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*Attorneys for Plaintiff*  
DESIREE GARCIA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SAN LUIS OBISPO**

DESIREE GARCIA, individually, and on behalf  
of other members of the general public similarly  
situated, and as an aggrieved employee and  
Private Attorney General;

Plaintiffs,

vs.

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

Defendants.

Case No.: 22CV-0295

*Assigned for all purposes to: Hon. Craig B.  
Van Rooyen, Dept. 2*

**DECLARATION OF HEATHER DAVIS  
IN SUPPORT OF MOTION FOR FINAL  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT**

Date: February 27, 2025  
Time: 9:00 AM  
Dept.: 2

Complaint filed: June 8, 2022  
Trial Date: None Set

I, Heather Davis, declare as follows:

### **CLASS COUNSEL'S BACKGROUND AND EXPERIENCE**

3. Prior to opening my law firm, I developed particular experience in the area of wage and hour litigation. For instance, between 2007 and 2013, I joined the law firm of Littler Mendelson, P.C., the largest labor and employment law firm in the United States.

5. During my employment at Littler Mendelson, I played a significant role in the class actions for which I was responsible. In particular, I was often in charge of leading the strategy of the cases and drafting all of the briefs. I received a wide-array of wage and hour class action experience performing the following types of tasks: drafting demurrers; motions to strike and/or dismiss; removing actions from state court to federal court; drafting and responding to

1 written discovery; drafting and opposing discovery related motions; arguing discovery related  
2 motions; drafting motions to consolidate related matters; interviewing putative class members  
3 and obtaining declarations in connection with class certification; drafting oppositions to motions  
4 for class certification; drafting motions for decertification following class certification;  
5 conducting exposure analyses to assess the strengths and weaknesses of asserted claims, the  
6 likelihood of prevailing at class certification and potential damages resulting from such claims;  
7 drafting mediation briefs; serving as the primary contact to in-house counsel; deposing plaintiffs  
8 and putative class members; deposing retained expert witnesses; and defending the depositions  
9 of corporate witnesses. In short, I played an integral role in all aspects of litigation from the  
10 inception of a matter through and beyond class certification.

11 6. During my practice in other jurisdictions and continuing today, I have been  
12 primarily devoted to working in employment law and on complex class action and representative  
13 litigation and multi-plaintiff work.

14 7. Protection Law Group, LLP is a law firm specifically devoted to the representation  
15 of employees against employers in California involving claims relating to violations of the  
16 California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime  
17 premiums, failure to pay meal and rest premiums, and failure to provide accurate wage records.  
18 The practice of employment law is a very specific, narrow field which requires diligence in an  
19 ever-evolving field of substantive and procedural law.

20 8. Although not exhaustive, below is a representative list of several of the wage and  
21 hour class actions that I performed substantial work on while I was an attorney with Littler  
22 Mendelson, including, but not limited to: *Villacres v. ABM Industries, Inc.*, 189 Cal.App.4th 562  
23 (2010); *Brizuela v. Copart, Inc.*, CIVRS11101592 (San Bernardino County Superior Court class  
24 action settlement); *Augustus v. ABM Industries, Inc.*, BC336416, 2 Cal. 5th 257 (2016); *Tagaki*  
25 *v. United Airlines*, 2:11-CV9191 (Central District class action settlement); *Babasa v. Comerica,*  
26 *Inc.*, 3:11-CV00595; *Leyva v. Medline Industries, Inc.* 5:11-cv-00164 (Central District); *Blue v.*  
27 *Coldwell Banker Residential Brokerage Co.*, BC417335 (Los Angeles County Superior Court,  
28 class action settlement); and *Acosta v. Texwood Industries, Inc.*, 2:07-cv-03237-DDP-PLA

(Central District class action settlement).

9. Since opening my firm, I have served as lead counsel or co-class counsel in several wage and hour class and/or representative actions seeking wages and penalties owed on behalf of employees for which final approval of the settlement or class certification has been granted, including, but not limited to the following:

- *Holzer v. Wedbush Securities, Inc.*, BC550462 (Los Angeles County Superior Court wage and hour class action certifying class of independent contractors and appointing Protection Law Group, LLP as class counsel);
- *White v. Windy Pizza Plus, LLC*, BC593377 (Los Angeles County Superior Court wage and hour class action certifying class of all non-exempt employees and appointing Protection Law Group, LLP as class counsel);
- *Morera v. Continental Asset Mgmt.*, BC502003 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Fong et al. v. Regis Corporation*, 3:13-cv-13-04497 VC, (United States District Court, Northern District of California, wage and hour class action settlement and appointment Protection Law Group, LLP as class counsel in settlement);
- *Espinoza v. Financial Partners Credit Union*, BC502165 (Los Angeles County Superior Court wage and hour Class Action appointing Protection Law Group, LLP as class counsel in settlement);
- *Kesheshian, et al v. S. Cal. Logistics*, BC557981 (Los Angeles County Superior Court wage and hour class action appointing Protection law Group, LLP as class counsel in settlement);
- *Sampson v. 24 HR Homecare LLC*, BC586019 (Los Angeles County Superior Court wage and hour class action);
- *Glenn v. Decron Properties Corp.*, BCC 578035 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);

- *Torres v. Auto Rescue et al.*, RIC1509900 (Riverside County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Kashanian v. Plus Labs, Inc.*, 2016-1-CV-294231 (Santa Clara County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Cadena v. Tetra Property Management*, 257425 (Tulare County Superior Court wage and hour class action appointing Protection law Group, LLP as class counsel in settlement);
- *Drayton v. Hollywood Park Casino*, BC593935 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Khan v. FPI Management, Inc.*, JCCP4819 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Byrd v. Masonite Corp.*, 5:16-cv-00035-JGBKK (United States District Court, Central District of California appointing Protection Law Group, LLP as class counsel in settlement);
- *Hadrick v. Woodmont Real Estate Serv., et al.*, CIV 530405 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Utterbach v. Daylight Transport, LLC et al.*, BC600994 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Lemus v. Slater Inc.*, CIVDS1703633 (San Bernardino County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Deluna v. Amerit Fleet Solutions et al.*, CIVDS1721564 (San Bernardino

County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);

- *Stone v. Universal Protection Services*, AAA Case No. 01-15-0002-7497 (American Arbitration Association wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Commick v. Prometheus Real Estate Group*, CIV531264 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Martinez v. AMRO Fabricating Corp.*, BC681938 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Ramirez v. Western National Properties*, BC639319 (Los Angeles County Superior Court wage and hour class action appointing Protection law Group, LLP as class counsel in settlement);
- *Hernandez v. Access Dental Plan et al.*, 34-2017-00220944 (Sacramento County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Fernandez v. Sumitomo Rubber North America, Inc.*, CIVDS1803211 (San Bernardino County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Gomez v. Fairway Staffing Services, Inc.*, BC689771 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Fuentes v. Communications Test Design, Inc.*, CIVDS1802427 (San Bernardino County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Hartline v. Senior Operations, LLC*, BC697665 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as

- class counsel in settlement);
- *Carrozzella v. Basalite Concrete Products, LLC*, 34-2014-00220214 (Sacramento County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
  - *Howey v. Battery Systems, Inc.*, 2026114 (Stanislaus County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
  - *Correa v. Cashbak, LLC*, BC723845 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
  - *Lemus v. Cass Construction*, 37-2017-00028180 (San Diego County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
  - *Sales v. J.S. International Shipping Corp.*, 18CIV05048 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
  - *Aparicio v. Advantage Painting*, CIVDS2013809 (San Bernadino County Superior Court approving PAGA Settlement);
  - *Rodriguez v. TheRealReal, Inc.*, CGC-19-574661 (San Francisco County Superior Court approving PAGA Settlement);
  - *Parm v. Think Together*, CIVDS1823659 (San Bernardino County Superior Court approving PAGA Settlement);
  - *Casey-Neith v. Pacific Union Financial*, 30-2018-01014980 (Orange County Superior Court approving PAGA Settlement);
  - *Wallace v. Alvarado Restaurant Group, LLC*, 20STCV26260 (Los Angeles County Superior Court approving PAGA Settlement);
  - *Adams v. West Marine Products, Inc.*, 19CIV00436 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group,

- LLP as class counsel in settlement);
- *Coronel, et al. v. CMH Manufacturing, Inc., et al.*, RIC2003070 (Riverside County Superior Court approving PAGA Settlement);
  - *Hernandez v. Acceptance Insurance Agency of Tennessee Inc.*, 20STCV03873 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement); and
  - *Corea v. KHRG Argyle LLC, et al.*, 20STCV09640 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement).

10. I am fully familiar with the legal and factual issues in this Action, and have specific experience litigating complex wage and hour actions as class actions, including employment cases as set forth above.

11. Including myself, Protection Law Group includes eleven attorneys, all of whom actively and continuously represent plaintiffs in employment class actions and representative actions, in Superior Courts throughout the State of California, in the Court of Appeal, and in various Federal courts. Because of the unique history and nature of our practice, all of the attorneys at Protection Law Group have a high level of knowledge and experience in labor and employment law. Besides myself, the following attorneys at Protection Law Group expended significant time in connection with this matter:

- a. Amir Nayebdadash – Founding Partner of Protection Law Group, LLP. Mr. Nayebdadash received his Bachelor of Arts degree from University of California, Los Angeles and a Juris Doctor degree from Pepperdine University School of Law. He was admitted to practice law in California in November of 2004, and has been admitted to practice in all federal district courts in the State of California. Prior to founding Protection Law Group, LLP, Mr. Nayebdadash worked at Littler Mendelson, P.C., the largest labor and employment law firm in the United States. In 2013, Mr. Nayebdadash and I founded Protection Law Group LLP. Since the inception of Protection of Law Group, LLP, Mr. Nayebdadash has focused his

1 practice on the representation of employees against employers in California. Mr.  
2 Nayebedadash has extensive experience in all aspects of employment litigation,  
3 with a focus on wage and hour class and representative action, including, but not  
4 limited to taking and defending depositions, briefing and arguing motions,  
5 preparing for class certification, negotiating complex wage and hour settlements,  
6 trial and appeal.

7 b. Brendan Burton – Senior Associate at Protection Law Group, LLP. Mr. Burton  
8 received his Bachelors of Arts degree from the University of San Diego and a Juris  
9 Doctor degree from California Western School of Law. Mr. Burton was admitted  
10 to practice in California in December 2018 and is admitted to practice law in the  
11 Central District of California. Prior to joining Protection Law Group, LLP, Mr.  
12 Burton’s practice focused on recovering damages for injured victims. Since  
13 joining Protection Law Group, LLP, Mr. Burton’s practice has focused solely on  
14 the representation of employee plaintiffs in complex wage and hour class and  
15 representative actions. Mr. Burton has extensive experience briefing and arguing  
16 motions, and managing written discovery.

17 c. Shadi Sahebghalam – Associate Attorney at Protection Law Group, LLP. Ms.  
18 Sahebghalam received her Bachelor of Liberal Arts degree from University of  
19 California, Los Angeles and a Juris Doctor degree from Pacific Coast University,  
20 School of Law. Ms. Sahebghalam was admitted to practice in California in  
21 April 2022 and is admitted to practice law in Eastern and Southern Districts of  
22 California Federal Courts. Prior to joining Protection Law Group, LLP, Ms.  
23 Sahebghalam’s practice focused on representing plaintiffs in individual  
24 employment discrimination cases and wage and hour disputes in state and federal  
25 court as well as arbitration. After joining Protection Law Group, LLP, Ms.  
26 Sahebghalam’s practice has focused solely on the representation of employee  
27 plaintiffs in complex wage and hour class and representative actions.

28 12. The Settlement presented here only resulted after having engaged in extensive

discovery and investigation and is the product of hard-fought litigation and extensive arms' length negotiations. In my opinion as an experienced class counsel, the Settlement is fair, reasonable, adequate, and in the best interests of the Class, PAGA Members, and State of California.

#### **PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

13. Defendant SESLOC FEDERAL CREDIT UNION ("Defendant") is a full-service credit union, offering both personal and business banking and loan services to clients throughout California. Plaintiff worked for Defendant from approximately December 2017 to approximately May 2020. *See also* Declaration of Desiree Garcia in support of motion for preliminary approval ("Garcia Decl."), ¶ 2.

14. On June 8, 2022, Plaintiff filed her wage and hour class action complaint with the San Luis Obispo Superior Court (Case No. 22CV-0295) alleging the following ten (10) causes of action: (1) Unpaid Overtime Wages Earned; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Wages Not Timely Paid During Employment; (7) Failure to Provide Accurate Wage Statements; (8) Failure to Keep Accurate Payroll Records; (9) Failure to Reimburse Business Expenses; and (10) Violation of Cal. Business & Professions Code § 17200, *et seq.*

15. On August 8, 2022, Defendant filed its Answer to Plaintiff's Complaint.

16. On November 21, 2022, Plaintiff propounded (i) Form Interrogatories – General, Set One; (ii) Special Interrogatories, Set One; (iii) Demands for Productions of Documents, Set One; and (iv) a Deposition Notice for Defendant's Person Most Qualified.

17. Prior to Defendant's Responses to Plaintiff's Initial Discovery being due, Plaintiff and Defendant (collectively the "Parties") met and conferred Plaintiff's propounded discovery. After discussions regarding the discovery, the Parties conferred regarding private mediation. After these extensive meet and confer efforts, the Parties agreed to attend private mediation and agreed to stay further formal discovery to allow the Parties to focus on exploring early resolution possibilities.

18. On April 13, 2023, the Parties reduced their meet and confer efforts to writing, and executed and submitted a Joint Stipulation Regarding Discovery and Mediation, implementing a

1 stay of the Action until completion of private mediation. On April 14, 2023, the Court entered the  
2 Order.

3 19. On September 7, 2023, Plaintiff provided notice to the California Labor and  
4 Workforce Development Agency (“LWDA”) and Defendant of her intent to seek civil penalties  
5 pursuant to the Private Attorneys General Act (the “PAGA”) for violations of California wage  
6 and hour laws. A true and correct copy of Plaintiff’s September 7, 2023, Notice to the LWDA is  
7 attached hereto as **Exhibit 1**. A true and correct proof of delivery is attached hereto as **Exhibit 2**.

8 20. Pursuant to the Joint Stipulation Regarding Discovery and Mediation, the Parties  
9 also agreed to exchange informal discovery and engage in a private mediation with Eve Wagner,  
10 Esq., a well-respected mediator with substantial experience handling wage and hour matters, for  
11 November 30, 2023.

12 21. In advance of mediation, Defendant provided Plaintiff’s Counsel with extensive  
13 informal discovery including all relevant policies and handbooks in place during the Class Period,  
14 which included all applicable policies relating to meal breaks, rest breaks, timekeeping, the  
15 payment of wages and other relevant areas of investigation; Plaintiff’s personnel file; a randomly  
16 selected 20% sampling of time and payroll data for the putative class; and figures and information  
17 regarding the class size and composition. The randomly-selected 20% sampling included records  
18 for putative class members who were employed throughout different time periods during the Class  
19 Period, that is representative of the Class. With this data for the Class, Plaintiff’s Counsel and  
20 their retained expert were able to perform a comprehensive damages analysis and estimate  
21 Defendant’s potential violations, liability, and exposure, including, and not limited to, analyzing  
22 time and pay data, considering potential meal period violations, potential rest period violations,  
23 potential synthetic meal period recordings, potential unpaid and rest period premiums, rounding,  
24 overtime and premium payments, etc. This discovery and investigation allowed Plaintiff’s  
25 Counsel to perform a comprehensive damages analysis and estimate Defendant’s potential  
26 liability.

27 22. After extensive review of these documents and other information, on November  
28 30, 2023, the Parties attended a full day mediation with Eve Wagner, Esq. At the mediation, the

1 Parties engaged in intensive settlement discussions during which they debated their respective  
2 positions and exchanged views regarding the strengths and weaknesses of the alleged claims. At  
3 the conclusion of the mediation, the Parties were able to reach an agreement. The Parties accepted  
4 a mediator's proposal to resolve this dispute on a class and representative basis for a Gross  
5 Settlement Amount of \$750,000.00. After a few days of negotiations and multiple revisions, on  
6 December 13, 2023, the Parties executed a Memorandum of Understanding memorializing the  
7 key settlement terms.

8 23. Thereafter, the Parties worked diligently to negotiate and memorialize the terms  
9 of a long form settlement agreement. On March 18, 2024, after extensive discussions and multiple  
10 revisions to the agreement, the Parties entered into a fully executed Joint Stipulation of  
11 Class Action and PAGA Settlement. Attached as **Exhibit 3** is a copy of the Settlement  
12 Agreement.

13 24. Pursuant to the terms of the Settlement Agreement regarding the filing a first  
14 amended complaint adding a cause of action under California Labor Code § 2699, the Private  
15 Attorneys General Act of 2004 and more than sixty-five (65) days since the mailing of Plaintiff's  
16 PAGA Notice Letter and the LWDA not having indicated that it intended to investigate the  
17 violations discussed in the PAGA Notice Letter, on April 2, 2024, the Parties submitted a Joint  
18 Stipulation and [Proposed] Order to permit Plaintiff to file her First Amended Class and  
19 Representative Action Complaint adding an eleventh (11<sup>th</sup>) cause of action under PAGA.

20 25. On April 5, 2024, the Court entered the Order deeming the First Amended  
21 Complaint as the operative Complaint in the Action.

22 26. Pursuant to California Labor Code § 2699(1)(2), a copy of the proposed Joint  
23 Stipulation of Class Action and PAGA Settlement, as well as information regarding  
24 the preliminary approval hearing on this matter, were submitted to the LWDA via online  
25 filing at [https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)  
26 [Act.html](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html) on May 1, 2024.

27 27. On September 5, 2024, the Court issued a tentative ruling granting Plaintiff's  
28 Motion for Preliminary Approval of Class Action and PAGA Settlement.

28 28. At the September 19, 2024, hearing on Plaintiff's Motion for Preliminary

1 Approval, the Court found on a preliminary basis that the settlement was fair, reasonable, and  
2 adequate.<sup>1</sup>

3 29. Now, following significant investigation into the alleged claims, and lengthy  
4 settlement discussions, Plaintiff hereby moves for final approval of the proposed Settlement  
5 Agreement and has notified the LWDA of the proposed Agreement.

6 **REASONABLENESS OF THE TERMS OF THE SETTLEMENT**

7 30. Plaintiff seeks final approval of a Class and PAGA Settlement with Defendants.  
8 The Settlement provides for: (1) a Gross Settlement Amount of \$750,000.00; (2) Class Counsel  
9 Fees Payment in the amount of thirty-five percent (35%) of the Gross Settlement Amount (*i.e.*,  
10 \$262,500.00); (3) actual litigation costs and expenses incurred by Class Counsel in the amount of  
11 \$15,176.78; (4) payment of \$75,000.00 in PAGA penalties including \$56,250.00 to the LWDA  
12 and \$18,750.00 to employees who worked during the PAGA Period; (5) payment of \$9,000.00 to  
13 the Settlement Administrator; and (6) the requested Class Representative Enhancement Awards  
14 in the amount of \$7,500.00 to Plaintiff Desiree Garcia. The result is a Net Settlement Amount  
15 (“NSA”) of \$371,000.00 which will be distributed to a Settlement Class consisting of  
16 approximately 280 participating individuals who worked for Defendants as a non-exempt  
17 employee, in the state of California, at any time between June 8, 2018, and January 29, 2024.

18 31. The preliminarily approved settlement is the result of intense and hotly contested  
19 litigation between the Parties. The Parties engaged in extensive formal and informal discovery  
20 and investigations in the Action. Indeed, prior to settlement of this matter, Class Counsel spent a  
21 substantial amount of time researching and investigating the claims in the Action. This included  
22 legal research regarding the applicable Labor Code Sections, reviewing and analyzing the Class  
23 Members’ time and pay records, as well as their relevant employment policies, practices, and  
24 procedures. Class Counsel conducted substantial investigation into the alleged claims for Plaintiff  
25 as well as potential complicating factors to bringing these claims to trial. Prior to mediation, Class  
26 Counsel conducted a class-wide assessment and analysis of potential damages. This analysis and

27  
28 <sup>1</sup> The Court signed the Order granting Plaintiff’s Motion for Preliminary Approval of Class Action  
and PAGA Settlement on October 17, 2024.

1 extensive investigations permitted Class Counsel to effectively and intelligently negotiate the  
2 Settlement.

3 32. Reaching an agreement in the Action was not easy. The relationship between the  
4 Parties was adversarial and at many points during the litigation settlement seemed unlikely.  
5 Indeed, the Parties engaged in mediation with Eve Wagner, Esq., a highly respected mediator  
6 with particular experience in wage and hour class actions. During the mediation, the Parties  
7 engaged in extensive settlement negotiations with each other and with the mediator. The  
8 settlement negotiations were at arms' length and, although conducted in a professional manner,  
9 were adversarial.

10 33. Defendant at all times maintained that it had complied with California wage and  
11 hour laws. Similarly, Plaintiff was prepared to vigorously litigate the dispute including through  
12 class certification and trial and were actively planning to proceed with the discovery necessary to  
13 obtain class certification and prove these claims in the event a settlement could not be reached.  
14 Defendant also raised potential defenses and other circumstances that impacted the risk of  
15 proceeding on a class-wide basis. The proposed Settlement was reached at the end of a process  
16 that was neither fraudulent nor collusive. To the contrary, counsel for the Parties advanced their  
17 respective positions throughout the mediation process and with the help of the mediator the Parties  
18 were able to reach an agreement to resolve these claims.

19 34. Class Counsel conducted formal and informal discovery and investigation in this  
20 matter. Prior to mediation Defendant produced all written policies, time and payroll records for  
21 the Class, and other relevant documents and data points that allowed Plaintiff to conduct a class-  
22 wide analysis of Defendant's potential damages. Class Counsel thoroughly reviewed this  
23 discovery and conducted a class-wide assessment and analysis of Defendant's potential damages  
24 based on the documents and information provided. The Parties extensively briefed these issues  
25 and provided their analyses to the mediator for his consideration. This investigation allowed Class  
26 Counsel to act intelligently in negotiating the settlement.

27 35. Based on my experience, and as discussed extensively in Plaintiff's motion for  
28 preliminary approval, I believe this Settlement represents a fair and reasonable compromise of

1 the Class's claims against Defendant. Defendant vigorously contested its liability and raised  
2 defenses regarding both the manageability of these claims at trial and the merits of the individual  
3 claims. This included arguments regarding the potential for individualized issues with respect to  
4 Plaintiff's meal period claims, rest period claims, and claims regarding off-the-clock work.

5 36. Based on my experience litigating similar and complex matters and the history of  
6 this litigation, I would reasonably expect a vigorous and lengthy defense to both class certification  
7 and merits absent a settlement with substantial risk that Class Members could be forced to wait  
8 years and incur additional costs for the same or possibly worse result. The substantial economic  
9 uncertainty of businesses during the COVID-19 pandemic only highlights the value of such a  
10 guaranteed result.

11 37. To date, no member of the Settlement Class has filed an objection and only one  
12 member filed a request to opt out of the Settlement.

13 38. Accordingly, the factors assessed by Class Counsel both here and in the motion  
14 for preliminary approval, strongly support the conclusion that the settlement is not only presumed  
15 fair but is reasonable.

16 **THE ADMINISTRATION PROCESS AND PLAN OF DISTRIBUTION**

17 39. The Settlement Administrator for this matter is ILYM Group, Inc. ("Settlement  
18 Administrator") as approved by the Court.

19 40. My office provided the Settlement Administrator with the Court-approved text for  
20 the Class Notice on October 31, 2024. The Class Notice included the formula for determining the  
21 estimated sum to be paid to each individual from the Net Settlement and stated each Class  
22 Members' estimated Individual Settlement Payment.

23 41. On November 7, 2024, Notice Packets were mailed to all 286 Class Members.  
24 ILYM Decl. ¶7.

25 42. Initially, ten (10) Notice Packets were returned to the Settlement Administrator.  
26 None of the ten (10) returned Notice Packets included a forwarding address. The Settlement  
27 Administrator performed a skip trace on these ten (10) Notice Packets. As a result of the skip  
28 trace, six (6) updated addresses were obtained, and the Notice Packets were promptly re-mailed

1 to those Settlement Class Members. Specifically, six (6) were re-mailed as a result of the  
2 Settlement Administrator's skip tracing efforts. In sum, one six (6) Notice Packets were re-mailed  
3 thus resulting in four (4) undeliverable Notices. ILYM Decl. ¶¶8-10.

4 43. To date, there has been no objections to the Settlement, one request for exclusion,  
5 and no disputes. The deadline for Class Members to submit workweek disputes, request exclusion  
6 from, or object to the Settlement expired on January 6, 2025. ILYM Decl. ¶¶11-12.

7 44. According to the terms of the Settlement Agreement, within fourteen (14) calendar  
8 days of the Effective Date of the Settlement (as defined in the Settlement Agreement), SESLOC  
9 Federal Credit Union will deposit the Gross Settlement Amount (*i.e.*, \$750,000.00) and all  
10 applicable employer-side payroll taxes into a Qualified Settlement Fund ("QSF") that will be  
11 established by the Settlement Administrator. Within seven (7) calendar days of the funding of the  
12 Settlement, the Settlement Administrator will issue payments for: (1) Individual Class Payments  
13 for all Participating Class Members; (2) Individual PAGA Payments to all Aggrieved Employees;  
14 (3) the LWDA PAGA Payment; (4) Class Counsel Fees Payment and Class Counsel Litigation  
15 Expenses Payment; (5) the Class Representative Enhancement Award to Plaintiff; and (6)  
16 Settlement Administration Costs. *See* Settlement Agreement ¶¶40, 42.

17 **CLASS COUNSEL FEES**

18 45. Class Counsel seeks attorneys' fees in the amount of \$262,500.00, which is thirty-  
19 five percent (35%) of the Gross Settlement Amount. The percentage award of the attorneys' fees  
20 is commensurate with: (1) the economic risk Class Counsel took in commencing the Action on a  
21 contingency basis, knowing that there would likely be a long battle with the premier defense  
22 firms; (2) the time, effort and expense dedicated to the case; (3) the skill and determination this  
23 case has required; (4) the results have achieved throughout the litigation; and (5) the value of the  
24 settlement achieved for Class Members, Aggrieved Employees, and the State of California.

25 46. Protection Law Group, LLP is a small law firm specifically devoted to the  
26 representation of employees against employers in California involving claims relating to  
27 violations of the California Labor Code, including claims for failure to pay all wages owed, failure  
28 to pay overtime premiums, failure to pay meal and rest premiums and failure to provide accurate

1 wage records. The practice of employment law is a very specific, narrow field which requires  
2 diligence in an ever-evolving field of substantive and procedural law. Class Counsel have devoted  
3 significant time and attention to this matter on a contingent basis. The significant time and  
4 attention spent on this matter was time we could not spend on other cases or clients.

5 47. As discussed above, my office undertook extensive investigation, analysis, and  
6 research prior to filing the lawsuits, during litigation, mediation, and after the mediation. This  
7 included attending client meetings; attending hearings with the Court; extensively meeting and  
8 conferring with Defendant's Counsel on various issues; and conducting legal research on  
9 unanticipated and remote legal defenses. Then, in advance of the mediation, Class Counsel  
10 reviewed and analyzed extensive time and payroll data. Indeed, Class Counsel analyzed numerous  
11 documents and pages of time and payroll data. Further, Class Counsel participated in case strategy  
12 and analysis, drafting, reviewing, revising pleadings, meeting and conferring with Defendant, and  
13 preparing for and attending mediations. Class Counsel participated in extensive negotiations at  
14 mediation and then spent substantial time drafting and revising the Class Action and PAGA  
15 Settlement Agreement. A settlement was achieved despite all of the obstacles that had to be  
16 overcome, because Class Counsel used their complex wage-and-hour litigation experience and  
17 skills to obtain the Settlement.

18 48. In addition to the time and effort required, this matter also required substantial skill  
19 to litigate. Defendant also retained well-respected counsel and denied liability. Defendant and its  
20 counsel felt very strongly about their ability to ultimately prevail in the Action and mounted  
21 several defenses that posed significant threats to class certification and the manageability of the  
22 Action at trial, challenged the theories of Class Counsel, and posed problems moving forward.  
23 Class Counsel also were required to contend with the challenge of reviewing and analyzing  
24 substantial amounts of class data in order to determine Defendant's underlying practices.

25 49. There were also substantial risks with respect to this matter that Class Counsel was  
26 required to evaluate and overcome before reaching a successful settlement. For instance,  
27 Defendant raised issues with Plaintiff's meal period claims. Although Plaintiff maintains that  
28 Defendant maintained unlawful meal period policies and practices, Defendant argued their

1 policies and practices were lawful. Class Counsel had to consider that the Court could find validity  
2 to this individualized proof defense.

3 50. Defendant also challenged Plaintiff's ability to sufficiently prove the alleged rest  
4 period violations as Defendant was not required to record these breaks. Based on Class Counsel's  
5 discovery and investigation, Class Counsel believes Defendant failed to permit employees to be  
6 relieved for their rest period. However, Defendant claimed that it allowed employees to take their  
7 state mandated rest periods and that their practices comply with California law. Given the lack of  
8 records demonstrating rest period violations, there were legitimate concerns that Plaintiff would  
9 not be able to certify these claims or prove substantial damages even assuming a uniform practice  
10 could be established.

11 51. Plaintiff would also face challenges certifying and proving liability for her  
12 minimum wage and overtime claims. These claims were largely based on unrecorded, off-the-  
13 clock work performed by the Class Members both before and after their shift and as the result of  
14 timekeeping errors by Defendant. While Class Counsel believes a uniform and systemic practice  
15 could be established regarding these time edits, this claim was not certain and would be an  
16 extremely complex and hotly disputed issue. Plaintiff would also require substantial evidence to  
17 establish a pattern and practice that pressured employees to work off-the-clock and the  
18 individualized nature of such damages presented legitimate concerns regarding the manageability  
19 of the cases.

20 52. There were also substantial risks to evaluate associated with Plaintiff's waiting  
21 time penalties and wage statement claims as these claims are derivative of Plaintiff's previous  
22 claims and if certification was denied on those underlying claims, these claims would also likely  
23 fail. Even if Plaintiff prevailed on their underlying off-the clock claims, they would still be  
24 required to demonstrate that Defendant's violations of Labor Code section 203 were willful  
25 violations, a difficult prospect.

26 53. Additionally, this case was litigated on a contingent basis. Had Class Counsel not  
27 been successful the time devoted to this matter would have been for naught and Class Counsel  
28 would not have received any fee or any reimbursement for any of the expenses incurred on behalf

1 of the Class. Class Counsel has borne all the risks and costs of litigation and will not receive any  
2 compensation until recovery is obtained in this case. The COVID-19 crisis and resulting economic  
3 uncertainty only highlights the substantial risk imposed in taking this type of case on a contingent  
4 basis. Circumstances can arise swiftly and for reasons beyond any parties' control. Class Counsel  
5 could have invested years of time and effort, and they could ultimately have received no  
6 compensation for it. This risk is a relevant factor when considering the reasonableness of Class  
7 Counsel's requested fee.

8 54. Plaintiff agreed to a fee of thirty-five percent (35%), and to date, this has not been  
9 objected to by any member of the Class. I am aware that the common and acceptable rate for  
10 representation in wage-and-hour class action litigation is normally twenty-five (25) to thirty-five  
11 (35) percent. A fee of thirty-three and thirty-five percent (35%) is appropriate here because of the  
12 excellent result achieved for the class despite the substantial risks described above including the  
13 risk that the Class Members could recover nothing at all.

14 55. While the requested fee is a proper and commonly requested percentage of the  
15 common fund, the fee request is also justified under a simple lodestar analysis.

16 56. Including myself, Protection Law Group includes twelve (12) attorneys, all of  
17 whom actively and continuously represent plaintiffs in employment class actions and  
18 representative actions, in Superior Courts throughout the State of California, in the Court of  
19 Appeal, and in various Federal courts. Because of the unique history and nature of our practice,  
20 all of the attorneys at Protection Law Group have a high level of knowledge and experience in  
21 labor and employment law. Besides myself, the following attorneys at Protection Law Group  
22 worked on this matter:

- 23 a. Amir Nayebdadash – Founding Partner of Protection Law Group, LLP. Mr. Nayebdadash  
24 received his Bachelor of Arts degree from University of California, Los Angeles in 1998  
25 and a Juris Doctor degree from Pepperdine University School of Law in 2003. He was  
26 admitted to practice law in California in November of 2004 and has been admitted to  
27 practice in all federal district courts in the State of California. Prior to founding Protection  
28 Law Group, LLP, Mr. Nayebdadash worked at Littler Mendelson, P.C., the largest labor

1 and employment law firm in the United States. In 2013, Mr. Nayebdadash and I founded  
2 Protection Law Group LLP. Since the inception of Protection of Law Group, LLP, Mr.  
3 Nayebdadash has focused his practice on the representation of employees against  
4 employers in California. Mr. Nayebdadash has extensive experience in all aspects of  
5 employment litigation, with a focus on wage and hour class and representative action,  
6 including, but not limited to taking and defending depositions, briefing and arguing  
7 motions, preparing for class certification, negotiating complex wage and hour settlements,  
8 trial and appeal.

9 b. Brendan J. Burton - Senior Associate at Protection Law Group, LLP. Mr. Burton received  
10 his Bachelor of Arts degree from the University of San Diego and a Juris Doctor degree  
11 from California Western School of Law. Mr. Burton was admitted to practice in  
12 California in December 2018 and is admitted to practice law in all California Federal  
13 Courts and United States Court of Appeals for the Ninth Circuit. Prior to joining  
14 Protection Law Group, LLP, Mr. Burton's practice focused on recovering damages  
15 for injured victims. Since joining Protection Law Group, LLP, Mr. Burton's practice  
16 has focused solely on the representation of employee plaintiffs in complex wage and  
17 hour class and representative actions. Mr. Burton has extensive experience briefing  
18 and arguing motions, and managing written discovery.

19 c. Shadi Sahebghalam - Associate Attorney at Protection Law Group, LLP. Ms. Sahebghalam  
20 received her Bachelor of Liberal Arts degree from University of California, Los Angeles  
21 and a Juris Doctor degree from Pacific Coast University, School of Law. Ms.  
22 Sahebghalam was admitted to practice in California in April 2022 and is admitted to  
23 practice law in Eastern and Southern Districts of California Federal Courts. Prior to  
24 joining Protection Law Group, LLP, Ms. Sahebghalam's practice focused on representing  
25 plaintiffs in individual employment discrimination cases and wage and hour disputes in  
26 state and federal court as well as arbitration. After joining Protection Law Group, LLP,  
27 Ms. Sahebghalam's practice has focused solely on the representation of employee  
28 plaintiffs in complex wage and hour class and representative actions.

1           57. My current billing rate and the actual rate I charge clients on an hourly basis is  
2 \$875 per hour. My partner, Amir Nayebdadash's current billing rate during and the actual rate he  
3 charges clients on an hourly basis is \$800 per hour. Brendan J. Burton's current billing rate during  
4 and the actual rate he charges clients on an hourly basis is \$500 per hour. Shadi Sahebghalam's  
5 current billing rate during and the actual rate she charges clients on an hourly basis is \$375 per  
6 hour. While the overwhelming majority of my firm's practice is contingency-based, this is the  
7 actual rate we charge billing clients if retained on an hourly basis to handle employment-law  
8 related issues.

9           58. Based on my familiarity with prevailing market rates for work of similar  
10 complexity in California, including my extensive involvement in fee application work on my own  
11 behalf and on behalf of others, I can attest that these hourly rates are within the prevailing market  
12 rate for work of similar complexity performed by attorneys of similar skill and experience. I have  
13 extensive knowledge of the prevailing hourly rates in the community for work of similar nature  
14 and complexity to the work in this case. My experience and knowledge in this regard comes from  
15 a variety of sources, including: (a) reviewing dozens of fee applications in other matters; (b) my  
16 familiarity with fee application orders in other cases; and (c) my independent research and  
17 knowledge of the prevailing market rates based on fee requests of other counsel and my familiarity  
18 with rates charged in other law firms; and (d) my independent reading and research regarding law  
19 firm billing rates.

20           59. As such, it is my opinion that our requested hourly rates of \$875 for myself, \$800  
21 for Mr. Nayebdadash, \$500 for Mr. Burton, and \$375 for Ms. Sahebghalam, and the use of a  
22 blended rate of at least \$650.00 for Protection Law Group based on the work performed in this  
23 matter is well within the range of a reasonable rates for attorneys of our skill, knowledge,  
24 experience, and ability.

25           60. Protection Law Group has spent a total of 264.20 hours on the Action. Applying a  
26 blended rate of \$650.00 per hour, this results in a total lodestar value of \$171,730.00 for Protection  
27 Law Group. Attached hereto as **Exhibit 4** is a time and task sheet detailing the estimated hours  
28 spent on the different tasks associated with this Action.

1           61.     Lawyers *for* Justice, P.C., has spent a total of **85.60** hours on the Action. Applying  
2 a blended rate of \$850 per hour, this results in a total lodestar value of \$72,760.00 for Lawyers  
3 *for* Justice, P.C. *See* **Exhibit 4**.

4           62.     Further, I believe the use of a multiplier of 0.07 is appropriate in conjunction with  
5 the estimated lodestar value.

6           63.     Based on my experience multipliers up to four times the estimated lodestar value  
7 of a case is commonly awarded by both California and Federal Courts. *See e.g., Wershba v. Apple*  
8 *Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001) (upholding multiplier of 1.42 and noting that  
9 multipliers “can range from **2 to 4 or even higher**.” [emphasis added]) (disapproved on other  
10 grounds).

11           64.     Here, the use of a multiplier is appropriate in light of (1) the outstanding results  
12 obtained on behalf of the Class Members, the Aggrieved Employees, and State of California; (2)  
13 the difficult questions involved and skill displayed by Class Counsel in obtaining this outstanding  
14 result; and (3) the contingent risk assumed by Class Counsel.

15           65.     This settlement represents an outstanding result at the conclusion of hotly  
16 contested litigation. The settlement provides Class Members an average payment of  
17 approximately \$1,301.75 and a high payment of \$2,973.28. In Class Counsel’s view, these  
18 amounts equal or exceed many of the payments achieved in similar litigation. While each matter  
19 faces its own unique challenges and circumstances that can make direct comparison difficult, the  
20 overwhelming value obtained for the Class here demonstrates the outstanding results obtained  
21 and should be an important factor in the Court’s decision to approve the requested multiplier and  
22 ultimately Class Counsel’s requested fee.

23           66.     Also, as noted above, this case was litigated on a contingent basis, meaning that  
24 my office bore all the risks should this matter have failed and still bears the risk the risk of taking  
25 whatever actions are necessary if Defendant fails to pay. This risk is particularly acute in light of  
26 the broad economic uncertainty facing many businesses as a result of the COVID-19 pandemic  
27 and the broad economic uncertainty faced by all employers during this challenging time. Class  
28 Counsel took on the risk that they could ultimately recover nothing from the litigation if they were

1 unsuccessful or if the organization experienced the financial difficulties faced by so many  
2 organizations. These increased risks were real, challenging, and significantly increased the  
3 contingent risk associated with this matter.

4 67. This matter precluded other work that my firm may have taken on. My office  
5 committed substantial time and resources to litigating these cases that were unable to be directed  
6 elsewhere.

7 68. Further, despite being litigated on a contingent basis, this matter was very risky  
8 and involved analysis and investigation regarding complex questions surrounding class  
9 certification, required substantial investigation and complex data analysis to determine  
10 Defendant's underlying practices.

11 69. Given the complex nature of these claims and daunting legal challenges, I believe  
12 there are very few law firms who could have obtained the settlement obtained here by Class  
13 Counsel. Class Counsel has devoted themselves to pursuing and understanding these types of  
14 cases and were able litigate this matter despite risks that may have dissuaded other counsel from  
15 pursuing these cases.

16 70. I believe that the efforts of Class Counsel have resulted in substantial benefits to  
17 the Settlement Class, in the form of a substantial settlement fund established to compensate Class  
18 Members for Defendant's wage and hour violations. Through the efforts of Class Counsel and  
19 Plaintiff in this Action, a fair and reasonable resolution has been reached that includes a non-  
20 reversionary settlement payment by Defendant SESLOC Federal Credit Union of \$750,000.00. I  
21 am informed and believe that, without the efforts of my office, the Labor Code and Wage Order  
22 violations alleged in the Complaint would have gone completely unremedied. The \$262,500.00  
23 in fees provided for in the Settlement is therefore reasonable given the result achieved.

#### 24 **CLASS COUNSELS' COSTS**

25 71. To date, Class Counsel has borne all risks and costs of litigation and will not  
26 receive any compensation until recovery is obtained by Plaintiff and the members of the  
27 Settlement Class. Class Counsel has incurred \$15,176.78 to date. I anticipate and would request  
28 the Court approve an additional \$500.00 in future costs associated with the filing of this motion,

1 filing the final report and other costs necessary to fully resolve the Action. This is a conservative  
2 estimate based on my prior experience regarding the costs incurred as part of the final approval  
3 process. These costs were necessary for the resolution of the Action, and I would request that the  
4 Court award Protection Law Group, LLP \$13,442.70 to cover the costs and expenses associated  
5 with this litigation. The requested reimbursement of \$15,176.78 is \$9,823.22 less than the  
6 \$25,000.00 earmarked toward costs in the Settlement Agreement. These savings will be  
7 distributed to the Class. Attached hereto as **Exhibit 5** is a costs sheet detailing the various costs  
8 incurred by Protection Law Group associated with this Action as of February 27, 2024.

9 **PLAINTIFF'S CLASS REPRESENTATIVE ENHANCEMENT AWARD**

10 72. Here, the requested \$7,500.00 Class Representative Enhancement Awards to  
11 Plaintiff Desiree Garcia is justified. It is very common in my experience for Class and PAGA  
12 Representatives to recover approximately \$7,500.00 as an enhancement/service award. Here, the  
13 amount is justified because of the extensive time Plaintiff spent and the assistance they provided  
14 to Class Counsel.

15 73. Plaintiff has been intimately involved in the prosecution of the Action and served  
16 as an indispensable resource to Class Counsel. Plaintiff have taken actions throughout the  
17 litigation to protect the interests of those they now represent. Plaintiff provided valuable  
18 information regarding allegations and kept themselves informed of the developments in the  
19 Action and participated in decisions concerning the Action. The information and documentation  
20 provided by Plaintiff was instrumental in establishing the wage and hour violations alleged in the  
21 Action, and the recovery provided for in the Settlement Agreement would have been impossible  
22 to obtain without their participation.

23 74. Moreover, Plaintiff faced actual risks with their future employment and new career  
24 by putting themselves on public record in an employment lawsuit. As this Court is aware,  
25 prospective employers conduct searches on job applicants. One type of search is to learn about  
26 applicants' litigation history. These searches are easy to run on the internet and relatively  
27 inexpensive. Plaintiff also faced the potential imposition of costs if the lawsuit was unsuccessful.

28 75. As a result of Plaintiff's actions, 280 employees have the opportunity to participate

1 in a settlement, reimbursing them for wage violations they may have never known about or been  
2 willing to pursue on their own. If these Class Members would have each tried to pursue their legal  
3 remedies on their own, that would have resulted in each having to expend a significant amount of  
4 their own monetary resources and time, which were obviated by Plaintiff putting herself on the  
5 line on behalf of these other Class Members.

6 76. As such, Plaintiff did more than simply lend her name for the lawsuit, and Class  
7 Counsel believes they deserve the requested Class Representative Enhancement Award.

8 **PAYMENT TO THE SETTLEMENT ADMINISTRATOR**

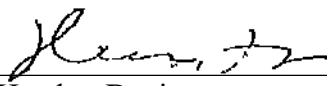
9 77. The Settlement Agreement calls for the award of up to \$9,000.00 to the Settlement  
10 Administrator, ILYM Group, Inc., for the costs associated with administration of the settlement.  
11 The Settlement Administrator is a necessary third-party who has performed substantial services  
12 on behalf of the putative class including sending the notice and the administration of future  
13 settlement payments. Accordingly, I would request that the Court award ILYM Group, Inc.  
14 \$9,000.00 for the services performed in this Action.

15 **NOTICE TO THE LWDA**

16 78. On May 1, 2024, my office submitted a copy of the fully executed Joint Stipulation  
17 of Class Action and PAGA Settlement, as well as information regarding the final approval hearing  
18 on this matter, to the California Labor Workforce Development Agency via online filing at  
19 <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>. A  
20 true and correct copy of an email confirming submission of the Settlement to the LWDA on May  
21 1, 2024, is attached hereto as **Exhibit 6**.

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

24 Executed on February 27, 2025

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27 Heather Davis  
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# EXHIBIT 1



September 7, 2023

**BY ONLINE SUBMISSION**

California Labor & Workforce Development Agency  
PAGAfiling@dir.ca.gov

**Re: SESLOC FEDERAL CREDIT UNION**

Dear Representative:

We have been retained to represent Desiree Garcia against SESLOC Federal Credit Union (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as ("SESLOC")) for violations of California wage-and-hour laws. Ms. Garcia seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Garcia seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

SESLOC employed Ms. Garcia as an hourly-paid, non-exempt employee in the State of California. Ms. Garcia is an "aggrieved employee" as defined by California Labor Code section 2699 because she was employed by SESLOC and she suffered one or more of the alleged violations, as demonstrated below.

The "aggrieved employees" that Ms. Garcia may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, SESLOC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders.

SESLOC required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Garcia and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Garcia and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, SESLOC required Ms. Garcia and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. SESLOC also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, SESLOC failed to pay Ms. Garcia and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, SESLOC failed to pay Ms. Garcia and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, SESLOC did not provide Ms. Garcia and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from SESLOC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Garcia and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Garcia and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Garcia and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Garcia and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Garcia and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, SESLOC failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Garcia and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, SESLOC did not provide Ms. Garcia and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, SESLOC failed to pay Ms. Garcia and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Garcia and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, SESLOC failed to pay Ms. Garcia and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Garcia and the other aggrieved

employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Garcia and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by SESLOC.

Therefore, on behalf of all aggrieved employees, Ms. Garcia seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Meg Razi, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

SESLOC Federal Credit Union  
c/o Matthew D. Taggart  
Anastasiya Menshikova  
LEWIS BRISBOIS BISGAARD & SMITH, LLP  
Attorneys  
633 West 5<sup>th</sup> Street, Suite 4000  
Los Angeles, California 90071

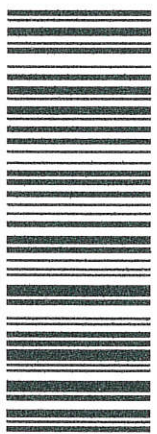
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# EXHIBIT 2

15659/EL

**LAWYERS FOR JUSTICE**  
410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

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| SESLOC Federal Credit Union<br>c/o Matthew D. Taggart<br>Anastasiya Menshikova<br>LEWIS BRISBOIS BISGAARD & SMITH, LLP<br>Attorneys<br>633 West 5th Street, Suite 4000<br>Los Angeles, California 90071 | Total Postage and Fees |
| Postmark Here                                                                                                                                                                                           |                        |

PAGA Ntc#1\_Garcia v. SESLOC Federal Credit Union  
Street and Apt. No., or PO Box No.  
City, State, ZIP+4<sup>®</sup>  
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- ☐ Complete items 1, 2, and 3.
- ☐ Print your name and address on the reverse so that we can return the card to you.
- ☐ Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

SESLOC Federal Credit Union  
 c/o Matthew D. Taggart  
 Anastasiya Menshikova  
 LEWIS BRISBOLIS BISGAARD & SMITH, LLP  
 Attorneys  
 633 West 5th Street, Suite 4000  
 Los Angeles, California 90071



9590 9402 6997 1225 8054 53

**2. Article Number (Transfer from service label)**

7022 2410 0003 2793 7889

**COMPLETE THIS SECTION ON DELIVERY**

**A. Signature**

**X**

☐ Agent

☐ Addressee

**B. Received by (Printed Name)**

**C. Date of Delivery**

**D. Is delivery address different from item 1?**

If YES, enter delivery address below:

☐ Yes  
☐ No

**3. Service Type**

- |                                                                        |                                                                     |
|------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Adult Signature                    | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                           |
| <input checked="" type="checkbox"/> Certified Mail®                    | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       |                                                                     |
| <input type="checkbox"/> Insured Mail                                  |                                                                     |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |                                                                     |

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# EXHIBIT 3

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF SAN LUIS OBISPO**  
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14 DESIREE GARCIA, individually, and on  
15 behalf of other members of the general public  
16 similarly situated;

17 Plaintiff,

18 vs.

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

22 Defendants.  
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Case No.: 22CV-0295

*Assigned for All Purposes to: Hon. Rita  
Federman, Dept. 2*

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

Complaint Filed: June 8, 2022

Trial Date: None Set

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Desiree Garcia, individually and on behalf of the Settlement Class, and Defendant SESLOC Federal Credit Union.

1. “Action” means the court action entitled “*Garcia v. SESLOC Federal Credit Union*”, Case No. 22CV-0295, pending before the San Luis Obispo County Superior Court.

3. “Class” or “Class Members” means all current and former non-exempt employees of Defendant who were employed by Defendant in the state of California at any time during the Class Period.

5. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount, *i.e.*, Two Hundred Sixty-Two Thousand Five Hundred Dollars (\$262,500.00), and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Twenty-Five Thousand Dollars (\$25,000.00), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amount set forth above.

6. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member’s: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee

of Defendant in the state of California; (6) total Workweeks during the Class Period; (7) total Pay Periods during the PAGA Period; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

7. “Class Period” means the period from June 8, 2018, and ending on either the date of preliminary approval of the settlement by the Court, or January 29, 2024, whichever date occurs earlier.

8. “Class Representative” means Plaintiff Desiree Garcia in her capacity as representative of the Participating Class Members.

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

10. “Court” means the Superior Court of the State of California for the County of San Luis Obispo.

11. “Defendant” means SESLOC Federal Credit Union.

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

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

14. “Gross Settlement Amount” means the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00). The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will return to Defendant, and includes all: (1) payments to the Class; (2) Class Counsel’s fees; (3) Class Counsel’s costs; (4) Settlement Administration Costs; (5) Incentive Payment to Plaintiff; and (6) Payment of PAGA Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”) and PAGA Members. In no event will Defendant

1 be required to pay more than the Gross Settlement Amount, except that Defendant shall pay the  
2 employer's share of the payroll taxes separately from and in addition to the Gross Settlement  
3 Amount, or as provided in Paragraph 41. Any interest that accrues in the escrow account created  
4 by the Settlement Administrator shall also be added to the Gross Settlement Amount.

5 15. "Individual Settlement Payment" means the amount payable from the Net  
6 Settlement Amount to each Participating Class Member and any payment a PAGA Member is  
7 eligible to receive from the employee portion of the PAGA Penalties. Individual Settlement  
8 Payments shall be paid by a Settlement Check made payable to Participating Class Members  
9 and/or PAGA Members.

10 16. "Net Settlement Amount" means the funds available for payments to the Class,  
11 which shall be the amount remaining after the following amounts are deducted from the Gross  
12 Settlement Amount: (1) Class Counsel's fees; (2) Class Counsel's costs; (3) Settlement  
13 Administration Costs; (4) Class Representative Incentive Payment to Plaintiff; and (5) the PAGA  
14 Penalties to be paid to the LWDA and PAGA Members.

15 17. "Notice" means the Notice of Proposed Class Action Settlement in a form  
16 substantially similar to the form attached hereto as Exhibit A, that will be mailed to Class  
17 Members' last known address, and which will provide Class Members with information regarding  
18 the Action and information regarding the Settlement of the Action.

19 18. "Objection" means a Class Member's valid and timely written objection to the  
20 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector's full name,  
21 address, telephone number, last four digits of the employees' social security number or employee  
22 ID number; (b) the name of the case and case number; and (c) a written statement of all grounds  
23 for the objection accompanied by legal support, if any, for such objection.

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

26 20. "PAGA Members" means all current and former non-exempt employees of  
27 Defendant who were employed by Defendant in the state of California at any time during the  
28 PAGA Period.

21. “PAGA Penalties” means the amount that the Parties have agreed to allocate in order to settle claims arising under the PAGA. The Parties have agreed that Seventy-Five Thousand Dollars (\$75,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiff’s PAGA Claims. Seventy Five Percent (75%) of this amount (\$56,250.00) will be paid to the LWDA in accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent (25%) of this amount (\$18,750.00) will be distributed to PAGA Members. PAGA Members will receive payment from the employee portion of the PAGA Penalties regardless of their decision to participate in the Class Action if the PAGA Penalties is approved by the Court.

22. “PAGA Period” means the period from June 8, 2021, and ending on either the date of preliminary approval of the settlement by the Court, or January 29, 2024, whichever date occurs earlier.

23. “Participating Class Members” means all Class Members who do not opt out of the settlement by submitting valid and timely Requests for Exclusion.

24. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

25. “Pay Period” shall mean any pay period, in which a PAGA Member worked at least one (1) day during the PAGA Period.

26. “Plaintiff” means Desiree Garcia.

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

28. “Released Class Claims” means all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative Complaint in this Action including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to timely pay wages during employment; and (viii) unfair business practices that could

1 have been premised on the claims, causes of action or legal theories of relief described above or  
2 any of the claims, causes of action or legal theories of relief pleaded in the operative Complaint.

3 29. “Released PAGA Claims” means any and all PAGA claims that could have been  
4 asserted under the California Labor Code Private Attorneys General Act of 2004 based on the  
5 same or similar factual allegations and claims in the operative Complaint in this Action or any  
6 PAGA notice submitted by Plaintiff to the LWDA for the PAGA Period.

7 30. “Released Parties” means Defendant SESLOC Federal Credit Union and each of  
8 its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors,  
9 successors, and assigns.

10 31. “Request for Exclusion” means a valid and timely written statement submitted by  
11 a Class Member requesting to be excluded from the class settlement. To be effective, the Request  
12 for Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last  
13 four digits of the Class Member’s Social Security number and/or the Employee ID number and  
14 (b) a clear statement requesting to be excluded from the settlement of the Class claims. To be  
15 effective, the Request for Exclusion must be post-marked by the Response Deadline and received  
16 by the Settlement Administrator. The Request for Exclusion shall not be effective as to the release  
17 of claims arising under the PAGA.

18 32. “Response Deadline” means the date sixty (60) calendar days after the Settlement  
19 Administrator mails Notice to Class Members and the last date on which Class Members may  
20 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In  
21 the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be  
22 extended to the next day on which the U.S. Postal Service is open. The Response Deadline for  
23 Requests for Exclusion, written objections, and workweek disputes will be extended fifteen (15)  
24 calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator,  
25 unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline  
26 will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline  
27 may also be extended by express agreement between Class Counsel and Defendant. Under no  
28 circumstances, however, will the Settlement Administrator have the authority to unilaterally

1 extend the deadline for Class Members to submit a Request for Exclusion or objection to the  
2 Settlement.

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

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

7 35. “Settlement Administration Costs” mean the costs payable from the Gross  
8 Settlement Amount to the Settlement Administrator for administering this Settlement, including,  
9 but not limited to, translating the Notice, printing, distributing, and tracking documents for this  
10 Settlement, calculating/confirming the class member Workweeks from the information contained  
11 in the Class List, calculating each Participating Class Member’s Individual Settlement Payment,  
12 tax reporting, distributing the Gross Settlement Amount, providing necessary reports and  
13 declarations, and other duties and responsibilities set forth herein to process this Settlement, and  
14 as requested by the Parties. Settlement Administration Costs shall not exceed Nine Thousand  
15 Dollars (\$9,000.00).

16 36. “Settlement Class Members” shall mean all Participating Class Members as  
17 described in paragraph 60 and the PAGA Members.

18 37. “Tax Rate Information” shall mean the tax rate currently paid by Defendant for  
19 the employer’s share of employment taxes in California.

20 38. “Workweek” shall mean any calendar week (*i.e.*, a week beginning with Sunday  
21 and ending with Saturday), in which a Class Member worked at least one (1) day during the Class  
22 Period.

### 23 **TERMS OF AGREEMENT**

24 39. Filing of PAGA Notice and Amended Complaint: The Parties shall file a joint  
25 stipulation and order to permit Plaintiff to file an amended complaint that shall add a cause of  
26 action under the PAGA.

27 40. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and  
28 all applicable employer-side payroll taxes following Final Approval by the Court and within

fourteen (14) days of the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Incentive Payment, Class Counsel's Fees and Costs, the PAGA Penalties, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in the number of Workweeks as set forth below, Defendant shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

41. Potential Increase to the Gross Settlement Amount: The Gross Settlement Amount is based on Defendant's representation that the Class Members worked a total of 35,800 Workweeks during the Class Period. Should the qualifying Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (*i.e.*, by more than 3,580 Workweeks), Defendant shall increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11% the Gross Settlement Amount will increase by 1%.

42. Funding of the Gross Settlement Amount: Within fourteen (14) calendar days of the Effective Date of the Settlement, Defendant will deposit the Gross Settlement Amount and all applicable employer-side payroll taxes into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than seven (7) calendar days of the Effective Date.

43. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual Settlement Payments; (b) the PAGA Penalties to the LWDA; (c) the Class Representative Incentive Payment; (d) Class Counsel's Fees and Costs; and (e) Settlement Administration Costs.

1           44.    Attorneys' Fees and Costs: Defendant agrees not to oppose any application or  
2 motion by Class Counsel for attorneys' fees of not more than Two Hundred Sixty-Two Thousand  
3 Five Hundred Dollars (\$262,500.00) plus the reimbursement of costs and expenses associated  
4 with the litigation and settlement of the Action, in an amount not to exceed Twenty-Five  
5 Thousand Dollars (\$25,000.00), both of which will be paid from the Gross Settlement Amount.  
6 Any portion of the requested fees or costs that are not awarded to the Class Counsel shall be  
7 reallocated to the Net Settlement Amount and distributed to Participating Class Members as  
8 provided in this Agreement.

9           45.    Class Representative Incentive Payment: Defendant agrees not to oppose or object  
10 to any application or motion by Plaintiff for a Class Representative Incentive Payment of Seven  
11 Thousand Five Hundred Dollars (\$7,500.00) for Plaintiff. The Class Representative Incentive  
12 Payment is in exchange for the General Release of the Plaintiff's individual claims and for her  
13 time, effort, and risk in bringing and prosecuting the Action. Any portion of the requested Class  
14 Representative Incentive Payment that is not awarded to the Class Representative shall be  
15 reallocated to the Net Settlement Amount and distributed to Participating Class Members as  
16 provided in this Agreement.

17           46.    Settlement Administration Costs: The Settlement Administrator will be paid for  
18 the reasonable costs of administration of the Settlement and distribution of payments from the  
19 Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs  
20 shall not exceed Nine Thousand Dollars (\$9,000.00).

21           47.    PAGA Penalties: Subject to Court approval, Seventy-Five Thousand Dollars  
22 (\$75,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for  
23 civil penalties under the PAGA. The Settlement Administrator shall pay Seventy-Five Percent  
24 (75%) of the PAGA Penalties, or Fifty-Six Thousand Two-Hundred Fifty Dollars (\$56,250.00),  
25 to the LWDA. Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) will be distributed  
26 to PAGA Members on a *pro rata* basis based on the total number of Pay Periods worked by each  
27 PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the  
28 PAGA Penalties regardless of their decision to opt-out of the Class settlement.

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

|                                        |           |                   |
|----------------------------------------|-----------|-------------------|
| Gross Settlement Amount                | \$        | 750,000.00        |
| Incentive Payment:                     | \$        | 7,500.00          |
| Class Counsel's Fees:                  | \$        | 262,500.00        |
| Class Counsel's Costs:                 | \$        | 25,000.00         |
| PAGA Penalties                         | \$        | 75,000.00         |
| Settlement Administration Costs:       | \$        | 9,000.00          |
| <b>Estimated Net Settlement Amount</b> | <b>\$</b> | <b>371,000.00</b> |

49. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the Twenty-Five Percent (25%) portion of the PAGA Penalties allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated share of the Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Pay Periods for all PAGA Members by adding the number of Pay Periods worked by each PAGA Member during the PAGA Period. The

1 respective Pay Periods for each PAGA Member will be divided by the total Pay Periods for all  
2 PAGA Members, resulting in the Penalties Ratio for each PAGA Member. Each PAGA  
3 Member's Penalties Ratio will then be multiplied by the employee portion of the PAGA Penalties  
4 to calculate each PAGA Member's estimated share of the PAGA Penalties. PAGA Members shall  
5 receive this portion of their Individual Settlement Payment regardless of whether they opt out of  
6 the participation regarding the Class claims.

7 c) Allocation of Individual Settlement Payments: All Individual Settlement  
8 Payments will be allocated as follows: Twenty Percent (20%) of each Individual Settlement  
9 Payment will be allocated as wages; Forty Percent (40%) shall be allocated as interest; and Forty  
10 Percent (40%) shall be allocated as penalties. The portion of the Individual Settlement Payment  
11 allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The  
12 remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement  
13 Administrator.

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

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

- 26 a) Establish and maintain a Qualified Settlement Fund.  
27 b) Calculate the Individual Settlement Payment each Participating Class  
28

Member is eligible to receive and the portion of the PAGA Penalties each PAGA Member shall receive.

- c) Translate the Notice from English to Spanish.
- d) Print and mail the Notice in English and Spanish.
- e) Conduct additional address searches for mailed Notices that are returned as undeliverable.
- f) Process Requests for Exclusion, field inquiries from Class Members.
- g) Print and issue Settlement Payment Checks, prepare IRS W-2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- h) Provide declarations and/or other information to the Court as requested by the Parties and/or the Court regarding the settlement administration process.
- i) Provide weekly status reports to counsel for the Parties.
- j) Posting a notice of final judgment online at Settlement Administrator's website.

52. Delivery of the Class List and Tax Rate Information: Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List and Tax Rate Information to the Settlement Administrator. This is a material term of the Agreement, and if Defendant fails to comply, Plaintiff shall have the right to void the Agreement.

53. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

54. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response

Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. If any Notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendant shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion, an Objection, or workweek dispute to the Settlement.

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

56. Disputed Information on Notice: Class Members will have an opportunity to dispute the information provided in their Notice. To the extent Class Members dispute the number of Workweeks with which they have been credited or the amount of their Individual Settlement Payment, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Class Member produces evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class

1 Member and the Parties will make the final decision as to the number of eligible Workweeks that  
2 should be applied and/or the Individual Settlement Payment to which the Class Member may be  
3 entitled. If the Parties do not agree, the dispute will be submitted to the Court.

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

15 58. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the  
16 Class settlement must sign and postmark a written Request for Exclusion to the Settlement  
17 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class  
18 Member's name, address, telephone number, and the last four digits of the Class Member's Social  
19 Security number and/or the Employee ID number and (b) a statement requesting to be excluded  
20 from the settlement of the Class claims. The date of the postmark on the return mailing envelope  
21 receipt confirmation will be the exclusive means to determine whether a Request for Exclusion  
22 has been timely submitted. All Requests for Exclusion will be submitted to the Settlement  
23 Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests  
24 for Exclusion that were timely submitted. All Class Members who do not request exclusion from  
25 the Action will be bound by all terms of the Settlement Agreement if the Settlement is granted  
26 final approval by the Court. The Request for Exclusion shall not be effective as to the release of  
27 claims arising under the PAGA. Upon request, the Settlement Administrator shall provide  
28 counsel for the Parties with a list of Class Members who have timely submitted a Request for

1 Exclusion.

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

10 60. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the  
11 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively  
12 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound  
13 by all of its terms, including those pertaining to the Released Class Claims, as well as any  
14 Judgment that may be entered by the Court if it grants final approval to the Settlement. Class  
15 Members who opt-out of the Settlement shall not be bound by such Judgment or release. The  
16 names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel  
17 for both Plaintiff and Defendant and noted in the proposed Judgment submitted to the Court.

18 61. Objection Procedures: To object to the Settlement, a Participating Class Member  
19 must postmark a valid Objection to the Settlement Administrator on or before the Response  
20 Deadline. The Objection must be signed by the Participating Class Member and contain all  
21 information required by this Settlement Agreement including the employees full name, address,  
22 telephone number, the last four digits of their social security number and/or Employee ID number  
23 and a written statement of basis for the objection. The objector may include any copies of papers,  
24 briefs, or documents upon which the objection is based. The postmark date will be deemed the  
25 exclusive means for determining that the Notice of Objection is timely. Participating Class  
26 Members who fail to object in the manner specified above will be foreclosed from making a  
27 written objection, but shall still have a right to appear at the Final Approval Hearing in order to  
28 have their objections heard by the Court. At no time will any of the Parties or their counsel seek

1 to solicit or otherwise encourage Participating Class Members to submit written objections to the  
2 Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class  
3 Members with respect to any objections to this Settlement.

4 62. Certification Reports Regarding Individual Settlement Payment Calculations: The  
5 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report  
6 which certifies: (a) the number of Class Members who have submitted valid Requests for  
7 Exclusion; (b) the number of Notices returned and re-mailed; and (c) whether any Class Member  
8 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement  
9 Administrator will provide to Counsel for both Parties any updated reports regarding the  
10 administration of the Settlement Agreement as needed or requested.

11 63. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator  
12 to Participating Class Members and PAGA Members will be negotiable for at least one hundred  
13 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his  
14 or her Settlement Check or PAGA payment check within one hundred eighty (180) days, the  
15 uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of  
16 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et*  
17 *seq.* for the benefit of those Participating Class Members and PAGA Members who did not cash  
18 their checks until such time that they claim their property. The Parties agree that this disposition  
19 results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net  
20 Settlement Amount will be paid out to Participating Class Members and PAGA Members,  
21 whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore,  
22 Defendant will not be required to pay any interest on such amounts. The Individual Settlement  
23 Payments provided to Participating Class Members and to PAGA Members shall prominently  
24 state the expiration date or a statement that the Settlement Check will expire in one hundred eighty  
25 (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual  
26 Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for  
27 good cause and as mutually agreed by the Parties in writing. The Parties agree no unclaimed funds  
28 will result from the Settlement.

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

6           65.   Tax Liability: Defendant makes no representation as to the tax treatment or legal  
7 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are  
8 not relying on any statement, representation, or calculation by Defendant or by the Settlement  
9 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that  
10 they will be solely responsible for the payment of any taxes and penalties assessed on the  
11 payments described herein (i.e., Social Security, Medicare, federal and state income taxes, SDI,  
12 etc.), and will defend, indemnify, and hold Defendant free and harmless from any claims, taxes,  
13 penalties, and/or assessments resulting from treatment of such payments as wages or non-taxable  
14 damages. Defendant's share of any employer payroll taxes and other required employer  
15 withholdings due on the Individual Settlement Payments, including, but not limited to,  
16 Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross  
17 Settlement Amount.

18           66.   Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this  
19 section, the "acknowledging party" and each Party to this Agreement other than the  
20 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this  
21 Agreement, and no written communication or disclosure between or among the Parties or their  
22 attorneys and other advisers, is or was intended to be, nor shall any such communication or  
23 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United  
24 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging  
25 party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for  
26 advice (including tax advice) in connection with this Agreement, (b) has not entered into this  
27 Agreement based upon the recommendation of any other Party or any attorney or advisor to any  
28 other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney

1 or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging  
2 party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects  
3 the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such  
4 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or  
5 tax structure of any transaction, including any transaction contemplated by this Agreement.

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

10 68. Release by Participating Class Members: Upon the complete funding of the Gross  
11 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating  
12 Class Members shall fully and finally release and discharge the Released Parties from the  
13 Released Class Claims that arose during the Class Period. This release shall be binding on all  
14 Participating Class Members.

15 69. Release by the State of California and LWDA: As of the date on which Defendant  
16 fully funds the Settlement, Plaintiff, the LWDA, and the State of California release the Released  
17 Parties of and from the Released PAGA Claims that could have been asserted under PAGA based  
18 on the facts alleged in the PAGA Notice provided to the LWDA and in the operative Complaint.  
19 A copy of this Agreement will be provided to the LWDA concurrently with submission of the  
20 Preliminary Approval Motion. Eligible PAGA Members will receive their share of the employee  
21 portion of the PAGA Penalties and will be deemed to have released any claims arising out of  
22 PAGA, regardless of whether they opt-out from the release of their Class claims.

23 70. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross  
24 Settlement Amount, Plaintiff Garcia agrees—on behalf of herself only—to the additional  
25 following General Release: In consideration of Defendant's promises and agreements as set forth  
26 herein, Plaintiff hereby fully releases the Released Parties from any and all Released Class Claims  
27 and Released PAGA Claims and also generally releases and discharges the Released Parties from  
28 any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which

1 have been or could have been asserted against the Released Parties arising out of or relating to  
2 her employment by Defendant or termination thereof, including but not limited to claims for  
3 wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful  
4 termination of employment. This release specifically includes any and all claims, demands,  
5 obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees  
6 and costs (except provided by the Settlement Agreement) relating to or in any way connected  
7 with the matters referred to herein, whether or not known or suspected to exist, and whether or  
8 not specifically or particularly described herein. Specifically, Plaintiff Garcia, waives all rights  
9 and benefits afforded by California Civil Code Section 1542, which provides:

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

16 This release specifically excludes claims for unemployment insurance, disability, social  
17 security, and workers compensation (with the exception of claims arising pursuant to California  
18 Labor Code Sections 132(a) and 4553).

19 71. Neutral Employment Reference: Defendant agrees that it will adopt a neutral  
20 reporting policy regarding any future employment references related to Plaintiff. In the event that  
21 any potential or future employers of Plaintiff request a reference regarding Defendant's  
22 employment of Plaintiff, Defendant shall only provide Plaintiff's dates of employment and job  
23 titles during employment. Defendant shall not refer to the Action or this Settlement.

24 72. Nullification of Settlement Agreement: In the event that: (a) the Court does not  
25 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any  
26 material term of this Settlement Agreement; or (c) the Settlement does not become final as written  
27 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any  
28 documents generated to bring it into effect, will be null and void, all amounts deposited into the

1 QSF will be returned to Defendant, and the Parties shall be returned to their original respective  
2 positions. Any order or judgment entered by the Court in furtherance of this Settlement  
3 Agreement will likewise be treated as void from the beginning. Should the Court fail to approve  
4 this Settlement for any reason, the Parties agree that they will return to and attend mediation with  
5 a mutually agreed Mediator in an effort to reach a settlement that may be approved by the Court.

6 73. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to  
7 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary  
8 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes  
9 only; (b) Preliminary Approval of the proposed Settlement Agreement; and (c) setting a date for  
10 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for  
11 the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary  
12 Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the  
13 Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it  
14 will not oppose Plaintiff's motion for preliminary approval, so long as the motion for preliminary  
15 approval is entirely consistent with the material terms of this Agreement. If the Court declines  
16 to approve the Settlement or approves it conditional on modifications to the settlement terms, the  
17 Parties shall work in good faith to modify the settlement terms to obtain approval, provided the  
18 material terms of the Settlement are not affected.

19 74. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the  
20 deadlines to postmark Requests for Exclusion, Objections to the Settlement Agreement, or  
21 workweek disputes, and with the Court's permission, a Final Approval/Settlement Fairness  
22 Hearing will be conducted to determine the Final Approval of the Settlement Agreement along  
23 with the amounts properly payable for: (a) Individual Settlement Payments; (b) the Attorneys'  
24 Fees and Costs; (c) the Class Representative Incentive Payment; and (d) the Settlement  
25 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to  
26 obtain Final Approval. If the Court declines to approve the Settlement or approves it conditional  
27 on modifications to the settlement terms, the Parties shall work in good faith to modify the  
28 settlement terms to obtain approval, provided the material terms of the Settlement are not affected.

Defendant further agrees that it will not oppose Plaintiff's motion for final approval, so long as the motion for final approval is entirely consistent with the material terms of this Agreement.

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

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

77. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

78. Amendment or Modification: Subject to the Court's approval, this Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

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

80. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

81. Execution and Counterparts: This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

82. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe

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

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

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

14 85. Class Action Certification for Settlement Purposes Only: The Parties agree to  
15 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the  
16 Settlement is not approved, the stipulation to certification will be void. The Parties further agree  
17 that certification for purposes of the Settlement is not an admission that class action certification  
18 is proper under the standards applied to contested certification motions and that this Agreement,  
19 or any documents or orders issued related to this Settlement, will not be admissible in this or any  
20 other proceeding as evidence that either: (a) a class action should be certified or (b) Defendant  
21 are liable to Plaintiff or any Class Member.

22 86. Non-Admission of Liability: The Parties enter into this Agreement to resolve the  
23 dispute that has arisen between them and to avoid the burden, expense, and risk of continued  
24 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it  
25 has violated any federal, state, or local law; violated any regulations or guidelines promulgated  
26 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached  
27 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or  
28 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,

1 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed  
2 as an admission or concession by Defendant of any such violations or failures to comply with any  
3 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this  
4 Agreement and its terms and provisions shall not be offered or received as evidence in any action  
5 or proceeding to establish any liability or admission on the part of Defendant or to establish the  
6 existence of any condition constituting a violation of, or a non-compliance with, federal, state,  
7 local or other applicable law.

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

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

15 89. Enforcement Action: Pursuant to California Code of Civil Procedure section  
16 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and  
17 enforcement of the terms of the Agreement and all orders and judgments entered in connection  
18 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for  
19 purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement  
20 and all orders and judgments entered in connection therewith. In the event that one or more of  
21 the Parties institutes any legal action or other proceeding against any other Party or Parties to  
22 enforce the provisions of this Settlement or to declare rights and/or obligations under this  
23 Settlement, the prevailing Party or Parties will be entitled to recover from the unsuccessful Party  
24 or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in  
25 connection with any enforcement actions.

26 90. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms  
27 and conditions of this Agreement. Accordingly, this Agreement will not be construed more  
28 strictly against one Party than another merely by virtue of the fact that it may have been prepared

by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

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

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

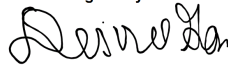
93. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain waivers or *Pick-Up Stix* agreements from the Class Members during the Settlement approval process and will work in good faith to reach an agreement approved by the Court. Defendant further agrees that they will not oppose Plaintiff's motion for preliminary approval and/or motion for final approval, so long as the motion for preliminary approval and/or motion for final approval are entirely consistent with the terms of this Settlement Agreement. If the Court fails to approve this Settlement for any reason, the Parties agree to attend mediation again with Eve Wagner, Esq. in an effort to reach a settlement approved by the Court.

94. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiff's motion for preliminary approval except to (1) the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

95. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be

fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

DATED: 2/22/2024

DocuSigned by:  
  
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Plaintiff Desiree Garcia

DATED: \_\_\_\_\_

Defendant SESLOC Federal Credit Union

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

**PROTECTION LAW GROUP, LLP**

DATED: 2/23/24



Heather Davis

Amir Nayebdadash

Priscilla Gamino

*Attorneys for Plaintiff*

DESIREE GARCIA

**LAWYERS for JUSTICE, PC**

DATED: 3/18/24



Arby Aiwarzian

Joanna Ghosh

Vartan Madoyan

*Attorneys for Plaintiff*

DESIREE GARCIA

1 fully enforceable and binding on all Parties and agree that it will be admissible and subject to  
2 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality  
3 provisions that otherwise might apply under federal or state law.

4  
5 DATED: \_\_\_\_\_

6 Plaintiff Desiree Garcia

7  
8  
9 DATED: 2/22/24

10 Defendant SESLOC Federal Credit Union

11 Name: Ger. LaChance

12 Title: President/CEO

13  
14 Approved as to Form:

15 PROTECTION LAW GROUP, LLP

16  
17 DATED: \_\_\_\_\_

18 Heather Davis  
19 Amir Nayebdadash  
20 Priscilla Gamino  
21 Attorneys for Plaintiff  
22 DESIREE GARCIA

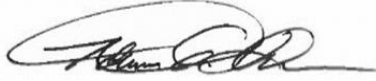
23 LAWYERS for JUSTICE, PC

24 DATED: \_\_\_\_\_

25 Arby Aiwarzian  
26 Joanna Ghosh  
27 Vartan Madoyan  
28 Attorneys for Plaintiff  
DESIREE GARCIA

1  
2 **LEWIS BRISBOIS BISGAARD & SMITH, LLP**

3 DATED: March 12, 2024

4 

5 Matthew D. Taggart

6 Adam G. Khan

7 *Attorneys for Defendant*

8 SESLOC FEDERAL CREDIT UNION

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EXHIBIT 4

***DESIREE GARCIA V. SESLOC FEDERAL CREDIT UNION***  
**San Luis Obispo County Superior Court Case No. 22CV-0295**

**ATTORNEY TASK AND TIME CHART**

| <b>TASK</b>                                                                                                                                                                                                                                           | <b>PROTECTION LAW<br/>GROUP, LLP</b> | <b>LAWYERS FOR<br/>JUSTICE, P.C.</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|--------------------------------------|
| <b>Investigation and Research / Due Diligence</b>                                                                                                                                                                                                     |                                      |                                      |
| Meet and Communicate with Plaintiff During the Action                                                                                                                                                                                                 | 31.60                                | 13.50                                |
| Investigate, Communicate with, and/or Interview Putative Class Members, Aggrieved Employees, and/or Percipient Witnesses                                                                                                                              | 23.80                                | 8.50                                 |
| <b>Pleadings and Court Filings</b>                                                                                                                                                                                                                    |                                      |                                      |
| Investigate the Merits of Plaintiff's Claims, Conduct Legal Research and Analysis of all Claims Involved, and Draft, Review, and/or Revise Plaintiff's Class Action Complaint for Damages and Analysis of All Claims Involved (filed on June 8, 2022) | 0                                    | 9.50                                 |
| Review and Analyze the Court's Notice of Assignment and Notice of Initial Case Management Conference Hearing (filed on June 9, 2022)                                                                                                                  | 0                                    | 0.10                                 |
| Review and Analyze Defendant SESLOC Federal Credit Union's ("Defendant") (collectively with Plaintiff, the "Parties") Answer to Plaintiff's Complaint (filed on August 8, 2022)                                                                       | 0                                    | 1.50                                 |
| Draft Plaintiff's Notice of Posting Complex Fees (filed on September 16, 2022)                                                                                                                                                                        | 0                                    | 0.10                                 |
| Review and Analyze Defendant's Case Management Conference Statement (filed on September 19, 2022)                                                                                                                                                     | 0                                    | 0.30                                 |

|                                                                                                                                                                                       |      |      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|
| Draft, Review, and/or Revise Plaintiff's Case Management Conference Statement (filed on September 19, 2022)                                                                           | 0    | 0.50 |
| Draft, Review and/or Revise Plaintiff's Notice of Association of Counsel and Meet and Confer Regarding Same (filed on September 26, 2022)                                             | 0.50 | 0.30 |
| Review and Analyze Defendant's Case Management Conference Statement (filed on November 23, 2022)                                                                                      | 0.50 | 0.10 |
| Draft, Review, and/or Revise Plaintiff's Case Management Conference Statement (filed on November 30, 2022)                                                                            | 0.70 | 0.10 |
| Review and Analyze Defendant's Case Management Conference Statement (filed on February 21, 2023)                                                                                      | 0.50 | 0.30 |
| Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise the Parties' Joint Case Management Conference Statement and Proposed Order (filed on March 3, 2023)        | 2.10 | 0.10 |
| Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise the Parties' Joint Stipulation re: Discovery and Mediation (filed on April 14, 2023)                       | 3.70 | 0.10 |
| Review Court's Order Granting Joint Stipulation, and Draft, Review, and/or Revise Plaintiff's Notice of Entry of Order (filed on April 17, 2023)                                      | 0.80 | 0.10 |
| Review and Analyze the Court's Notice of Continuance of Hearing (filed on December 19, 2023)                                                                                          | 0.30 | 0.10 |
| Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise the Parties' Joint Stipulation to File First Amended Complaint and Proposed Order (filed on April 5, 2024) | 1.90 | 0.10 |
| Review Court's Order Granting Leave to File First Amended Complaint, and Draft, Review, and/or Revise Plaintiff's Notice of Entry of Order (filed on April 8, 2024)                   | 0.30 | 0.10 |
| Review and Analyze Defendant's Case Management Statement (filed on April 23, 2024)                                                                                                    | 0.60 | 0.10 |

|                                                                                                                                |      |      |
|--------------------------------------------------------------------------------------------------------------------------------|------|------|
| Draft, Review, and/or Revise Plaintiff's Notice of Change of Address (filed on April 25, 2024)                                 | 0.30 | 0    |
| Draft, Review, and/or Revise Plaintiff's Notice of Remote Appearance (filed on September 3, 2024)                              | 0.30 | 0    |
| Review and Analyze the Court's Notice of Continuance of Motion for Preliminary Approval Hearing (filed on September 5, 2024)   | 0.40 | 0.10 |
| Review and Analyze Defendant's Case Management Conference Statement (filed on October 2, 2024)                                 | 0.50 | 0.10 |
| Review and Analyze the Court's Order re: Case Management Conference (filed on October 17, 2024)                                | 1.10 | 0    |
| <b>Appearances</b>                                                                                                             |      |      |
| Prepare for and Appear at Initial Case Management Conference (October 3, 2022)                                                 | 1.50 | 0    |
| Prepare for and Appear at Case Management Conference (December 5, 2022)                                                        | 1.50 | 0    |
| Prepare for and Appear at Case Management Conference (March 8, 2023)                                                           | 2.10 | 0    |
| Prepare for and Appear at Case Management Conference (May 1, 2024)                                                             | 1.50 | 0    |
| Prepare for and Appear at Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (September 19, 2024) | 2.20 | 1.10 |
| Prepare for and Appear at Case Management Conference (October 16, 2024)                                                        | 1.50 | 0.40 |
| <b>Discovery and Deposition</b>                                                                                                |      |      |
| Draft Letter to Defendant Re: Request for Plaintiff's Personnel File, Pay Stubs, and Time Records (served on March 18, 2021)   | 0    | 1.90 |

|                                                                                                                                                                                                                                                                                                                                                                                                          |       |       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|
| Review and Analyze Documents Produced by Defendant in Response to the Request for Plaintiff's Personnel File, Pay Stubs, and Time Records (served on April 8, 2021)                                                                                                                                                                                                                                      | 0     | 2.50  |
| Review and Analyze Additional Documents Produced by Defendant in Response to the Request for Plaintiff's Personnel File, Pay Stubs, and Time Records (served on April 16, 2021)                                                                                                                                                                                                                          | 0     | 3.10  |
| Draft, Review, and/or Revise Plaintiff's Initial Discovery, Including (i) Form Interrogatories – General, Set One, (ii) Special Interrogatories, Set One, (iii) Demand for Production of Documents, Set One, (iv) Notice of Deposition of Defendant SESLOC Federal Credit Union's Person(s) Most Qualified, and (v) Sample <i>Belaire-West</i> Notice for Defendant's Input (filed on November 21, 2022) | 6.50  | 0     |
| <b>Letters and Correspondence</b>                                                                                                                                                                                                                                                                                                                                                                        |       |       |
| Research and Draft Plaintiff's Notice to California Labor and Workforce Development Agency Re: Claims for Penalties Under California Labor Code Section 2698, <i>et seq.</i> (served on September 7, 2023)                                                                                                                                                                                               | 0     | 4.50  |
| Review and Analyze Letter from Defendant's Counsel Re: Information Required Prior to Mediation (served on October 19, 2023)                                                                                                                                                                                                                                                                              | 1.80  | 0     |
| Draft Meet and Confer Correspondence to, Meet and Confer Telephonically with, and Review and Respond to Correspondence from Defendant's Counsel Throughout the Case                                                                                                                                                                                                                                      | 34.50 | 10.50 |
| <b>Mediation/Settlement</b>                                                                                                                                                                                                                                                                                                                                                                              |       |       |
| Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendant, and Other Sources Prior to Mediation and Perform Evaluation of Claims and Damages and Penalties in Connection with Settlement Negotiations and Mediation                                                                                                                                                         | 38.30 | 9.50  |
| Prepare for Mediation, Including Researching Settlement-Related Issues and Merits of Claims, Drafting, Reviewing, and/or Revising the Mediation Brief, Compiling the Mediation Exhibits in Support of Mediation                                                                                                                                                                                          | 20.50 | 5.50  |

|                                                                                                                                                                                                                                                                                                                                                                                                      |       |      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------|
| Brief, and Performing Violation Analysis and Calculations of Damages and Penalties (submitted on November 27, 2023)                                                                                                                                                                                                                                                                                  |       |      |
| Prepare for and Remotely Attend Mediation Session with Eve Wagner, Esq. (mediation on November 30, 2023) (via Zoom)                                                                                                                                                                                                                                                                                  | 9.90  | 0    |
| Review and Analyze Mediator's Proposal (issued November 30, 2023; accepted on or about December 6, 2023)                                                                                                                                                                                                                                                                                             | 0.20  | 0.20 |
| Draft, Review, Revise, Negotiate, and Finalize Memorandum of Understanding of Settlement (executed on December 13, 2022)                                                                                                                                                                                                                                                                             | 2.30  | 0.50 |
| Draft, Review, Revise, Negotiate, and Finalize Joint Stipulation of Class Action and PAGA Settlement (executed on March 19, 2024) and Hearing Date for Final Court Approval                                                                                                                                                                                                                          | 20.60 | 1.10 |
| Coordinate Settlement Administration with Settlement Administrator, Ongoing Monitoring of Settlement Administration, Review Workweeks and Pay Period Counts, and/or Respond to Inquiries Regarding Notice Settlement Administration                                                                                                                                                                  | 8.80  | 0.30 |
| <b>Law and Motion</b>                                                                                                                                                                                                                                                                                                                                                                                |       |      |
| Draft, Review, and/or Revise Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement; Declaration of Desiree Garcia in Support Thereof; Declaration of Heather Davis in Support Thereof; Declaration of Vartan Madoyan in Support Thereof; and [Proposed] Order Granting Motion for Preliminary Approval of Class Action and PAGA Settlement (filed on May 1, 2024) | 18.60 | 3.50 |
| Review and Analyze Defendant's Notice of Non-Opposition to Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement (filed on August 20, 2024)                                                                                                                                                                                                           | 0.80  | 0.10 |
| Review and Analyze Court's Tentative Ruling on Motion for Preliminary Approval of Class Action and PAGA Settlement (issued on September 4, 2024)                                                                                                                                                                                                                                                     | 0.60  | 0.50 |

|                                                                                                                                                                                                                                                                                                                                                                                          |        |       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------|
| Review and Analyze Court's Ruling on Motion for Preliminary Approval of Class Action and PAGA Settlement (filed on September 10, 2024)                                                                                                                                                                                                                                                   | 0.20   | 0.10  |
| Review and Analyze the Court's Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (filed on October 17, 2024)                                                                                                                                                                                                                                | 1.20   | 0.10  |
| Research, Draft, Review, and/or Revise Plaintiff's Notice of Motion and Motion for Final Approval of Class Action and PAGA Settlement; Declaration of Heather Davis in Support Thereof; Declaration of Vartan Madoyan in Support Thereof; Declaration of Plaintiff Desiree Garcia Almazan in Support Thereof; Declaration of Settlement Administrator; and [Proposed] Order and Judgment | 19.20  | 4.50  |
| <b>Total Hours:</b>                                                                                                                                                                                                                                                                                                                                                                      | 264.20 | 85.60 |
| <b>Grand Total Hours:</b>                                                                                                                                                                                                                                                                                                                                                                | 349.80 |       |

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# EXHIBIT 5

***Desiree Garcia v. SESLOC Federal Credit Union***  
**San Luis Obispo County Superior Court Case No. 22CV-0295**

**PROTECTION LAW GROUP LLP - EXPENSE REPORT**

| <b>Date</b>                                 | <b>Memo</b>                                                                                                                                                           | <b>Debit</b>        |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| June 2022 - February 2025                   | PAGA Filings, Court Filings, Attorney Service Fees and Court Documents                                                                                                | \$ 882.75           |
| October 2023 - November 2023                | Mediation Fees and Expenses                                                                                                                                           | \$ 10,450.00        |
| November 2023 - December 2023               | Expert Fees re: Data Analysis                                                                                                                                         | \$ 1,875.00         |
| Ocotber 2023 to December 2024               | Los Angeles Superior Court Document Fees                                                                                                                              | \$ 234.95           |
| January 2025 - Janauary 2026                | Estimated Future Costs (filing of Motion for Final Approval, and filing and service of<br>Notice of Entry of Judgment, filing Declaration re Settlement Distribution) | \$ 500.00           |
| <b>TOTAL CURRENT COSTS</b>                  |                                                                                                                                                                       | <b>\$ 13,442.70</b> |
| <b>TOTAL COSTS (CURRENT + FUTURE COSTS)</b> |                                                                                                                                                                       | <b>\$ 13,942.70</b> |

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# EXHIBIT 6

**From:** [DIR PAGA Unit](#)  
**To:** [Priscilla Gamino](#)  
**Subject:** Thank you for your Proposed Settlement Submission  
**Date:** Wednesday, May 1, 2024 8:28:37 AM

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05/01/2024 08:28:15 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private\\_Attorneys\\_General\\_Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

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