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14 and on behalf of all others similarly situated.

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24 Attorneys for PACIFIC SERVICE CREDIT
25 UNION

26 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
27 **FOR THE COUNTY OF CONTRA COSTA**

28 OCTAVIA HOLDMAN, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

PACIFIC SERVICE CREDIT UNION; and
DOES 1 through 20, inclusive,

Defendants.

Case No. C21-00644

CLASS ACTION

Assigned for all purposes to:
Dept: 39

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

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action and Release
3 shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used
4 herein shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation
5 of Class Action Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Octavia Holdman (“Named
7 Plaintiff”) and the Class Members, on the one hand, and Defendant Pacific Service Credit Union
8 (“Defendant”), on the other hand. Named Plaintiff and Defendant collectively are referred to in this
9 Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Five Hundred Sixty-Seven
12 Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$567,875.00) as provided in Section
13 3.06(a) below (“Gross Settlement Amount”) pursuant to the terms and conditions of this Agreement
14 and for the consideration set forth herein, including but not limited to, a release of all claims by
15 Named Plaintiff and the Class Members as set forth herein.

16 **ARTICLE I**

17 **DEFINITIONS**

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings ascribed to them as set forth below:

20 a. “Action” means the action described as follows: *Octavia Holdman, individually and*
21 *on behalf of others similarly situated, v. Pacific Service Credit Union, and Does 1 through 20,* Case
22 No. C21-00644, commenced on April 1, 2021, in the Superior Court of the State of California for
23 the County of Contra Costa.

24 b. “Agreement” means this Joint Stipulation of Class Action Settlement and Release,
25 including the attached Exhibit(s).

26 c. “Class” means any and all persons who have been employed by Pacific Service Credit
27 Union as a non-exempt employee in California at any time from October 4, 2016, to the earlier of
28 May 17, 2022 or the date of preliminary approval (“Class Period”).

1 d. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

2 AEGIS LAW FIRM, PC
3 Samuel A. Wong
4 Kashif Haque
5 Jessica L. Campbell
6 Joseph M. Szilagyi
7 9811 Irvine Center Drive, Suite 100
8 Irvine, California 92618
9 Telephone: (949) 379-6250
10 Facsimile: (949) 379-6251

11 e. "Class List" means a list based on Defendant's business records that identifies each
12 Class Member's name, last known home or mailing address, Social Security number or, as
13 applicable, other taxpayer identification number, dates of employment, and the number of Qualifying
14 Workweeks worked during the Class Period.

15 f. "Class Member(s)" means all members of the Class.

16 g. "Class Period" means from October 4, 2016, to the earlier of May 17, 2022 or the
17 date of preliminary approval.

18 h. "Court" means the California Superior Court for the County of Contra Costa, where
19 the Action is currently pending.

20 i. "Date of Finality" means the later of the following: (1) the date the Final Order is
21 signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no
22 appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or
23 other judicial review is taken from the Court's overruling of objections to the settlement, ten (10)
24 days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes
25 final.

26 j. "Defendant" means Defendant Pacific Service Credit Union.

27 k. "Defense Counsel" means counsel for Defendant:

28 **LEWIS BRISBOIS BISGAARD & SMITH LLP**
Joseph R. Lordan
Vincent R. Fisher
333 Bush Street, Suite 1100
San Francisco, California 94104-2872
Telephone: 415.362.2580
Facsimile: 415.434.0882

1 l. “Disposition” means the method by which the Court approves the terms of the
2 Settlement and retains jurisdiction over its enforcement, implementation, construction,
3 administration, and interpretation.

4 m. “Final Order Approving Settlement of Class Action” or “Final Order” means the final
5 formal court order signed by the Court following the Final Fairness and Approval Hearing in
6 accordance with the terms herein, approving this Agreement.

7 n. “Gross Settlement Amount” Five Hundred Sixty-Seven Thousand Eight Hundred
8 Seventy-Five Dollars and Zero Cents (\$567,875.00) to be paid by Defendant as provided by this
9 Agreement to settle this Action. All payments to the Class, administration costs, attorney’s fees and
10 costs, and Incentive Award, pursuant to Section 3.06 below, shall be paid out of the Gross Settlement
11 Amount. The employer’s share of payroll taxes arising from the payments made under this settlement
12 shall be paid by Defendant separate from and in addition to the Gross Settlement Amount. The Gross
13 Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the
14 Gross Settlement Amount shall revert to Defendant.

15 o. “Incentive Award” means a monetary amount of up to Ten Dollars (\$10,000.00) for
16 the Named Plaintiff subject to Court approval, in recognition of her effort and work in prosecuting
17 the Action on behalf of Class Members, and for her general release of claims.

18 p. “Individual Settlement Payment(s)” means each Participating Class Member’s
19 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
20 by the calculations provided in this Agreement.

21 q. “LWDA” means The State of California Labor and Workforce Development Agency.

22 r. “LWDA Payment” means 75% of the \$20,000 allocated to the settlement of PAGA
23 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of
24 this Agreement, as provided for below.

25 s. “Motion for Final Approval” means Plaintiff’s submission of a written motion,
26 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
27 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
28 to enter a Final Order in this Action.

1 t. "Motion for Preliminary Approval" means Plaintiff's submission of a written motion,
2 including any evidence as may be required for the Court to grant preliminary approval of the
3 Settlement as required by Rule 3.769 of the California Rules of Court.

4 u. "Named Plaintiff" means Octavia Holdman.

5 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
6 administration costs, Class Counsels' attorney's fees and costs, Incentive Award, and LWDA
7 Payment, pursuant to Section 3.06(a)-(f) below.

8 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the
9 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
10 to Section 3.04(b) below.

11 x. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form
12 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

13 y. "PAGA" means the California Private Attorneys General Act of 2004, which is
14 codified in California Labor Code §§ 2698 *et seq.*

15 z. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
16 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have
17 agreed that the PAGA Settlement Amount is Twenty Thousand Dollars (\$20,000), subject to Court
18 approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the
19 remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group
20 Members.

21 aa. "PAGA Group Members" means all Class Members employed by Defendant at any
22 time between October 4, 2019 through to the earlier of May 17, 2022 or the date of preliminary
23 approval ("PAGA Period").

24 bb. "Participating Class Member(s)" is defined as a Class Member who does not timely
25 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
26 Settlement Amount automatically without the need to return a claim form. Each Participating Class
27 Member will be paid his/her Individual Settlement Payment.

28

1 cc. “Preliminary Approval Date” means the date the Court preliminarily approves the
2 Settlement embodied in this Agreement.

3 dd. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury
4 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
5 Administrator for the benefit of Participating Class Members.

6 ee. “Qualifying Workweeks” means the number of weeks that Class Members worked
7 for Defendant as non-exempt employees during the Class Period, with each Class Member receiving
8 credit for at least one (1) workweek.

9 ff. “Released Parties” means Defendant and any and all of its affiliated companies and
10 its respective parent companies, subsidiaries, affiliates, shareholders, members, managers, agents
11 (including, without limitation, any investment bankers, accountants, insurers, reinsurers, board
12 members, trustees, auditors, accountants, attorneys, benefits administrators, third-party
13 administrators, consultants, contractors, representatives, partners, and any past, present or future
14 officers, directors, and employees) and any other person acting on their behalf or on whose behalf
15 they acted, as well as any predecessors, successors, and assigns.

16 gg. “Released Class Claims” means any and all causes of action, claims, rights, damages,
17 punitive or statutory damages, penalties, liabilities, expenses, and losses arising during the Class
18 Period alleged in the operative complaint or which could reasonably have been alleged in either the
19 complaint Plaintiff filed on or about April 1, 2021, or the complaint Plaintiff filed on or about
20 September 1, 2021, based on the facts alleged therein including but not limited to: (a) any alleged
21 failure by any Defendant (1) to pay wages, minimum wages, sick pay, or overtime wages (including
22 based on alleged regular-rate-of-pay issues); (2) to provide legally compliant meal periods or
23 compensation in lieu thereof (including based on alleged regular-rate-of-pay issues); (3) to provide
24 legally compliant rest periods or compensation in lieu thereof (including based on alleged regular-
25 rate-of-pay issues); (4) to provide accurate wage statements to employees; (5) to maintain accurate
26 records; (6) to pay all wages due upon separation of employment; (7) to provide reimbursement for
27 necessary business-related expenses; (b) any right or claim based on any (1) on-duty meal period
28 imposed or required by Defendant; or (2) off-the-clock work imposed or required by Defendant;

1 (c) any right or claim for unfair business practices in violation of California Business & Professions
2 Code §§ 17200, *et seq.*, based on the alleged failures set forth herein; (d) any violation of the Fair
3 Labor Standards Act of 1938, 29 U.S.C. §§ 203, *et seq.*, and (e) any violation of the California Labor
4 Code arising from or related to the conduct alleged herein, including, without limitation, violation of
5 Labor Code Sections 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 246, 510, 512, 558, 1174,
6 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, or any other ordinance, rule,
7 regulation, or statute, whether federal, state, or administrative, or similar causes of action that any
8 Class Member has or might have, known or unknown, of any kind whatsoever, that was alleged or
9 could have been alleged based on the factual allegations in the complaint Plaintiff filed in this
10 lawsuit.

11 hh. “Released PAGA Claims” means any and all PAGA claims arising during the PAGA
12 Period, which were alleged or could have been alleged in Plaintiff’s notice(s) sent to the LWDA and
13 alleged in the operative complaint or which could reasonably have been alleged in either the
14 complaint Plaintiff filed on or about April 1, 2021, or the complaint Plaintiff filed on or about
15 September 1, 2021, and which arise from the same factual predicate as the PAGA claim in the Action,
16 regardless of whether PAGA Group Members opt out of the Class Settlement, including, but not
17 limited to PAGA claims for failure to pay minimum wages, failure to pay overtime wages, unpaid
18 premium pay for violations of California’s meal period and rest break law, waiting time penalties,
19 penalties for non-compliant wage statements and failure to keep accurate payroll records, failure to
20 pay wages upon separation, and claims pursuant to Labor Code sections 201, 202, 203, 204, 210,
21 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
22 2800, and 2802.

23 ii. “Released Claims” means “Released Class Claims” and “Released PAGA Claims”
24 together.

25 jj. “Response Deadline” means the deadline by which Class Members must postmark or
26 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
27 Response Deadline will be forty-five (45) calendar days after the initial mailing of the Notice Packet
28 by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or

1 federal holiday, in which case the Response Deadline will be extended to the next day on which the
2 U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a
3 re-mailing.

4 kk. “Settlement Administration Costs” means all costs incurred by the Settlement
5 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
6 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
7 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
8 of checks to Class Counsel for attorneys’ fees and costs, to Named Plaintiff for their Incentive
9 Award, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross
10 Settlement Amount.

11 ll. “Settlement Administrator” means Phoenix Class Action Settlement Administrators,
12 which the Parties have agreed will be responsible for the administration of the Individual Settlement
13 Payments to be made by Defendant from the Gross Settlement Amount and related matters under
14 this Agreement.

15 **ARTICLE II**

16 **CONTINGENT NATURE OF THE AGREEMENT**

17 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

18 Because the Parties have stipulated to the certification of the Class with respect to all causes
19 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and
20 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.
21 This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality
22 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement
23 to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification
24 of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to
25 certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date
26 of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the
27 Class as to Defendant will be vacated and Named Plaintiff, Defendant, and the Class will be returned
28 to their positions with respect to the Action as if the Agreement had not been entered into. In the

1 event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving
2 certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall
3 not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in
4 this Agreement, the fact that Defendant did not oppose the certification of a Class under this
5 Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used
6 or cited thereafter by any person or entity, including in any manner whatsoever, including without
7 limitation any contested proceeding relating to the certification of any class. If the Date of Finality
8 does not occur, this Agreement shall be deemed null and void, shall be of no force or effect
9 whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly
10 reserves the right to challenge the propriety of class certification in the Action for any purpose, if the
11 Date of Finality does not occur.

12 The Parties and their respective counsel shall take all steps that may be requested by the Court
13 relating to the approval and implementation of this Agreement and shall otherwise use their
14 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
15 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
16 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
17 resolution, the Parties agree to seek the assistance of mediator Hon. Carl J. West (Ret.) to resolve the
18 dispute.

19 **ARTICLE III**

20 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

21 The procedure for obtaining Court approval of and implementing this Agreement shall be as
22 follows:

23 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

24 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the
25 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.
26 The date that the Court grants preliminary approval of this Agreement will be the "Preliminary
27 Approval Date."
28

1 **Section 3.02: The Settlement Administrator**

2 The Parties have chosen Phoenix Class Action Settlement Administrators to administer this
3 Settlement and to act as the Settlement Administrator, including but not limited to distributing and
4 responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs,
5 calculating the Net Settlement Amount and the Individual Settlement Payments, issuing the
6 Individual Settlement Payment checks and distributing them to Participating Class Members,
7 establishing and maintaining the QSF, and issuing the payment to Class Counsel for attorneys' fees
8 and costs, the Incentive Award check to Named Plaintiff, and the employer payroll taxes to the
9 appropriate taxing authorities. The Settlement Administrator shall expressly agree to all of the terms
10 and conditions of this Agreement.

11 All costs of administering the Settlement, including but not limited to all costs and fees
12 associated with preparing, issuing and mailing any and all notices to Class Members and/or
13 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
14 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
15 returns and any other filings required by any governmental taxing authority or agency, all costs and
16 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
17 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
18 incurred and/or charged by the Settlement Administrator in connection with the execution of its
19 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
20 Administrator from the Gross Settlement Amount.

21 **Section 3.03: Notice to Class Members**

22 Within fifteen (15) calendar days after the Preliminary Approval Date, Defendant will
23 provide the Settlement Administrator with the Class List in electronic format.

24 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
25 Administrator will send Class Members, by first-class mail, at their last known address, the Court
26 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
27 Settlement Class. The Notice Packet will include a calculation of the Class Member's approximate
28 share of the Net Settlement Amount. Class Members will have forty-five (45) days from the date of

1 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
2 Settlement Administrator will check all Class Member addresses against the National Change of
3 Address database and shall update any addresses before mailing. The Settlement Administrator will
4 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
5 Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall
6 have fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar days from the date of
7 the initial mailing, whichever is later, in which to postmark objections or requests for exclusion.
8 Class Members shall not be required to submit claim forms in order to receive a proportional share
9 of the Net Settlement Amount.

10 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
11 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
12 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
13 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
14 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
15 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
16 that reasonable means be used to locate Class Members and that the Settlement Administrator be
17 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
18 Individual Settlement Payments to all Participating Class Members.

19 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
20 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
21 status report provided to the Parties.

22 In the event a Class Member's Notice Packet remains undeliverable forty-five (45) calendar
23 days after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
24 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
25 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
26 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
27 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
28

1 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
2 procedures set forth in Section 3.06(f) below.

3 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
4 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
5 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
6 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
7 exclusion and objections that the Settlement Administrator received.

8 **Section 3.04: Responses to Notice**

9 **a. Class Member Disputes**

10 If any Class Member disagrees with Defendant's records as to his or her Qualifying
11 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
12 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period
13 and submit such writing to the Settlement Administrator by the Response Deadline, along with any
14 supporting documentation. The Notice will also provide a method for the Class Member to challenge
15 the employment data on which his or her Individual Settlement Payment is based. The Settlement
16 Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith
17 to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the
18 final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on
19 the information provided to it.

20 **b. Requests for Exclusion from Class**

21 In order for any Class Member to validly exclude himself or herself from the Class and this
22 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed and dated by the
23 Class Member or his or her authorized representative, and must be sent to the Settlement
24 Administrator, postmarked no later than the Response Deadline (or fifteen (15) days after the
25 Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The Notice
26 Packet shall contain instructions on how to validly exclude himself or herself from the Class and this
27 Settlement (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of
28 the initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked,

1 shall be conclusively determined according to the records of the Settlement Administrator. Any Class
2 Member who timely and validly requests exclusion from the Class and this Settlement will not be
3 entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this
4 Agreement, and will not have any right to object, appeal, or comment thereon.

5 Any Class Member who fails to timely submit a request for exclusion shall automatically be
6 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
7 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
8 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
9 and/or released in this Agreement will be extinguished.

10 **c. Objections to Settlement**

11 For any Class Member to object to this Agreement, or any term of it, the person making the
12 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
13 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
14 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
15 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
16 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
17 the date the signed objection was postmarked, shall be conclusively determined according to the
18 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
19 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
20 Members may also appear at the final approval hearing to object. The Court retains final authority
21 with respect to the consideration and admissibility of any Class Member objections. Absent good
22 cause found by the Court, any Class Member who does not submit a timely written objection to the
23 Settlement Administrator, or who fails to otherwise comply with the specific requirements of this
24 paragraph, will be foreclosed from objecting to the Settlement and seeking any adjudication or review
25 of the Settlement, by appeal or otherwise.

26 **d. Encouragement of Class Members**

27 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
28 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from

1 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
2 Class Members.

3 **e. Adjustment to Gross Settlement Amount**

4 Defendant has estimated the number of Class Members as 146 and has estimated there to be
5 16,225 weeks worked by Class Members. If the actual number of Class Members exceeds fifteen
6 percent (15%) of 146 or the actual total workweeks exceeds fifteen percent (15%) of 16,225, the
7 Gross Settlement Amount shall increase proportionally by the increase above fifteen percent (15%)
8 in the class size or workweeks, whichever is greater.

9 **Section 3.05: Final Fairness and Approval Hearing**

10 Upon expiration of the deadline to postmark Requests for Exclusion, Notices of Objection,
11 and Notices of Intent to Appear, and with the Court's permission, a Final Approval Hearing will be
12 conducted to determine the Final Approval of the Settlement, along with the amounts properly
13 payable for: (i) Individual Settlement Payments; (ii) the Labor and Workforce Development Agency
14 Payment; (iii) the Named Plaintiff's Incentive Award; (iv) Attorneys' Fees and Costs; and (v) all
15 Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty
16 (30) calendar days after the Response Deadline. Class Counsel will be responsible for drafting all
17 documents necessary to obtain final approval. Class Counsel will also be responsible for drafting
18 the application for the Named Plaintiff's Incentive Award and Attorneys' Fees and Costs, and a
19 request for approval of the Settlement Administration Costs, to be heard at the Final Approval
20 Hearing.

21 **Section 3.06: Settlement Payment Procedures**

22 **a. Settlement Amount**

23 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the
24 Gross Settlement Amount in the amount of Five Hundred Sixty-Seven Thousand Eight Hundred
25 Seventy-Five Dollars and Zero Cents (\$567,875.00), subject to a pro rata increase under the condition
26 set forth in Section 3.04(e). The Gross Settlement Amount includes all Individual Settlement
27 Amounts to Participating Class Members, all administration costs, Class Counsel's attorney's fees
28 and costs, PAGA Settlement Amount, and the Incentive Payments.

1 Within forty-five (45) calendar days after the Court signs the Final Order, Defendant shall
2 transfer the Gross Settlement Amount plus Defendant's share of employer-side payroll taxes, as set
3 forth herein, into a QSF established by the Settlement Administrator either directly or by sending the
4 funds to the Settlement Administrator to be deposited and distributed. The Settlement Administrator
5 will use these funds to fund payment of the Individual Settlement Payments to Participating Class
6 Members, Class Counsel's attorneys' fees and costs, the Incentive Award, the LWDA Payment, and
7 the Settlement Administration Costs.

8 Within ten (10) court days after receiving Defendant's final payment, funding the Gross
9 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
10 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
11 Incentive Award, and employer and employee tax withholdings applicable to the Net Settlement
12 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a
13 search based on the National Change of Address Database to update and correct for any known or
14 identifiable address changes.

15 **b. Payment of Attorneys' Fees and Costs**

16 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
17 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is One
18 Hundred Eighty-Nine Thousand Two Hundred Ninety-One Dollars and Sixty-Seven Cents
19 (\$189,291.67). Class Counsel shall submit an application for an award of costs not to exceed Twenty
20 Two Thousand Dollars (\$22,000.00). Such application for attorneys' fees and costs shall be heard by
21 the Court at the Final Fairness and Approval Hearing. Defendant shall not object to or oppose any
22 such application in these amounts. Class Counsel shall serve Defendant with copies of all documents
23 submitted in support of their application for an award of attorneys' fees and costs.

24 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
25 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
26 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
27 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
28 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees

1 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
2 will be reallocated to the Net Settlement Amount and distributed to Participating Class Members
3 according to the procedures set forth herein.

4 **c. Payment of Settlement Administration Costs**

5 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
6 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
7 Seven Thousand Two Hundred Fifty Dollars (\$7,250.00). Any funds allocated to Settlement
8 Administration Costs but not incurred by or otherwise paid to the Settlement Administrator will be
9 included in the Net Settlement Amount and distributed pro rata to the Participating Class Members.

10 **d. Payment of Incentive Award to Named Plaintiff**

11 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to Ten
12 Thousand Dollars (\$10,000.00), the request for which Defendant will not object to or oppose. The
13 Incentive Award shall be paid out of the Gross Settlement Amount and shall not constitute payment
14 to any Participating Class Member(s) other than Named Plaintiff. To the extent that the Court
15 approves less than the amount of incentive award that Class Counsel request, the difference between
16 the requested and awarded amounts will be reallocated to the Net Settlement Amount and distributed
17 to Participating Class Members according to the procedures set forth herein.

18 Because it is the intent of the Parties that the Incentive Award represent payment to Named
19 Plaintiff for her service to the Class Members, and not wages, the Settlement Administrator will not
20 withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form 1099,
21 which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing
22 authorities as required by law. Plaintiff will be solely responsible to pay any and all applicable taxes
23 on the payments made pursuant to the Incentive Award.

24 **e. Payment to the Labor and Workforce Development Agency**

25 In consideration of claims made under PAGA, Class Counsel will request that the Court
26 approve allocation of Twenty Thousand Dollars (\$20,000) of the Gross Settlement Amount to these
27 claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and
28 Workforce Development Agency (“LWDA Payment”), and twenty-five percent (25%) will be paid

1 to the Net Settlement Amount for distribution to PAGA Group Members. Defendant will not oppose
2 this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount.
3 The Court's adjustment, if any, of the amount allocated to Named Plaintiff's PAGA claim in the
4 Action, will not invalidate this Agreement.

5 **f. Payment of Individual Settlement Payments to Participating Class Members**

6 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
7 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
8 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
9 each Class Member. To calculate the minimum amount each Class Member will receive based on
10 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
11 number of Qualifying Workweeks by all Class Members during the Class Period resulting in the
12 "Workweek Value," and then allocated on a pro rata basis. Qualifying Workweeks will be rounded
13 up to the next whole integer, provided, however, that every Class Member will receive credit for at
14 least one Qualifying Workweek. Each Class Member's approximate Individual Settlement Payment
15 amount will be included in his or her Notice Packet. After final approval by the Court, the Net
16 Settlement Amount will be dispersed to Participating Class Members (those who did not exclude
17 themselves) on a pro rata basis by multiplying each individual Class Member's total number of
18 Qualifying Workweeks by the Workweek Value.

19 Each Individual Settlement Payment will represent wages and penalties allocated using the
20 following formula: 10% allocated to wages; 90% allocated to penalties and interest. The amounts
21 paid as wages shall be subject to all tax withholdings customarily made from an employee's wages
22 and all other authorized and required withholdings and shall be reported by W-2 forms. The
23 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The
24 amounts paid as penalties and interest shall be subject to all authorized and required withholdings
25 other than the tax withholdings customarily made from employees' wages and shall be reported by
26 IRS 1099 forms.

27 No later than ten (10) business days after receiving the Gross Settlement Amount from
28 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual

1 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
2 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
3 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
4 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
5 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
6 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
7 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
8 of that 180-day time period will be void, and the uncashed funds shall be paid to Children's Miracle
9 Network Hospitals as the *cy pres* beneficiary pursuant to Cal. Code Civ. Proc. § 384(b). Defendant
10 does not have any ownership, associational, or other interest in Children's Miracle Network
11 Hospitals, and provision of uncashed funds to Children's Miracle Network Hospitals would not net
12 in a reversion to Defendant of said potential sums.

13 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
14 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
15 a mass search on LexisNexis or comparable databases based on set criteria and, if another address is
16 identified, the Settlement Administrator shall mail the check to the newly identified address. If the
17 Settlement Administrator is unable to obtain a valid mailing address through this process, the
18 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
19 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

20 **g. No Credit Toward Benefit Plans.**

21 The Individual Settlement Payments made to Participating Class Members under this
22 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
23 calculate any additional benefits under any benefit plans to which any Class Members may be
24 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
25 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
26 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
27 Members may be entitled under any benefit plans.

1 ARTICLE IV

2 LIMITATIONS ON USE OF THIS SETTLEMENT

3 **Section 4.01: No Admission**

4 Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a
5 Class should not have been certified in the Action. In entering into this Settlement, Defendant does
6 not admit, and specifically denies, that it violated any federal, state, or local law; violated any
7 regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
8 regulations or legal requirements; breached any contract; violated or breached any duty; engaged in
9 any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
10 employees or the Class. This Agreement is entered into solely for the purpose of settling highly
11 disputed claims. Nothing in this Agreement is intended nor will be construed as an admission of
12 liability or wrongdoing by Defendant.

13 **Section 4.02: Non-Evidentiary Use**

14 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
15 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
16 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
17 including but not limited to, evidence of a presumption, concession, indication, or admission by any
18 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
19 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any action or
20 proceeding to establish any liability or admission on the Defendant's part or to establish the existence
21 of any condition constituting a violation or, or a non-compliance with federal, state, local, or other
22 applicable law, except for the purposes of effectuating the Settlement pursuant to this Agreement or
23 for Defendant to establish that a Class Member has resolved any of his or her claims released through
24 this Agreement.

25 **Section 4.03: Nullification**

26 Defendant shall retain the right, in the exercise of its sole discretion, to nullify the Settlement
27 if ten percent (10%) or more of the Class Members make a valid request to be excluded from the
28 Settlement.

1 In addition, the Parties have agreed to the certification of the Class encompassing by Article
2 5 for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason fail to
3 certify this Class for settlement, or (b) the Court should for any reason fail to approve this Settlement,
4 or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order is reversed,
5 or declared or rendered void, or (e) the Court should for any reason fail to dispose of the Action in
6 its entirety, or (f) the Settlement does not become final for any other reason, then (i) this Agreement,
7 including any documents generated to bring it into effect, shall be considered null and void;
8 (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or
9 effect; (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the
10 Agreement, including any documents generated to bring it into effect, had been neither entered into
11 nor filed with the Court; and (iv) the fact that the Parties were willing to stipulate to class certification
12 of all causes of action pled in the Action as part of the Settlement will have no bearing on, and will
13 not be admissible in connection with, the issue of whether the Class should be certified by the Court
14 in a non-settlement context in this Action or any other action, and in any of those events, Defendant
15 expressly reserves the right to oppose certification of the Class. Any order or judgment entered by
16 the Court in furtherance of this Agreement will likewise be treated as void from the beginning.

17 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
18 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

19 **ARTICLE V**

20 **RELEASES**

21 **Section 5.01: Released Class Claims by Class Members**

22 Upon the Date of Finality, Named Plaintiff and Participating Class Members who do not opt
23 out of the Settlement, will release and forever discharge the Released Parties from the Released Class
24 Claims, and will be barred and enjoined from bringing or prosecuting any of the Released Class
25 Claims against the Released Parties.

26 **Section 5.02: Released PAGA Claims by PAGA Group Members**

27 Upon the Date of Finality, the State of California and PAGA Group Members release the
28 Released Parties from the Released PAGA Claims as they pertain to PAGA penalties and will be

1 barred and enjoined from bringing or prosecuting any of the Released PAGA Claims against the
2 Released Parties, regardless of whether PAGA Group Members opt out of the Settlement.

3 **Section 5.03: Named Plaintiff’s Release of Unknown Claims**

4 Upon the Date of Finality, Named Plaintiff, waives, releases, acquits, and forever discharges
5 the Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of
6 action, of any nature arising from Named Plaintiff’s pre-employment process with Defendant,
7 Plaintiff’s employment with Defendant, or Plaintiff’s separation from Defendant, whether known or
8 unknown, which exist or may exist as of the Parties’ execution of this Agreement.

9 Section 1542 of the California Civil Code provides as follows:

10 *“A general release does not extend to claims which the creditor or*
11 *releasing party does not know or suspect to exist in his or her favor at the*
12 *time of executing the release and that, if known by him or her, would have*
13 *materially affected his or her settlement with the debtor or released*
14 *party.”*

15 Plaintiff’s general release provided herein is made with an express waiver and relinquishment
16 of any claim, right, or benefit under California Civil Code § 1542.

17 **ARTICLE VI**

18 **MISCELLANEOUS PROVISIONS**

19 **Section 6.01: Amendments or Modification**

20 The terms and provisions of this Agreement may be amended or modified only by an express
21 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

22 **Section 6.02: Assignment**

23 None of the rights, commitments, or obligations recognized under this Agreement may be
24 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
25 consent of each other Party and their respective counsel. The representations, warranties, covenants,
26 and agreements contained in this Agreement are for the sole benefit of the Parties under this
27 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.
28 The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly

1 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
2 entity any portion of any liability, claim, demand, action, cause of action or right herein released and
3 discharged.

4 **Section 6.03: Governing Law**

5 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
6 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
7 of laws.

8 **Section 6.04: Entire Agreement**

9 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
10 contains the entire understanding of the Parties with respect to the subject matter contained herein.
11 In case of any conflict between text contained in this Agreement and text contained in the Exhibits
12 to this Agreement, the former (*i.e.*, the Agreement) shall be controlling, unless the Exhibits are
13 changed by or in response to a Court order. There are no restrictions, promises, representations,
14 warranties, covenants, or undertakings governing the subject matter of this Agreement other than
15 those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and
16 understandings among the Parties with respect to the settlement of the Action, including
17 correspondence between Class Counsel and Defense Counsel and drafts of prior agreements or
18 proposals. No other prior or contemporaneous written or oral agreements may be deemed binding on
19 the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code
20 of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed
21 according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties
22 agree that no such extrinsic oral or written representations or terms will modify, vary or contradict
23 the terms of this Settlement Agreement.

24 **Section 6.05: Waiver of Compliance**

25 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
26 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
27 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
28 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or

1 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
2 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

3 **Section 6.06: Counterparts and Fax/PDF Signatures**

4 This Agreement, and any amendments hereto, may be executed in any number of counterparts
5 and any Party and/or their respective counsel may execute any such counterpart, each of which when
6 executed and delivered shall be deemed to be an original. All counterparts taken together shall
7 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
8 signature.

9 **Section 6.07: Meet and Confer Regarding Disputes**

10 Should any dispute arise among the Parties or their respective counsel regarding the
11 implementation or interpretation of this Agreement, a representative of Class Counsel and a
12 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
13 to submitting such disputes to the Court.

14 **Section 6.08: Agreement Binding on Successors and Assigns**

15 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
16 or assigns of each of the Parties.

17 **Section 6.09: Cooperation in Drafting**

18 The Parties have cooperated in the negotiation and preparation of this Agreement. This
19 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
20 was the drafter or participated in the drafting of this Agreement.

21 **Section 6.10: Fair and Reasonable Settlement**

22 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
23 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
24 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
25 further believe that the Settlement is and is consistent with public policy, and fully complies with
26 applicable law. The Parties further acknowledge that they are each represented by competent counsel
27 and that they have had an opportunity to consult with their counsel regarding the fairness and
28 reasonableness of this Settlement.

1 **Section 6.11: Headings**

2 The descriptive heading of any section or paragraph of this Agreement is inserted for
3 convenience of reference only and does not constitute a part of this Agreement and shall not be
4 considered in interpreting this Agreement.

5 **Section 6.12: Notice**

6 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
7 communications under this Agreement must be in writing and addressed as follows:

8 *To Named Plaintiff and the Class:*
9
10 Samuel A. Wong
11 Kashif Haque
12 Jessica L. Campbell
13 Joseph M. Szilagyi
14 AEGIS LAW FIRM, PC
15 9811 Irvine Center Drive, Suite 100
16 Irvine, California 92618
17 Telephone: (949) 379-6250
18 Facsimile: (949) 379-6251

19 And

20 *To Defendant:*
21
22 Joseph R. Lordan
23 Vincent R. Fisher
24 LEWIS BRISBOIS BISGAARD & SMITH LLP
25 333 Bush Street, Suite 1100
26 San Francisco, California 94104-2872
27 Telephone: 415.362.2580
28 Facsimile: 415.434.0882

29 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

30 To the extent consistent with class action procedure, this Agreement shall be enforceable by
31 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
32 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
33 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
34 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
35 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest

1 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
2 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
3 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
4 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
5 fees incurred in connection with any enforcement actions. The Parties agree to waive appeals as it
6 pertains to approval of this Agreement; except, however, that either party may appeal any court order
7 that materially alters this Agreement's terms.

8 **Section 6.14: Mutual Full Cooperation**

9 The Parties agree fully to cooperate with each other to accomplish the terms of this
10 Agreement, including but not limited to the execution of such documents, and the taking of such
11 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
12 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
13 terms. In the event the Parties are unable to reach agreement on the form or content of any document
14 needed to implement the Settlement, or on any supplemental provisions that may become necessary
15 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

16 **Section 6.15: Authorization to Act**

17 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
18 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
19 required to effectuate the terms of this Agreement, except for signing documents, including but not
20 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant
21 represents and warrants that the individual executing this Agreement on its behalf has the full right,
22 power, and authority to enter into this Agreement and to carry out the transactions contemplated
23 herein.

24 **Section 6.16: No Reliance on Representations**

25 The Parties have made such investigation of the facts and the law pertaining to the matters
26 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
27 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
28 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted

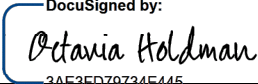
1 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
2 to any other matters. No representations, warranties, or inducements, except as expressly set forth
3 herein, have been made to any party concerning this Agreement.

4
5 **EXECUTION BY PARTIES**

6 The Parties and their counsel hereby execute this Agreement.

7
8
9 Dated: 4/21/2022

OCTAVIA HOLDMAN

10 By: 
11 3AE3FD70734E445...
12 Named Plaintiff

13 Dated: _____
14

PACIFIC SERVICE CREDIT UNION

15 By: _____
16 Jenna Lampson, President, On Behalf Of
17 And An Authorized Representative Of
18 Pacific Service Credit Union
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1 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
2 to any other matters. No representations, warranties, or inducements, except as expressly set forth
3 herein, have been made to any party concerning this Agreement.

4
5 **EXECUTION BY PARTIES**

6 The Parties and their counsel hereby execute this Agreement.

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Dated: _____

OCTAVIA HOLDMAN

By: _____
Named Plaintiff

Dated: 4/20/22

PACIFIC SERVICE CREDIT UNION

By: Jenna Lampson
Jenna Lampson, President, On Behalf Of
And An Authorized Representative Of
Pacific Service Credit Union

EXHIBIT A

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.

Octavia Holdman v. Pacific Service Credit Union
Contra Costa Superior Court
Case No. C21-00644

If you worked for Pacific Service Credit Union as a non-exempt employee in California at any time from October 4, 2016 to [DATE], a settlement of a class action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Octavia Holdman v. Pacific Service Credit Union*, Case No. C21-00644 (Contra Costa Superior Court) (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed settlement.
- The Court has preliminarily approved a class action settlement with Defendant Pacific Service Credit Union (“PSCU”), which will affect all non-exempt employees who worked for PSCU as non-exempt employees in California at any time between October 4, 2016, through [DATE] (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Cannot pursue your own lawsuit. By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But you will not be able to bring your own lawsuit against PSCU for wage-and-hour violations that relate to the claims brought in this Lawsuit.
OBJECT TO THE SETTLEMENT	Stay in this Lawsuit. Receive a payment. Object. Cannot pursue your own lawsuit. To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED	Get out of this Lawsuit. Receive a smaller or no payment from it. Keep your right to pursue your own lawsuit for damages. If you ask to be excluded from the Settlement, you keep your right to sue PSCU separately about the legal claims in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). If you choose this option, you must exclude yourself, in writing, from the Settlement. As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of

	the PAGA claim if you a member of the PAGA Group, which is a subset of the Class.
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- **Regardless of the option you choose, you will not be retaliated against for exercising your rights.** To object to the Settlement or to ask to be excluded, you must act before [DATE].
- **Any questions?** Read on or contact the Settlement Administrator listed below at 1-XXX-XXX-XXXX.

BASIC INFORMATION

1. Why did I get this notice?

PSCU’s records show that you worked for PSCU in California as a non-exempt employee at some point between October 4, 2016 and [DATE].

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement.

The Court has not made any decision on the claims or defenses. The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by PSCU that Ms. Holdman’s claims have merit or that PSCU has any liability to Plaintiff or the Class on those claims.

2. What is this lawsuit about?

In this Lawsuit, Plaintiff Octavia Holdman (“Plaintiff”) claims that PSCU: (1) failed to pay all minimum wages, sick pay, and overtime wages; (2) failed to provide meal periods; (3) failed to provide rest breaks; (4) failed reimburse business expenses; (5) failed to provide accurate itemized wage statements; (6) failed to pay all wages due upon separation of employment and within the required time; and (7) Plaintiff argued that these claimed violations were unfair and unlawful business practices under California’s Unfair Competition Laws, and that they entitled Plaintiff to recover civil penalties to be split 75% to the State of California and 25% to certain employees pursuant to PAGA. Plaintiff also claimed entitlement to restitution, interest, attorneys’ fees, and costs. You can read Plaintiff’s allegations as stated in the First Amended Complaint, which is available at [settlement administrator website].

Throughout the litigation, PSCU has denied—and continues to deny—the factual and legal allegations in the case. PSCU does not believe that it violated any law or regulation relating to how it paid employees, when it paid employees, how much it paid employees, or how wage statements displayed information. PSCU denies any wrongdoing and asserts that its conduct at all times complied with the law. PSCU further denies that it owes the monies claimed in the Lawsuit. Both Ms. Holdman and PSCU have voluntarily agreed to the terms of a negotiated settlement in order to avoid the risks, burdens, and expense of continued litigation.

3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the “Class Representative” sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person

who is the Class Representative is also called the plaintiff. The companies sued are called the defendant. In class action litigation, one court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This lawsuit also includes a “Private Attorney General” (PAGA) claim where the Plaintiff is attempting to recover penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while employees receive 25%. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiff in the Lawsuit during the period of October 4, 2019 to [DATE] and non-exempt employees covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

4. Why is this Lawsuit a class action?

For settlement purposes only, Plaintiff and PSCU agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. PSCU has agreed to pay \$567,875.00 to settle the claims made in this lawsuit. This amount is also known as the “Gross Settlement Amount”.
2. Plaintiff has agreed to release all of her claims in this lawsuit against PSCU.
3. **Class Settlement Payments:** Plaintiff seek the following deductions from the \$567,875.00 Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$189,291.67) for Ms. Holdman’s attorneys’ fees.
 - b. Up to \$22,000.00 for reimbursement of Ms. Holdman’s attorney’s litigation costs.
 - c. A payment of up to \$10,000.00 to Ms. Holdman for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
 - d. Up to \$7,250.00 to cover the costs of the Settlement Administrator.
 - e. Payment of \$20,000.00 to the California Labor and Workforce Development Agency and PAGA Group Members for release of PAGA claims.

If the Court approves the requested deductions, there will be approximately \$319,333.33 remaining to be distributed. These remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement

Class Members”) on a pro rata basis according to the number of weeks they worked during the Class Period, and whether they signed individual settlements.

PAGA Settlement Payments. A portion of the Gross Settlement Amount in the amount of \$5,000 will be set aside for Class Members who worked for PSCU in California at some point between October 4, 2019 and [DATE] (“PAGA Group”). If you are a member of the PAGA Group, you will receive a pro rata share of the PAGA Group Payment, regardless of whether you opt-out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

Settlement Payments Generally. If a settlement check remains uncashed after 180 days from issuance, the check will become void and a stop payment will be placed on the uncashed check and the amount will be held with the Controller of the State of California to be transferred to NAME, which is a charitable entity.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Class” includes: All non-exempt employees who worked for PSCU in California at any time between October 4, 2016 through [DATE] (the “Class Period”).

7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Phoenix Class Action Settlement Administrators, the “Settlement Administrator,” at the designated phone number for this matter at (800) XXX-XXXX or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by PSCU, the total number of weeks you worked in California for PSCU as a non-exempt employee during the Class Period is _____.

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$_____, less applicable taxes and withholdings.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than

[DATE]. You should also send any documents or other information that supports your belief. The Settlement Administrator will attempt to resolve any dispute based on PSCU's records and any information you provide. Any disputes not resolved by the Settlement Administrator will be resolved by the Court.

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released PSCU ("Released Parties") from all claims, rights, demands, damages, liabilities and causes of action, whether known or unknown, contingent or vested, state or federal, in law or in equity, arising at any time during the Class Period alleged in the operative complaint or that could have been alleged based on the facts pleaded, along with related claims and all associated penalties from October 4, 2016 to [DATE] ("Released Claims"). All Settlement Class Members shall be bound by the Settlement Class Released Claims, unless they formally opt out. Further details of the release are available on the Settlement Administrator's website.

Additionally, if you worked during the period of October 4, 2019 through [DATE], you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Settlement Class Released Claims, which arose during the PAGA Period, even if you have formally opted-out of being a Settlement Class Member.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before [DATE]. You may appear in person at the Final Fairness and Approval Hearing to present any oral objections even if you do not submit a timely written objection.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you won't get any money or benefits from the class settlement. However, you may then be able to sue or continue to sue PSCU for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's ruling in this Lawsuit, except for the release by PAGA Group Members, as explained above. Whether or not you submit a Request for Exclusion, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

12. How do I ask to be excluded from the Class?

If you are a Class Member and would like to exclude yourself from the Class ("opt-out"), you, or your authorized representative, need to submit a written statement requesting exclusion from the Class to the

Settlement Administrator at the address in Section 16 below. The statement must be signed and dated by you or your authorized representative and must be postmarked on or before [DATE]. To be valid, your request for exclusion must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in the *Holdman v. Pacific Service Credit Union* action; and (3) be signed by you.

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a valid and timely request for exclusion will be bound by all terms of the Settlement and any ruling from the Court to give final approval of the Settlement. But Class Members cannot opt out of releasing PAGA claims, as those claims belong to the State of California and Plaintiff has agreed to release those claims by acting as a proxy for the State.

THE LAWYERS REPRESENTING YOU

13. Who are the attorneys representing the Parties?

Lawyers for the Class

Samuel A. Wong (swong@aegislawfirm.com)
Kashif Haque (khaque@aegislawfirm.com)
Jessica L. Campbell (jcampbell@aegislawfirm.com)
Joseph M. Szilagyi (jszilagyi@aegislawfirm.com)
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9811 Irvine Center Drive, Suite 100
Irvine, CA 92618
Tel: 949-379-6250

PSCU's Lawyers

Joseph R. Lordan
Vincent R. Fisher
LEWIS BRISBOIS BISGAARD & SMITH LLP
333 Bush Street, Suite 1100
San Francisco, California 94104-2872
Telephone: 415.362.2580

The Court has preliminarily decided that Aegis Law Firm, PC is qualified to represent you and all Class Members. The law firm's attorneys are experienced in handling similar cases against other employers. More information about this law firm, their practice, and their lawyers' experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement with PSCU, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$189,291.67) in attorneys' fees, plus costs not to exceed \$22,000, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

15. How will Ms. Holdman be paid?

As part of the Settlement with PSCU, Ms. Holdman's attorneys have requested a payment of up to \$10,000.00 to be paid to Ms. Holdman for her efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation. This amount would be in addition to whatever she would received as part of her pro rata share of the settlement sum.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

Phoenix Class Action Settlement Administrators

[ADDRESS]

[PHONE NUMBER]

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [DATE], at [TIME] in Department 39 of the Contra Costa Superior Court for the State of California, located at 725 Court Street, Martinez, California 94553. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be required to appear only by phone or video, depending on the current safety requirements due to the pandemic.

18. When will I get money after the hearing?

The Court will hold a hearing on [DATE], to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after PSCU makes payment to the Settlement Administrator. If there are no objections or appeals, PSCU will transfer the settlement funds and the Administrator will then distribute the funds. If there are objections or appeals, the payment can be delayed by at least 60 days, or even over a year. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

19. Are more details available?

For more information, the pleadings and other records in this litigation may be examined at any time during regular business hours at the records department office for the Superior Court of the State of California for Contra Costa, located at 1111 Ward Street, Martinez, California 94553. You can also view the schedule of events and register of actions for the Lawsuit at the court's website: <https://www.cc-courts.org/civil/online-case.aspx>. Click "Open Access," then select "Martinez Civil" and click "Log On." Then select "Search Case Number" and type "MSC21-00644" in the "Court Case Number" section.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Claims Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:

Phoenix Class Action Settlement Administrators

[ADDRESS]

[PHONE NUMBER]

**PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANT'S
MANAGERS, SUPERVISORS, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS.
ABOUT THIS NOTICE**