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LA FINANCIAL CREDIT UNION

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

PAULA MARTINEZ, on behalf of herself
and all others similarly situated,

Plaintiffs,

v.

LA FINANCIAL CREDIT UNION, a
California entity, form unknown; and DOES
1 to 10, inclusive,

Defendants.

CLASS ACTION

Case No.: 23STCV22040

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

Honorable Laura Seigle
Department 17

Action filed: September 13, 2023
Trial date: None Set

1 **AMENDED JOINT STIPULATION OF CLASS ACTION**

2 **AND PAGA SETTLEMENT AND RELEASE**

3 IT IS HEREBY STIPULATED, by and between the parties in the civil action filed by
4 Plaintiff Paula Martinez, individually and on behalf of all others similarly situated (hereinafter
5 “Plaintiff”), against Defendant LA Financial Credit Union (hereinafter “Defendant”), and
6 subject to the approval of the Court, that the Action is hereby compromised and settled under
7 the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA Settlement
8 and Release (hereinafter “Agreement,” “Settlement,” or “Stipulation of Settlement”) and that
9 the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as
10 set forth below, and subject to the definitions, recitals, and terms set forth herein, which, by this
11 reference, become an integral part of this Stipulation of Settlement.

12 **DEFINITIONS**

13 1. “Action” means the putative class and representative action entitled *Paula*
14 *Martinez v. LA Financial Credit Union*, Los Angeles County Superior Court Case No.
15 23STCV22040.

16 2. “Class Counsel” means Emil Davtyan, Esq., Gregg Lander, Esq., Vanessa M.
17 Ruggles, Esq., Guido Toscano, Esq., and Taylor Keaster, Esq. of D.Law, Inc.

18 3. “Class Counsel Award” means the Court-approved attorneys’ fees for Class
19 Counsel’s litigation and resolution of the Action (not to exceed one-third of the Maximum
20 Settlement Amount, or \$130,000) and the Court-approved costs incurred by Class Counsel in
21 connection with this Action (not to exceed \$19,000).

22 4. “Class Information” or “Class List” means information regarding Class Members
23 that Defendant shall in good faith compile from its records and shall be authorized by the Court
24 to transmit in a secured manner to the Settlement Administrator. Class Information shall be
25 transmitted in Microsoft Excel format and shall include each Class Member’s: (i) full name; (ii)
26 last known address; (iii) Social Security number; and (iv) number of Workweeks worked for
27 Defendant in California as a non-exempt employee during the Class Period.

28 5. “Class Members” or “Settlement Class” means all person employed by Defendant

1 in California as non-exempt employees during the Class Period (as defined below). It shall be an
2 opt-out class.

3 6. “Class Period” means the period of March 18, 2019, through September 13, 2024.

4 7. “Class Representative Service Award” means the Court-approved amount to be
5 paid to Plaintiff Paula Martinez (not to exceed \$10,000) and in addition to Plaintiff’s Individual
6 Settlement Award, in recognition of Plaintiff’s efforts and risks in prosecuting the Action.

7 8. “Defendant” means Defendant LA Financial Credit Union.

8 9. “Defense Counsel” means Connie L. Chen, Esq., and Jennell K. Shannon, Esq., of
9 Jackson Lewis P.C.

10 10. “Effective Date” means the later of the following: (a) the date the Final Order and
11 Judgment is signed if no objections are made to the Settlement, or if objections are made and
12 withdrawn; (b) five (5) days after the deadline to appeal the Final Order has expired without a
13 timely appeal or request for review being filed if objections are filed and overruled; or (c) ten
14 (10) days after any appeal is withdrawn or after an appellate decision affirming the Final Order
15 without material modification becomes final if objections are filed and overruled and an appeal is
16 taken of the Final Order and Judgment.

17 11. “Employer’s Share of Payroll Taxes” means Defendant’s portion of payroll taxes,
18 including but not limited to FICA and FUTA, on the portion of the Individual Settlement Awards
19 that has been allocated towards alleged unpaid wages.

20 12. “Final Approval Hearing” means the hearing to be conducted by the Court
21 following (a) the Court issuing the Preliminary Approval Order as defined in paragraph 28
22 below, (b) appropriate notice to Class Members giving Class Members an opportunity to request
23 exclusion from the Settlement Class and Settlement and to object to the Settlement, and (c) the
24 filing by Plaintiff of an appropriate motion for final approval of the Settlement, at which Final
25 Approval Hearing Plaintiff shall request that the Court finally approve the Settlement, enter the
26 Final Order and Judgment, and take other appropriate action.

27 13. “Final Order and Judgment” means the order and judgment to be entered by the
28 Court upon granting final approval of the Settlement and this Stipulation of Settlement as binding

upon the Parties and Participating Class Members. A proposed Final Order and Judgment shall be mutually agreed upon by the Parties and submitted to the Court concurrently with Plaintiff's Motion for Final Approval of the Settlement.

14. "Final Report" means the report to be prepared by the Settlement Administrator (after the expiration of the 180-day period in which Participating Class Members must cash/deposit their Individual Settlement Award payment checks) regarding the distribution of the Maximum Settlement Amount, including the total amount that was cashed/deposited by Participating Class Members and the total amount of any unpaid residue or unclaimed or abandoned funds under California Code of Civil Procedure section 384.

15. "Individual PAGA Payment" means the amount payable from the PAGA Payment to each PAGA Group Member.

16. "Individual Settlement Award" means the amount payable from the Net Settlement Amount to each Participating Class Member.

17. "Maximum Settlement Amount" means the maximum amount Defendant shall have to pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all Individual Settlement Awards to Participating Class Members, the Class Counsel Award, the Class Representative Service Awards, PAGA Payment, and Settlement Administration Costs. Subject to Court approval and the terms of this Stipulation of Settlement, the Maximum Settlement Amount Defendant shall be required to pay is \$390,000, subject to paragraph 39, *infra*.

18. "Net Settlement Amount" means the Maximum Settlement Amount, less the Class Counsel Award, Class Representative Service Award, PAGA Payment, and Settlement Administration Costs.

19. "Notice of Objection" means a Class Member's valid and timely submission of a written objection to the Settlement to the Settlement Administrator within the Response Deadline. An objection should include: (a) the objector's full name, signature, address, telephone number, and the last four digits of his/her Social Security number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection, (c) copies of any papers, briefs,

1 or other documents upon which the objection is based; (d) identification of the objector's attorney
2 (if any); (e) a statement of whether the objector or a legal representative intends to appear at the
3 Final Settlement Approval Hearing; and (f) the case name and number. Objecting Class
4 Members may appear at the Final Approval Hearing either in person or through counsel retained
5 at Class Member's own expense, to have their objection heard, whether or not they had
6 submitted a prior written objection as specified in this section. The Court will rule on any
7 objections to the settlement at the Final Approval Hearing. An objection may be withdrawn at
8 any time. The Settlement Administrator shall provide objections, if any, to Class Counsel and
9 Defense Counsel via email within three calendar days of receipt, and the Settlement
10 Administrator shall attach any objections to its declaration of due diligence, which is to be filed
11 with the Court prior to the Final Approval Hearing. Any Participating Class Member who files
12 an objection remains eligible to receive monetary compensation from the Settlement.

13 20. "PAGA Group Members" means all Class Members employed by Defendant at
14 any time during the PAGA Period.

15 21. "PAGA Notice" means the September 13, 2023 letter that Class Counsel sent to
16 the LWDA under Labor Code § 2699.3(a)/(c) exhausting Plaintiff's administrative remedies
17 under the California Private Attorneys General Act ("PAGA"), California Labor Code §§ 2698,
18 *et seq.*, and s alleging claims including but not limited to that Defendant failed to pay all wages,
19 failed to pay all overtime wages, failed to pay all overtime wages at the legal overtime pay rate,
20 failed to provide all meal periods, failed to authorize and permit all paid rest periods, failed to
21 premium wages at the legal pay rate, failed to fully reimburse work expenses, independently and
22 derivatively failed to provide accurate itemized wage statements, failed to timely pay final
23 wages, failed to comply with Labor Code § 246(l), and owes statutory and/or civil penalties
24 under the Labor Code.

25 22. "PAGA Payment" means the amount of \$20,000, subject to Court approval, to be
26 paid from the Maximum Settlement Amount for satisfaction of Plaintiff's and Class Members'
27 claims under PAGA. Under PAGA, 75% or \$15,000 of the PAGA Payment will be paid to the
28 LWDA and 25% or \$5,000 of the PAGA Payment will be distributed as the Individual PAGA

1 Payments to Class Members.

2 23. "PAGA Period" means the period of September 13, 2022, through September 13,
3 2024.

4 24. "PAGA Release" or "PAGA Released Claims" means the release by all PAGA
5 Group Members for all claims for penalties under PAGA that arise out of or relate to California
6 Labor Code sections 201-204, 218, 218.5, 218.6, 226, 226.3, 226.7, 246, 450, 510, 512, 516,
7 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2804, 2698 et seq.; Civil Code section
8 3287; California Business and Professions Code section 17200 and the applicable Industrial
9 Wage Order, as pled or arising out of or related to the facts pled in the PAGA Notice and
10 operative complaint, during the PAGA Period. The Parties acknowledge and agree there is no
11 right for alleged aggrieved employees to opt out of the release of claims asserted under PAGA.

12 25. "Participating Class Members" means Plaintiff and all other Class Members who
13 do not submit a valid and timely Request for Exclusion.

14 26. "Parties" means Plaintiff and Defendant.

15 27. "Plaintiff," "Class Representative," or "PAGA Representative" means Plaintiff
16 Paula Martinez for purposes of settlement only.

17 28. "Preliminary Approval Order" means the order to be issued by the Court
18 approving and authorizing the mailing of the Settlement Notice by the Settlement Administrator,
19 setting the date of the Final Approval Hearing and granting preliminary approval of the
20 Settlement set forth in this Stipulation of Settlement, among other things. A proposed
21 Preliminary Approval Order shall be mutually agreed upon by the Parties and submitted to the
22 Court concurrently with Plaintiff's Motion for Preliminary Approval of the Settlement.

23 29. "Released Claims" means all claims that were alleged, or reasonably could have
24 been alleged, based on the facts stated in the operative complaint, including but not limited to all
25 claims under California Labor Code sections 201-204, 218, 218.5, 218.6, 226, 226.3, 226.7, 246,
26 450, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2804 Civil Code
27 section 3287; California Business and Professions Code section 17200 based on violations of the
28 preceding statutes and the applicable Industrial Wage Order based on violations of the preceding

1 statutes, including claims for injunctive relief, liquidated damages, interest, fees, and costs.

2 30. “Released Parties” means Defendant and its past, present, and future respective
3 subsidiaries, dba’s, related and affiliated entities, joint ventures, parents, divisions, ownership
4 entities, insurers and reinsurers, successors, predecessors in interest, and each of their past and
5 present board members, officers, directors, shareholders, employees, agents, members, managing
6 entities, joint employers, integrated enterprises, principals, heirs, representatives, accountants,
7 auditors, consultants, attorneys, administrators, fiduciaries, trustees, agents, anyone acting for
8 any of them.

9 31. “Request for Exclusion” means a written statement submitted by a Class Member
10 indicating a request to be excluded from the Settlement. The Request for Exclusion must be in
11 writing and should: (i) be signed by the Class Member; (ii) contain the full name, address,
12 telephone number, and the last four digits of the Social Security number of the Class Member
13 requesting exclusion; (iii) include the case name and number; (iv) clearly state that the Class
14 Member does not wish to be included in the Settlement; (v) be returned by fax or mail to the
15 Settlement Administrator at the specific address and/or facsimile number; and (vi) be postmarked
16 or faxed on or before the Response Deadline. The date of the fax or postmark on the return mailing
17 envelope will be the exclusive means to determine whether a Request for Exclusion has been
18 timely submitted. A Class Member who does not request exclusion from the Settlement will be
19 deemed a “Participating Class Member” and will be bound by all terms of the Settlement, if the
20 Settlement is granted final approval by the Court. Any Class Member who validly requests to be
21 excluded from the Settlement will no longer be a member of the Settlement Class and will not have
22 any right to object, appeal, or comment on the Settlement, but will remain as a Participating PAGA
23 Member and will receive an Individual PAGA Payment for the PAGA Released Claims. The
24 Settlement Administrator shall immediately provide copies of all Requests for Exclusion to
25 Defense Counsel (including the mailing envelope evidencing the postmark date), and shall report
26 the number of Requests for Exclusions that it receives to all counsel in weekly reports, and to the
27 Court in its declaration to be provided in advance of the Final Approval Hearing. It shall be
28 presumed that, if a Request for Exclusion is not postmarked or faxed before the Response

1 Deadline, the Class Member did not timely submit the form. Any Class Member who timely and
2 validly requests exclusion from the Class and this Settlement will not be entitled to any
3 Individual Settlement Payment, will not be bound by the Released Claims by Class Members,
4 and will not have any right to object, appeal, or comment thereon. Any Class Member who fails
5 to timely submit a request for exclusion shall automatically be deemed a Participating Class
6 Member whose rights and claims with respect to the issues raised in the Action are determined
7 by the Court's Final Order Approving Settlement of Class Action. Thus, said Class Member's
8 rights to pursue any claims covered by the Action and/or released in this Agreement will be
9 extinguished.

10 32. "Response Deadline" means the deadline by which Class Members must
11 postmark or fax to the Settlement Administrator a valid Request for Exclusion, objection, or
12 workweeks dispute. The Response Deadline will be 30 calendar days from the initial mailing of
13 the Settlement Notices by the Settlement Administrator unless the 30th day falls on a Sunday or
14 Federal holiday, in which case the Response Deadline will be extended to the next day on which
15 the U.S. Postal Service is open. The Response Deadline may also be extended by express
16 agreement between Class Counsel and Defendant. Under no circumstances, however, will the
17 Administrator have the authority to extend the deadline for Class Members to submit a Request
18 for Exclusion, objection, or workweeks dispute to the settlement.

19 33. "Settlement Administrator" or "Administrator" means Simpluris, Inc. or any other
20 third-party action settlement administrator agreed to by the Parties and approved by the Court for
21 purposes of administering this settlement. The Parties each represent that they will not have any
22 financial interest in the Settlement Administrator or otherwise have a relationship with the
23 Settlement Administrator that could create a conflict of interest.

24 34. "Settlement Administration Costs" means the reasonable costs and fees of
25 administering the Settlement to be paid from the Maximum Settlement Amount, not to exceed
26 \$5,216, including, but not limited to: (i) printing, mailing and re-mailing (if necessary) of
27 Settlement Notices to Class Members; (ii) preparing and submitting to Class Members and
28 government entities all appropriate tax filings and forms; (iii) computing the amount of and

1 distributing Individual Settlement Awards, the Class Representative Service Awards, Class
2 Counsel Award; (iv) processing and validating Requests for Exclusion; (v) establishing a Qualified
3 Settlement Fund, as defined by the Internal Revenue Code; (vi) calculating and remitting to the
4 appropriate government agencies all employer and employee payroll tax obligations arising from
5 the Settlement and preparing and submitting filings required by law in connection with the
6 payments required by the Settlement; and (vii) transmitting uncashed Individual Settlement Award
7 payments to California Controller's Office Unclaimed Property Division, with an identification of
8 the Participating Class Member to whom the funds belong to be held on behalf of the Class
9 Member.

10 35. "Settlement Notice" means the Notice of Class Action Settlement, substantially in
11 the form attached as **Exhibit A**, which shall be subject to Court approval and which the Settlement
12 Administrator shall mail to each Class Member.

13 36. "Workweeks" means the number of workweeks worked by each Class Member
14 for Defendant as a non-exempt employee during the Class Period. Workweek is defined as any
15 regular workweek in which the Class Member-Claimant worked on three or more calendar days.

16 37. "Workweek Dispute" means a written statement that a Class Member disputes
17 the number of Workweeks listed on his/her Settlement Notice. Any such Workweek Dispute
18 must be faxed or mailed to the Settlement Administrator by the Response Deadline. The date of
19 the fax or postmark on the written statement will be the exclusive means to determine whether a
20 Workweek Dispute has been timely submitted. A valid Workweek Dispute must be in writing and
21 should contain: (i) the Class Member's full name, signature, address, telephone number, and the last
22 four digits of his/her Social Security number; (ii) the number of Workweeks the Class Member
23 contends is correct; and (iii) any evidence supporting his/her contention. The dates of employment
24 identified for each Class Member in the applicable Class List will be presumed to be correct, unless
25 a particular Class Member proves otherwise to the Settlement Administrator by credible evidence.
26 The Settlement Administrator shall immediately contact Defense Counsel regarding the dispute
27 and Defense Counsel will work in good faith with the Settlement Administrator to resolve it. If
28 the dispute remains unresolved, the Settlement Administrator will be the final arbiter of the

number of Workweeks for the Class Member and the Settlement Administrator’s decision will be final and non-appealable. All disputes shall be resolved before the Settlement Administrator provides its declaration regarding the completion of the notice process.

38. “Workweek Value” means the value of each compensable Workweek, as determined by the formula set forth herein.

39. “Workweek Verification” means Defendant certifies that the number of workweeks for all class members from March 18, 2019 to September 13, 2024 is approximately 13,811 (“Certified Workweeks Amount”). If the number of workweeks for all Class Members for that time frame should exceed the Certified Workweek Amount by more than ten percent (10%), i.e., is more than 15,193 workweeks, the Maximum Settlement Amount shall be increased by the percentage difference between 15,193 workweeks and the actual number of workweeks that accrued for all class members from March 18, 2019, to September 13, 2024. In the event this escalator clause is triggered, Defendant shall have the option to shorten the Settlement Period such that the number of workweeks subject to release is not above 15,193 workweeks, which option must be exercised before notices of settlement are mailed to Class Members.

RECITALS

40. **Procedural History.**

a. On September 13, 2023, Plaintiff Paula Martinez submitted a notice to California’s Labor and Workforce Development Agency under California’s Private Attorney General Act (“PAGA”) (“PAGA Notice”) for the purpose of complying with Labor Code section 2699.3’s notice requirement, giving notice of Plaintiff’s intentions to file the Action.

b. On September 13, 2023, Plaintiff Paula Martinez filed the Action alleging: (1) Failure To Pay All Wages; (2) Failure To Pay All Overtime Wages; (3) Failure To Pay All Overtime Wages At The Legal Overtime Pay Rate; (4) Failure To Provide All Meal Periods; (5) Failure to Authorize and Permit All Rest Periods; (6) Failure To Pay Premium Wages At The Legal Pay Rate; (7) Failure to Fully Reimburse Work Expenses; (8) Independent Failure To Timely Furnish Accurate Itemized Wage Statements; (9) Derivative Failure To Timely Furnish Accurate

Itemized Wage Statements; (10) Violations of Labor Code §§ 201-202; and (11) Unfair Business Practices. Plaintiff filed a First Amended Complaint on December 22, 2023, adding a claim for Penalties Under Labor Code §§ 2699.

c. On June 13, 2024, the Parties participated in a full-day mediation before Steve Pearl, Esq. Although the matter did not settle at the mediation, the parties continued settlement communications through the mediator and the parties ultimately reached an agreement to settle the case.

d. On August 9, 2024, the Parties entered into a fully-executed Memorandum of Understanding confirming the key terms of the Settlement, which have been incorporated herein.

e. The Parties shall seek approval of this Agreement by filing motions for preliminary and final approval with the Court.

41. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiff's disputes in the Action through trial and through any possible appeals. Plaintiff also has taken into account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to obtain class certification and establish liability for the claims asserted in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel also have taken into account Defendant's agreement to enter into a settlement that confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this Stipulation of Settlement is fair, adequate, and reasonable and is in the best interests of all Class Members.

42. Defendant's Reasons for Settlement. Defendant has concluded that further defense of the Action would be protracted and expensive. Substantial amounts of Defendant's time, energy, and resources have been, and unless this Settlement is completed, shall continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the risks of

1 further litigation in reaching its decision to enter into this Settlement. Although Defendant disputes
2 the allegations in the Action and denies any wrongdoing of any sort and further denies any
3 liability to Plaintiffs and the putative Class with respect to any claims or allegations asserted in
4 the Action, Defendant, nonetheless, has agreed to settle in the manner and upon the terms set forth
5 in this Stipulation of Settlement and to fully and finally put to rest the claims alleged in this Action.
6 Defendant has asserted and continues to assert that the claims alleged by Plaintiff have no merit and
7 do not give rise to any liability, damages, restitution, penalties or other payments. This Agreement
8 is entered into solely for the purpose of settling highly disputed claims. Nothing contained in this
9 Stipulation of Settlement, no documents referred to herein, and no action taken to carry out this
10 Stipulation of Settlement, shall be construed or used as an admission by or against Defendant as to
11 the merits or lack thereof of the claims asserted in the Action. Defendant contends that it has
12 complied with all applicable state, federal and local laws and regulations. In the event this
13 Settlement does not obtain final approval, Defendant does not waive and retains all rights it has to
14 defend itself in this matter and to take any actions in defense of itself that are available to it.

15 **CLASS CERTIFICATION**

16 43. Solely for purposes of settling the Action, and not for purposes of class
17 certification should the Settlement not be approved or for any other reason, the Parties stipulate
18 and agree that the requisites for establishing class certification with respect to the Settlement
19 Class have been met and are met. More specifically, for purposes of settlement only, the Parties
20 stipulate and agree that:

21 a. The Settlement Class is ascertainable and so numerous as to make it
22 unfeasible and impractical to join all Class Members;

23 b. There are common questions of law and fact including, but not limited to,
24 the following:

25 i) Whether Defendant paid the legal and appropriate straight time pay,
26 minimum wage pay and/or overtime pay for all work hours to Class
27 Members;

28 ii) Whether Defendant paid the appropriate overtime wages to Class

Members;

- iii) Whether Defendant paid all overtime wages owed to the Class Members at the appropriate overtime pay rate;
- iv) Whether Defendant failed to provide legally-required meal periods to Class Members in violation of the Labor Code and Section 11 of the IWC Wage Orders;
- v) Whether Defendant failed to authorize and permit paid legally-required rest periods to Class Members in violation of the Labor Code and Section 12 of the IWC Wage Orders;
- vi) Whether Defendant paid the legal and appropriate pay rate for meal and/or rest period penalty premium wages to Class Members;
- vii) Whether Defendant failed to fully reimburse for all work-related expenses incurred by Class Members;
- viii) Whether Defendant independently failed to timely furnish accurate, itemized and legal wage statements to the Class Members;
- ix) Whether Defendant derivatively failed to timely furnish accurate, itemized and legal wage statements to Class Members;
- x) Whether Defendant is liable under Labor Code § 203 to Class Members;
- xi) Whether Defendant's conduct constitutes unfair business practices within the meaning of Business & Professions Code §§ 17200, et seq.;
- xii) Whether Class Members are entitled to compensatory damages, and if so, the means of measuring such damages;
- xiii) Whether Class Members are entitled to injunctive relief;
- xiv) Whether Class Members of the Classes are entitled to restitution; and
- xv) Whether Defendant is liable for attorneys' fees and costs.

c. Class Representative's claims are typical of the claims of the Settlement

Class;

1 d. Class Representative and Class Counsel will fairly and adequately
2 protect the interests of the Settlement Class;

3 e. The prosecution of separate actions by individual members of the
4 Settlement Class would create the risk of inconsistent or varying adjudications, which would
5 establish incompatible standards of conduct; and

6 f. Questions of law and fact common to the members of the Settlement
7 Class predominate over any questions affecting any individual Class Member, and a class
8 action is superior to other available means for the fair and efficient adjudication of the
9 controversy.

10 44. If any court does not grant the motion for preliminary approval and/or the motion
11 for final approval or does not approve any other request necessary to fully implement this
12 Settlement, the Parties agree to meet and confer to address the court's concerns. Should this
13 Settlement not be approved or be terminated, all stipulations set forth in the immediately
14 preceding paragraph shall be null and void and shall not be admissible for any purpose
15 whatsoever. Defendants do not consent to certification of the Class for any purpose other than to
16 effectuate settlement of the Actions.

17 **TERMS OF SETTLEMENT**

18 NOW THEREFORE, in consideration of the mutual covenants, promises, and
19 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

20 45. Binding Settlement. This Settlement shall bind the Parties and all Participating
21 Class Members and PAGA Group Members subject to the terms and conditions herein and the
22 Court's approval.

23 47. Tax Liability. The Parties make no representations as to the tax treatment or legal
24 effect of the payments specified herein, and Class Members are not relying on any statement or
25 representation by the Parties, Class Counsel or Defense Counsel in this regard. Participating Class
26 Members, PAGA Group Members, and Class Counsel understand and agree that they shall be
27 solely and legally responsible for the payment of all applicable taxes and penalties assessed on the
28 payments specified herein.

1 48. Circular 230 Disclaimer. The Parties acknowledge and agree that (i) no provision
2 of this Stipulation of Settlement, and no written communication or disclosure between or among
3 the Parties, Class Counsel, or Defense Counsel and other advisers, is or was intended to be, nor
4 shall any such communication or disclosure constitute or be construed or be relied upon as, tax
5 advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part
6 10, as amended); (ii) the acknowledging party (a) has relied exclusively upon his, her, or its own,
7 independent legal and tax counsel for advice (including tax advice) in connection with this
8 Stipulation of Settlement, (b) has not entered into this Stipulation of Settlement based upon the
9 recommendation of any other party or any attorney or advisor to any other party, and (c) is not
10 entitled to rely upon any communication or disclosure by any attorney or adviser to any other
11 party to avoid any tax penalty that may be imposed on the acknowledging party; and (iii) no
12 attorney or adviser to any other party has imposed any limitation that protects the confidentiality
13 of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally
14 binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any
15 transaction, including any transaction contemplated by this Stipulation of Settlement.

16 49. Preliminary Approval of Settlement. Class Counsel will reserve a hearing on
17 Plaintiff's Motion for Preliminary Approval to take place at a date and time mutually agreed to by
18 the Parties so that the Parties may request provisional certification of the Settlement Class for
19 settlement purposes only, preliminary approval of the Settlement, and the setting of a Final
20 Approval Hearing date. The Parties agree to work diligently and cooperatively to have this
21 Settlement presented to the Court for preliminary approval.

22 50. Release by All Participating Class Members. All Participating Class Members,
23 including Plaintiff, shall be deemed to have released their respective Released Claims against the
24 Released Parties on the date on which the payment of the Maximum Settlement Amount is made
25 by Defendant as provided in paragraph 54 below. Plaintiff and Participating Class Members will be
26 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
27 discharged with respect to all of the Released Parties for any and all Released Claims that accrued
28 during the Class Period.

1 51. PAGA Release by All Class Members. Plaintiff and all PAGA Group Members
2 shall be deemed to have released their respective PAGA Released Claims against the Released
3 Parties on the date on which the payment of the Maximum Settlement Amount is made by
4 Defendant, as provided in paragraph 54 below. The Parties acknowledge and agree there is no
5 right for alleged aggrieved employees to opt out of the release of claims asserted under PAGA.
6 Further, the Class Members are bound by the PAGA Release regardless of whether they cash
7 and/or otherwise negotiate their Individual PAGA Payment.

8 52. Non-Monetary Relief. Defendant agrees it will continue to maintain policies and
9 practices that comply with applicable federal, state, and local laws and regulations.

10 53. Settlement Administration.

11 a. Within thirty (30) calendar days of entry of the Preliminary Approval
12 Order, Defendant shall provide the Settlement Administrator with the Class List for purposes of
13 mailing the Settlement Notices to Class Members. The Settlement Administrator shall not be
14 permitted to share any Class Information included in the Class List with Plaintiff or Class
15 Counsel absent express approval by Defendant or Defense Counsel.

16 i. Notice by First Class U.S. Mail. Upon receipt of the Class List, the
17 Settlement Administrator shall perform a search based on the National Change of Address Database
18 maintained by the United States Postal Service to update and correct any known or identifiable
19 address changes. Within twenty-one (21) calendar days after receiving the Class List from Defendant
20 as provided herein, the Settlement Administrator shall mail copies of the Settlement Notice to all
21 Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best
22 judgment to determine the current mailing address for each Class Member. The address identified by
23 the Settlement Administrator as the current mailing address shall be presumed to be the most current
24 mailing address for each Class Member. The Parties agree that this procedure for notice provides
25 the best notice practicable to Class Members and fully complies with due process.

26 ii. Undeliverable Settlement Notices. Any Settlement Notice returned
27 to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be
28 re-mailed to the forwarding address affixed thereto within five (5) calendar days of receipt of the

1 returned Settlement Notice by the Settlement Administrator. If no forwarding address is provided,
2 the Settlement Administrator shall attempt to determine a correct address by the use of skip-
3 tracing, or other type of automated search, using the name, address and/or Social Security number
4 of the Class Member involved, and shall then perform a re-mailing to the Class Member whose
5 Settlement Notice was returned as non-deliverable within five calendar days of receipt of the
6 returned Settlement Notice by the Settlement Administrator, assuming another mailing address is
7 identified by the Settlement Administrator. Class Members who are sent a re-mailed Settlement
8 Notice shall have their Response Deadline extended by ten (10) calendar days from the date the
9 Settlement Administrator re-mails the Settlement Notice. If these procedures are followed, notice
10 to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the
11 Settlement Notice does not receive the Settlement Notice, the intended recipient shall nevertheless
12 remain a Class Member and shall be bound by all terms of the Settlement and the Final Order and
13 Judgment.

14 iii. Determination of Individual Settlement Awards and Individual
15 PAGA Payments. The Settlement Administrator shall determine the eligibility for, and the amounts
16 of, each Individual Settlement Award and Individual PAGA Payment under the terms of this
17 Stipulation of Settlement. The Settlement Administrator's determination of the eligibility for and
18 amount of each Individual Settlement Award and Individual PAGA Payment shall be binding upon
19 the Class Members and the Parties. In the absence of fraud or gross negligence, Defendant's
20 Workweek estimates shall be presumed accurate. Within fifteen (15) days of receiving the Class
21 List from Defendant, the Settlement Administrator will provide their calculations of anticipated
22 Individual Settlement Payments and Individual PAGA Payments to counsel for the Parties for
23 review and approval.

24 iv. Disputes Regarding Administration of Settlement. Any dispute not
25 resolved by the Settlement Administrator concerning the administration of the Settlement shall
26 be resolved by the Court.

27 b. Monitoring and Reviewing Settlement Administration. The Parties have
28 the right to monitor and review the administration of the Settlement to verify that the monies

1 allocated under the Settlement are distributed in the correct amount, as provided for in this
2 Stipulation of Settlement.

3 c. Certification Reports Regarding Individual Settlement Award Calculations.

4 The Settlement Administrator will provide Defense Counsel and Class Counsel a weekly report
5 that certifies: (i) the number of Class Members who have submitted valid Requests for Exclusion
6 or objections; and (ii) whether any Class Member has submitted a challenge to any information
7 contained in their Settlement Notice, including but not limited to the number of Class Members
8 from the Settlement Class who have submitted a dispute of Workweeks. Additionally, the
9 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
10 administration of the Settlement Agreement as needed or requested.

11 d. Best Efforts. The Parties agree to use their best efforts and act in good
12 faith to carry out the terms of this Settlement.

13 54. Funding and Allocation of Maximum Settlement Amount. The Maximum
14 Settlement Amount shall be paid by Defendant in one lump sum payment within thirty (30)
15 calendar days after the Effective Date. Defendants shall transfer the Maximum Settlement
16 Amount into a QSF established by the Settlement Administrator, either directly or by sending the
17 funds to the Settlement Administrator to be deposited and distributed.

18 a. Payments to the Settlement Class. Class Members shall not be required to
19 submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the
20 Maximum Settlement Amount shall revert to Defendant or result in an unpaid residue. The
21 Settlement Administrator shall first compute the Net Settlement Amount by deducting from the
22 Maximum Settlement Amount the payments approved by the Court for the Class Counsel
23 Award, Class Representative Service Award, PAGA Payment, and Settlement Administration
24 Costs. To the extent the Court does not approve the full requested attorneys' fees, litigation costs,
25 service award, or settlement administration costs, the Net Settlement Amount will increase
26 accordingly, by the difference between the request amount and the amount awarded by the Court.

27 i. Individual Settlement Award: From the Net Settlement Amount,
28 the Settlement Administrator will calculate each Individual Settlement Award by dividing the

1 Net Settlement Amount by the total number of Workweeks resulting in the Workweek Value and
2 then multiplying the Workweek Value by the number of Workweeks worked by each
3 Participating Class Member. All Participating Class Members will be entitled to payment for at
4 least one Workweek.

5 ii. Individual PAGA Payment: The Settlement Administrator will
6 calculate each PAGA Group Member's Individual PAGA Payment by dividing the 25% of the
7 PAGA Payment to be distributed to all PAGA Group Members, i.e., \$5,000 by the total number
8 of Pay Periods for all PAGA Group Members, resulting in the PAGA Pay Period Value; and then
9 multiplying the PAGA Pay Period Value by the number of Pay Periods worked by each PAGA
10 Group Member. All PAGA Group Members will be entitled to payment for at least one Pay
11 Period.

12 iii. Each Participating Class Member's Individual Settlement Award
13 and each PAGA Group Member's Individual PAGA Payment shall be calculated solely by the
14 Settlement Administrator using Defendant's Workweek and Pay Period data. Defendant's
15 Workweek and Pay Period data will be presumed to be correct, unless a particular Class Member
16 proves otherwise to the Settlement Administrator by credible evidence consistent with
17 mechanism set forth in paragraph 37 above.

18 iv. Promptly after receipt of the Maximum Settlement Amount, but no
19 later than ten (10) calendar days of receipt of each payment, the Settlement Administrator will
20 pay: (1) the awarded Class Counsel Award to Plaintiff's Counsel; (2) the awarded Settlement
21 Administrator Costs to the Settlement Administrator; (3) the Service Award to Plaintiff; (4)
22 seventy-five percent (75%) of the PAGA Payment to the LWDA; and (5) the Individual
23 Settlement Awards and Individual PAGA Payments to the Class Members.

24 v. Prior to mailing the Individual Settlement Awards and the
25 Individual PAGA Payments, the Settlement Administrator shall perform a search based on the
26 National Change of Address Database maintained by the United States Postal Service to update
27 and correct any known or identifiable address changes.

28 vi. Should any of the following occur, the Settlement Administrator

1 will proportionately increase the estimated Individual Settlement Award of each Participating
2 Class Member to ensure that the entire Net Settlement Amount is distributed to Participating
3 Class Members: (1) any Class Members submit timely and valid, or otherwise accepted,
4 Requests for Exclusion; (2) the Court approves the Class Representative Service Award in an
5 amount less than those requested by Plaintiff, as detailed herein; (3) the Court approves a Class
6 Counsel Award in an amount less than that requested by Plaintiff, as detailed herein; and/or (4)
7 the Court approves Settlement Administration Costs in an amount less than that requested by
8 Plaintiff, as detailed herein.

9 vii. Individual Settlement Award payments and Individual PAGA
10 Payments shall be made by check and shall be made payable to each Participating Class Member
11 and each PAGA Group Member as set forth in this Stipulation of Settlement.

12 viii. Individual Settlement Awards shall be allocated as follows: 15% as
13 unpaid wages subject to all applicable tax withholdings; and 85% as unpaid interest and unpaid
14 penalties. The Settlement Administrator shall issue an IRS Form W-2 to each Participating Class
15 Member for the portion of each Individual Settlement Award payment allocated as alleged
16 unpaid wages and subject to all applicable tax withholdings. The Settlement Administrator shall
17 issue an IRS Form 1099 to each Class Member for the portion of each Individual Settlement
18 Award allocated as alleged unpaid non-wage penalties and interest and not subject to payroll tax
19 withholdings, and for the Individual PAGA Payment. The Settlement Administrator shall
20 calculate the amount of the Employer's Share of Payroll Taxes and shall remit and report the
21 applicable portions of the payroll tax payment to the appropriate taxing authorities in a timely
22 manner. Defendant will be responsible for paying the Employer's Share of Payroll Taxes and
23 this amount will not be deducted from the Maximum or Net Settlement Amount.

24 ix. Checks for the Individual Settlement Award payments and
25 Individual PAGA Payments shall expire after 180 days. After the expiration of the 180-day
26 period, the Settlement Administrator will prepare the Final Report regarding the distribution of
27 the Maximum Settlement Amount, including the total amount that was cashed/deposited by
28 Participating Class Members and the total amount of any uncashed settlement checks under

1 California Code of Civil Procedure section 384. After the Final Report is filed, the total amount
2 of any uncashed settlement checks will be transmitted by the Settlement Administrator to the
3 California Controller's Office Unclaimed Property Division, with an identification of the
4 Participating Class Member to whom the funds belong, in accordance with California Code of
5 Civil Procedure section 384.

6 x. In the event a Participating Class Member and/or PAGA Group
7 Member fails to cash/deposit his or her Individual Settlement Award check and/or Individual
8 PAGA Payment check, the Participating Class Member and/or PAGA Group Member shall
9 nevertheless remain bound by the Settlement.

10 xi. All monies received by Participating Class Members and PAGA
11 Group Members under the Settlement shall be deemed paid solely in the year in which such monies
12 actually are received. It is expressly understood and agreed that the receipt of Individual Settlement
13 Awards and Individual PAGA Payments shall not entitle any Participating Class Member or PAGA
14 Group Member to additional compensation or benefits under any collective bargaining agreement or
15 under any bonus, contest or other compensation or benefit plan or agreement in place during the
16 period covered by the Settlement under which any Participating Class Members or PAGA Group
17 members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k)
18 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
19 plan, nor shall it entitle any Class Member to any increased pension and/or retirement, or other
20 deferred compensation benefits. It is the intent of the Parties that the Individual Settlement Awards
21 and Individual PAGA Payments provided for in this Stipulation of Settlement are the sole payments
22 to be made by Defendant to Class Members and PAGA Group Members in connection with this
23 Settlement, with the exception of Plaintiff, and that the Participating Class Members and PAGA
24 Group Members are not entitled to any new or additional compensation or benefits as a result of
25 having received the Individual Settlement Awards and/or and Individual PAGA Payments.
26 Furthermore, the receipt of Individual Settlement Awards and Individual PAGA Payments by
27 Participating Class Members and PAGA Group Employees shall not, and does not, establish any
28 general, special, or joint employment relationship between and among the Class Member(s) and

1 Defendant.

2 b. Class Representative Service Award. For the purposes of this Settlement
3 only, the Parties agree to the designation of Plaintiff Paula Martinez as the Class/PAGA
4 Representative. In recognition of her time and effort in bringing and presenting the Action and
5 for releasing her Released Claims, Plaintiff shall request Class Representative Service Award not
6 to exceed \$10,000. Plaintiff's request for such Class Representative Service Award shall be
7 subject to approval from the Court. Defendant agrees not to oppose or object to Plaintiff's
8 request for Class Representative Service Award in an amount not to exceed this amount. The
9 Class Representative Service Award will be in addition to Plaintiff's Individual Settlement
10 Award paid under the Settlement. The Settlement Administrator shall issue an IRS Form 1099 to
11 Plaintiff for her Class Representative Service Award. Plaintiff shall be solely and legally
12 responsible to pay any and all applicable taxes on this Class Representative Service Award. Any
13 amount requested by Plaintiff for the Class Representative Service Award and not awarded by
14 the Court shall become part of the Net Settlement Amount and shall be distributed to
15 Participating Class Members as part of their Individual Settlement Awards.

16 c. Class Counsel Award. Class Counsel shall be entitled to request attorneys'
17 fees in an amount not to exceed one-third (33.33%) of the Maximum Settlement Amount, which
18 amounts to \$130,000. In addition, Class Counsel shall also be entitled to request an award of costs
19 associated with Class Counsel's prosecution of the Action not to exceed \$19,000. Class Counsel's
20 request for such attorneys' fees and costs shall be subject to approval from the Court. Defendant
21 agrees not to oppose or object to Class Counsel's request for attorneys' fees or to Counsel's request
22 for attorneys' costs. In the event the Court awards Class Counsel less than \$130,000 in attorneys'
23 fees and/or less than \$19,000 in costs, the difference shall become part of the Net Settlement
24 Amount and shall be distributed to Participating Class Members and PAGA Group Members as
25 part of their Individual Settlement Awards and Individual PAGA Payments. Class Counsel shall be
26 solely and legally responsible to pay all applicable taxes on the Class Counsel Award. Class
27 Counsel shall provide the Settlement Administrator with properly completed and signed copies of
28 IRS Form W-9 in order for the Settlement Administrator to process the Class Counsel Award

1 approved by the Court. The Settlement Administrator shall issue an IRS Form 1099 to Class
2 Counsel for the Class Counsel Award. The Court's adjustment, if any, of the amount allocated to
3 the Class Counsel Award shall not invalidate this Agreement.

4 55. Settlement Administration Costs. The Settlement Administration fees and
5 expenses, which are estimated not to exceed \$5,216, shall be paid from the Maximum Settlement
6 Amount. Prior to Plaintiff filing a Motion for Final Approval of the Settlement, the Settlement
7 Administrator shall provide the Parties with a statement detailing the Settlement Administration
8 Costs to date. The Parties agree to cooperate in the Settlement Administration process and to
9 make all reasonable good faith efforts to control and minimize Settlement Administration Costs.

10 a. The Parties each represent they do not have any financial interest in the
11 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
12 could create a conflict of interest.

13 b. The Settlement Administrator shall keep the Parties timely apprised of the
14 performance of all Settlement Administrator responsibilities required by the Settlement. The
15 Settlement Administrator shall be authorized to establish a Qualified Settlement Fund ("QSF")
16 under IRS rules and regulations in which the Maximum Settlement Amount shall be placed and
17 from which payments required by the Settlement shall be made.

18 56. Payroll Taxes. In accordance with this Settlement and to the fullest extent
19 possible, the Maximum Settlement Amount shall resolve, satisfy and completely extinguish all
20 of Defendant's liability with respect to the Class Members, except that the Defendant shall
21 solely be responsible for the employer portion of the payroll taxes on the portion of the
22 Individual Settlement Awards that constitutes wages and these taxes shall be paid by the
23 Defendant in addition to the Maximum Settlement Amount. Upon the transfer of the Maximum
24 Settlement Amount and the employer portion of payroll taxes on the portion of the Individual
25 Settlement Awards that constitutes wages, Defendant shall have no further payment or defense
26 obligation whatsoever with respect to any claims covered by this Settlement made or asserted
27 by any person or entity anywhere in the world in connection with the Class Members.

28 57. Final Settlement Approval Hearing and Entry of Final Order and Judgment.

1 Following expiration of the Response Deadline, a Final Approval Hearing shall be conducted by
2 the Court for the Court to determine whether to grant final approval of the Settlement, including
3 determining the amounts properly payable for: (i) the Class Counsel Award;(ii) the Class
4 Representative Service Award; and (iii) the Settlement Administration Costs. At least sixteen (16)
5 court days prior to the Final Approval Hearing, the Settlement Administrator shall provide a
6 written report or declaration to the Parties describing the process and results of the administration
7 of the Settlement to date, which report or declaration shall be filed by Plaintiff with the Court prior
8 to the Final Approval Hearing. The Parties agree to work diligently and cooperatively in good faith
9 to have this Settlement presented to the Court for final approval.

10 58. Duties of the Parties Prior to Court Approval. Plaintiff shall promptly submit this
11 Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and
12 determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon
13 execution of this Settlement Agreement, Plaintiff shall apply to the Court for the entry of an order
14 scheduling a fairness hearing on the question of whether the proposed settlement, including
15 payment of attorneys' fees and costs, the Class Representative's Service Award payment, the
16 Settlement Administration Costs, and the PAGA Payment, should be finally approved as fair,
17 reasonable and adequate as to the members of the Settlement Class. As part of Plaintiff's Motion
18 for Preliminary Approval, Plaintiff shall also apply to the Court for the entry of an Order as
19 follows:

- 20 a. Certifying the Settlement Class for settlement purposes only;
- 21 b. Approving, as to form and content, the proposed Settlement Notice;
- 22 c. Approving the manner and method for Class Members to object to or
23 request exclusion from the Settlement, as contained herein and within the Settlement Notice;
- 24 d. Directing the mailing of the Settlement Notices to Class Members, by first
25 class mail;
- 26 e. Preliminarily approving the Settlement subject only to the objections of
27 Class Members and final review by the Court; and
- 28 f. Setting a Final Approval Hearing.

1 59. Duties of the Parties Following Final Approval. Following final approval by the
2 Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a
3 proposed Final Order of Approval and Judgment:

4 a. Approving the Settlement, adjudging the terms thereof to be fair,
5 reasonable and adequate, and directing consummation of its terms and provisions;

6 b. Approving Class Counsel's application for an award of attorneys' fees
7 and costs;

8 c. Approving the Class Representative Service Award payment to Plaintiff;

9 d. Approving the Settlement Administration Costs;

10 e. Setting a date when the Parties shall submit the Final Report regarding the
11 distribution of the Maximum Settlement Amount under California Code of Civil Procedure section
12 384, and, if necessary a date for a final accounting hearing following its receipt of the Final
13 Report;

14 f. Entering judgment in this Action barring and enjoining all members of the
15 Settlement Class from prosecuting against any of the Released Parties any claims released herein
16 under the Settlement Agreement, upon satisfaction of all payments and obligations hereunder.

17 60. Revocation of Settlement by Defendant. If ten percent (10%) or more of Class
18 members request to be excluded from the Settlement, Defendant shall have the sole and absolute
19 discretion to rescind/void the Settlement Agreement within twenty-one (21) days after receiving
20 from the Settlement Administrator the final list of requests for exclusion. Defendant agrees to
21 meet and confer in good faith with Class Counsel before rescinding or voiding the Settlement
22 Agreement. In the event that Defendant elects to rescind/void the Settlement Agreement, it shall
23 provide written notice of such rescission to Class Counsel. Such rescission shall have the same
24 effect as a termination of this Settlement Agreement for failure to satisfy a condition of
25 settlement, and the Settlement Agreement shall become null and void and have no further force
26 or effect, and the Settlement Class certified under this Settlement Agreement will be decertified
27 for all purposes. If Defendant chooses to terminate this Settlement Agreement under this
28 provision, it shall be responsible to pay the Settlement Administrator's fees and costs incurred to

1 that point but shall not be obligated to pay any amounts that otherwise would have been owed
2 under this Agreement. If Defendant elects to revoke the Settlement under this paragraph, the
3 Parties shall be returned to their respective statuses as of the date and time immediately prior to
4 the execution of this Stipulation of Settlement, and the Parties shall proceed in all respects as if
5 this Stipulation of Settlement had not been executed. No Party will encourage any Class
6 Member to opt out of the Settlement.

7 61. Nullification of Settlement. In the event: (i) the Court does not enter the
8 Preliminary Approval Order; (ii) the Court does not grant final approval of the Settlement;
9 (iii) the Court does not enter the Final Order and Judgment; (iv) the Settlement does not become
10 final for any other reason; or (v) the Court should for any reason fail to dispose of the Action its
11 entirety, then (a) this Stipulation of Settlement shall be rendered null and void, (b) any order or
12 judgment entered by the Court in furtherance of this Settlement shall be treated as void from the
13 beginning, (c) neither this Agreement nor any of the related negotiations or proceedings shall be
14 of any force or effect, (d) all Parties to this Agreement shall stand in the same position, without
15 prejudice, as if the Agreement had been neither entered into nor filed with the Court and (e) this
16 Stipulation of Settlement and any documents related to it shall be inadmissible and shall not be
17 used by Plaintiff, any Class Member or Class Counsel to support any claim or request for class
18 certification in the Action, which Defendant expressly reserves the right to oppose, and shall not
19 be used in any other civil, criminal, or administrative action against Defendant or any of the
20 other Released Parties. In the event the Settlement does not become final for any reason, any
21 Settlement Administration Costs already incurred by the Settlement Administrator shall be split
22 evenly amongst the Parties. In the event an appeal is filed from the Court's Final Order and
23 Judgment, or any other appellate review is sought, administration of the Settlement shall be
24 stayed pending final resolution of the appeal or other appellate review and the stay shall only be
25 lifted if the end result of the appeal or other proceeding is that the terms of this settlement
26 agreement are upheld.

27 62. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees that by signing this
28 Settlement Agreement, she will be bound by the terms herein. For good and valuable

consideration, Plaintiff further agrees that, upon signing this Settlement Agreement, she will not request to be excluded from this Settlement, object to any terms herein, or appeal the Final Approval Order. Any such request for exclusion, objection, or appeal by Plaintiff will be void and of no force or effect.

63. No Encouragement of Class Members. At no time shall Plaintiff or Class Counsel directly or indirectly seek to solicit or otherwise encourage Class Members to opt out of or object to the Settlement, or to appeal the Court's Final Approval Order. Class Counsel may respond to inquiries directly received from Class Members.

64. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only, and either party may appeal any court order that materially alters the Settlement Agreement's terms. Nothing in this Settlement Agreement shall preclude Plaintiff from appealing from a court order denying or failing to grant in full their requests for attorneys' fees, costs, or service award.

65. No Admission by Defendant. Defendant disputes all claims alleged in this Action and denies all wrongdoing whatsoever by Defendant. Defendant further denies any liability to Plaintiffs and the putative Class with respect to any claims or allegations asserted in the Actions. This Agreement is entered into solely for the purpose of settling highly disputed claims. Neither this Stipulation of Settlement, nor any of its terms and conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall be used against Defendant as an admission or indication of liability with respect to any claim of any fault, concession, or omission by Defendant or that class certification is proper under the standard applied to contested certification motions. The Parties stipulate and agree to the certification of the proposed class for settlement purposes only. The Parties further agree that this Stipulation of Settlement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendant is liable to Plaintiff or any Class Member, other than according to the terms of this Stipulation of Settlement.

///

66. Publicity Prior to the Filing of Plaintiff's Motion for Preliminary Approval.

1 Plaintiff and Class Counsel shall not make any public disclosures or issue any press release,
2 contact the press, respond to any press inquiry or have any communication with the press about
3 the fact, amount, or terms of this Settlement. Plaintiff and Class Counsel shall not engage in any
4 advertising or marketing relating to the settlement of this Action in any manner that identifies or
5 that is suggestive of Defendant, including but not limited to any postings on any websites
6 maintained by Class Counsel, or attempt to influence Defendant's business relationships.
7 However, Class Counsel may identify this Settlement in court filings in other matters to
8 demonstrate their adequacy as counsel in connection with the prosecution or settlement of other
9 class actions. Notwithstanding the foregoing, the Parties hereby expressly agree that this
10 Agreement shall remain confidential until a motion for preliminary approval is filed with the
11 Court. Nothing in this Section is intended to interfere with Class Counsel's duties and
12 obligations to faithfully discharge their duties as Class Counsel, including but not limited to,
13 communicating with Class Members regarding the Settlement.

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

18 68. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
19 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
20 Judgment to the Court for its approval, under Rule 3.770 of the California Rules of Court. After
21 entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
22 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement
23 administration matters, and (iii) such post-Judgment matters as may be appropriate under court
24 rules or as set forth in this Agreement

25 69. Exhibits and Headings. The terms of this Stipulation of Settlement include the
26 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully
27 set forth herein. The Exhibits to this Stipulation of Settlement are an integral part of the Settlement.
28 The descriptive headings of any paragraphs or sections of this Stipulation of Settlement are

1 inserted for convenience of reference only.

2 70. Amendment or Modification. Except for the mutually agreeable extension of
3 deadlines and dates necessary to implement the Settlement, this Stipulation of Settlement may be
4 amended or modified only by a written instrument signed by counsel for all Parties (or their
5 successors-in-interest) or their counsel, and approved by the Court.

6 71. Entire Agreement. This Stipulation of Settlement and any attached Exhibits
7 constitute the entire agreement between the Parties, and no oral or written representations,
8 warranties, or inducements have been made to Plaintiff or Defendant concerning this Stipulation
9 of Settlement or its Exhibits other than the representations, warranties, and covenants contained
10 and memorialized in this Stipulation of Settlement and its Exhibits. No other prior or
11 contemporaneous written or oral agreements may be deemed binding on the Parties.

12 72. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense
13 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
14 negotiate this Stipulation of Settlement and to take all appropriate actions required or permitted to
15 be taken by such Parties under this Stipulation of Settlement to effectuate its terms, and to execute
16 any other documents required to effectuate the terms of this Stipulation of Settlement. The Parties,
17 Class Counsel and Defense Counsel shall cooperate with each other and use their best efforts to
18 effect the implementation of the Settlement. In the event the Parties are unable to reach agreement
19 on the form or content of any document needed to implement the Settlement, or on any
20 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the
21 Parties may seek the assistance of the Court to resolve such disagreement. The person signing this
22 Stipulation of Settlement on behalf of Defendant represents and warrants that s/he is authorized to
23 sign this Stipulation of Settlement on behalf of Defendant. Plaintiff represents and warrants that
24 she is authorized to sign this Stipulation of Settlement and that she has not assigned any claim, or
25 part of a claim, covered by this Settlement of Settlement to a third party. The Parties have
26 cooperated in the drafting and preparation of this Stipulation of Settlement. Hence, in any
27 construction made of this Stipulation of Settlement, the same shall not be construed against any of
28 the Parties.

1 73. Binding on Successors and Assigns. This Stipulation of Settlement shall be
2 binding upon, and inure to the benefit of, the successors and assigns of the Parties.

3 74. California Law Governs. All terms of this Stipulation of Settlement and the
4 Exhibits hereto shall be governed by and interpreted according to the laws of the State of
5 California, without giving effect to any law that would cause the laws of any jurisdiction other
6 than the State of California to be applied.

7 75. Counterparts. This Stipulation of Settlement may be executed in one or more
8 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
9 instrument.

10 76. This Settlement is Fair, Adequate, and Reasonable. Plaintiff represents that this
11 Settlement is a fair, adequate, and reasonable settlement of the Action and she has arrived at this
12 Settlement after extensive arm's-length negotiations, taking into account all relevant factors,
13 present and potential.

14 77. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the
15 Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement
16 of the terms of this Stipulation of Settlement and all orders and judgments entered in connection
17 therewith, and the Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the
18 Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this
19 Stipulation of Settlement and all orders and judgments entered in connection therewith.

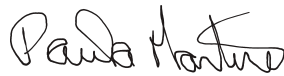
20 78. Invalidity of Any Provision. Before declaring any term or provision of this
21 Stipulation of Settlement invalid, the Parties request that the Court first attempt to construe the
22 terms or provisions valid to the fullest extent possible consistent with applicable precedents so as
23 to define all provisions of this Stipulation of Settlement as valid and enforceable. In the event the
24 Court declares any material provision of this Stipulation of Settlement invalid, the Stipulation of
25 Settlement will be void and its terms will be of no force and effect, except as otherwise agreed to
26 by the Parties in writing.

27 79. Binding Nature of Notice of Class Action Settlement. It is agreed that, because
28 the Class Members are so numerous, it is impossible or impractical to have each Class Member

1 execute the Stipulation of Settlement. The Class Notice shall advise all Class Members of the
2 binding nature of the Settlement, and the release of Released Claims and shall have the same
3 force and effect as if this Stipulation of Settlement were executed by each Participating Class
4 Member.

5 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
6 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff, on the
7 one hand, and Defendant, on the other hand, as of the date(s) set forth below:

8
9
10 Dated: 02/19/2025



Plaintiff Paula Martinez

11
12
13
14 Dated: 2/18/2025



Defendant LA Financial Credit Union

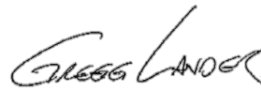
16 Carol Galizia

17 Print Name of Authorized Signatory

18 **APPROVED AS TO FORM**

19
20 **D. LAW, INC.**

21 Dated: 02/19/2025



Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq.
Attorneys for Plaintiff Paula Martinez

24
25 **JACKSON LEWIS P.C.**

26 Dated: 2/18/2025



Connie L. Chen, Esq.
Jennell K. Shannon, Esq.
Attorneys for Defendant

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Paula Martinez v. LA Financial Credit Union
Los Angeles County Superior Court of California - Case No. 23STCV22040

**IF YOU WERE EMPLOYED BY DEFENDANT IN CALIFORNIA AS A
NON-EXEMPT EMPLOYEE AT ANY TIME FROM MARCH 18, 2019, THROUGH
SEPTEMBER 13, 2024, YOU MAY BE ELIGIBLE TO RECEIVE MONEY
FROM A CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

The Court approved this notice. This is not an advertisement.

You are not being sued. However, your legal rights are affected whether or not you act.

PLEASE READ THIS NOTICE

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
INCLUDE THE FOLLOWING:	
DO NOTHING	You will automatically receive an Individual Settlement Award (described below) if and when the Settlement receives final approval by the Court. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	<u>You will not receive an Individual Settlement Award.</u> ¹ You will not be deemed to have released any other claims due to this Settlement or bound by any other aspect of the judgment in this case.
OBJECT	You may write to the Settlement Administrator and object to this Settlement. This will not affect your eligibility to receive a payment from the Settlement.

WHAT IS IN THIS NOTICE

1. Why Should You Read This Notice?..... Page 2
2. What Is the Case About?Page 2
3. How Much Can I Expect to Receive?..... Page 3
4. Who Is the Plaintiff in This Class Action? Page 3
5. Who Are the Attorneys Representing the Parties? Page 3
6. What Are My Rights Regarding this Settlement?Page 4
7. How Will the Attorneys for the Class Be Paid?Page 5
8. What If I Lose My Settlement Check?Page 6

¹ You cannot exclude yourself from the Private Attorneys General Act, Labor Code sections 2698-2699.6 (“PAGA”) portion of the proposed Settlement even if you exclude yourself from the Class Settlement. Regardless of whether you exclude yourself from the Class Settlement, you will still receive a portion of the settlement for release of claims under PAGA.

1. *Why Should You Read This Notice?*

You have received this Notice because records indicate that you are a member of the settlement class in this action. You may be eligible to get money from the Settlement. This Notice will explain the Settlement's terms and the amount of money you may be eligible to receive under the Settlement.

The settlement class is comprised of all current and former California non-exempt employees employed by Defendant LA Financial Credit Union. ("Defendant") at any time from March 18, 2019 through September 13, 2024 ("Class Members").

This Notice explains your eligibility to share in the Settlement. There was a Preliminary Approval hearing on **March 4, 2025, at 9:00 a.m.**, in the Los Angeles County Superior Court. The Court preliminarily determined that there is sufficient evidence that the Settlement is fair, adequate, and reasonable, and a final determination of the issues will be made at the Final Approval Hearing. The Court also ordered that you receive this Notice. The Court has made no ruling on the merits of Plaintiff's claims against Defendant. Defendant denies all of Plaintiff's claims and strongly contends it has been in compliance with applicable laws and regulations at all times.

The Court will hold a Final Approval Hearing concerning the Settlement on , 2025, at a.m./p.m. in Department 17 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, CA 90012.

The Final Approval Hearing may be continued to another date without further notice. Class Members may appear remotely at the Final Approval Hearing and should contact the court clerk for Department 17 at (213) 310-7017 for instructions on how to remotely appear.

2. *What Is the Case About?*

Plaintiff contends that Defendant engaged in the following alleged violations of the California Labor Code : (1) failure to pay all wages; (2) failure to pay all overtime wages; (3) failure to pay all overtime wages at the legal overtime pay rate; (4) failure to provide all meal periods; (5) failure to authorize and permit all rest periods; (6) failure to pay premium wages at the legal pay rate; (7) failure to fully reimburse work expenses; (8) independent failure to timely furnish accurate itemized wage statements; (9) derivative failure to timely furnish accurate itemized wage statements (10) waiting time penalties for failure to timely pay all wages owed; and (11) violations of Business and Professions Code sections 17200, et seq., for the Labor Code claims asserted in the Complaint. Plaintiff also seeks civil penalties under the Private Attorneys General Act (PAGA) as set forth in Labor Code sections 2698-2699.6, which allows a private citizen to pursue civil penalties on behalf of the State of California Labor Workforce Development Agency (LWDA).

Defendant strongly denies the allegations raised in the lawsuit and contends it has no liability for any of Plaintiff's or the Class Members' claims under any statute, wage order, common law, or equitable theory. However, to avoid the additional expense, inconvenience, and risks of continued litigation, Plaintiff and Defendant have concluded that it is in their respective best interests and the interests of the Class Members to settle the action on the terms summarized in this Notice. Defendant reserves the right to object to and defend itself against any claim if, for any reason, the Court does not grant final approval of the Settlement .

3. *How Much Can I Expect to Receive?*

Defendant will pay a maximum settlement amount of \$390,000 (“Maximum Settlement Amount”), which includes all settlement payments to Class Members, attorneys’ fees and costs, costs of administering the Settlement, a payment to the LWDA under PAGA, and the Class Representative’s payment.

Defendant’s records indicate that you worked approximately [REDACTED] workweek(s) during the Class Period, which is March 18, 2019, through September 13, 2024. Based on these records, your estimated payment as a Class Member will be \$ [REDACTED] .

Defendant’s records indicate that you worked approximately [REDACTED] pay period(s) during the PAGA Period, which is September 13, 2022, through September 13, 2024. Based on these records, your estimated payment under PAGA will be \$ [REDACTED] .

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

The front of every check issued for Individual Settlement Awards and PAGA Payments will show the date when the check expires (also known as the void date). If you don’t cash your check by the void date, it will be automatically canceled, and the money will be deposited with the California Controller’s Unclaimed Property Fund in your name.

4. *Who Is the Plaintiff in This Class Action?*

Paula Martinez is a former employee of Defendant. Paula Martinez is the Plaintiff and Class Representative in this class action lawsuit. She is representing your interests as a Class and PAGA representative.

5. *Who Are the Attorneys Representing the Parties?*

Class Counsel

Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq.
D.LAW, INC.
1635 Pontius Avenue, Floor 2
Los Angeles, CA 90025-3361
Tel.: (424) 320-6420
Email: Gregg@d.law

Defense Counsel

Connie L. Chen, Esq.
Jennell K. Shannon, Esq.
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2800
Los Angeles, CA 90017-5408

6. *What are my Rights Regarding this Settlement?*

Participating in the Settlement

Under the Settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt-out procedure set forth below.

This Settlement Notice states the total number of workweeks you worked for Defendant during the Class Period. Your individual settlement payment as a Class Member will be based on that number. If you believe the information on this Notice is correct, then you do not need to take any further action to receive your settlement payment.

If you believe the workweek information shown above is incorrect, you may submit a written Workweek Dispute stating why you believe the listed workweeks are not correct. The workweek dispute must be mailed or faxed to the Settlement Administrator (whose contact information is listed below) and must be postmarked no later than [REDACTED], 2025. The date of the fax or postmark on the Workweek Dispute will be the exclusive means to determine whether a Workweek Dispute has been timely submitted. A valid Workweek Dispute should be in writing and should contain: (i) the Class Member's full name, signature, address, telephone number, and the last four digits of his/her Social Security number; (ii) the number of Workweeks the Class Member contends is correct; and (iii) any evidence supporting his/her contention. The dates of employment identified for each Class Member in the applicable Class List will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible evidence. If there is a dispute about the workweeks you worked, the Settlement Administrator will review the records to resolve the dispute.

NOTE: UNLESS YOU DISPUTE THE WORKWEEK INFORMATION LISTED ABOVE OR OPT OUT OF THE SETTLEMENT, YOU WILL RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE AMOUNTS SET FORTH ABOVE.

If you are a current employee of the Defendant, your decision as to whether to participate in this Settlement will not affect or in any way impact your employment.

Objecting to the Settlement

If you wish to Object to the Settlement in writing, you should submit a written Notice of Objection stating why you object to the Settlement. The Notice of Objection should be signed by you and should include (i) your full name, signature, address, telephone number, and the last four digits of his/her Social Security number, (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection, (iii) copies of any papers, briefs, or other documents upon which the objection is based; (iv) identification of the objector's attorney (if any); (v) a statement of whether the objector or a legal representative intends to appear at the Final Settlement Approval Hearing; and (vi) the case name and number. The Notice of Objection must be mailed or faxed to the Settlement Administrator (whose contact information is listed below) and must be postmarked no later than [REDACTED], 2025. Late Objections will not be considered.

You may also, if you wish, appear at the Final Approval Hearing set for [REDACTED], 2025, at [REDACTED] a.m./p.m. in Department 17, of the Los Angeles County Superior Court and discuss your objections with the Court and the Parties, regardless of whether you submitted a prior written objection. You may appear on your own or through an attorney retained by you at your expense. The Final Approval Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

Opting Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must complete and sign a written Request for Exclusion to the Settlement Administrator via fax or at the address below requesting to be excluded from the Settlement. To be considered valid, your Request for Exclusion must (i) be signed by you; (ii) contain your full name, address, telephone number, and the last four digits of the Social Security number; (iii) include the case name and number; and (iv) clearly state that you do not wish to be included in the Settlement. To be considered timely, your Request for Exclusion must be faxed or postmarked no later than _____, **2025**. Late Requests for Exclusion will not be considered.

If you timely mail a complete and valid Request for Exclusion, you will no longer be a member of the Class and you will **not** be eligible to object to the terms of the Settlement or receive money under the Settlement except for that portion of the settlement allocated to PAGA penalty payments. Except for the PAGA release, you will not be bound by the terms of the Settlement and may pursue any valid claims you may have, at your own expense, against Defendant.

Individuals otherwise meeting the definition of Class Members who exclude themselves from the class will still receive a payment for the amount of each such individual's estimated share of the PAGA Payment that was included by the Settlement Administrator in calculating the Claim Amount and shall still be bound by the PAGA release.

Effect of the Settlement on Your Rights

Upon final approval of the Settlement by the Court, all Participating Class Members will be deemed to have released the Released Parties from all Released Claims and PAGA Released Claims, as defined below. Regardless of whether an individual opts out of the Settlement, all Participating PAGA Members will be deemed to have released the Released Parties from all PAGA Released Claims.

"Released Parties" means Defendant and past, present, and future respective subsidiaries, dba's, related and affiliated entities, joint ventures, parents, divisions, ownership entities, insurers and reinsurers, successors, predecessors in interest, and each of their past and present board members, officers, directors, shareholders, employees, agents, members, managing entities, joint employers, integrated enterprises, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, agents, anyone acting for any of them.

"Released Claims" means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaint, including but not limited to all claims under California Labor Code sections 201-204, 218, 218.5, 218.6, 226, 226.3, 226.7, 246, 450, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2804; Civil Code section 3287; California Business and Professions Code section 17200 based on violations of the preceding statutes and the applicable Industrial Wage Order based on violations of the preceding statutes, including claims for injunctive relief, liquidated damages, interest, fees, and costs.

"PAGA Released Claims" means the release by all PAGA Group Members for all claims for penalties under PAGA that arise out of or relate to California Labor Code sections 201-204, 218, 218.5, 218.6,

226, 226.3, 226.7, 246, 450, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2804, 2698 et seq.; Civil Code section 3287; California Business and Professions Code section 17200 and the applicable Industrial Wage Order, as pled or arising out of or related to the facts pled in the PAGA Notice and operative complaint, during the PAGA Period. The Parties acknowledge and agree there is no right for alleged aggrieved employees to opt out of the release of claims asserted under PAGA.

7. *How Will the Attorneys for the Class Be Paid?*

Class Counsel will be paid from the Maximum Settlement Amount. Class Counsel are seeking a fee not to exceed \$130,000, as well as reimbursement of their litigation costs, up to \$19,000. Plaintiff is seeking a Class Representative Service Award from the Maximum Settlement Amount not to exceed \$10,000 for her service as Class Representative. The Parties agree that \$20,000 shall be allocated to settle the PAGA claim, with \$15,000 to be paid to the LWDA, and the remaining \$5,000 to be divided equally among the PAGA Group Members and paid as their Individual PAGA Payments. The Settlement Administrator estimates that the cost of administration will not exceed \$5,216. All of these amounts are to be deducted from the Maximum Settlement Amount, with the remainder available for distribution to Participating Class Members.

8. *What If I Lose My Settlement Check?*

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund at ucpi.sco.ca.gov or (916) 445-5361 for instructions on how to retrieve the funds.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call Class Counsel, Gregg Lander (424-320-6420) or email him at Gregg@d.law, or contact the Settlement Administrator at the contact information listed below.

LA Financial Credit Union Settlement Administrator

c/o Simpluris, Inc.

[ADDRESS]

[PHONE NUMBER]

[WEBSITE]

[FAX]

You can find a copy of the Settlement Agreement as well as the Motions for Preliminary and Final Approval on the website of the LA Financial Credit Union Settlement Administrator which is **XXXXXXXX**.

DO NOT CONTACT THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.