlement. Class Members who do not submit
11 a timely and valid Request for Exclusion from the Class Settlement (i.e., Settlement Class Member)
12 shall be bound by the Settlement Agreement and any final judgment based thereon.

13 13. A Final Approval Hearing shall be held before this Court on
14 _____ at _____ a.m./p.m. in
15 Department S26 of the San Bernardino Superior Court, located at 247 West Third Street, San
16 Bernardino, California 92415, to determine all necessary matters concerning the Settlement,
17 including: whether the proposed settlement of the action on the terms and conditions provided for in
18 the Settlement is fair, adequate, and reasonable and should be finally approved by the Court;
19 whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of
20 allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the
21 Class Members and PAGA Group Members; and determine whether to finally approve the requests
22 for the Attorneys’ Fees and Costs, Enhancement Award, and Settlement Administration Costs.

23 14. Class Counsel shall file a motion for final approval of the Settlement and for
24 Attorneys’ Fees and Costs, Enhancement Award, and Settlement Administration Costs, along with
25 the appropriate declarations and supporting evidence, including the Settlement Administrator’s
26 declaration, by _____, to be heard
27 at the Final Approval Hearing.

28 15. To object to the Class Settlement, a Settlement Class Member may submit a written

1 objection in writing to the Settlement Administrator on or before the Response Deadline and/or
2 directly present his or her objection orally to the Court at the Final Approval Hearing, regardless of
3 whether they submitted a written objection. The Notice of Objection must be signed and must
4 contain the information that is required, as set forth in the Class Notice, including and not limited to
5 the grounds for the objection.

6 16. The Settlement is not a concession or admission, and shall not be used against
7 Defendant as an admission or indication with respect to any claim of any fault or omission by
8 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
9 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
10 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
11 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
12 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
13 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
14 implementation, interpretation, or enforcement of the Settlement.

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

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 18. The Court reserves the right to adjourn or continue the date of the Final Approval
28 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class

1 Members, and retains jurisdiction to consider all further applications arising out of or connected with
2 the Settlement.

3 **IT IS SO ORDERED.**

4

5 Dated: _____

By: _____
The Honorable Jessica Morgan
Judge of the Superior Court

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Karina Serrano v. Alaska USA Federal Credit Union, Superior Court of California for the County of San Bernardino, Case No. CIVDS2020498

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Karina Serrano ("Plaintiff") and Defendant Alaska USA Federal Credit Union ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Karina Serrano v. Alaska USA Federal Credit Union*, Superior Court of California for the County of San Bernardino, Case No. CIVDS2020498 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" mean all current and former hourly-paid non-exempt employees who worked for the Defendant within the State of California at any time during the period from October 6, 2016 through November 6, 2022, except for those individuals who previously settled or released any of the Released Class Claims or any person who was previously paid or received awards through civil or administrative actions for the Released Class Claims.

"Class Member" means a member of the Class.

"Class Period" means the time period from October 6, 2016 through November 6, 2022.

"Class Settlement" means the settlement and resolution of the Released Class Claims.

"PAGA Group Members" means all current and former hourly-paid non-exempt employees who worked for the Defendant within the State of California at any time during the period from April 3, 2022 to November 6, 2022.

"PAGA Period" means the period from April 3, 2022 to November 6, 2022.

"PAGA Settlement" means the settlement and resolution of the Released PAGA Claims.

II. BACKGROUND OF THE LAWSUIT

On October 6, 2020, Plaintiff commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the San Bernardino County Superior Court, Case No. CIVDS2020498.

On April 3, 2023, Plaintiff also provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Defendant is alleged to have violated and of her intent to pursue civil penalties under PAGA ("PAGA Letter").

On August 31, 2023, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *et. seq.* ("Operative Complaint"), adding a claim under the Private Attorneys General Act (Labor Code § 2698, *et seq.*) ("PAGA").

Plaintiff alleges that Defendant violated the California Labor Code by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and engaged in conduct that gives rise to civil penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Karina Serrano as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Arby Aiwarzian
Joanna Ghosh
Yasmin Hosseini
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment. If you are a Class Member, you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III, below. If you are a PAGA Group Member, you will automatically receive an Individual PAGA Payment; you will not have the opportunity to object to or seek exclusion from the PAGA Settlement; all PAGA Group Members will be bound to the PAGA Settlement, if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly-disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Lawsuit have merit or that Defendant has any liability to Plaintiff, Class Members, the State of California, and/or PAGA Group Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members, the State of California, and PAGA Group Members. The Court has made no ruling on the merits of the claims in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The maximum settlement amount is Six Hundred Ninety-Five Thousand Dollars (\$695,000.00) (the "Maximum Settlement Amount"). The portion of the Maximum Settlement Amount that is available for payment to Class Members who do not opt out of the Class Settlement ("Settlement Class Members") is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Maximum Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount and reimbursement of actual costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) to Class Counsel (collectively, "Attorneys' Fees and Costs"); (2) an enhancement award in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to Plaintiff Karina Serrano for her services ("Enhancement Award"); (3) the allocation of Forty-Five Thousand Dollars (\$45,000.00) to settle all claims under PAGA ("PAGA Penalties"), of which 75%, or \$33,750.00, will be paid to the LWDA ("LWDA Payment") and the remaining 25%, or \$11,250.00, will be paid to PAGA Group Members on a *pro rata* basis; and (4) settlement administration costs in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) to the Settlement Administrator ("Settlement Administration Costs").

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member and/or PAGA Group Member was employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period and/or PAGA Period, which will be calculated by [Defendant/the Settlement Administrator] by determining all weeks worked in California during the Class Period and/or PAGA Period based on Defendant’s timekeeping and payroll records. Each Class Member will be credited with at least one (1) Workweek (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C, below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

Each Individual Settlement Share will be allocated twenty percent (20%) wages which will be reported on an IRS Form W2 and eighty percent (80%) penalties and interest which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”).

PAGA Group Members will receive payment under the PAGA Settlement of their *pro rata* share of the 25% share of the PAGA Penalties (“Individual PAGA Payment”) based on the number of Workweeks that each PAGA Member worked during the PAGA Period.

The Settlement Administrator has divided the 25% of the PAGA Penalties by the Workweeks during the PAGA Period for all PAGA Group Members resulting in the PAGA Workweek Value and multiplied each PAGA Group Member’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her estimated Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C, below). PAGA Group Members shall receive an Individual PAGA Payment and shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

Each Individual PAGA Payment will be allocated as follows: one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if necessary). The Settlement Administrator will issue checks to PAGA Group Members for the full amount of their Individual PAGA Payments without undertaking any withholdings.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Group Members at the address that is on file with the Settlement Administrator by way of check following the deposit of the Total Settlement Amount by Defendant. The Settlement Administrator may, at its discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way of a single check that combines both payments (if applicable). **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records, you have worked for Defendant as a direct or temporary non-exempt employee in California for:

- [] Workweeks during the Class Period, i.e., from October 6, 2016 through November 6, 2022.
- [] Workweeks during the PAGA Period, i.e., from April 3, 2022 to November 6, 2022.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Action, (b) be signed by you, (c) contain your full name, address, telephone number, and the last four digits of your Social Security, (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you, (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend

should be credited to you is correct, and (f) be returned by mail to the Settlement Administrator at the address specified in Section IV.B, below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you during the Class Period and your estimated Individual PAGA Payment is based on the number of Workweeks credited to you during the PAGA Period.

- **Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**
- **Your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims he or she may have or had.

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff, PAGA Group Members, and the State of California (with respect to employment of PAGA Group Members by Defendant during the PAGA Period) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims he, she, or it may have or had. The PAGA Group Members are bound by the PAGA Settlement regardless of whether they cash or deposit their Individual PAGA Payment check, and even if they object to or opt out of the Class Settlement.

"Released Class Claims" means all claims arising out of the facts alleged, in the Class Complaint or that could have been alleged based on the factual allegations in the Class Complaint, arising during the Class Period, under federal, state, or local law or statute, including but not limited to claims under the California Labor Code (including, *inter alia*, §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802), California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law for failure to pay wages (including, *inter alia*, minimum, regular, and overtime wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to provide a day of rest, failure to timely pay wages during employment, failure to maintain requisite payroll records, failure to reimburse necessary business expenses, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.*, based on the aforementioned.

"Released PAGA Claims" means any and all claims for civil penalties under PAGA, arising out of the facts alleged in the PAGA Notice and Operative Complaint, arising during the PAGA Period, for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and California Industrial Welfare Commission Wage Orders for failure to pay wages (including, *inter alia*, minimum, regular, and overtime wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to provide a day of rest, failure to timely pay wages during employment, failure to maintain requisite payroll records, and failure to reimburse necessary business expenses.

"Released Parties" mean Defendant and each of Defendant's respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Defendant Alaska USA Federal Credit Union now known as Global Federal Credit Union, the past, present and future shareholders, directors, officers, agents, executive-

level employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing, and any individual or entity which could be jointly liable with any of the foregoing, including, but not limited to, temporary agencies.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount and reimbursement of actual costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. All Attorneys' Fees and Costs awarded by the Court will be paid from the Maximum Settlement Amount. Class Counsel have been prosecuting the Action on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000.00) ("Enhancement Award"), in recognition of her services in connection with the Action. The Enhancement Award will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her individual settlement payments that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twenty Thousand Dollars (\$20,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and PAGA Group Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes of Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Class Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement. Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Parties for the Released Class Claims described in Section III.D, above.

If you are a PAGA Group Member, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member or PAGA Group Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you may seek exclusion from the Class Settlement by submitting a timely, written request for exclusion from the Class Settlement ("Request for Exclusion") to the Settlement Administrator at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action, (b) be signed by you, (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number, (d) clearly state that you do not wish to be included in the Class Settlement, and (e) be returned by mail to the Settlement Administrator, postmarked **on or before** [Response Deadline].

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion from the Class Settlement will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D, above), and will not have any right to object to, appeal, or comment on the Class Settlement. Any Class Members who do not submit a valid and timely and valid request for exclusion from the Class Settlement will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Class Claims described in Section III.D, above, as well as the contemplated judgment to be entered by the Court (as it pertains to the Class Settlement), if the Court grants final approval of the Settlement. However, consistent with applicable law, PAGA Group Members may not exclude themselves from the PAGA Settlement and will be bound by all terms of the PAGA Settlement, including those pertaining to the release of Released PAGA Claims described in Section III.D, above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement), if it grants final approval to the Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion from the Class Settlement, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) include the case name and number of the Action; (b) include your full name, signature, address, telephone number, and last four digits of your Social Security number; (c) include a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) attach copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the address listed in Section IV.B, above, postmarked **on or before [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S26 of the San Bernardino County Superior Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, on **[date]**, at **[time]** a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. Also, the Court will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk’s office, located at 247 West Third Street, San Bernardino, California 92415, during business hours, or online by visiting the following website: <https://www-sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>, clicking “Accept (Civil/Appeals), clicking “Click here to access the Portal,” clicking “Smart Search,” and typing in the Court Case Number “CIVDS2020498”.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**