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Himself and all others similarly situated

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF CONTRA COSTA**

CHRISTOPHER MURRELL, on behalf of Case No. MSC19-00784  
himself and all others similarly situated,

Plaintiff

v.

SAN RAMON VALLEY UNIFIED SCHOOL  
DISTRICT, a California Public Entity; and  
DOES 1 through 10, inclusive,

Defendants.

ASSIGNED FOR ALL PURPOSES TO:  
The Honorable Edward G. Weil  
Department 39

**CLASS ACTION**

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

**Exhibits:**

- A. Notice of Class Action Settlement
- B. Change of Address Form

Complaint filed: April 24, 2019  
Trial date: Not set

1 Plaintiff Christopher Murrell, individually, and on behalf of all others similarly-situated  
2 and aggrieved, and Defendant San Ramon Valley Unified School District, subject to Court  
3 approval, stipulate this action is settled pursuant to the terms set forth below in this Stipulation of  
4 Class and Representative Action Settlement and Release ("Settlement Agreement").

5 **DEFINITIONS**

6 1. "Action" means the putative class action entitled *Christopher Murrell v. San*  
7 *Ramon Valley Unified School District* filed on April 24, 2019 and amended on June 28, 2019 by  
8 a First Amended Complaint filed in the Superior Court for the State of California, County of  
9 Contra Costa, Case No. MSC 19-00784, and assigned to the Honorable Edward G. Weil.

10 2. "Agreement," or "Settlement Agreement," or "Settlement" means this Stipulation  
11 of Class and Representative Action Settlement and Release.

12 3. "Attorneys' Fees and Costs Payment" means such payment of attorneys' fees and  
13 litigation costs as the Court may award to Class Counsel for services rendered to Plaintiff and the  
14 Class and expenses incurred in prosecuting the Action, including, but not limited to, costs  
15 associated with documenting the Settlement, providing notices required as part of the Settlement  
16 or Court order, and securing Court approval of the Settlement. The Attorneys' Fees and Costs  
17 Payment will be paid from—and will not increase—the Gross Settlement Amount. Any portion  
18 of requested Attorneys' Fees and Costs not awarded shall remain with the Gross Settlement  
19 Amount and be made available for payments to Participating Class Members.

20 4. "Class Member(s)" means: all persons employed by Defendants in California as  
21 non-exempt Bus Drivers and Transportation Vehicle Drivers that worked at any time from April  
22 24, 2016 through May 10, 2022. There are an estimated 100 members of the Class.

23 5. "Class" means the collective group of individuals who are Class Members.

24 6. "Class Counsel" means Cohelan Khoury & Singer.

25 7. "Class Notice" (or "Notice") means Court-approved Notice of Class Action  
26 Settlement mailed to Class Members to inform them of the terms of the proposed Settlement,  
27 substantially in the form attached as **Exhibit "A."** The Notice will be mailed with a Change of  
28 Address Form, attached as **Exhibit "B"**, and a pre-printed return envelope ("Notice Packet").

8. "Class Period" means April 24, 2016 through May 10, 2022.

9. "Complaint" means the First Amended Complaint ("FAC") filed June 28, 2019 which alleges the following claims on behalf of Plaintiff and the putative Class: failure to provide (1) minimum wages for all hours worked (Labor Code § 1194, and IWC Wage Order 9-2001); and (2) civil penalties pursuant to the PAGA for failure to provide minimum wages (Labor Code §§ 2698, *et seq.*).

10. "Court" is the Superior Court of the State of California, County of Contra Costa.

11. "Defendant" (or "San Ramon") means San Ramon Valley Unified School District, a California Public Entity.

12. "Defendant's Counsel" means attorney Edrington, Schirmer & Murphy, LLP.

13. "Employer Tax Obligations" means Defendant's share of payroll taxes, including, but not limited to, FICA, Medicare, ETT, FUTA, and SUTA, for the portion of the Gross Settlement Amount treated as wages. The Tax Obligations shall be paid by Defendant in addition to the Gross Settlement Amount. The Parties agreed to allocate the Settlement Payment, one-third as wages for which an IRS Form W-2 will be issued, one-third for penalties and one-third for interest for which IRS Forms 1099 will be issued.

14. "Effective Date of Settlement" means the later of: (a) if any timely objections are filed and not subsequently withdrawn, the 65th day after the Court enters an order granting final approval of the Agreement; (b) 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; or (c) if no timely objections are filed, or if all objections are withdrawn, the date upon which the Court enters an order granting final approval of the Agreement and entering Judgment.

15. "Final Approval" means the date the Court enters a Final Approval Order and Judgment.

16. "Final Approval Hearing" means a Court hearing Court to consider Final Approval of the Settlement, the amount of the attorneys' fees and litigation costs to be awarded to Class Counsel, Service Payment awarded to the Class Representative Christopher Murrell, and the merits of any objections to the Settlement, if any.



1           17. "General Release" means Plaintiff's release in his individual capacity for his  
2 individual claims only, which releases Released Parties from all claims, demands, rights,  
3 liabilities, and causes of action of every nature and description, known or unknown, whether in  
4 tort, contract, or for violation of any collective bargaining agreement, or any state or federal  
5 statute, rule or regulation arising out of, relating to, or in connection with any act or omission by  
6 any Released Parties during the Class Period, including a waiver of Civil Code §1542.

7                     Section 1542. A general release does not extend to claims that the creditor or  
8 releasing party does not know or suspect to exist in his or her favor at the time of  
9 executing the release, that if known to him or her must have materially affected  
his or her settlement with the debtor or released party.

10           18. "Gross Settlement Amount" (or "GSA") means the total amount Defendant will  
11 pay under this Settlement in full satisfaction of all claims arising from the Action, and includes  
12 all Payments to Participating Class Members, the Class Representative Service Payment,  
13 Settlement Administration Costs to Phoenix Class Action Administrators, to be appointed by the  
14 Court, the PAGA Payment to the Labor and Workforce Development Agency, and Attorneys'  
15 Fees and Costs. The GSA is equal to and shall not exceed One Hundred Fifty Thousand Dollars  
16 (\$150,000). No portion of the GSA may revert to Defendant under any circumstances.  
17 Defendant shall be required to pay no more than the Gross Settlement Amount and the  
18 Employer Tax Obligations.

19           19. "Individual Settlement Payment" or "Settlement Payments" means the payment to  
20 Participating Class Members based upon the formula set forth in this Agreement.

21           20. "Net Settlement Amount" (or "NSA") means the amount remaining after Court-  
22 approved deductions from the GSA for the Settlement Administration Payment, Attorneys' Fees  
23 and Costs Payment, Class Representative Service Payment, and PAGA Payment. The NSA will  
24 be distributed to all Participating Class Members.

25           21. "PAGA Members" means all individuals employed by Defendants in California  
26 as non-exempt Bus Drivers and Transportation Vehicle Drivers that worked at any time during  
27 the PAGA Period. Defendant estimates there are 118 PAGA Members, who will receive a share  
28 the PAGA Payment whether they request exclusion or not.

22. "PAGA Notice" means the letter Plaintiff mailed to the Labor Workforce Development Agency ("LWDA") on April 23, 2019 informing it of Plaintiff's intention to file a representative action on behalf of all other similarly aggrieved employees.

23. "PAGA Payment" means the allocation from the GSA of \$3,000 of which 75% (\$2,250) will be paid to the California's Labor and Workforce Development Agency ("LWDA") for all applicable PAGA civil penalties and of which 25% (\$750) will be distributed to PAGA Members based on the number of Pay Periods worked during the PAGA Period.

24. "PAGA Period" means that period from April 24, 2018 through May 10, 2022. Defendant has represented there are an estimated 1,495 Pay Periods during the PAGA Period. Class Members and PAGA Members were paid once a month, a "Pay Period."

25. "Participating Class Members" means Class Members who do not submit a request for exclusion postmarked by the Response Deadline. Upon the Effective Date of Settlement, all Participating Class Members will be mailed an "Individual Settlement Payment."

26. "Parties" means Plaintiff and Defendant collectively.

27. "Plaintiff" or "Class Representative" means Christopher Murrell.

28. "Preliminary Approval" means entry of a court Order preliminarily approving the Settlement terms, notice to the Class, and setting a Final Approval Hearing.

29. "Released Claims" means all claims, debts, liabilities, demands, obligations, damages, liens or actions or causes of action that were alleged in the Complaint, or could have been alleged based on the operative facts alleged in the Complaint, and including, but not limited to, claims under California Labor Code sections 1194, 1194.2, 2699(a), 2699.3, 2699(f)(2), 2699.5, and the applicable Wage Orders promulgated thereunder.

30. "Released Parties" means Defendant and its past, present, and future, officers, directors, principals, board members, employees, agents, representatives, accountants, auditors, attorneys, consultants, insurers, reinsurers, predecessors, successors, and assigns.

31. "Response Deadline" means the deadline by which Class Members must postmark and return Requests for Exclusion, written objections, or disputes to the information on which their Settlement Payment is based. The Response Deadline will be forty-five (45) calendar

1 days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the  
2 45th day falls on a Sunday or Federal holiday, then the Response Deadline will be the next day  
3 the U.S. Postal Service is open. The Response Deadline will be extended fifteen (15) calendar  
4 days for any Class Member re-mailed a Notice Packet by the Settlement Administrator, unless  
5 the 15th day falls on a Sunday or Federal holiday, then the Response Deadline will be the next  
6 day the U.S. Postal Service is open. The Response Deadline may also be extended by express  
7 agreement between the Parties. The Settlement Administrator may not unilaterally extend the  
8 deadline for Class Members to submit a Request for Exclusion or objection to the settlement.

9 32. "Service Payment" means the amount the Court awards to Plaintiff in addition to  
10 his Individual Settlement Payment, in recognition of work performed and burdens accepted in  
11 obtaining benefits for the Class, for policy changes benefitting employees now and in the future,  
12 for undertaking the risk a judgment for costs in the event this matter had not successfully  
13 resolved, and for providing a General Release of claims against Released Parties. Plaintiff will  
14 request, and Defendant will not oppose, a Service Payment of \$5,000 (Five Thousand Dollars).  
15 The Service Payment shall be paid from—and will not increase—the Gross Settlement Amount.

16 33. "Settlement" means the terms and conditions in this Settlement Agreement.

17 34. "Settlement Administrator" means Phoenix Class Action Administrators, Inc., the  
18 third-party entity which the Parties mutually agree shall serve as Settlement Administrator.

19 35. "Settlement Administration Payment" means the payment to the Settlement  
20 Administrator for the actual and direct costs reasonably charged by the Administrator for its  
21 services in administering the Settlement. The Settlement Administration expenses are not to  
22 exceed \$4,500, and shall be paid from the GSA.

23 36. "Work Weeks" or "Weeks Worked" means any week in which a Class Member  
24 worked at least one (1) day as shown in Defendant's records. Defendant has represented Class  
25 Members worked an estimated 9,403 Work Weeks during the Class Period. If the aggregate  
26 number of Work Weeks increases by more than five percent (5%) of the number understood at  
27 mediation, 9,403, the GSA shall increase proportionately, i.e., if the number of Work Weeks  
28 increases by 4.9%, GSA will not increase; if by 5.1%, the GSA increases by 5.1%.



**PROCEDURAL HISTORY AND INVESTIGATION OF THE CLAIMS**

37. On April 23, 2019, Plaintiff served his PAGA Notice on the LWDA and on San Ramon informing them of his intention to file a representative action on behalf of himself and all other aggrieved employees seeking civil penalties for violation of various Labor Code provisions.

38. On April 24, 2019, Plaintiff filed a complaint initiating this Action. Without a response or indication from the LWDA it intended to investigate the charges contained in the PAGA Notice, Plaintiff filed a First Amended Complaint ("FAC") on June 28, 2019 adding claims for PAGA penalties.

39. On February 10, 2022, the Parties attended mediation with Hon. Maria-Elena James (Ret.), an experienced wage and hour mediator who facilitated a day of serious and informed negotiations. Although the Parties did not reach agreement that day, significant progress was made. The Mediator made a Proposal that outlined the terms of a settlement in principal, which was accepted by the Parties on February 14, 2022.

**PLAINTIFF'S CLAIMS**

40. Plaintiff has claimed and continues to claim the Released Claims have merit and give rise to the Released Parties' liability. Neither this Agreement nor any documents referred to, or any action taken to carry out this Agreement is, or may be construed as, or may be used as, an admission by or against Class Members or Class Counsel or any Party or Counsel as to the merits of the claims asserted, but only to show resolution of the Released Claims.

**NO ADMISSION OF LIABILITY**

41. Defendant denies all Plaintiff's allegations and contends it complied with all wage and hour laws at all times. This Agreement represents a compromise of the Action. Neither this Agreement, nor any document, nor any action taken to carry out this Agreement, may be construed as, or used as an admission, concession, or indication by or against Released Parties that Plaintiff's claims in the Action have merit or that they have any fault, wrongdoing, or liability to Plaintiff or the Class on those claims whatsoever, including any concession that certification of a class is appropriate.

42. This Agreement is made for the sole purpose of consummating settlement of all causes of action contained in the First Amended Complaint. By entering this Agreement, the Parties do not admit the allegations or contentions of the other Party, and each Party is entering this Agreement for the sole purpose of resolving this matter and avoiding the time and expense of protracted litigation. The Released Parties specifically deny all of Plaintiff's claims, as well as Plaintiff's class and representative allegations, and expressly reserve all rights to challenge all such claims and allegations upon all procedural and substantive grounds, including the assertion of any and all defenses if this Settlement is not approved by the Court.

**INADMISSIBILITY OF SETTLEMENT AGREEMENT**

43. Whether or not the Settlement is finally approved, neither the Settlement, nor its terms, nor any document, statement, proceeding, or conduct related to this Agreement, shall be:

A. Construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Released Parties, including, but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or

B. Disclosed, referred to or offered or received in evidence against any of the Released Parties, in any further proceeding in the Action, or in any other civil, criminal, or administrative action or proceeding except for purposes of enforcing this Agreement.

**FAIRNESS AND BENEFITS OF SETTLEMENT TO THE CLASS**

44. Plaintiff and Class Counsel recognize the expense and length of continued proceedings through trial and possible appeals. Plaintiff considered the risk further litigation would have an unfavorable, or less favorable result. This is due to difficulties in obtaining class certification, proving liability and damages, the risk of post-trial and appellate reversals, and the delay associated with these activities. Plaintiff considered all information exchanged before and during mediation to reach agreement on all material terms of this Agreement. Based on the foregoing, Plaintiff, Class Counsel, Defendant, and Defendant's Counsel, determined the Settlement terms, are adequate, equitable and reasonable, the product of good faith, arms'-length negotiations, consistent with public policy, and are in the best interests of all Class Members.



**RELEASE AS TO ALL CLASS MEMBERS**

45. Plaintiff does, and all Participating Class Members will, agree that upon the Effective Date, they shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, released the Released Parties from the Released Claims. The Settlement Payments shall be paid to Participating Class Members specifically in exchange for the release of the Released Parties from the Released Claims.

**FUNDING AND DISTRIBUTION OF GROSS SETTLEMENT AMOUNT**

46. Within five days (5) days of the Effective Date, Defendant shall pay \$150,000 to the Settlement Administrator, with Employer Tax Obligations calculated by the Administrator.

47. Following Court-approved deductions for the Attorneys' Fees of one-third of the GSA (\$50,000), and Costs Payment (up to \$12,000), Service Payment (\$5,000), PAGA Payment (\$3,000), of which \$2,250 (75%) is paid to the LWDA and \$750 (25%) is paid to PAGA Members), and Settlement Administration expenses (up to \$4,500), the remaining sum, the NSA estimated at \$74,500 will be distributed to each Participating Class Member based on the number of Work Weeks worked during the Class Period in relation to the aggregate number of Work Weeks worked by all Participating Class Members during the Class Period. Each PAGA Member will receive a portion of 25% of the PAGA Payment based on number of Pay Periods worked during the PAGA Period in relation to the aggregate number of Pay Periods worked by all PAGA Members during the PAGA Period

48. Within ten (10) business days of the receipt of the GSA, the Settlement Administrator shall distribute Settlement Payments to Participating Class Members, the PAGA Payment to the LWDA and PAGA Members, Court-approved sums for Attorneys' Fees and Litigation Costs, the Service Payment, and the Settlement Administration Payment.

**NOTICE AND APPROVAL OF SETTLEMENT AND IMPLEMENTATION**

49. The Parties agree to the following procedures for obtaining Preliminary Approval of the Settlement, and providing notice of the Settlement to the Class:

A. Preliminary Approval Hearing. Class Counsel shall move the Court for Preliminary Approval of the Settlement, and will submit this Agreement with that motion.

1           B.     Information Regarding Class. Within fourteen (14) calendar days of  
2 Preliminary Approval, Defendant shall provide the Settlement Administrator with a list showing  
3 the following information for each Class Member: name, most current or last known mailing  
4 address, telephone number(s) and email address, social security number, dates of employment,  
5 and number of Work Weeks, and number of PAGA Pay Periods ("Class Data List").

6           C.     Notice to Class Members. The Settlement Administrator shall mail the  
7 Court-approved Notice of Class Action Settlement, Change of Address Form, and pre-printed  
8 return envelope ("Notice Packet") in English by U.S. First Class Mail to all Class Members  
9 within ten (10) business days of receipt of the Class Data List.

10          D.     Settlement Administrator. The Settlement Administrator shall be  
11 responsible (a) for printing and mailing the Notice Packet as directed by the Court;  
12 (b) establishing a toll-free number and post-office box for receipt of Class Member  
13 communications; (c) receiving and reviewing all communications from Class Members and  
14 others seeking information on eligibility as a Class Member; (d) consulting with counsel for the  
15 Parties as necessary concerning the data, resolution of disputed claims, and status of the  
16 settlement process, and weekly status reports; (e) receiving and tracking Class Member  
17 communications; (f) weekly status reports; (g) calculating and informing Defendant of the  
18 Employer Tax Obligations; (h) calculating Individual Settlement Payments, including applicable  
19 taxes and withholdings; (i) distributing Individual Settlement Payments as Ordered by the Court;  
20 (j) submitting tax documents to applicable taxing authorities; (k) handling uncashed checks; (l)  
21 cooperating with counsel for the Parties as necessary to prepare declarations in support of the  
22 motion for preliminary or final approval of the Settlement; and (m) for such other tasks as the  
23 Parties set forth in this Agreement or as the Parties mutually agree or the Court orders the  
24 Settlement Administrator to perform. The Parties each represent they do not have any financial  
25 interest in the Settlement Administrator or otherwise have a relationship with the Settlement  
26 Administrator that could create a conflict of interest. The Parties agree to cooperate in the  
27 settlement administration process and to make all reasonable efforts to control and minimize the  
28 Settlement Administration Payment.

**CLASS NOTICE**

50. The Parties agree to the following for giving notice of this Settlement to the Class:

A. Before mailing the Notice Packets, the Settlement Administrator will update the addresses for all Class Members using the National Change of Address database and other resources deemed suitable by the Administrator. For each former employee Class Member, the Settlement Administrator shall undertake reasonable address verification using Accurant, or similar skip tracing. If these processes yield an updated address, that updated address shall be used to mail the Class Notice and subsequent Settlement mailings. After updating the addresses, the Settlement Administrator shall mail a Notice Packet to each Class Member by first class U.S. Mail within ten (10) business days of receipt of the Class Data List. The envelope containing the Notice and Change of Address shall include the following language on the exterior:

**IMPORTANT LEGAL DOCUMENT:**

**You may get Money from a Class Action Settlement;  
your prompt reply to correct a BAD address is required**

B. All Notice Packets returned to the Settlement Administrator as non-deliverable shall be researched by the Administrator using the Class Member's social security number to determine a possible new address and, if located, re-mailed within five (5) business days of receipt of the returned Notice Packet. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) calendar days from the original Response Deadline. If a Notice Packet belonging to a currently employed Class Member is returned as undeliverable, the Settlement Administrator will notify the Parties and Defendant shall confirm the most recent address they have and provide it to the Settlement Administrator for re-mailing of the Notice Packet within five (5) business days of receipt of the updated address.

C. Class Members are responsible for keeping the Settlement Administrator apprised of any change of address to ensure receipt of Individual Settlement Payment checks.

**PROCEDURE FOR OBJECTING TO  
OR REQUESTING EXCLUSION FROM THE SETTLEMENT**

51. Class Members who wish to object to the Settlement or exclude themselves from the Class shall use the following procedures:



1           A.     Procedure for Objecting. The Class Notice shall state any Class Member  
2 who wishes to object to the Settlement may return to the Settlement Administrator, a written  
3 statement which includes the specific reasons for the objections on or before the Response  
4 Deadline, and as set forth in the Notice. The Class Member may also appear at the time of the  
5 Final Approval Hearing without first having returned a written objection.

6           B.     Procedure for Requesting Exclusion. Class Members must return a written  
7 statement postmarked by the Response Deadline. The written request for exclusion must contain  
8 the Class Member's name. Any Class Member who properly opts out of the Class will not  
9 receive any payment from the Net Settlement Amount, will not be bound by the Settlement or  
10 have any right to object or appeal. Class Members who do not submit a valid and timely request  
11 for exclusion, will receive a Settlement Payment and be bound by all Settlement terms and any  
12 Judgment entered in this Action. If a Class Member returns a valid and timely request for  
13 exclusion, and is an eligible PAGA Member, he or she will still receive their share of the PAGA  
14 Payment because no right exists to opt out of a PAGA Settlement.

15           **NO SOLICITATION OF SETTLEMENT OBJECTIONS OR EXCLUSIONS**

16           52.     The Parties agree to use their best efforts to carry out the terms of this Agreement.  
17 Neither Party nor counsel shall solicit or encourage anyone to object to the Settlement, request  
18 exclusion, or encourage anyone to appeal from the Court's Judgment.

19           **CALCULATION OF INDIVIDUAL SETTLEMENT PAYMENTS**

20           **AND TAX OBLIGATIONS PAYMENT**

21           53.     The Settlement Administrator shall have the authority and obligation to calculate  
22 the Individual Settlement Payments in accordance with this Agreement and orders of the Court.  
23 Participating Class Members will receive an Individual Settlement Payment based upon their  
24 number of Work Weeks in relation to the aggregate number of Work Weeks worked by all  
25 Participating Class Members during the Class Period. All Class Members who worked during  
26 the PAGA Period will also receive a proportionate share of 25% of PAGA Payment based on  
27 their number of Pay Periods worked during the PAGA Period in relation to the aggregate number  
28 of Pay Periods worked by all PAGA Members during the PAGA Period.

1           54. Any dispute regarding a Class Member's aggregate number of Work Weeks will  
2 be resolved and decided by the Settlement Administrator and Counsel for the Parties based on  
3 Defendant's records. Each Class Member's aggregate number of Work Weeks will be stated in  
4 the Class Member's Notice of Class Action Settlement. Any Class Member wishing to dispute  
5 the Work Week information must do so in writing by the Response Deadline and submit all  
6 supporting evidence to the Settlement Administrator at that time. Within seven (7) days after  
7 receipt of any letter raising a dispute, but no later than seven (7) days after the Response  
8 Deadline, the Settlement Administrator and Counsel for the Parties will determine, based on  
9 information and documentary evidence provided, whether the information provided by the  
10 Defendant was correct. The Settlement Administrator will consult with Counsel for the Parties in  
11 reaching this determination. The Settlement Administrator will give written notice to the Class  
12 Member of the determination of each dispute. Any disputes over the Class Member's aggregate  
13 number of Work Weeks on which the Parties cannot agree upon shall be resolved by the Court.

14           55. The Parties agree the formula for allocating the Individual Settlement Payments to  
15 the Class is reasonable and that the payments are designed to provide a fair settlement to the  
16 Class, despite the uncertainties of the compensation and penalties alleged and their calculation.

17           56. Each Participating Class Member will be responsible for paying all applicable  
18 local, state, and federal taxes on Settlement Payments paid under the terms of this Settlement and  
19 will be provided with W-2 and 1099 tax forms.

20           57. It shall be the responsibility of the Settlement Administrator or its designee to  
21 timely calculate and withhold from the Settlement Payments all Participating Class Member tax  
22 obligations on the portion allocated as wages; to timely calculate and withhold from the Net  
23 Settlement Amount the appropriate payroll deductions; to calculate and report to Defendant the  
24 necessary Employer Tax Obligations, and to prepare and deliver the necessary tax  
25 documentation for signature by all necessary parties, and to cause the appropriate deposits of  
26 withholding taxes and informational and other tax return filing to occur. Once received from  
27 Defendant, the Settlement Administrator shall pay the Employer Tax Obligations to the  
28 appropriate taxing authorities within thirty (30) days of the distribution.

58. Defendant makes no representations as to the tax treatment or legal effect of the payments under the Settlement, and Plaintiff and Participating Class Members are not relying on any statement or representation by Defendant in this regard. Plaintiff and Participating Class Members understand and agree that except for Defendant's payment of the employer's portion of any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed on the Settlement payments.

**ATTORNEYS' FEES AND COSTS PAYMENT AND SERVICE PAYMENT**

59. Class Counsel shall request up to \$50,000 (one-third of GSA) as Attorneys' Fees, and up to \$12,000 as reimbursement of litigation costs. These amounts shall be for all claims for attorneys' fees, expenses, or costs past, present, and future incurred in the Action. Defendant shall not oppose Class Counsel's Attorneys' Fees and Costs Payment request in these amounts.

60. Plaintiff Christopher Murrell shall request up to \$5,000 as a Service Payment for having initiated this Action, work performed in furtherance of the Action, and the risks associated with the payment of attorneys' fees and costs in the event this matter had not successfully concluded, for the substantial benefits conferred upon the Class, including benefits conferred upon current and future employees as a result of policy changes taken following initiation of the Action, and a General Release of all claims. Defendant shall not oppose a Service Payment request in this amount. The Service Payment shall be a part of, and paid from, the GSA. This payment shall not have any state or federal taxes withheld and shall be reported on IRS Form 1099. Plaintiff shall be responsible for paying any taxes owing.

**PAGA PAYMENT**

61. The Parties allocated \$3,000 to settle the Class' PAGA claims. Labor Code § 2699, ("PAGA Payment"); 75% (\$2,250) to the State's Labor Workforce Development Agency ("LWDA"), and 25% (\$750) to the aggrieved employees. Distribution to PAGA Members is based on number of Pay Periods worked during the PAGA Period.

**FINAL APPROVAL HEARING AND ENTRY OF ORDER AND JUDGMENT**

62. Following the Response Deadline, the Court will conduct a Final Approval Hearing upon the filing of a Motion for Order Granting Final Approval and Entering Judgment.



**PROCEDURE FOR PAYMENT OF INDIVIDUAL SETTLEMENT PAYMENTS**

63. Individual Settlement Payments shall be distributed based on the following:

A. Participating Class Members shall receive an Individual Settlement Payment under the plan of allocation and will be bound by the terms of the Settlement and any order or judgment entered by the Court approving this Settlement.

B. Class Members who return a timely, valid request for exclusion, are not Participating Class Members, and will not be bound by the Settlement, any judgment entered by the Court. Funds associated with Class Member's opting-out remain part of the NSA and proportionally increase each Participating Class Member's final Settlement Payment.

64. The Settlement Administrator's determination of eligibility for, and calculations of, Settlement Payments shall be conclusive, final, and binding, subject only to Court review.

65. Settlement Payment checks issued to Participating Class Members shall remain valid and negotiable 120 calendar days after the date of issuance and may automatically be canceled if not cashed within that time. All sums represented by uncashed checks will be forwarded to Legal Aid at Work, a 501(c)(3) non-profit entity providing free legal services for California workers, including in Contra Costa County (<https://legalaidatwork.org>).

66. No person shall have any claim against Released Parties, Defendant's Counsel, the Plaintiff, the Class, Class Counsel, or the Settlement Administrator based on mailings, calculations, distributions and payments made in accordance with or pursuant to this Agreement.

**NOTIFICATION AND CERTIFICATION BY SETTLEMENT ADMINISTRATOR**

67. The Settlement Administrator shall keep Defendant's Counsel and Class Counsel apprised of all distributions of Settlement Payments and upon completion of administration of that portion of the Settlement, the Settlement Administrator shall provide written certification of progress of such completion to counsel for all Parties and the Court as requested.

**NO EFFECT ON EMPLOYEE BENEFITS**

68. All Individual Settlement and PAGA Payments, and Plaintiff's Service Payment shall not to be "pensionable" earnings nor have any effect on eligibility for, accrual of, or calculation of, any employee benefits (e.g. vacation, holiday pay, retirement plans, 401(k), etc.).

## NULLIFICATION OF SETTLEMENT AGREEMENT

69. In the event the Court does not finally approve the Settlement, enter a final Judgment; or the Settlement does not become effective for any other reason, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as withdrawn or vacated by stipulation of the Parties, and the Parties shall be returned to their status as of the date and time immediately before the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed. In the event an appeal is filed from the Court's Judgment, or any other appellate review is sought before the Effective Date, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

## GENERAL PROVISIONS

70. Exhibits. The terms of this Agreement include the terms in Exhibits A and B, which are incorporated by reference as though fully set forth. Any exhibits to this Agreement are an integral part of the Settlement. Any changes to exhibits following preliminary approval by the Court, shall be approved by all Parties, but shall not be re-submitted to the Court if changes are minor, clerical, and do not materially alter the originally submitted documents.

71. Headings. The descriptive headings of any paragraphs or sections of this Agreement are for convenience of reference only and do not constitute a part of this Agreement.

72. Interim Stay of Proceedings. The Parties agree to stay all proceedings, except those necessary to implement and complete the Settlement, pending the Final Approval Hearing.

73. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

74. Entire Agreement. This Agreement and any attached Exhibits constitute the entire agreement among these Parties, and no oral or written representations, warranties, inducements, or covenants have been made to any Party concerning this Agreement or its Exhibits. All prior negotiations, agreements, understandings, and representations, written or oral, are expressly superseded and are of no further force and effect. Each Party acknowledges it has not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement.



1        75. Authorization to Enter the Settlement Agreement. Counsel represent they are  
2 expressly authorized by their respective Parties to negotiate this Agreement and take all  
3 appropriate action required or permitted by the Parties to effectuate this Agreement, and to  
4 execute any other necessary documents. The Parties and their counsel will cooperate with each  
5 other and use their best efforts to implement the Settlement. In the event the Parties are unable to  
6 reach agreement on the form or content of any document needed to implement the Settlement, or  
7 on any supplemental provisions necessary to effectuate the terms of this Settlement, the Parties  
8 may seek the assistance of the Mediator or the Court to resolve such disagreement.

9        76. Binding Agreement. The Parties intend this Agreement to be fully enforceable  
10 and binding on all Parties, including Class Members, and shall be admissible in any proceeding  
11 to enforce its terms.

12        77. Binding on Successors. This Agreement shall be binding upon, and inure to the  
13 benefit of, the heirs, beneficiaries, or successors of the Parties.

14        78. Assignment. None of the rights, commitments, or obligations recognized under  
15 this Agreement may be assigned by any Party, Class Member, Class Counsel, or Defendant's  
16 Counsel without the express written consent of each other Party and their respective counsel. The  
17 representations, warranties, covenants, and agreements contained in this Agreement are for the  
18 sole benefit of the Parties and shall not be construed to confer any right to any other person.

19        79. Venue. Any adjudicated dispute regarding the interpretation or validity of or  
20 otherwise arising out of this Agreement, or relating to the Action or the Released Claims, shall  
21 be subject to the exclusive jurisdiction of the Court in which the Parties seek approval of this  
22 Settlement, and the Plaintiff, Class Members, and Defendant agree to submit to the personal and  
23 exclusive jurisdiction and venue of that Court.

24        80. Class Action Certification for Settlement Purposes Only. The Parties agree to  
25 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the  
26 Settlement is not approved, the stipulation to certification will be void. The stipulation to  
27 certification will not be admissible in this or any other proceeding as evidence a class action  
28 should or would be certified.



81. Confidentiality. Plaintiff, Plaintiff's Counsel, Class Counsel, Defendant and their counsel agree they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement before Preliminary Approval.

82. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

83. Facsimile and Electronic Signatures. A signed facsimile or electronic version of this Agreement shall have the same force and effect as a signed original of this Agreement.

84. Jurisdiction of the Court. The Court shall retain jurisdiction solely with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection with the Agreement, and the Parties and their counsel submit to the jurisdiction of the Court for these purposes. In the event judicial intervention or enforcement is necessary, the prevailing Party shall be entitled to an award or attorneys' fees, costs and interest.

85. Cooperation and Drafting. Each of the Parties has cooperated in the drafting and preparation of this Agreement and its language shall not be construed against any of the Parties.

**THE PARTIES SO AGREE:**


**Plaintiff/Class Representative**

Date: 11/8/2022, 2022

By:   
Christopher Murrell, Plaintiff Class Representative

**Defendant**

Date: July 13, 2022

By:   
Its: Assistant Superintendent, HR

# **EXHIBIT A**

Superior Court of California, County of Contra Costa  
*Murrell v. San Ramon Valley Unified School District*  
Case No. MSC19-00784

*A court authorized this Notice. This is not a solicitation.  
This is not a lawsuit against you and you are not being sued.  
However, your legal rights are affected whether you act or don't act.*

**NOTICE OF CLASS ACTION SETTLEMENT**

**To: All persons employed by San Ramon Valley Unified School District in California as non-exempt Bus Drivers and Transportation Vehicle Drivers who worked at any time during the period from April 24, 2016 through May 10, 2022 (the “Class,” “Class Members,” or “Drivers”).**

If you are a Class Member, as described above, you are eligible for a payment from the Class Action Settlement. You do not need to return a claim form.

**PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>DO NOTHING</b>	To receive your Settlement Payment, you do not need to do anything. Your payment will be automatically mailed to you after the Court grants final approval of the Settlement. The amount of your Settlement Payment is shown on the last page of this Notice.  <b><u>NOTE:</u> You must keep a current address on file with the Settlement Administrator to ensure receipt of your check.</b>
<b>UPDATE YOUR ADDRESS</b>	Update your personal information with the Settlement Administrator to make sure your Settlement Payment is sent to the correct address. (Change of Address Form and return envelope are enclosed with this Notice.)
<b>EXCLUDE YOURSELF</b>	If you do not wish to participate in the Settlement you can exclude yourself from the Settlement and retain all rights you may have against San Ramon Valley School District for the Class Claims. However, PAGA does not allow PAGA Members to exclude themselves, so if you exclude yourself from the Class Settlement, you will not receive a share of the Class funds, and will not release the Class claims, but you will still receive your share of the PAGA Payment, and will be deemed to have released only your PAGA claims.
<b>OBJECT</b>	Tell the Court if you think the Settlement is not fair. You may also speak in Court about why you think the Settlement is not fair. <b><u>NOTE:</u></b> If you ask to exclude yourself from the Settlement, you cannot also object.

- **THIS NOTICE EXPLAINS YOUR RIGHTS AND THE DEADLINES TO EXERCISE THEM**
- **SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT SUPPORTS THE SETTLEMENT AND WILL NOT RETALIATE AGAINST ANY CLASS MEMBER FOR EXERCISING THE RIGHTS DESCRIBED IN THIS NOTICE**



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## BASIC INFORMATION

### 1. **Why did I get this Notice?**

You received this Notice because San Ramon Valley Unified School District's records show you worked for the District as a non-exempt Bus Driver or Transportation Vehicle Driver sometime during the period from April 24, 2016 through May 10, 2022.

The purpose of this Notice is to explain the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The case is *Murrell v. San Ramon Valley Unified School District*, Case No. MSC 19-00784 (the "Action"). The Court in charge of the case is the Superior Court of the State of California, County of Contra Costa.

### 2. **What is this Action about?**

On April 23, 2019, Plaintiff notified San Ramon Valley Unified School District, ("the District") and the Labor and Workforce Development Agency ("LWDA") of his intention to file a representative action against the District, as an agent for the State of California and on behalf of all PAGA Members, alleging violation of several California Labor Code provisions and seeking civil penalties under the Private Attorneys General Act of 2004, ("PAGA", California Labor Code §2698, et seq). On April 24, 2019, Plaintiff filed a complaint on behalf of the Class, and on behalf of the State of California and PAGA Members, alleging the District failed to pay all minimum wages for all time Drivers were under its control, including while involuntarily clocked out, bidding on routes, and renewing medical certifications.

The District denies all allegations in the Action and contends it complied with California law at all times. The Settlement is not an admission of any wrongdoing by the District nor an indication any law was violated.

### 3. **Who are the Parties, Proposed Class Members, and PAGA Members in this Action?**

Plaintiff Christopher Murrell has been employed by the District as a non-exempt bus driver since 2013.

San Ramon Valley Unified School District is a California Public Entity and the Defendant in this Action.

Class Members are defined as all persons employed by San Ramon Valley Unified School District in California as non-exempt Bus Drivers and Transportation Vehicle Drivers that worked any time during the period from April 24, 2016 through May 10, 2022.

PAGA Members, a subgroup of the Class, are defined as all non-exempt persons employed by San Ramon Valley Unified School District in California as non-exempt Bus Drivers and Transportation Vehicle Drivers who worked at any time from April 24, 2018 through May 10, 2022.

### 4. **Why is this a Class Action?**

In a class action, one or more people called Class Representatives (in this case, Christopher Murrell) sue on behalf of themselves and other people whom they allege have similar claims. This group of people is called a "class." Each person receiving this notice is a "Class Member" for purposes of this Settlement.

### 5. **Why is there a Settlement?**

The Court did not decide in favor of Plaintiff or the District. There was no trial. Both sides agreed to settle the Action to avoid the cost and risks of a trial, and ensure Class Members get compensation from the Settlement.

## THE TERMS OF THE SETTLEMENT

### 6. What is the Settlement Amount?

The proposed Settlement provides for a gross settlement of **\$150,000** to fully and finally resolve all claims in the Action (the “Gross Settlement Amount”). The Gross Settlement Amount includes (1) attorneys’ fees of up to one-third of the Gross Settlement, \$50,000; (2) litigation costs estimated to be \$12,000; (3) a Class Representative Service Payment of \$5,000 to Christopher Murrell for his work, efforts and burdens in prosecuting the Action, and for undertaking the risks of a judgment for costs in the event of an unsuccessful outcome, and obtaining benefits on behalf of the Class, and providing a general release of all claims; (4) administration expenses of up to \$4,500, and (5) PAGA penalties of \$3,000, of which 75% (\$2,250) is to be paid to LWDA, for the government’s share of civil penalties alleged, and 25% (\$750) to be distributed proportionately to PAGA Members based on the number of their Pay Periods worked during the PAGA Period.

The exact amount of attorneys’ fees and litigation costs, Class Representative Service Payment, and Administration expenses will be determined by the Court at a Final Approval Hearing. The remaining portion of the Settlement, the “Net Settlement,” estimated at \$75,500, will be apportioned and paid entirely to all Class Members who do not request to be excluded from the Settlement, (“Participating Class Members”), based on the number of Work Weeks worked anytime during the Class Period (April 24, 2016 through May 10, 2022).

### 7. How much will my Settlement Payment be?

The estimated amount of your Settlement Payment is shown on the Employment Information Sheet, the last page of this Notice. It is based on the number of Work Weeks you worked during the Class Period. If you are a PAGA Member, your share of penalties is based on the number of Pay Periods worked during the PAGA Period. The amounts shown are estimates. The actual amount received may be more or less than the estimate, depending on a number of factors including whether other Class Members request exclusion from the Settlement and how much the Court approves in attorneys’ fees, litigation expenses, and other costs of suit.

## HOW TO GET A SETTLEMENT PAYMENT

### 8. How can I get my Settlement Payment?

If you do nothing, you will automatically receive your Settlement Payment if the Court approves the Settlement at the Final Approval Hearing. You must, however, notify the Settlement Administrator of any change in your name or mailing address if your name, or address to which this Notice was mailed, is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your mailing address. Your Settlement Payment will be mailed to the last known address it has on file for you.** A Change of Address Form and preprinted return envelope are enclosed for your convenience. You may call the Settlement Administrator at 1-**8xx-xxx-xxxx** to confirm receipt of your Change of Address Form.

### 9. What do I do if I think my Number of Work Weeks or Pay Periods is wrong?

If you believe the number of Work Weeks or Pay Periods is not correct, you may send a letter to the Settlement Administrator stating what you believe is the correct information. Your letter must be postmarked on or before \_\_\_\_\_, 2023 *[45 days after the initial mailing of the Notice Packet]*. You should include any documents or other information supporting your belief the information is incorrect. The Settlement Administrator will resolve any dispute about the number of Work Weeks and Pay Periods based on The District’s records and any information you provide, subject to the Court’s review and final decision.



**10. When can I expect to receive my Settlement Payment?**

If you do not exclude yourself from the Settlement, and there are no objections submitted, your share of the Settlement will be mailed to you about 45 days after the Court grants final approval of the Settlement and enters judgment. ***Your share of the Settlement will be mailed to the address the Settlement Administrator has on file for you, which is the address this Notice was mailed to.*** If this address is not right, or if you move after you receive this Notice, you must inform the Administrator by returning the enclosed Change of Address Form.

The Settlement Payment will be allocated one-third to wages for which an IRS Form W-2 will be issued, and one-third penalties and one-third interest for which an IRS 1099 Form will be issued. Participating Class Members are responsible for paying taxes due, if any. If checks remain uncashed after 120 days of issuance, the Settlement Administrator will place a stop payment on those checks and send the funds to Legal Aid at Work, ([www.legalaidatwork.org](http://www.legalaidatwork.org)), a non-profit that provides free legal services to workers.

**11. What am I giving up to get a Settlement Payment?**

After the Court has approved the Settlement, unless you excluded yourself, you are staying in the Class and you can't sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal issues in this Action. You will be bound by the judgment in this Action and you will "give up" or release these claims:

**Released Claims:** All Class Members who do not return a valid and timely request for exclusion fully release and discharge San Ramon Valley Unified School District and its past, present, and future officers, directors, principals, employees, agents, accountants, auditors, attorneys, consultants, insurers, reinsurers, predecessors, successors, and assigns ("Released Parties") from all claims, debts, liabilities, demands, obligations, damages, liens or actions or causes of action that were alleged in the Complaint, or could have been alleged based on the operative facts alleged in the Complaint, and including, but not limited to, claims under California Labor Code sections 1194, 1194.2, 2699(a), 2699.3, 2699(f)(2), 2699.5, and the applicable Wage Orders promulgated thereunder ("Released Claims").

**EXCLUDING YOURSELF FROM THE CLASS AND SETTLEMENT**

**12. How do I get out of the Class and the Settlement?**

If you wish to pursue a separate lawsuit, with a separate attorney at your own expense, or do not want to participate in the Settlement for other reasons, you should exclude yourself from this case (that is, "opt out" of the Class and this Settlement). To opt out, you must return a valid and timely written request for exclusion. Your request for exclusion must include: (a) the case name and case number; (b) your full name, current address, telephone number, and last four digits of your social security number; and (c) your signature. The request for exclusion should state in substance:

"I wish to be excluded from the case entitled *Murrell v. San Ramon Valley Unified School District*, Case No. MSC – 19-00784 in the Superior Court of California, County of Contra Costa. I understand by requesting to be excluded from the Class, I will not receive a share of the Class settlement funds described in this Notice."

Your request for exclusion letter must be mailed to the Settlement Administrator postmarked no later than \_\_\_\_\_, 2023 (45 days of the initial mailing) to the Administrator at the address shown in Paragraph 21.

If you return a valid and timely request for exclusion from the Class, and you were employed during the PAGA Period, you will still receive a share of the PAGA Penalties based on the number of Pay Periods you worked during the PAGA Period, because there is no right to opt out of a PAGA settlement.

**13. If I don't exclude myself from the Settlement, can I sue the District for the same thing later?**

No. Unless you exclude yourself from this Action, you give up any right to sue the District for the claims settled in this Action. *If you have a claim or lawsuit already against the District, you must speak to your lawyer in that case immediately.* You must ask to exclude yourself from this Action to continue your own case.

**14. If I exclude myself, can I get money from this Settlement?**

No. If you exclude yourself, you will not receive a Settlement Payment, and you will not be bound by the release or Judgment. The Settlement Payment you would have received will be distributed to Participating Class Members. But if you are a PAGA Member, employed sometime during the PAGA Period (April 24, 2018 through May 10, 2022), you will still receive a share of 25% of the PAGA Penalties based on the number of Pay Periods you worked during the PAGA Period.

**OBJECTING TO THE SETTLEMENT**

**15. How do I tell the Court that I don't like the Settlement?**

If you don't think the Settlement is fair, you may object to the Settlement and tell the Court why you disagree with the Settlement. But if you only think your Settlement Payment was miscalculated, or the number of Work Weeks is wrong, please use the process in Paragraph 9 to notify the Administrator.

Your written objection to the Settlement should state the case name and number: *Murrell v. San Ramon Valley Unified School District*, Case No. MSC – 19-00784. Be sure to include your full name, current address and telephone number, and the reasons you object to the Settlement. Mail your written objection, and any documents you intend to use in support of your objection, on or before \_\_\_\_\_, 2023 [45 days after the initial mailing of the Notice Packet] to the Administrator at the address shown in Paragraph 21.

You, or your lawyer at your expense, are welcome to attend the Final Approval Hearing to discuss your objections directly with the Court, whether or not you have returned a written objection.

If you wish to preserve your right to appeal if your objection is denied, you, or a lawyer on your behalf, must file formal papers with the Court intervening in the Action, before a final judgment is entered.

**16. What's the difference between objecting and requesting to be excluded from the Action?**

Objecting is telling the Court you don't like something about the Settlement. You may object only if you stay in the Class. Requesting to be excluded from the Class and the Settlement is telling the Court you don't want to be part of the Class and the Settlement. If you request to be excluded, you have no basis to object because the case no longer affects you.

If you remain in the Class and object to the Settlement, the Court will consider your objection when deciding whether to grant final approval of the Settlement. If you have submitted a timely written objection, you do not need to appear to discuss the objection with the Court.

You should not return to the Settlement Administrator both an objection and a request for exclusion. In the event you return both a valid and timely request for exclusion, **and** a written objection, the valid and timely request for exclusion will be accepted, and your written objection will be rejected.

## THE COURT'S FINAL FAIRNESS HEARING

### 17. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing in Department 12 of the Superior Court of California, County of Contra Costa, at the Wakefield Taylor Courthouse, 725 Court Street, Martinez, California 94553 on \_\_\_\_\_, 2023 at \_\_\_\_ a.m. At the hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and, the Class Representative Service Payment, and Settlement Administration fees and expenses.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. However, any Class Member who has submitted a written objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval Hearing. Should the Court grant Final Approval of the Settlement and Enter Judgment, the Court's Order approving the Settlement and Judgment may be viewed on the Administrator's website, [INSERT WEBSITE ADDRESS].

### 18. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Judge may have. If you return a written objection, you do not have to come to Court to talk about it. If you mailed your written objection in the manner discussed in Paragraph 15, the Court will consider it. You or your own lawyer, at your expense, are also welcome to come to the hearing and discuss your objections with the Court, whether or not you submitted a written objection.

### 19. May I appear and speak at the Final Approval Hearing?

Yes, but you cannot speak at the Final Approval Hearing if you have excluded yourself from the Settlement.

## GETTING MORE INFORMATION

### 20. Who can I contact if I have questions about the Settlement?

This Notice is a summary of the case and the Settlement. For more information, you may view the Settlement Agreement, and any papers filed in the Action, at the Contra Costa County Superior Court, Court Records, 1111 Ward St., Martinez, California 94553. You may also view documents online at [INSERT ADMIN WESITE].

### 21. Who are the attorneys for Plaintiff and the Class, and the Settlement Administrator?

#### Attorneys for Plaintiff and Class:

**Cohelan Khoury & Singer**

Jeff Geraci

605 C Street, Suite 200

San Diego, California 92101

[matlas@ckslaw.com](mailto:matlas@ckslaw.com)

619.595.3001

#### Administrator

**Phoenix Settlement Administrators**

[insert address]

Toll Free: ( ) \_\_\_\_\_

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR THE DISTRICT, ITS SUPERVISORS, OR ATTORNEYS ABOUT THIS SETTLEMENT.** You may contact the attorneys for the Plaintiff and the Class with any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator at (800) XXX.XXX\_\_\_\_\_ or by writing to them at the address above.



**EMPLOYMENT INFORMATION SHEET**

Class Member's Address on File with the Settlement Administrator:

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

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

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The number of Work Weeks you worked during the Class Period (April 24, 2016 to May 10, 2022) according to The District's records is \_\_\_\_\_.

The number of Pay Periods you worked during the PAGA Period, (April 24, 2018 to May 10, 2022) according to The District's records is \_\_\_\_\_.

Based on the information above, it is estimated that if you do not request exclusion from the Class and Settlement, you will receive an estimated \$\_\_\_\_\_, less applicable payroll taxes. The amount shown is an estimate. The actual amount you receive may be more or less than the estimate shown, depending on a number of factors.

**You do not have to take any action to receive your share of the Settlement. Your share of the Settlement will be mailed to you at the address shown above.**

If your address has changed, or is different than the address shown above, you must notify the Settlement Administrator by returning the enclosed Change of Address Form to the Settlement Administrator in the enclosed envelope or at the address shown below. You may contact the Settlement Administrator, toll-free, to confirm receipt of the Change of Address Form at 1-xxx-xxx-xxxx.

**Note: Settlement Payment checks must be cashed soon after receipt.** Checks which are not cashed after 120 days of the date of issuance will be voided and the funds forwarded to a non-profit providing free legal services to workers, Legal Aid at Work, ([www.legalaidatwork.org](http://www.legalaidatwork.org)). It is strongly suggested that you cash your check immediately upon receipt. If your check is lost or misplaced, immediately contact the Settlement Administrator and request a replacement.

# **EXHIBIT B**

Superior Court of California, County of Contra Costa  
*Murrell v. San Ramon Valley Unified School District*  
Case No. MSC19-00784

**CHANGE OF ADDRESS FORM**

I wish to change my name or mailing address or other contact information to the following:

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

Former Name (if applicable): \_\_\_\_\_

Street and Apt. No., if any: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Telephone(s): (Home): \_\_\_\_\_; (Cell): \_\_\_\_\_

I understand all future correspondence in this Action, including but not necessarily limited to important notices or Settlement Payments, will be sent to the address listed above and not to the address previously used. I request and consent to the use of the address listed above for these purposes.

Submitted by:

Dated: \_\_\_\_\_

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

Signature: \_\_\_\_\_

**PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED  
OR VIA UNITED STATES FIRST-CLASS MAIL TO:**

San Ramon Valley USD Class Action Settlement Administrator  
c/o Phoenix Settlement Administrators  
P.O. BOX \_\_\_\_\_  
Insert City, California Insert Zip Code

**CHANGE OF ADDRESS FORM**

Questions? Call Toll Free – \_\_\_\_\_ - \_\_\_\_\_