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FEDERAL CREDIT UNION

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MONTEREY

HEA YON SUZZIE DORN, on behalf of
herself and all similarly aggrieved
employees,

Plaintiff,

v.

CENTRAL COAST FEDERAL CREDIT
UNION; and DOES 1 through 50, inclusive,

Defendants.

Case No. 22CV000335

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

Complaint Filed: February 3, 2022
Trial Date: Not Set

1 This Joint Stipulation and Settlement of Class Action Claims (“Stipulation,”
2 “Settlement Agreement,” or “Settlement”) is made and entered into by and between Plaintiff
3 Hea Yon Suzzie Dorn (the “Class Representative”), individually and on behalf of all others
4 similarly situated (“Plaintiffs”), and Defendant Central Coast Federal Credit Union
5 (“Defendant”) (Plaintiffs and Defendant shall collectively be referred to as the “Parties”).

6 THE PARTIES STIPULATE AND AGREE as follows:

7 **DEFINITIONS**

8 1. “Action” shall mean the lawsuit filed against Defendant on or about February 3,
9 2022, captioned *Hea Yon Suzzie Dorn, on behalf of herself and all similarly aggrieved*
10 *employees, Plaintiff v. Central Coast Federal Credit Union; and Does 1 through 50, inclusive,*
11 *Defendants* in the Superior Court of the State of California for the County of Monterey, Case
12 No. 22CV000335.

13 2. “Aggrieved Employees” shall mean all non-exempt employees who are or
14 previously were employed by Central Coast Federal Credit Union in California during the
15 PAGA Period.

16 3. “Class Counsel” shall mean B. James Fitzpatrick, Laura L. Franklin, and Alison
17 Baker of Fitzpatrick & Swanson, and Larry W. Lee, Kristen M. Agnew, and Nicholas
18 Rosenthal of Diversity Law Group, P.C.

19 4. “Class Members” shall mean all non-exempt employees who are or previously
20 were employed by Central Coast Federal Credit Union in California during the Class Period.
21 There are approximately 81 individual Class Members.

22 5. “Class Period” means the period of February 3, 2018, through the date of
23 approval of this settlement, or May 19, 2023, whichever occurs first.

24 6. “Class Representative” or “Plaintiff” shall mean Plaintiff Hea Yon Suzzie Dorn.

25 7. “Court” means the Superior Court of the State of California for the County of
26 Monterey.

27 8. “Defendant’s Counsel” shall mean Anthony C. Ocegüera and George J.
28 Theofanis of Lewis Brisbois Bisgaard & Smith LLP.

1 9. “Effective Date” shall have the meaning ascribed to it in Paragraph 35, below.

2 10. “Final Approval Hearing” shall mean the hearing whereat the Court shall
3 consider, without limitations, any timely objections to the Settlement from Class Members,
4 testimony from the Parties or their counsel, declarations regarding the claims process from the
5 Settlement Administrator, and otherwise make a final determination regarding the fairness of
6 the Settlement as set forth herein.

7 11. “Final Order and Judgment” means the Final Order Approving Class Action
8 Settlement and Judgment in a form to be agreed upon by the Parties and approved by the
9 Court.

10 12. “Gross Settlement Amount” refers to Two Hundred Twenty-Five Thousand
11 Dollars (\$225,000.00), which is the maximum amount that Defendant will pay pursuant to this
12 Settlement, excluding Defendant’s share of payroll taxes, which shall be paid by Defendant
13 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is
14 based on Defendant’s representation that Class Members worked an estimated 14,164 shifts
15 that were five hours or longer during the Class Period. If the actual number of shifts worked
16 lasting five hours or longer totals more than 10% above 14,164 (*i.e.*, more than 15,581), then
17 Plaintiff may request that either: (1) the Gross Settlement Amount be augmented by a
18 corresponding increase over 10% (*e.g.*, if there is a 12% increase in the total number of shifts,
19 the Gross Settlement Amount shall be increased by 2%), or (2) the Class Period end date be
20 modified so that the total number of shifts worked equals 15,581.

21 13. “Individual Settlement Payment” will be the portion of the “Net Settlement
22 Amount” payable to any “Settlement Class Member.”

23 14. “LWDA Letter” means the notice of alleged violations of the California Labor
24 Code sent by Plaintiff to the California Labor and Workforce Development Agency and
25 Defendant pursuant to Labor Code § 2699.3(l), on or about December 15, 2021.

26 15. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 38
27 below.

28 16. “Notice of Proposed Settlement” or “Notice” means the Notice of Pendency of

1 Class Action, in substantially the form attached hereto as Exhibit A, and as approved by the
2 Court.

3 17. "PAGA" shall mean the California Labor Code Private Attorneys General Act,
4 Labor Code § 2698, *et seq.*

5 18. "PAGA Period" means the period of February 3, 2018, through the date of
6 approval of this settlement, or May 19, 2023, whichever occurs first.

7 19. "Parties" shall refer to the Plaintiff and Defendant, each of whom is a "Party."

8 20. "Released Claims" are any and all claims, demands, liabilities, and causes of
9 action, reasonably arising from, or related to, the same set of operative facts as those set forth
10 in the operative complaint during the Class Period, including claims under Labor Code §§
11 201-203, 204, 226(a), 226.7, 510, 512, 558, 1174, 1175, 1194, 1197, 1197.1, and 2802, and
12 Business and Professions Code § 17200, *et seq.*

13 21. "Released PAGA Claims" are claims under California Labor Code § 2698, *et*
14 *seq.* that were brought or could have reasonably been brought based on the facts alleged in
15 Plaintiff's LWDA Letter during the PAGA Period, including violation of Labor Code §§ 201-
16 203, 204, 226(a), 226.7, 246, 510, 512, 558, 1174, 1175, 1194, 1197, 1197.1, and 2802.

17 22. "Released Parties" collectively means Defendant and each of its former, present,
18 and future owners, parents, and subsidiaries, and all of their current, former, and future
19 officers, directors, members, managers, employees, consultants, partners, shareholders, joint
20 venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers and/or
21 legal representatives.

22 23. "Service Award" shall mean the Service Award made to Plaintiff in her capacity
23 as Class Representative, which sum is over and above her pro-rata share as a class member.

24 24. "Settlement," "Settlement Agreement," or "Stipulation" means this Joint
25 Stipulation and Settlement of Class Action Claims.

26 25. "Settlement Administrator" means Phoenix Settlement Administrators.

27 26. "Settlement Class Members" means individual "Class Members" who did not
28 opt-out of the Settlement by submitting a valid request for exclusion as described in Paragraph

1 51.

2 RECITALS

3 27. This Action was filed against Defendant on February 3, 2022. The complaint
4 alleges the following causes of action: (1) violation of Labor Code §§ 226.7 and 1198
5 regarding meal periods and premiums; (2) violation of Labor Code §§ 226.7 and 1198
6 regarding rest periods and premiums; (3) violation of Labor Code §§ 1194 and 1198 regarding
7 hourly and overtime wages; (4) violation of Labor Code §§ 226, 1174, and 1175 regarding
8 itemized wage statements; (5) violation of Labor Code §§ 201-203 regarding timely payment
9 of final wages; (6) violation of Labor Code § 2802 regarding reimbursement of work-related
10 expenses; (7) violation of Labor Code § 2699, the Private Attorneys General Act ("PAGA");
11 and (8) violation of Business and Professions Code § 17200 for unfair business practices.
12 Since the filing of the complaint, the Parties have engaged in significant litigation and
13 discovery, including written discovery.

14 28. The Parties also engaged in settlement discussions, including mediation with the
15 Honorable Wynne S. Carvill (Ret.), which ultimately led to this Settlement.

16 29. Defendant denies any liability or wrongdoing of any kind whatsoever associated
17 with the claims in the Action, and further denies that, for any purpose other than settling this
18 lawsuit, this Action is appropriate for class action or representative treatment.

19 30. It is the Parties' desire to fully, finally, and forever settle, compromise, and
20 discharge all disputes and claims arising from or related to the allegations of this Action.

21 31. It is the Parties' intention that this Settlement Agreement shall constitute a full
22 and complete settlement and release of all Released Claims and Released PAGA Claims
23 against the Released Parties.

24 32. It is the Parties' intention that this Settlement Agreement shall not become
25 effective until the Court's order approving the Settlement is final, and there is no further
26 recourse by any Class Member or other party with standing to contest or appeal the Settlement.

27 33. Class Counsel has conducted a thorough investigation into the facts of this
28 Action, including an extensive review of relevant documents and data, and has diligently

1 pursued an investigation of claims of the members of the Class against Defendant. Based on
2 their own independent investigation and evaluation, Class Counsel is of the opinion that the
3 Settlement with Defendant is fair, reasonable, and adequate and is in the best interest of the
4 Class Members in light of all known facts and circumstances, including the risks of significant
5 delay and the defenses asserted by Defendant. Defendant and Defendant's Counsel also agree
6 that the Settlement is fair and in the best interests of the Class Members. Counsel for the
7 Parties further agree that the Settlement is fair, reasonable, and adequate with respect to civil
8 penalties sought pursuant to PAGA.

9 34. The Parties agree to cooperate and take all steps necessary and appropriate to
10 consummate this settlement in accordance with the terms of this Stipulation.

11 TERMS OF SETTLEMENT

12 35. In consideration of the mutual covenants, promises, and agreements set forth
13 herein, the Parties agree, subject to the Court's approval, to the terms herein.

14 36. It is agreed by and between Plaintiff and Defendant that this case and any
15 claims, demands, liabilities, penalties, damages, or causes of action of any kind whatsoever
16 claimed by Plaintiff on behalf of herself and the Settlement Class arising out of the disputes
17 which are the subject to this case, be settled and compromised, subject to the terms and
18 conditions set forth in this Stipulation and the Court's approval.

19 37. Effective Date: "Effective Date" shall be the latest of the following dates: (a) the
20 Court's final approval of the Settlement, if no objections by or on behalf of Class Members
21 have been filed and not withdrawn; (b) if an objection is filed, the time for appeal has expired
22 and no appeal has been filed or withdrawn; or (c) if a timely appeal is filed, the final resolution
23 of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in
24 final judicial approval of the Settlement.

25 38. Settlement Amount: To implement the terms of this Settlement, Defendant
26 agrees to pay a maximum total payment of Two Hundred Twenty-Five Thousand Dollars and
27 Zero Cents (\$225,000.00) ("Gross Settlement Amount"), which includes payments to
28 Settlement Class Members (excluding any appropriate and lawfully required employer-side

1 payroll taxes owed by Defendant, on such payments which Defendant shall be separately
2 responsible for apart from the Gross Settlement Amount), Service Award to the Class
3 Representative, payment to the California Labor & Workforce Development Agency
4 (“LWDA”) and payment to Aggrieved Employees for PAGA penalties, Settlement
5 Administrator’s fees and costs, approved attorneys’ fees and litigation costs, and any other
6 payments provided by this Settlement. Except as otherwise specified herein, Defendant shall
7 not be required to pay any additional monies beyond the amount of the Gross Settlement
8 Amount. Further, under no circumstances whatsoever shall any portion of the Gross
9 Settlement Amount revert to Defendant, and any amount of the Gross Settlement Amount not
10 required to pay the above referenced costs shall be paid to the Settlement Class Members on a
11 pro rata basis according to the formula contained herein.

12 39. Funding of Settlement Amount: Within thirty (30) calendar days of the
13 Effective Date, Defendant shall transfer to the Settlement Administrator the Gross Settlement
14 Amount and the employer’s share of payroll taxes.

15 40. Allocation of Gross Settlement Amount: The Parties agree the Gross Settlement
16 Amount, subject to Court approval, shall be allocated as follows: After the deduction of the
17 amounts awarded for the PAGA award to the LWDA and Aggrieved Employees, attorneys’
18 fees and costs, class representative Service Award, and settlement administration costs,
19 approximately Ninety Nine Dollars (\$99,000.00) (the “Net Settlement Amount”) shall be
20 allocated to the Settlement Class Members (the “Net Settlement Amount”).

- 21 a. This amount shall be divided among the Settlement Class Members on a
22 pro-rata basis, based upon the total number of pay periods worked by
23 each such Settlement Class Member during the Class Period based on:
24 (1) each Settlement Class Member’s total number of pay periods worked
25 during the Class Period; (2) divided by the aggregate number of pay
26 periods worked by all Settlement Class Members during the Class
27 Period; (3) multiplied by the value of the total Net Settlement Amount.
28 Each Settlement Class Member’s respective number of applicable pay

1 periods worked and estimated share of the Net Settlement Amount shall
2 be identified on the Notice.

3 b. The Parties agree that if any Settlement Class Member disputes the basis
4 for determining their share of the Settlement, Defendant's records shall
5 presumptively control unless the Settlement Class Member can produce
6 documentation evidence of other pay periods worked during the relevant
7 time period. Upon the submission of such evidence, the Settlement
8 Administrator will make a determination as to any such dispute, which
9 shall be final and binding.

10 c. To the extent that amounts in Paragraphs 41 and 42 below are not
11 approved by the Court, such amounts will be reallocated to the Net
12 Settlement Amount unless allocated otherwise by agreement of the
13 Parties, with approval of the Court.

14 d. The Individual Settlement Payment shall be classified as follows: eighty
15 percent (80%) as penalties, ten percent (10%) as interest, and ten percent
16 (10%) as wages.

17 e. Within ten (10) calendar days of the transfer to the Settlement
18 Administrator of the Gross Settlement Amount, and only upon the
19 Effective Date being met, the Settlement Administrator shall issue to
20 each Settlement Class Member his/her Individual Settlement Payment.

21 f. Settlement Class Members shall have one-hundred eighty (180) days
22 from the date of issuance of the Individual Settlement Payment to
23 negotiate the check.

24 g. Any Individual Settlement Payment not cashed within one-hundred
25 eighty (180) days from the date of issuance of the check shall be paid to
26 the following *cy pres* recipient in accordance with California Code of
27 Civil Procedure § 384: Watsonville Law Center.

28 41. Individual Settlement Payments Do Not Trigger Additional Benefits: All

1 Individual Settlement Payments shall be deemed to be income solely in the year in which such
2 payments are actually received by the Settlement Class Members. It is expressly understood
3 and agreed that the receipt of such Individual Settlement Payment will not entitle any
4 Settlement Class Member to additional compensation or benefits under any company bonus,
5 contest, or other compensation or benefit plan or agreement in place (including, but not limited
6 to, health and welfare benefits) during the period covered by the Settlement, nor will it entitle
7 any Settlement Class Member to any increased retirement, 401(k) benefits or matching
8 benefits, or deferred compensation benefits. It is the intent of this Settlement that the
9 Individual Settlement Payments provided for in this Agreement are the sole payments to be
10 made by Defendant to the Settlement Class Members in connection with this Settlement, and
11 that the Settlement Class Members are not entitled to any new or additional compensation or
12 benefits as a result of having received the payments (notwithstanding any contrary language or
13 agreement in any benefit or compensation plan document that might have been in effect during
14 the period covered by this Settlement).

15 42. Settlement Administrator: The Settlement Administrator shall be Phoenix
16 Settlement Administration (the "Settlement Administrator"). The Settlement Administrator
17 will maintain acceptable electronic and physical security protocols to adequately protect and
18 safeguard the private employee information it will have access to as a result of the claims
19 process. The fees and expenses of the Settlement Administrator, which are currently estimated
20 at approximately Six Thousand Dollars (\$6,000.00), shall be paid from the Gross Settlement
21 Amount.

22 43. Attorneys' Fees and Attorneys' Costs: Subject to the Court's approval, Class
23 Counsel shall be allowed to seek attorneys' fees up to a total sum of Seventy-Five Thousand
24 Dollars (\$75,000.00) and litigation costs up to a total sum of Twenty-Five Thousand Dollars
25 (\$25,000.00). Defendant will not object to Class Counsel's application for attorneys' fees and
26 costs in these amounts. The amount set forth above will cover all work performed and all fees
27 and costs incurred to date, and all work to be performed and all fees and costs to be incurred in
28 the future in connection with the approval by the Court of this Settlement Agreement, and the

1 administration of the Settlement. Should Class Counsel request a lesser amount, or should the
2 Court approve a lesser amount of attorneys' fees and/or costs, the difference between the
3 lesser amount and the maximum amount set forth above shall be added back into the Net
4 Settlement Amount. Class Counsel will not be entitled to further fees or costs from Defendant
5 if it elects to appeal any reduction in the requested fee or cost award.

6 44. Class Representative: Subject to the Court's approval, Defendant further agrees
7 to pay the Class Representative a Service Award up to a maximum of Five Thousand Dollars
8 (\$5,000.00) for reimbursement for her services as Class Representative. Defendant will not
9 object to Class Counsel's application for Court approval of a Service Award to the Class
10 Representative in the amount of \$5,000.00. It is understood that the Service Award is in
11 addition to any claimed Individual Settlement Payment to which Plaintiff is entitled.

12 45. PAGA Award: Subject to the Court's Approval, Defendant agrees to pay the
13 amount of Twenty Thousand Dollars (\$20,000.00) in resolution of the Released PAGA
14 Claims. Fifteen Thousand Dollars (\$15,000.00), representing 75% of the penalties paid
15 pursuant to the PAGA, shall be paid to the LWDA. Five Thousand Dollars (\$5,000.00),
16 representing 25% of the penalties paid pursuant to the PAGA, shall be reallocated into the Net
17 Settlement Amount and paid to Aggrieved Employees during the PAGA Period. The PAGA
18 Award shall constitute a complete payment of PAGA penalties for, and shall fully and finally
19 resolve, the Released PAGA Claims.

20 46. Tax Forms: The Settlement Administrator shall be responsible for issuing the
21 payments and withholding all required state and federal taxes in accordance with this
22 Settlement Agreement. The Settlement Administrator will issue IRS Forms W-2 with respect
23 to the amounts paid as wages to the Settlement Class Members, and IRS Forms 1099 with
24 respect to the amounts paid as penalties and interest to the Settlement Class Members. The
25 Settlement Administrator will also issue IRS Forms 1099 to: (1) Plaintiff for the Service
26 Award for her services as Class Representative; and (2) Class Counsel for the amount paid for
27 approved fees and costs. The Settlement Administrator will be responsible for preparing these
28 forms correctly. The Settlement Administrator shall also be responsible for submitting

1 Defendant's share of payroll taxes to the appropriate government agencies on behalf of
2 Defendant. Plaintiff and Class Counsel will be responsible for correctly characterizing this
3 compensation for tax purposes and for paying any taxes on the amounts received.

4 47. Indemnification: Plaintiff and Class Counsel acknowledge and agree that they
5 are and will be responsible for the payment of any and all Federal, State, and Local taxes or
6 penalties associated with their respective allocated portions of the payments described herein,
7 and agree to indemnify, defend, and hold the Released Parties harmless from any and all
8 claims by any Federal, State, or Local taxing authority that Plaintiff or Class Counsel failed to
9 pay or underpaid their or her share of taxes associated with the payments set forth in this
10 Agreement. The Parties acknowledge and agree that Class Counsel is not responsible for the
11 payment of any or all Federal, State, and Local taxes or penalties associated with payments to
12 Plaintiff and Settlement Class Members, and further acknowledge and agree that Class
13 Counsel does not agree to indemnify, defend, or hold the Released Parties harmless from any
14 and all claims by any Federal, State, or Local taxing authority that Plaintiff or Settlement Class
15 Members failed to pay or underpaid their or her share of taxes associated with the payments
16 set forth in this Settlement Agreement.

17 **NOTICE TO THE SETTLEMENT CLASS**

18 48. Within fourteen (14) calendar days of preliminary approval of this Settlement by
19 the Court, Defendant shall provide to the Settlement Administrator a Class Member List,
20 consisting of the names, telephone numbers, last known addresses, Social Security numbers,
21 and the total number of pay periods worked by each Class Member during the Class Period.

22 49. The Settlement Administrator (along with any of its agents) shall represent and
23 warrant that it will: (1) provide reasonable and appropriate administrative, physical, and
24 technical safeguards for any personally identifiable information ("PII"), which it receives from
25 Defendant's Counsel and/or Class Counsel; (2) not disclose the PII to third parties, including
26 agents or subcontractors, without Defendant's consent; (3) not disclose or otherwise use the
27 PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendant
28 with notice if PII is subject to unauthorized access, use, disclosure, modification, or

1 destruction. The Settlement Administrator may provide notice to both Parties if the PII is
2 subject to unauthorized access, use, disclosure, modification, or destruction; however, all
3 additional communications from the Settlement Administrator regarding the scope,
4 circumstances, and substance shall be communicated solely to Defendant.

5 50. The Settlement Administrator shall send a Notice to each Class Member by first
6 class mail within ten (10) calendar days of receipt of the Class Member List pursuant to
7 Paragraph 46. Prior to mailing the Notice, the Settlement Administrator shall update the
8 addresses of the Class Members by reference to the National Change of Address Database
9 maintained by the United States Postal Service. If a Notice is returned as non-deliverable but
10 with a forwarding address, the Settlement Administrator shall resend the Notice to the
11 forwarding address. If a Notice is returned as non-deliverable with no forwarding address, the
12 Settlement Administrator shall conduct an advanced skip trace to locate the most current
13 address of the person to whom the Notice was addressed and shall resend the Notice within
14 five (5) calendar days to any updated address. Upon completion of these steps, the Parties
15 shall be deemed to have satisfied their obligations to provide the Notice to the Class Members.

16 51. The Settlement Administrator shall provide to the Court, concurrently with
17 Plaintiff's Motion for Final Approval, a declaration of due diligence and proof of mailing with
18 regard to the mailing of the Notices.

19 52. The Settlement Administrator shall also be responsible for:

- 20 a. Mailing the Notice as directed by the Court;
- 21 b. Consulting with counsel for the Parties concerning any relevant issue,
22 including (without limitation) the estimated amounts of approximate
23 Individual Settlement Payments, and the acceptance of any late or
24 deficient disputes;
- 25 c. Keeping track of timely and proper requests for exclusion;
- 26 d. Calculation and distribution of Individual Settlement Payments, payment
27 to the LWDA and to Aggrieved Employees;
- 28 e. Providing weekly status reports to counsel for the Parties, including: (a)

1 the number of Notices mailed; (b) the number of disputes received (and
2 sending copies of said disputes); (c) the number of objections received;
3 and, (d) the number of requests for exclusion received.

4 f. Notifying Counsel for Defendant of the wiring instructions to fund the
5 Settlement Amount as approved by the Court;

6 g. Distributing and paying the Individual Settlement Payments, payment to
7 the LWDA, payment to Aggrieved Employees, the Service Award to
8 Plaintiff, and fees and costs awarded to Class Counsel;

9 h. Issuing tax forms and addressing employer and employee-side payroll
10 taxes as described in Paragraph 44; and,

11 i. Such other tasks as the Parties mutually agree or the Court orders the
12 Settlement Administrator to perform, including responding to questions
13 from Class Members.

14 REQUESTS FOR EXCLUSION

15 53. Each Class Member shall have forty-five (45) calendar days from the mailing of
16 the Notice within which to complete and postmark a written request for exclusion, for return to
17 the Settlement Administrator. The request need not be in any particular form and will be
18 considered a valid request for exclusion so long as it communicates a clear desire by the Class
19 Member not to be included in the Settlement and/or Settlement Class, identifies his/her full
20 name and current address along with his/her signature. No requests for exclusion shall be
21 accepted if postmarked after the forty-five (45) calendar day period for the filing of
22 exclusions. Class Members are responsible for maintaining a photocopy of their request for
23 exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the
24 timeliness of a request for exclusion or whether a written communication constitutes a valid
25 request that cannot be resolved between the Parties shall be determined by the Court, whose
26 determination shall be final.

27 54. Any Class Member who validly excludes him/herself from this Settlement shall
28 not be entitled to any portion of the Net Settlement Amount and shall not be bound by this

1 Settlement Agreement, except as it pertains to the Released PAGA Claims. Class Members
2 shall be bound by the Released PAGA Claims regardless of whether they submit a valid
3 request for exclusion from the Settlement.

4 55. If ten percent (10%) or more of the Class Members opt out of the Settlement by
5 submitting valid and timely requests for exclusion, Defendant shall have the right in its sole
6 discretion to rescind and void the Parties' Settlement at any time before final approval by the
7 Court, by providing written notice to Class Counsel at least twenty (20) business days prior to
8 the final fairness hearing, provided the Settlement Administrator has previously furnished
9 Defendant with the number and percentage of valid and timely requests for exclusion. If
10 Defendant exercises this option, Defendant shall pay all costs of administration incurred up to
11 that date.

12 **OBJECTIONS TO THE SETTLEMENT**

13 56. Each Class Member shall have forty-five (45) calendar days from the mailing of
14 the Notice, or such number of days as the Court shall specify, within which to postmark an
15 objection, for return to the Settlement Administrator. Any Class Member wishing to object to
16 the approval of this settlement ("Objecting Class Member") shall inform the Court and the
17 Parties in the objection of (1) full name and current address of the Objecting Class Member;
18 and (2) the specific reason(s) for the objection; and shall also provide any and all evidence and
19 supporting papers (including, without limitation, all briefs, written evidence, and declarations)
20 to be considered by the Court.

21 57. Any Class Member who fails to timely submit an objection in writing or in
22 person shall be foreclosed from making any objection to this settlement or from filing an
23 appeal to the Final Order and Judgment unless otherwise ordered by the Court. A Class
24 Member who does not submit a written objection may still appear at the Final Fairness hearing
25 and object.

26 58. Counsel for the Parties shall file any response to the objections submitted by
27 Objecting Class Members, if any, at least seven (7) calendar days before the date of the Final
28 Approval Hearing.

59. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or to file an appeal to the Final Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement.

**RELEASE BY THE SETTLEMENT CLASS MEMBERS AND CLASS
REPRESENTATIVE**

60. Upon the Effective Date, and except as to such rights or claims as may be created by this Settlement Agreement, each Settlement Class Member and the Class Representative fully releases and discharges the Released Parties from the Released Claims that arose or accrued at any time during the Class Period. Any individuals who have excluded themselves from the Class Settlement will release only the Released PAGA Claims as set forth below.

RELEASE BY THE AGGRIEVED EMPLOYEES

61. Upon the Effective Date, the State of California and each Aggrieved Employee fully releases and discharge the Released Parties from the Released PAGA claims that arose or accrued at any time during the PAGA Period.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

62. Class Counsel shall submit this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and determination by the Court as to whether the proposed Settlement is within the range of possible judicial approval. Upon execution of this Settlement Agreement, Class Counsel shall apply to the Court for the entry of an order substantially in the following form:

- a. Scheduling of the Final Approval Hearing on the question of whether the proposed Settlement, including payment of attorneys' fees and costs and the Class Representative's Service Award should be finally approved as fair, reasonable, and adequate as to the Class Members;
- b. Certifying the Class;
- c. Approving the Notice;

- 1 d. Directing the mailing of the Notice by first class mail to the Class
2 Members; and
3 e. Preliminarily approving the Settlement subject only to the objections of
4 the Class Members and final review by the Court.

5 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

6 Following final approval by the Court of the settlement provided for in this Settlement
7 Agreement, Class Counsel shall submit a proposed Final Order and Judgment in
8 approximately the following form: approving the Settlement, adjudging the terms thereof to be
9 fair, reasonable, and adequate, and directing consummation of its terms and provisions
10 including the approval of Class Counsel's application for an award of attorneys' fees and costs
11 and the Service Award to the Class Representative.

12 **PARTIES' AUTHORITY**

13 63. The signatories hereto hereby represent that they are fully authorized to enter
14 into this Settlement Agreement and bind the Parties hereto to the terms and conditions thereof.

15 **MUTUAL FULL COOPERATION**

16 64. The Parties agree to fully cooperate with each other to accomplish the terms of
17 this Settlement Agreement, including, but not limited to, execution of such documents and
18 taking of such action as reasonable may be necessary to implement the terms of this
19 Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts,
20 including all efforts contemplated by this Settlement Agreement and any other efforts that may
21 become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement
22 and the terms set forth herein. As soon as practicable after execution of this Settlement
23 Agreement, Class Counsel shall take all necessary steps to secure the Court's final approval of
24 this Settlement Agreement.

25 65. The Parties and their respective counsel agree that they will not attempt to
26 encourage or discourage Class Members from filing requests for exclusion.

27 **NO PRIOR ASSIGNMENTS**

28 66. The Parties and their respective counsel represent, covenant, and warrant that

1 they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign,
2 transfer, or encumber to any person or entity any portion of any liability, claim, demand,
3 action, cause of action, or right herein released and discharged except as set forth herein.

4 **NO ADMISSION**

5 67. Nothing contained herein, nor the consummation of this Settlement Agreement,
6 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing
7 on the part of Defendant. Each of the Parties hereto has entered into this Settlement
8 Agreement solely with the intention to avoid further disputes and litigation with the attendant
9 inconvenience and expenses.

10
11 **BREACH AND ENFORCEMENT ACTIONS**

12 68. The Parties will jointly request that the Court retain jurisdiction pursuant to
13 California Code of Civil Procedure § 664.6 to retain jurisdiction to oversee and enforce the
14 terms of this Settlement. In the event of a breach of this Settlement, the non-breaching Party
15 shall provide notice to the breaching party and request that the breaching party cure any
16 alleged breach. If the breach is not cured within thirty (30) days of said notice, the non-
17 breaching party may pursue legal action or other proceeding against any other breaching party
18 or parties to enforce the provisions of this Settlement Agreement or to declare rights or
19 obligations under this Settlement Agreement. In the event of such enforcement actions, the
20 successful party or parties shall be entitled to recover from the unsuccessful party or parties
21 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with
22 any enforcement actions. All such disputes shall be resolved by the Court.

23 **NOTICES**

24 69. Unless otherwise specifically provided herein, all notices, demands, or other
25 communications given hereunder shall be in writing and shall be deemed to have been duly
26 given as of the third business day after mailing both electronically and by United States
27 registered or certified mail, return receipt requested, addressed as follows:

28 To Plaintiff, the Class, and Class Counsel:

1 B. James Fitzpatrick
2 Laura L. Franklin
3 FITZPATRICK & SWANSTON
4 555 S. Main Street
5 Salinas, CA 93901
6 Telephone: (831) 755-1311

Larry W. Lee
Kristen M. Agnew
Nicholas Rosenthal
DIVERSITY LAW GROUP
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555

7 To Defendant and Defendant's Counsel:

8 Anthony C. Ocegüera
9 George J. Theofanis
10 BARBER RANEN LLP
11 One Embarcadero Center, Suite 2100
12 San Francisco, CA 94111
13 Telephone: 916.313.7052

14 CONSTRUCTION

15 70. The Parties hereto agree that the terms and conditions of this Settlement
16 Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties,
17 and this Settlement Agreement shall not be construed in favor of or against any party by
18 reason of the extent to which any Party or her or its counsel participated in the drafting of this
19 Settlement Agreement.

20 CAPTIONS AND INTERPRETATIONS

21 71. Paragraph titles or captions contained herein are inserted as a matter of
22 convenience and for reference, and in no way define, limit, extend, or describe the scope of
23 this Settlement Agreement or any provision of it. Each term of this Settlement Agreement is
24 contractual and not merely a recital.

25 MODIFICATION

26 72. This Settlement Agreement may not be changed, altered, or modified, except in
27 writing and signed by the Parties hereto and approved by the Court. This Settlement
28 Agreement may not be discharged except by performance in accordance with its terms or by a
writing signed by the Parties hereto.

INTEGRATION CLAUSE

73. This Settlement Agreement, and the Exhibits attached hereto and incorporated

1 herein by reference, contain the entire agreement between the Parties relating to the settlement
2 and transaction contemplated hereby, and all prior or contemporaneous agreements,
3 understandings, representations, and statements, whether oral or written and whether by a
4 Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived
5 except in writing.

6 **BINDING ON ASSIGNS**

7 74. This Settlement Agreement shall be binding upon and inure to the benefit of the
8 Parties hereto and their respective heirs, trustees, executors, administrators, successors, and
9 assigns.

10 **CONFIDENTIALITY**

11 75. The Parties, Class Counsel, and Defendant's Counsel agree that the existence
12 and contents of this Settlement and all related settlement communications will remain
13 confidential until the Motion for Preliminary Approval of Class Action Settlement is filed with
14 the Court. This provision shall not prevent the disclosure of such information prior to the
15 filing of the Motion for Preliminary Approval of Class Action Settlement with the Court to (1)
16 regulators, rating agencies, independent accountants, advisors, financial analysts, agents,
17 existing or potential insurers or reinsurers, experts, courts, and any existing or potential
18 investor of or any existing or potential lender to any of the Released Parties, the Settlement
19 Administrator as may reasonably be required to effectuate this Settlement, and/or as otherwise
20 required to comply with any applicable law or regulation; and/or (2) any person or entity to
21 whom the Parties agree in writing disclosure must be made to effectuate this Settlement.

22 76. The Parties, Class Counsel, and Defendant's Counsel agree not to issue a press
23 release or otherwise notify the media about the terms of the Settlement or advertise or market
24 any of the terms of the Settlement through written, recorded, or electronic communications,
25 unless so ordered by the Court. This provision is not intended to and does not limit Class
26 Counsel to respond to questions from and provide advice to Class Members regarding the
27 Settlement.

28 **CALIFORNIA LAW GOVERNS**

77. All terms of this Settlement Agreement and any Exhibits thereto will be governed by and interpreted according to the laws of the State of California.

CLASS MEMBER SIGNATORIES

78. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each member execute this Settlement Agreement. The Notice of Pendency of Class Action, Exhibit "A" hereto, will advise the Class of the binding nature of the release, and the release shall have the same force and effect as if this Settlement Agreement were executed by each member.


COUNTERPARTS

79. This Settlement Agreement may be executed in counterparts and by facsimile signatures, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Settlement Agreement binding upon and effective as to all Parties.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation and Settlement of Class Action Claims between Plaintiff and Defendant as of the date(s) set forth below:

Dated: 06/05/2023

HEA YON SUZZIE DORN

By: 
95EEAB2C789E401...

Hea Yon Suzzie Dorn
Plaintiff and Class Representative

Dated: 5/31/2023

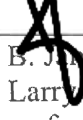
CENTRAL COAST FEDERAL CREDIT UNION

By: 
Name Leinette Limtiaco
Title President / CEO

1 APPROVED AS TO FORM AND CONTENT:


2
3 Dated: June 5, 2023

FITZPATRICK & SWANSTON
DIVERSITY LAW GROUP

4
5 By: 
6 B. James Fitzpatrick
7 Larry W. Lee
8 Attorneys for Plaintiff Hea Yon Suzzie Dorn and the
9 Class

10 Dated: June 1, 2023

BARBER RANEN LLP

11 By: 
12 Anthony C. Ocegueda
13 George J. Theofanis
14 Attorneys for Defendant Central Coast Federal Credit
15 Union
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