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25 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
26 **FOR THE COUNTY OF SAN DIEGO**

27 MARIO CEJA, individually, and on behalf of
28 other members of the general public similarly
situated;

Plaintiff,

v.

SILVERGATE BANK, a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 37-2020-00016207-CU-OE-CTL

CLASS ACTION

Assigned for All Purposes To:
Hon. Ronald F. Frazier
Dept.: C-65

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint Filed: May 26, 2020
Trial Date: None Set

1 This Joint Stipulation of Class Action Settlement (“Settlement” or “Settlement
2 Agreement”) is made and entered into by and between Plaintiff Mario Ceja (“Plaintiff” or “Class
3 Representative”), an individual and on behalf of all others similarly situated, and Defendant
4 Silvergate Bank, a California corporation (“Defendant”) (collectively with Plaintiff, the “Parties”).

5 DEFINITIONS

6 The following definitions are applicable to this Settlement Agreement.

7 Definitions contained elsewhere in this Settlement Agreement will also be effective:

- 8 1. “Action” means *Mario Ceja v Silvergate Bank, et al.*, San Diego County
9 Superior Court Case No. 37-2020-00016207-CU-OE-CTL.
- 10 2. “Attorneys’ Fees and Costs” means attorneys’ fees and costs approved by the
11 Court for Class Counsel’s litigation and resolution of this Action.
- 12 3. “Class Counsel” means JUSTICE LAW CORPORATION.
- 13 4. “Class List” means a complete list of all Class Members that Defendant will
14 diligently and in good faith compile from its records and provide to the Settlement
15 Administrator within twenty (20) calendar days after Preliminary Approval of this Settlement.
16 The Class List will be formatted in Microsoft Office Excel and will include the following
17 information from Defendant’s records: each Class Member’s full name; last-known mailing
18 address; Social Security number; and dates of employment as a non-exempt employee in
19 California during the Class Period.
- 20 5. “Class Member(s)” or “Settlement Class” means all current and former hourly-
21 paid non-exempt employees of Defendant (excluding those employees who have already signed
22 severance agreements) who worked in California during the Class Period (or if any such person
23 is incompetent, deceased, or unavailable due to military service, the person’s legal
24 representative or successor in interest evidenced by reasonable verification). “Class Members”
25 shall not include any person who submits a timely and valid request for exclusion. There are
26 approximately 231 persons who adhere to this definition.
- 27 6. “Class Period” means the period from May 26, 2016 through June 30, 2021.

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1 7. “Class Representative Enhancement Payment” means the amount approved by
2 the Court to be paid to Plaintiff in recognition of his contributions to the Action on behalf of
3 Class Members and Aggrieved Employees.

4 8. “Court” means the Superior Court of California, County of San Diego.

5 9. “Defendant” means Silvergate Bank, a California corporation.

6 10. “Effective Date” means: (a) the date of entry of the Court’s order granting final
7 approval of the Settlement Agreement and Judgment, if no objections have been filed or if an
8 objection was filed and later withdrawn; or (b) if an objection to the Settlement Agreement is
9 filed, then the date when the time expires to file an appeal of the Court’s grant of Final
10 Approval of the Settlement Agreement; or (c) if an objection is filed, as well as a timely Notice
11 of Appeal of the Court’s grant of Final Approval of the Settlement Agreement, then the date the
12 appeal is finally resolved, with the final approval unaffected.

13 11. “Individual Settlement Payment” means each Class Member’s and PAGA
14 Member’s share of the Net Settlement Amount.

15 12. “Maximum Settlement Amount” is the amount of Three Hundred and Ninety
16 Thousand Dollars and Zero Cents (\$390,000.00), which is the maximum amount to be paid by
17 Defendant pursuant to this Settlement Agreement. Aside from employer-side payroll taxes on
18 the portion of the Settlement Payments allocated to wages, under no circumstances shall
19 Defendant pay more than the Maximum Settlement Amount. Defendant estimates that there are
20 approximately Two Hundred and Thirty-One (231) combined Class Members and PAGA
21 Members and 25,000 workweeks. If, the number of Class Members and PAGA Members
22 increases by more than ten percent (10%) of the amount stated then Plaintiff shall have the
23 option to rescind the settlement. The Maximum Settlement Amount includes all Individual
24 Settlement Payments to Class Members, PAGA Members, the Class Representative
25 Enhancement Payment to Plaintiff, Attorneys’ Fees and Costs to Class Counsel, the Settlement
26 Administration Costs to the Settlement Administrator and the PAGA Payment as specified in
27 this Agreement. Defendant shall pay the employer’s share of payroll taxes due on the portion of
28 Settlement Payments allocated to wages separately and in addition to the Maximum Settlement

1 Amount. The Parties agree that Defendant will have no obligation to pay any amount in
2 connection with this Settlement Agreement apart from the Maximum Settlement Amount and
3 the employer's share of payroll taxes due on the portion of Settlement Payments allocated to
4 wages, and that none of the Maximum Settlement Amount will revert to Defendant.

5 13. "Net Settlement Amount" means the Maximum Settlement Amount, less the
6 Class Representative Enhancement Payment, Attorneys' Fees and Costs, and Settlement
7 Administration Costs, and seventy-five percent (75%) of the PAGA Payment as specified in
8 this Agreement.

9 14. "Objection" means any written objection to this Settlement sent by a Class
10 Member to the Settlement Administrator as specified herein and in the Notice of Settlement.
11 An Objection to Settlement must be sent to the Settlement Administrator within the time
12 limitations set forth in this Stipulation.

13 15. "Notice of Class Action Settlement" means the notice of settlement, attached as
14 Exhibit A, to be mailed to all members of the Settlement Class upon Preliminary Approval.

15 16. "PAGA" means the California Labor Code Private Attorneys General Act of
16 2004.

17 17. "PAGA Members" or "Settlement PAGA Members" means all current and
18 former hourly-paid non-exempt employees of Defendant (excluding those employees who have
19 already signed severance agreements) who worked in California during the PAGA Period (or if
20 any such person is incompetent, deceased, or unavailable due to military service, the person's
21 legal representative or successor in interest evidenced by reasonable verification).

22 18. "PAGA Payment" means the payment made hereunder to the California Labor
23 and Workforce Development Agency and the Settlement PAGA Members for settlement of
24 claims for civil penalties under PAGA.

25 19. "PAGA Period" means the period from April 29, 2020 through June 30, 2021.

26 20. "PAGA Release or PAGA Released Claims" means PAGA Members will
27 release and discharge the Released Parties from civil penalties under California Labor Code
28 Private Attorneys General Act of 2004, Labor Code section 2698 *et seq.*, as asserted in the

1 operative complaint that arose during the PAGA Period premised on the facts, claims, causes of
2 action or legal theories that were asserted in the operative complaint and disclosed in the
3 LWDA letter including: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid
4 Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide
5 Meal Periods and Unpaid Meal Period Premiums); (3) Violation of California Labor Code §
6 226.7 (Failure to Provide Rest Periods and Unpaid Rest Period Premiums); (4) Violation of
7 California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of
8 California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of
9 California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of
10 California Labor Code § 226(a) (Non-Compliant Wage Statements); and (8) Violation of
11 California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records).

12 21. “Parties” means Plaintiff and Defendant collectively.

13 22. “Plaintiff” means Mario Ceja.

14 23. “Preliminary Approval” means the Court order granting preliminary approval of
15 the Settlement Agreement.

16 24. “Released Claims” with respect to the Participating Class Members and PAGA
17 Members (other than Plaintiff) means wage and hour claims, rights, demands, liabilities and
18 causes of action, whether known or unknown, arising during the Class Period, that were
19 asserted or could have been asserted based on the factual allegations made in the Action against
20 Defendants, including without limitations, the following categories: (a) any and all claims
21 involving any alleged failure to pay minimum wage; (b) any and all claims involving any
22 alleged failure to pay employees for all hours worked, including but not limited to any claim
23 for minimum, straight time, or overtime wages; (c) any and all claims involving any alleged
24 failure to pay overtime wages; (d) any and all claims arising under state law involving any
25 alleged failure to properly provide meal periods and/or authorize and permit rest periods, to pay
26 premiums for missed, late, short or interrupted meal and/or rest periods, or to pay such
27 premiums as required by Labor Code section 226.7; (e) any and all claims arising under state
28 law involving any alleged failure to properly provide meal periods and/or authorize and permit

1 rest periods, to pay premiums for missed, late, short or interrupted meal and/or rest periods, or
2 to pay such premiums as required by Labor Code section 226.7; (f) any and all claims
3 involving any alleged failure to keep accurate records or to issue proper wage statements to
4 employees; (g) any and all claims involving any alleged failure to timely pay wages, including
5 but not limited to any claim that Defendants violated Labor Code sections 201, 202, or 204, and
6 any claim for waiting time penalties under Labor Code section 203; (h) any and all claims for
7 failure to reimburse business expenses under Labor Code section 2802; (i) any and all claims
8 for unfair business practices in violation of Business and Professions Code sections 17200, et
9 seq.; and, exclusively as to PAGA Members, (j) any and all penalties pursuant to the Private
10 Attorneys General Act ("PAGA") of 2004 arising out of any or all of the aforementioned
11 claims.

12 25. “Released Parties” means Defendant, and its past, present and/or future, direct
13 and/or indirect, owners, officers, directors, members, managers, employees, agents,
14 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
15 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint
16 venturers, if any.

17 26. “Request for Exclusion” means a timely written request by a Class Member to
18 be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name,
19 address, telephone number and last four digits of the Social Security Number of the Class
20 Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the
21 Settlement Administrator; (iv) clearly state that the Class Member does not wish to be included
22 in the Settlement; and (v) be postmarked on or before the Response Deadline.

23 27. “Response Deadline” means the deadline by which Class Members must
24 postmark the Settlement Administrator Requests for Exclusion or Objection to the Settlement.
25 The Response Deadline will be forty-five (45) calendar days from the initial mailing of the
26 Notice of Class Action Settlement by the Settlement Administrator, unless the 45th day falls on
27 a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next
28 day on which the U.S. Postal Service is open.

1 28. "Settlement Administrator" means CPT Group, or any other third-party class
2 action settlement administrator approved by the Parties and the Court for the purposes of
3 administering this Settlement. The Parties each represent that they have no financial interest in
4 the Settlement Administrator or otherwise have a relationship with the Settlement
5 Administrator that could create a conflict of interest.

6 29. "Settlement Administration Costs" includes all costs payable to the Settlement
7 Administrator for administering this Settlement, including, but not limited to, printing,
8 distributing, and tracking notice and other documents for this Settlement, tax reporting,
9 distributing all payments to be made pursuant to this Settlement, and providing necessary
10 reports and declarations, as requested by the Parties. After conference and consultation with the
11 Settlement Administrator, \$9,000.00 will be allocated to Settlement Administration as a "not to
12 exceed" cost.

13 30. "Pay Periods" means the number of calendar pay periods that the Class
14 Member worked as a non-exempt employee in California during the Class Period.

15 31. "Workweek Value" means the value of each compensable Workweek, as
16 determined by the formula set forth in herein.

17 **TERMS OF AGREEMENT**

18 Plaintiff, on behalf of himself, the Settlement Class, the Settlement PAGA Class, and
19 Defendant agrees as follows:

20 32. Funding of the Maximum Settlement Amount. No later than within 30 business
21 days after the Effective Date, Defendant will deposit Three Hundred and Ninety Thousand
22 Dollars and Zero Cents (\$390,000.00) into a Qualified Settlement Fund administered by the
23 Settlement Administrator. The Maximum Settlement Amount will be used to pay: (i) Individual
24 Settlement Amounts; (ii) the Class Representative Enhancement Payment; (iii) Attorneys' Fees,
25 Costs, and any other expenses; (iv) the PAGA Payment and (v) Settlement Administration
26 Costs.

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1 33. Attorneys' Fees and Costs. Class Counsel will seek an award of Attorneys' Fees
2 and Costs of not more than One Hundred and Thirty-Six Thousand and Five Hundred Dollars
3 and Zero Cents (\$136,500.00) in attorney's fees and not more than Twenty Thousand Dollars
4 and Zero Cents (\$20,000.00) in costs, and Defendant agrees not to oppose such application. All
5 Attorneys' Fees and Costs will be paid from the Maximum Settlement Amount. Plaintiff and
6 Class Counsel will not have the right to revoke this Settlement in the event the Court fails to
7 approve the amount of Attorneys' Fees and Costs sought by Class Counsel. Any portion of the
8 Attorneys' Fees and Costs not awarded to Class Counsel will be added to the Net Settlement
9 Amount. In the event there is an appeal of the Court's order on attorneys' fees and/or costs,
10 Defendant shall have no obligation to fund the Maximum Settlement Amount until the appeal is
11 decided.

12 34. Class Representative Enhancement Payment. Plaintiff will apply to the Court for
13 a Class Representative Enhancement Payment of not more than Ten Thousand Dollars and Zero
14 Cents (\$10,000.00) for his effort and work in prosecuting the Action on behalf of Class Members
15 and Aggrieved Employees and Defendant agrees not to oppose such application. This amount
16 will be considered non-wage damages and will be reported on an IRS Form 1099. The Class
17 Representative Enhancement Payment, which will be paid from the Maximum Settlement
18 Amount, will be in addition to Plaintiff's right to an Individual Settlement Payment pursuant to
19 the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes
20 on the payments made pursuant to this paragraph and will hold Defendant harmless from any
21 claim or liability for taxes, penalties, or interest arising as a result of the payments. Plaintiff will
22 not have the right to revoke this Settlement in the event the Court fails to approve the amount
23 sought by Plaintiff as a Class Representative Enhancement Payment. Any portion of the Class
24 Representative Enhancement Payment not awarded to the Class Representatives will be added to
25 the Net Settlement Amount. In the event there is an appeal of the Court's order on the class
26 representative enhancement payment, Defendant shall have no obligation to fund the Maximum
27 Settlement Amount until the appeal is decided.

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1 35. Settlement Administration Costs. The Settlement Administrator will be paid for
2 the reasonable costs of administration of the Settlement and distribution of payments. These
3 costs, which will be paid from the Maximum Settlement Amount, will include, *inter alia*, the
4 required tax reporting on the Individual Settlement Payments, the issuing of 1099 IRS Forms,
5 preparing and distributing Notices of Class Action Settlement, calculating and distributing all
6 payments to be made pursuant to the Settlement, and providing necessary reports and
7 declarations. Class Counsel obtained a “not to exceed” quote from the Settlement Administrator
8 to complete the administration for \$9,000.00. The Settlement Administrator’s “not to exceed”
9 quote will represent the Settlement Administrator’s agreement that, based on the class size and
10 distributions under the terms of this Settlement, the costs for administration of the terms of this
11 Settlement will not exceed the specified amount. All of the Settlement Administration Costs
12 shall be paid from the Maximum Settlement Amount upon completion of all duties required to
13 be performed by the Settlement Administrator under the terms of this Settlement, or as
14 otherwise required by the Court, subject to the “not to exceed” quote from the Settlement
15 Administrator. The Settlement Administrator will establish the Qualified Settlement Fund
16 Account.

17 36. PAGA Payment. Twenty Thousand Dollars and Zero Cents (\$20,000.00) shall
18 be allocated from the Maximum Settlement Fund for settlement of claims for civil penalties
19 under PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of such
20 \$20,000.00 PAGA Payment, or \$15,000.00, to the LWDA and twenty-five (25%) of the
21 \$20,000.00 PAGA Payment, or \$5,000.00, will be included in the Net Settlement Amount and
22 distributed to Settlement PAGA Members as described in this Agreement. Each Settlement
23 PAGA Member’s pro rata share of that \$5,000.00 will be part of his or her Individual
24 Settlement Payment.

25 37. Individual Class Member Settlement Payment Calculations. Individual
26 Settlement Payments will be calculated and apportioned from the Net Settlement Amount based
27 on the number of Workweeks a Class Member worked during the Class Period as a non-exempt
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1 employee in California. Specific calculations of Individual Settlement Payments will be made
2 as follows:

3 36(a). The Settlement Administrator will calculate the total number of
4 Workweeks worked by each Class Member as a non-exempt employee in California during the
5 Class Period and the aggregate total number of Workweeks worked by all Class Members as
6 non-exempt employees in California during the Class Period.

7 36(b). To determine each Class Member’s estimated “Individual Settlement
8 Payment,” the Settlement Administrator will use the following formula: The Net Settlement
9 Amount will be divided by the aggregate total number of Workweeks, resulting in the
10 Workweek Value. Each Class Member’s “Individual Settlement Payment” will be calculated by
11 multiplying each individual Class Member’s total number of Workweeks by the Workweek
12 Value.

13 36(c). The entire Net Settlement Amount will be disbursed as Individual
14 Settlement Payments to Class Members. If there are any valid and timely Requests for
15 Exclusion from members of the Settlement Class, the Settlement Administrator shall
16 proportionately increase the Individual Settlement Payment for each Class Member according
17 to the number of Workweeks worked, so that the amount actually distributed to the Settlement
18 Class equals 100% of the Net Settlement Amount.

19 38. Individual PAGA Member Settlement Payment Calculations. Individual
20 Settlement Payments will be calculated and apportioned from the PAGA Payment amount
21 based on the number of Pay Periods a PAGA Member worked during the PAGA Period as a
22 non-exempt employee in California. Specific calculations of PAGA Individual Settlement
23 Payments will be made as follows:

24 37(a). The Settlement Administrator will calculate the total number of
25 Pay Periods worked by each PAGA Member as a non-exempt employee in California during the
26 PAGA Period and the aggregate total number of Pay Periods worked by all PAGA Members as
27 non-exempt employees in California during the PAGA Period.

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1 37(b). To determine each PAGA Members estimated “Individual Settlement
2 Payment,” the Settlement Administrator will use the following formula: The PAGA Payment
3 amount’s portion allocated to the PAGA Period will be divided by the aggregate total number of
4 Pay Periods within the PAGA Period, resulting in the Pay Period Value. Each PAGA Member’s
5 “Individual Settlement Payment” will be calculated by multiplying each individual PAGA
6 Member’s total number of Pay Periods by the Pay Period Value.

7 37(c). The entire PAGA Payment amount will be disbursed as Individual
8 Settlement Payments to PAGA Members. PAGA Members will not be able to opt out or
9 request exclusion from the settlement. For those Class Members who are also PAGA
10 Members, they will not be able to opt out or request exclusion from their Individual Settlement
11 Amount allocation of the PAGA Amount.

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

21 40. Settlement Administration Process. The Parties agree to cooperate in the
22 administration of the settlement and to make all reasonable efforts to control and minimize the
23 costs and expenses incurred in administration of the Settlement.

24 41. Delivery of the Class List. Within twenty (20) business days of entry of the
25 Court’s Order Granting Preliminary Approval, Defendant will provide the Class List to the
26 Settlement Administrator. This Class List will also be used to identify the PAGA Members
27 within the PAGA Period.

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1 42. Notice by First-Class U.S. Mail. Within ten (10) business days after receiving
2 the Class List from Defendant, the Settlement Administrator will mail a Notice of Class Action
3 Settlement to all Class Members via regular First-Class U.S. Mail, using the most current,
4 known mailing addresses identified in the Class List.

5 43. Confirmation of Contact Information in the Class List and Undeliverable
6 Notices. Prior to mailing, the Settlement Administrator will perform a search based on the
7 National Change of Address Database for information to update and correct for any known or
8 identifiable address changes. Any Notices of Class Action Settlement returned to the Settlement
9 Administrator as non-deliverable on or before the Response Deadline will be sent promptly via
10 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
11 Administrator will indicate the date of such re-mailing on the Notice of Class Action
12 Settlement. If no forwarding address is provided, the Settlement Administrator will promptly
13 attempt to determine the correct address using an Accurant search/skip-trace, and will then
14 perform a single re-mailing.

15 44. Notices of Class Action Settlement. All Class Members will be mailed a Notice
16 of Class Action Settlement in the form attached as Exhibit A, or as provided by Court order.

17 45. Disputed Information on Notices of Class Action Settlement. Class Members
18 will have an opportunity to dispute the information provided in their Notices of Class Action
19 Settlement. To the extent Class Members dispute their employment dates or the number of
20 Workweeks as set forth on the Notice, Class Members may produce evidence to the Settlement
21 Administrator showing that such information is inaccurate. The Settlement Administrator will
22 advise the Parties of such dispute, allow Defendant five (5) business days to respond with any
23 additional information or records, and then decide the dispute. Defendant's records will be
24 presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the
25 Class Member and Defendant and will make the final decision as to the merits of the dispute.

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1 44(a). Eligible PAGA Members will not be able to exclude themselves from
2 receiving their portion of the PAGA Payment. The Class Notice will inform Eligible
3 Aggrieved Employees that they cannot opt out of the PAGA portion of the settlement and
4 explain that they will not be permitted to pursue any action under PAGA against the Released
5 Parties for any claim that arose during the PAGA Period, even if they elect to Opt-Out of the
6 Class Action Settlement.

7 46. Requests for Exclusion. Any Class Member wishing to opt-out from the
8 Settlement Agreement must sign and postmark a written Request for Exclusion to the
9 Settlement Administrator within the Response Deadline. The postmark date will be the
10 exclusive means to determine whether a Request for Exclusion has been timely submitted. The
11 Parties and their counsel will not solicit or encourage any Class Member, directly or indirectly,
12 to opt out of the Settlement Agreement. More specifically, a Class Member may request to be
13 excluded from the effect of this Agreement, and any payment of amounts under this Agreement
14 by timely mailing a Request for Exclusion letter to the Settlement Administrator stating that the
15 Class Member wants to be excluded from this Action. This letter must include the Class
16 Member's name, address, telephone number, and signature. To be valid and timely, the request
17 to be excluded must be postmarked by the Response Deadline date that will be specified in the
18 Class Notice (no less than forty-five (45) days from the initial mailing of the Class Notice by
19 the Settlement Administrator). If a notice needs to be re-mailed then that individual Class
20 Member will be provided ten (10) additional days to object or request exclusion from the
21 settlement. A Class Member who properly submits a valid and timely request to be excluded
22 from the Action will not receive any payment of any kind in connection with this Agreement or
23 this Action, will not be bound by or receive any benefit of this Agreement, and will have no
24 standing to object to the Settlement. Class Members who do not timely request exclusion will
25 be bound by the releases herein and receive an individual settlement payment ("Participating
26 Class Members"). A request for exclusion must be mailed to the Settlement Administrator at its
27 address to be provided in the Class Notice, and the Settlement Administrator will promptly
28 transmit the requests for exclusion to counsel for the parties. Eligible PAGA Members will not

1 be able to exclude themselves from the PAGA Release or receiving their portion of the PAGA
2 Payment.

3 47. Defective Submissions. If a Class Member's Request for Exclusion is defective
4 as to the requirements listed herein, that Class Member will be given an opportunity to cure the
5 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three
6 (3) business days of receiving the defective submission to advise the Class Member that his or
7 her submission is defective and that the defect must be cured to render the Request for
8 Exclusion valid. The Class Member will have until the later of (i) the Response Deadline or (ii)
9 ten (10) calendar days from the date of the cure letter, whichever date is later, to postmark a
10 revised Request for Exclusion. If the revised Request for Exclusion is not postmarked and
11 mailed within that period, it will be deemed untimely.

12 48. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
13 Member who does not affirmatively opt out of the Settlement Agreement by submitting a
14 timely and valid Request for Exclusion will be bound by all of its terms, including those
15 pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if
16 it grants final approval of the Settlement. Class Members who are also PAGA Members shall be
17 bound by the terms this Agreement as it relates to PAGA, including the PAGA Release,
18 regardless of a valid Request for Exclusion.

19 49. Objection Procedures. The Notice shall state that Settlement Class Members
20 who wish to object to the Settlement may do so by a written statement of objection ("Notice of
21 Objection") to be mailed by the Response Deadline to the Settlement Administrator or by
22 appearing at the hearing for Final Approval. The Objection must be signed by the Class
23 Member and contain all information required by this Settlement Agreement. The postmark date
24 of the filing and service will be deemed the exclusive means for determining that the Objection
25 is timely. The Notice of Objection must state: (1) the case name and number; (2) the name of
26 the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four
27 digits of the Settlement Class Member's Social Security number; (4) the basis for the objection;
28 and (5) if the Settlement Class Member intends to appear at the Final Approval/Settlement

1 Fairness Hearing. The Settlement Administrator will promptly provide any Notices of
2 Objection to the parties' counsel upon receiving them. Class Counsel will include all objections
3 received and Plaintiff's response(s) with Plaintiff's motion for final approval of the Settlement.
4 Settlement Class Members may also have a right to have their objections heard at the Final
5 Approval/Settlement Fairness Hearing. Class Counsel will not represent any Class Members
6 with respect to any such Objections to this Settlement, and any Class Members who request
7 exclusion from the Settlement will have no standing to object to it. Class Members who are
8 also PAGA Members have no right to object to this Agreement as it relates to the PAGA
9 including the PAGA Release.

10 50. Settlement Administrator Reports. The Settlement Administrator will provide
11 Defendant's counsel and Class Counsel a weekly report of the number of Class Members who
12 have submitted valid Requests for Exclusion, Objections, and disputes regarding Pay Periods
13 calculations. Additionally, the Settlement Administrator will provide to counsel for both Parties
14 any updated reports regarding the administration of the Settlement Agreement as needed or
15 requested.

16 51. Distribution and Timing of Payments. Within 30 calendar days of the Effective
17 Date, and after Defendant has fully funded the Qualified Settlement Fund with the Maximum
18 Settlement Amount, the Settlement Administrator will issue payments to: (i) all Class Members
19 who have not submitted a valid and timely Request for Exclusion, including any Class Member
20 whose notice was returned as undeliverable; (ii) all PAGA Members, (iii) Plaintiff; (iv) Class
21 Counsel; and (v) the LWDA. The Settlement Administrator will also issue a payment to itself
22 for Court-approved services performed in connection with the Settlement. The Settlement
23 Administrator will pay Individual Settlement Payments from the Net Settlement Amount to all
24 Participating Class Members and PAGA Members. The Settlement Administrator will do so by
25 sending a check in the appropriate amount to the Class Member and/or PAGA Member at the
26 address indicated in the list of Class Member names and addresses provided by Defendant, or
27 as subsequently determined by the Settlement Administrator to be correct. Those Class
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1 Members who are also PAGA Members will receive two checks, one for their Class Member
2 share and a separate check proportional to their PAGA Member share.

3 52. Un-Cashed Settlement Checks. Class Members and PAGA Members will
4 receive checks for their respective Individual Settlement Payments. Checks will remain
5 negotiable for 120 days (“Check-Cashing Deadline”). Any check not cashed within 120
6 calendar days will be void. The funds from the uncashed checks shall be distributed by the
7 Settlement Administrator to the State Controller’s Unclaimed Property Fund. No later than ten
8 (10) calendar days after the expiration of the 120 day period, the Settlement Administrator shall
9 deposit the total amounts contained in the settlement checks, and all interest that has accrued, to
10 the State Controller’s Unclaimed Property Fund. **The Settlement Administrator shall provide a**
11 **declaration of deposit with the State Controller’s Unclaimed Property Fund, which will be**
12 **served on Class Counsel and Defendant’s Counsel within ten (10) calendar days of payment of**
13 **the residual to such beneficiary.**

14 Any costs associated with administering the remaining funds under this section (e.g.,
15 bank stop-payment charges, settlement administration costs associated with any reserve
16 amount) or payments to the State Controller’s Unclaimed Property Fund will be deducted
17 before the deposit into the State Controller’s Unclaimed Property Fund

18 53. Certification of Completion. Upon completion of administration of the
19 Settlement, the Settlement Administrator will provide a written declaration under oath to certify
20 such completion to the Court and counsel for all Parties.

21 54. Allocation of Individual Settlement Payments. All Individual Settlement
22 Payments will be allocated as follows: (a) 20% as wages and (b) 80% as penalties and interests.
23 The Settlement Administrator will be responsible for issuing to each claimant a form W-2 for
24 amounts deemed “wages” and an IRS Form 1099 for the portions allocated to penalties.

25 55. Administration of Taxes by the Settlement Administrator. The Settlement
26 Administrator will be responsible for issuing to Plaintiff, Class Members, PAGA Members, and
27 Class Counsel tax forms as may be required by law for all amounts paid pursuant to this
28

1 Settlement. The Settlement Administrator will also be responsible for forwarding all taxes and
2 penalties to the appropriate government authorities as may be required by law.

3 56. Tax Liability. Defendant makes no representation as to the tax treatment or
4 legal effect of the payments called for hereunder, and Plaintiff, Class Members, and PAGA
5 Members are not relying on any statement, representation, or calculation by Defendant or by
6 the Settlement Administrator in this regard. Plaintiff, Class Members, and PAGA Members
7 understand and agree that they will be solely responsible for the payment of any taxes and
8 penalties assessed on the payments described herein and will defend, indemnify, and hold
9 Defendant free and harmless from and against any claims resulting from treatment of such
10 payments as non-taxable damages.

11 57. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
12 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
13 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
14 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
15 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
16 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
17 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
18 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
19 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
20 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
21 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX
22 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
23 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
24 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
25 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
26 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
27 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
28 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER

1 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
2 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
3 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
4 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
5 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
6 AGREEMENT.

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

11 59. Nullification of Settlement Agreement. In the event that: (i) the Court does not
12 finally approve the Settlement as provided herein; or (ii) the Settlement does not become final
13 for any other reason, then this Settlement Agreement, and any documents generated to bring it
14 into effect, will be null and void. Any order or judgment entered by the Court in furtherance of
15 this Settlement Agreement will likewise be treated as void from the beginning.

16 60. Preliminary Approval Hearing. After execution of this Settlement Agreement,
17 Plaintiff shall timely submit a motion for preliminary approval of the Settlement to the Court,
18 along with the Settlement Agreement. Plaintiff will provide the proposed motion, including the
19 proposed order, to Defendant’s counsel of record no less than five (5) calendar days before the
20 motion is filed for review and comment. The Preliminary Approval Order will provide for: (i)
21 conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary
22 approval of the proposed Settlement Agreement, (iii) setting a date for a Final
23 Approval/Settlement Fairness Hearing (iv) appointment of an agreed upon settlement
24 administrator, (v) a stay of all litigation of the Action pending the Final Approval Hearing,
25 except as necessary to implement and effectuate the Settlement, and (vi) an order that
26 preliminary approval of the Settlement, conditional certification of the Settlement Class, and all
27 actions associated with them, are undertaken on the condition that they shall be vacated if the
28

1 Settlement Agreement is disapproved in whole or in part by the Court¹, or any appellate court
2 and/or other court of review in which event the Settlement Agreement and the fact that it was
3 entered into shall not be offered, received, or construed as an admission or as evidence for any
4 purpose, including but not limited to an admission by any Party of liability or non-liability or of
5 the certifiability of a litigation class or the appropriateness of maintaining a representative
6 action. The Preliminary Approval Order will provide for the Notice of Class Action Settlement
7 to be sent to all Class Members as specified herein. In conjunction with the Preliminary
8 Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of
9 this Settlement, and will include the proposed Notice of Class Action Settlement.

10 61. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
11 deadlines to postmark Requests for Exclusion and/or Objections to the Settlement Agreement,
12 and with the Court's permission, Plaintiff shall file a motion requesting final approval of the
13 Settlement, along with a proposed Final Approval Order. Drafts of the motion for final
14 approval of the Settlement and proposed Final Approval Order shall be provided to
15 Defendant's counsel at least five (5) court days before the documents are filed and approved of
16 in writing. The Final Approval Order shall adjudge that, among other things:

- 17 a) The Settlement Administrator has fulfilled its initial notice and reporting duties
18 under the Settlement and that the Class Notice (i) constituted the best practicable
19 notice; (ii) constituted notice that was reasonably calculated, under the
20 circumstances, to apprise Class Members of the pendency of the Action, and
21 their right to exclude themselves from or object to the proposed Settlement and
22 to appear at the Final Approval Hearing; (iii) was reasonable and constituted
23 due, adequate, and sufficient notice to all persons entitled to receive notice; and
24 (iv) met all applicable requirements of due process, and any other applicable
25 rules or law;
- 26 b) The Settlement is fair, reasonable, and adequate;

27 _____
28 ¹ The Parties agree to work in good faith to correct any conditions in the settlement agreement that the Court may disprove of.

- 1 c) Plaintiff and Class Counsel may adequately represent the Settlement Class for
2 the purpose of entering into and implementing the Agreement;
- 3 d) The Settlement Administrator is to execute the distribution of proceeds
4 pursuant to the terms of this Agreement;
- 5 e) The Final Approval Order and Judgment shall be final and entered forthwith;
- 6 f) Without affecting the finality of the Final Approval Order and Judgment, the
7 Court retains continuing jurisdiction over Plaintiff and the Settlement Class
8 Members, as to all matters concerning the administration, consummation, and
9 enforcement of this Settlement Agreement;
- 10 g) As of the Effective Date, Plaintiff and Class Members compromised, settled,
11 discharged, and provided the release of the Released Claims, during the
12 applicable time period, against Defendant and the Released Parties, and are
13 bound by the provisions of this Settlement Agreement;
- 14 h) Notwithstanding the submission of a timely request for exclusion or objection,
15 PAGA Members are still bound by PAGA Release portion for the Settlement
16 and the State's claims for civil penalties pursuant to PAGA are also
17 extinguished.
- 18 i) This Settlement Agreement and the Final Approval Order and Judgment to be
19 binding on, and have *res judicata* and preclusive effect in, all pending and future
20 lawsuits or other proceedings that encompass Plaintiff's and Class Members'
21 claims released herein, and that are maintained by or on behalf of Plaintiff and
22 Class Members; and
- 23 j) The Settlement provided for herein, and any proceedings undertaken pursuant
24 thereto, are not, and should not in any event be offered, received, or construed as
25 evidence of, a presumption, concession, or an admission by any Party of liability
26 or non-liability or of the certifiability or non-certifiability of a litigation class or
27 collective, or that PAGA representative claims may validly be pursued.
- 28

1 A Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval
2 of the Settlement Agreement along with the amounts properly payable for (i) Individual
3 Settlement Payments; (ii) the Class Representative Enhancement Payment; (iii) Attorneys' Fees
4 and Costs; and (iv) all Settlement Administration Costs. The Final Approval/Settlement Fairness
5 Hearing will be held no earlier than thirty calendar (30) days after the Response Deadline. Class
6 Counsel will be responsible for drafting all documents necessary to obtain final approval. Class
7 Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard
8 at the final approval hearing.

9 62. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
10 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
11 Judgment to the Court for its approval. After entry of the Judgment, the Court will have
12 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
13 of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-
14 Judgment matters as may be appropriate under court rules or as set forth in this Settlement
15 Agreement.

16 63. General Release by Plaintiff. In consideration for the consideration set forth in
17 this Agreement, Plaintiff, for himself, his heirs, successors and assigns, does waive, release,
18 acquit and forever discharge the Released Parties, from any and all claims, actions, charges,
19 complaints, grievances and causes of action, of whatever nature, whether known or unknown,
20 which exist or may exist on Plaintiff's behalf as of the date of this Agreement, including but not
21 limited to any and all tort claims, contract claims, wage claims, wrongful termination claims,
22 disability claims, benefit claims, public policy claims, retaliation claims, statutory claims,
23 personal injury claims, emotional distress claims, invasion of privacy claims, defamation
24 claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal,
25 state or other governmental statute, law, regulation or ordinance, including any claims arising
26 under the California Fair Employment and Housing Act (FEHA), the California Labor Code,
27 the Wage Orders of California's Industrial Welfare Commission, other state wage and hour
28 laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act

1 (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of
2 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the
3 Family Medical Leave Act, California's Whistleblower Protection Act, California Business &
4 Professions Code Section 17200 et seq., and any and all claims arising under any federal, state
5 or other governmental statute, law, regulation or ordinance. Plaintiff hereby expressly waives
6 and relinquishes any and all claims, rights or benefits that she may have under California Civil
7 Code § 1542, which provides as follows:

8
9 **A GENERAL RELEASE DOES NOT EXTEND TO**
10 **CLAIMS WHICH THE CREDITOR OR**
11 **RELEASING PARTY DOES NOT KNOW OR**
12 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
13 **THE TIME OF EXECUTING THE RELEASE**
14 **WHICH IF KNOWN BY HIM OR HER WOULD**
15 **HAVE MATERIALLY AFFECTED HIS OR HER**
16 **SETTLEMENT WITH THE DEBTOR OR**
17 **RELEASED PARTY.**

18 Plaintiff may hereafter discover claims or facts in addition to, or different from, those
19 which she now knows or believes to exist, but she expressly agrees to fully, finally and forever
20 settle and release any and all claims against the Released Parties, known or unknown, suspected
21 or unsuspected, which exist or may exist against Released Parties at the time of execution of
22 this Agreement, including, but not limited to, any and all claims relating to or arising from
23 Plaintiff's employment with Defendant. The Parties further acknowledge, understand and
24 agree that this representation and commitment is essential to the Agreement and that this
25 Agreement would not have been entered into were it not for this representation and
26 commitment.

27 64. Release by All Settlement Class Members. Plaintiff and all Class Members who
28 do not submit a valid and timely Request for Exclusion, on behalf of himself or herself, his or
her heirs, descendants, dependents, executors, administrators, assigns, and successors, fully and
finally release and discharge the Released Parties from any and all of the Released Claims for
the entirety of the Class Period. This waiver and release will be final and binding on the
Effective Date, and will have every preclusive effect permitted by law. Plaintiff and the

1 Settlement Class Members may hereafter discover facts or legal arguments in addition to or
2 different from those they now know or currently believe to be true with respect to the Released
3 Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the
4 scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiff and the
5 Settlement Class Members shall be deemed to have, and by operation of the final judgment
6 approved by the Court, shall have, fully, finally, and forever settled and released all of the
7 Released Claims. The parties understand and specifically agree that the scope of the release
8 described in this Paragraph: is a material part of the consideration for this Agreement; was
9 critical in justifying the agreed upon economic value of this settlement and without it
10 Defendant would not have agreed to the consideration provided; and is narrowly drafted and
11 necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of
12 claims that were or could have been alleged based on the facts, causes of action, and legal
13 theories contained in the operative complaint in the Action.

14 65. Release by All Settlement PAGA Members: Plaintiff agrees that upon entry of
15 an Order approving the Settlement, Plaintiff and the Aggrieved Employees will release any and
16 all PAGA Released Claims against Defendant that arose during the PAGA Period. Upon entry
17 of the Order approving the Settlement and judgment entered thereon, Plaintiff and the
18 Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released
19 Claims that arose during the PAGA Period against Defendant. This release will become
20 effective upon the Effective Date.

21 66. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
22 include the terms set forth in any attached Exhibits, which are incorporated by reference as
23 though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of
24 the Settlement.

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1 67. Publicity Agreement. Plaintiff and Class Counsel agree not to disclose or
2 publicize the Settlement, including the fact of the Settlement, its terms or contents, and the
3 negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any
4 person or entity, except potential class members and as shall be contractually required to
5 effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiff
6 and Class Counsel agree not to issue press releases, communicate with, or respond to any
7 media or publication entities, publish information in manner or form, whether printed or
8 electronic, on any medium or otherwise communicate, whether by print, video, recording or
9 any other medium, with any person or entity concerning the Settlement, including the fact of
10 the Settlement, its terms or contents and the negotiations underlying the Settlement, except as
11 shall be contractually required to effectuate the terms of the Settlement. However, for the
12 limited purpose of allowing Plaintiff's Counsel to prove adequacy as class counsel in other
13 actions for the limited purpose of showing to the court that the case has settled, Plaintiff's
14 Counsel may disclose the name of the Parties in this action and the venue/case number of this
15 action (but not any other settlement details) for such purposes.

16 68. No Unalleged Claims. Plaintiff and Class Counsel represent that they are not
17 currently aware of any: (a) unalleged claims in addition to, or different from, those which are
18 finally and forever settled and released against the Released Parties by this Settlement; and (b)
19 unalleged facts or legal theories upon which any claims or causes of action could be brought
20 against Defendant, except such facts and theories specifically alleged in the operative
21 complaints in this Action. Plaintiff and Plaintiff's Counsel will further represent that, other than
22 the instant Action, they have no current intention of asserting any other claims against
23 Defendant in any judicial or administrative forum and do not currently know of or represent
24 any persons who have expressed any interest in pursuing litigation or seeking any recovery
25 against Defendant. The Parties acknowledge, understand and agree that the representations
26 described in this paragraph are essential to the Settlement Agreement and that this Settlement
27 Agreement would not have been entered into were it not for this representation.
28

1 69. Defendant’s Option to Revoke Settlement. If, after the Response Deadline, the
2 number of Settlement Class Members who submitted timely and valid written requests for
3 exclusion from the Settlement is at least ten percent (10%) of all 231 Settlement Class
4 Members, Defendant shall have, in its sole discretion, the option to terminate this Settlement.
5 If Defendant exercises the option to terminate this Settlement, Defendant shall: (a) provide
6 written notice to Class Counsel within seven (7) calendar days after the Response Deadline and
7 (b) pay all Settlement Administration Costs incurred up to the date or as a result of the
8 termination, and the Parties shall proceed in all respects as if this Settlement Agreement had not
9 been executed.

10 70. Entire Agreement. This Settlement Agreement and any attached Exhibits
11 constitute the entirety of the Parties’ settlement terms. No other prior or contemporaneous
12 written or oral agreements may be deemed binding on the Parties.

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

16 72. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
17 warrant and represent they are expressly authorized by the Parties whom they represent to
18 negotiate this Settlement Agreement and to take all appropriate action required or permitted to
19 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
20 execute any other documents required to effectuate the terms of this Settlement Agreement. The
21 Parties and their counsel will cooperate with each other and use their best efforts to effect the
22 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
23 content of any document needed to implement the Settlement, or on any supplemental
24 provisions that may become necessary to effectuate the terms of this Settlement, the Parties
25 may seek the assistance of the Court to resolve such disagreement.

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

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

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

8 76. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
9 believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action
10 and have arrived at this Settlement after arm's-length negotiations and in the context of
11 adversarial litigation, taking into account all relevant factors, present and potential. The Parties
12 further acknowledge that they are each represented by competent counsel and that they have
13 had an opportunity to consult with their counsel regarding the fairness and reasonableness of
14 this Settlement. In addition, the Mediator may execute a declaration supporting the Settlement
15 and the reasonableness of the Settlement and the Court may, in its discretion, contact the
16 Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and
17 reasonable

18 77. Invalidity of Any Provision. Before declaring any provision of this Settlement
19 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
20 extent possible consistent with applicable precedents so as to define all provisions of this
21 Settlement Agreement valid and enforceable.

22 78. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate
23 to class certification for purposes of this Settlement only; except, however, that Plaintiff or
24 Class Counsel may appeal any reduction in Attorneys' Fees and Costs below the amount they
25 request from the Court, and either party may appeal any court order that materially alters the
26 Settlement Agreement's terms.

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1 79. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
2 dispute that has arisen between them and to avoid the burden, expense and risk of continued
3 litigation. In entering into this Settlement, Defendant does not admit, and specifically denies,
4 that it violated any federal, state, or local law; violated any regulations or guidelines
5 promulgated pursuant to any statute or any other applicable laws, regulations or legal
6 requirements; breached any contract; violated or breached any duty; engaged in any
7 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
8 employees. Neither this Settlement, nor any of its terms or provisions, nor any of the
9 negotiations connected with it, will be construed as an admission or concession by Defendant
10 of any such violations or failures to comply with any applicable law. Except as necessary in a
11 proceeding to enforce the terms of this Settlement, this Settlement and its terms and provisions
12 will not be offered or received as evidence in any action or proceeding to establish any liability
13 or admission on the part of Defendant or to establish the existence of any condition constituting
14 a violation of, or a non-compliance with, federal, state, local or other applicable law.

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

19 81. Enforcement Action. In the event that one or more of the Parties institutes any
20 legal action or other proceeding against any other Party or Parties to enforce the provisions of
21 this Settlement or to declare rights and/or obligations under this Settlement, the successful
22 Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable
23 attorneys' fees and costs, including expert witness fees incurred in connection with any
24 enforcement actions.

25 82. Mutual Preparation. The Parties have had a full opportunity to negotiate the
26 terms and conditions of this Settlement. Accordingly, this Settlement Agreement will not be
27 construed more strictly against one party than another merely by virtue of the fact that it may
28 have been prepared by counsel for one of the Parties. It being recognized that, because of the

1 arms-length negotiations between the Parties, all Parties have contributed to the preparation of
2 this Settlement Agreement.

3 83. Representation By Counsel. The Parties acknowledge that they have been
4 represented by counsel throughout all negotiations that preceded the execution of this
5 Settlement Agreement, and that this Settlement Agreement has been executed with the consent
6 and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are
7 no liens on the Settlement Agreement.

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

10 85. Cooperation and Execution of Necessary Documents. All Parties will cooperate
11 in good faith and execute all documents to the extent reasonably necessary to effectuate the
12 terms of this Settlement Agreement.

13 86. Binding Agreement. The Parties warrant that they understand and have full
14 authority to enter into this Settlement, and further intend that this Settlement will be fully
15 enforceable and binding on all parties, and agree that it will be admissible and subject to
16 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
17 provisions that otherwise might apply under federal or state law.

18 **SO AGREED AND STIPULATED**

19 **PLAINTIFF**

20
21 Dated: 08/26/2021

Mario Rodolfo Ceja

22 Mario Ceja

23
24 **DEFENDANT**

25
26 Dated: August 31, 2021

John M. Bonino

27 By: John M. Bonino
28 Title: Chief Legal Officer

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JUSTICE LAW CORPORATION


DATED: 8/27/21

By 

Douglas Han
Shunt Tatavos-Gharajeh
Jason Rothman
Attorneys for Plaintiff Mario Ceja and all
others similarly situated

GORDON REES SCULLY MANSUKHANI,
LLP

DATED: 9/1/21

By 

Craig D. Nickerson
Travis-Kai Jang Busby
Attorneys for Defendant, Silvergate Bank

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Mario Ceja v. Silvergate Bank, et al.

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement.

By order of the Superior Court of California for the County of San Diego (the "Court" or "San Diego County Superior Court"), you are notified that: preliminary approval of a class action settlement reached between Mario Ceja ("Plaintiff") and Defendant Silvergate Bank ("Defendant") (Plaintiff and Defendant are collectively referred to herein as the "Parties"), was granted on [Preliminary Approval Date], in the case entitled *Mario Ceja v. Silvergate Bank, et al*, San Diego County Superior Court Case No. 37-2020-00016207-CU-OE-CTL, which may affect your legal rights.

If you are a Class Member (or member of the Class), you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from the settlement (in which case you will not receive payment under the settlement), object to the settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

I. IMPORTANT DEFINITIONS

"Class Member" means all current and former hourly-paid non-exempt employees of Defendant (excluding those employees who have already signed severance agreements) who worked for Defendant Silvergate Bank, within the State of California from May 26, 2016 through June 30, 2021.

"Class Member" means a member of the Class.

"Class Period" means the time period from May 26, 2016 to the date of Preliminary Approval, or June 30, 2021, whichever comes first.

"PAGA Members" means all Class Members who worked for Defendants any time during the PAGA Period. PAGA Employees cannot request to be excluded from the PAGA portion of the settlement and will receive an Individual PAGA Payment even if they submit a request to be excluded.

"PAGA Period" means the period from April 29, 2020 through June 30, 2021.

II. BACKGROUND OF THE ACTION

On May 26, 2020, Plaintiff Mario Ceja filed a putative Class Action Complaint in San Diego County Superior Court (Case No. 37-2020-00016207-CU-OE-CTL) alleging the following allegations pursuant to Violation of Business & Professions Code § 17200 *et seq.*: (1) Failure to Pay Wages and Overtime under Labor Code § 510, (2) Meal Period Liability under Labor Code § 226.7, (3) Rest-Break Liability under Labor Code § 226.7, (4) Failure to Pay Minimum Wages; and (5) Failure to Reimburse Necessary Business Expenses § 2802.

On April 29, 2021, Plaintiff submitted a letter to the Labor Workforce Development Agency ("LWDA"), on behalf of the Private Attorney Generals Act ("PAGA"), and served Defendant. The LWDA did not express an interest in investigating Plaintiff's claims within the 65-day period. Therefore, on [REDACTED], Plaintiff filed a first amended complaint adding the following causes of action: (1) PAGA, (2) Violation of Labor Code § 226(a), and (3) Violation of Labor Code § 203,

Plaintiff alleged that Defendant violated the California Labor Code and California Business and Professions Code with respect to himself and the Class Members by, *inter alia*, failing to properly pay for all hours worked, failing to provide

timely meal and rest breaks or one hour of premium pay in lieu thereof, for failing to reimburse all necessary business expenditures, failing to provide accurate wage statements, and associated waiting time penalties thereby engaging in unfair business practices and owing penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA”).

Defendant denies all the allegations in the Action or that it violated any law, and contends that at all times it has fully complied with all applicable federal, state, and local laws. Defendant further contends that it paid employees for all time worked, accurately recorded all hours worked, enforced California compliant meal and rest periods or provided one hour of premium pay in lieu thereof, and reimbursed any employees for any business expenses which they paid or incurred. It is Defendant’s position that, if litigation continued, class certification would be denied on all claims and/or the claims would be subject to motions for summary adjudication and/or summary judgment. Defendant contends that the theories put forth by the Plaintiff in the Action are contrary to the facts and that the PAGA claim lacks merit. Defendant further contends that the Plaintiff is not an adequate class representative, his claims are not typical of the Class Members; and individual issues predominate over common ones.

On March 25, 2021, the Parties participated in one full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action Settlement (“Settlement” or “Settlement Agreement”).

On [Preliminary Approval Date], the Court entered an order preliminarily approving the Settlement. The Court has appointed [redacted] as the administrator of the settlement (“Settlement Administrator”), Plaintiff as representative of the Class (“Class Representative”), and the following law firm as counsel for the Class (“Class Counsel”):

Douglas Han
Shunt Tatavos-Gharajeh
Justice Law Corporation
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103

The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the settlement is fair, reasonable and adequate, and that the settlement is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total Maximum Settlement Amount is Three Hundred and Ninety Thousand Dollars and Zero Cents (\$390,000.00) (the “Maximum Settlement Amount”). The portion of the Maximum Settlement Amount that is available for payment to Class Members who do not timely and validly request exclusion from the settlement (“Participating Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees in the amount of up to \$136,500.00 and reimbursement of litigation costs and expenses in the amount of up to \$ [redacted].00 to Class Counsel (“Attorneys’ Fees and Costs”); (2) service award to Plaintiff Mario Ceja in the amount of up to \$10,000.00 (“Service Payment”); (3) fees and expenses of administration of the Settlement to the Settlement Administrator in an amount not to exceed \$ [redacted].00 (“Settlement Administration Costs”); and (4) the seventy-five percent (75%) share of PAGA Penalties (“LWDA Payment”) in the amount of \$20,000.00 to the California Labor and Workforce Development Agency (“LWDA”).

Participating Class Members will be entitled to receive payment under the settlement of their share of the Net Settlement Amount (“Individual Settlement Amount”) based on the numbers of workweeks worked by the Class Members as non-exempt employees for Defendant from May 26, 2016 to June 30, 2021, in the State of California (“Workweeks”). Workweeks were calculated based on the start and end dates of each Class Member’s employment during the Class Period and dividing by seven.

Individual Settlement Amounts will be calculated using the following formula: each Participating Class Member's individual Workweeks will be divided by the total aggregate Workweeks of all Participating Class Members to derive his or her Payment Ratio Fraction. Each Participating Class Member's Payment Ratio Fraction will be multiplied by the Net Settlement Amount to determine the Individual Settlement Amount.

Each Individual Settlement Amount will be allocated as twenty percent (20%) wages (which will be reported on an IRS Form W2), and eighty percent (80%) penalties and interest (which will be reported on an IRS Form 1099, if applicable). Each Individual Settlement Amount will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Amount, resulting in a net payment to the Settlement Class Member referred to as the "Individual Settlement Payment."

If the Court grants final approval of the settlement, Individual Settlement Payments will be mailed to Participating Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment to which you may be entitled to.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's payroll records:

From May 26, 2016 to June 30, 2021, you worked [REDACTED] Workweeks at Silvergate Bank.

A description of how Workweeks were calculated and credited to Class Members is described above in Section III.A. If you wish to dispute the Workweeks credited to you, you may submit such dispute (a "Workweeks Dispute") in writing to the Settlement Administrator. The written dispute must: (a) contain your full name, address, telephone number, the last four digits of your Social Security Number, and signature; (b) contain the case name and number of the action (*Mario Ceja v Silvergate Bank, et al.*, San Diego County Superior Court Case No. 37-2020-00016207-CU-OE-CTL); (c) contain a clear statement indicating that you dispute the number of Workweeks credited to you; (d) documentation that supports your belief that you should be credited with a different number of Workweeks; and (e) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked and mailed **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Amount

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you.

Your Individual Settlement Amount is estimated to be \$ [REDACTED].

The Individual Settlement Amount is subject to reduction for employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Amount and will only be distributed if the Court approves the settlement and after the settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Amount reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Your Estimated PAGA Payment (if applicable)

PAGA Members will receive a pro rata share of \$5,000 (which is 25% of the PAGA Payment) based on their number of Pay Periods during the PAGA Period. Specifically, the \$5,000 will be divided by the total of all Pay Periods worked by all PAGA Employees during the PAGA Period in order to establish the value of each Pay Period worked. The PAGA Payment of each PAGA Member will be calculated by multiplying the value of a Pay Period by the number of Pay Periods worked by the PAGA Member during the PAGA Period.

PAGA Payments will be allocated as one hundred percent (100%) penalties (which will be reported on IRS Form 1099).

E. Released Claims

Upon the Effective Date, each of the Participating Class Members (including the Class Representative) will be deemed to have, and by operation of the Judgment will have fully, finally, and forever released, relinquished and discharged Defendant and the Released Parties from any and all Released Claims.

“Released Claims” with respect to the participating Class Members (other than Plaintiff) means wage and hour claims, rights, demands, liabilities and causes of action, whether known or unknown, arising during the Class Period, that were asserted or could have been asserted based on the factual allegations made in the Action against Defendants, including without limitations, the following categories: (a) any and all claims involving any alleged failure to pay minimum wage; (b) any and all claims involving any alleged failure to pay employees for all hours worked, including but not limited to any claim for minimum, straight time, or overtime wages; (c) any and all claims involving any alleged failure to pay overtime wages; (d) any and all claims arising under state law involving any alleged failure to properly provide meal periods and/or authorize and permit rest periods, to pay premiums for missed, late, short or interrupted meal and/or rest periods, or to pay such premiums as required by Labor Code section 226.7; (e) any and all claims arising under state law involving any alleged failure to properly provide meal periods and/or authorize and permit rest periods, to pay premiums for missed, late, short or interrupted meal and/or rest periods, or to pay such premiums as required by Labor Code section 226.7; (f) any and all claims involving any alleged failure to keep accurate records or to issue proper wage statements to employees; (g) any and all claims involving any alleged failure to timely pay wages, including but not limited to any claim that Defendants violated Labor Code sections 201, 202, or 204, and any claim for waiting time penalties under Labor Code section 203; (h) any and all claims for failure to reimburse business expenses under Labor Code section 2802; (i) any and all claims for unfair business practices in violation of Business and Professions Code sections 17200, et seq.; and (j) any and all penalties pursuant to the Private Attorneys General Act ("PAGA") of 2004 arising out of any or all of the aforementioned claims..

“Released Parties” means Defendant Silvergate Bank., and each of its parent companies, subsidiaries, affiliates, current and former management companies, shareholders, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns.

F. PAGA Release

“PAGA Release” means PAGA Members will release and discharge the Released Parties from civil penalties under California Labor Code Private Attorneys General Act of 2004 as asserted in the operative complaint that arose during the PAGA Period premised on the facts, claims, causes of action or legal theories that were asserted in the operative complaint and disclosed in the LWDA letter including: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Meal Periods and Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Failure to Provide Rest Periods and Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); and (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records).

If you are a PAGA Member and if the Court approves the Settlement, then whether or not you exclude yourself from the Settlement, you will receive a PAGA Payment and you will no longer be able to seek penalties pursuant to the California Labor Code Private Attorneys General Act based on the PAGA Release.

G. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to 35% of the Maximum Settlement Amount (i.e., an amount of up to \$136,500.00) and reimbursement of litigation costs and expenses in an amount of up to [REDACTED] Dollars (\$ [REDACTED],000.00), to be paid from the Maximum Settlement Amount, subject to approval by the Court. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

H. Service Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000.00) as a Service Payment in recognition of his services in connection with the Action. The Service Payment will be paid from the Maximum Settlement Amount subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment that he is entitled to under the settlement.

I. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated and agreed to not exceed [redacted] Dollars (\$ [redacted]00.00) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the settlement, processing Requests for Exclusion, Workweeks Disputes, and objections, calculating Individual Settlement Payments, and distributing payments and tax forms under the settlement, and shall be paid from the Maximum Settlement Amount subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to receive your Individual Settlement Payment from the settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Payment in the form of a check unless you decide to exclude yourself from the settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Claims against the Released Parties as described in Section III.D and III.E above. You will have 120 days to cash the check. If you do not cash the check, the money will be distributed to the State Controller's Unclaimed Property Fund, but you will still be deemed to have released your claims. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses. If you are a PAGA Member, the PAGA Release will be effective regardless of whether you exclude yourself from the Settlement.

B. Request Exclusion from the Settlement

If you do not wish to participate in the settlement, you may seek exclusion from the settlement by submitting a written request to be excluded from the settlement ("Request for Exclusion") to the Settlement Administrator at the following address:

[Settlement Administrator]
[Address]

A request for exclusion must: (a) contain your full name, address, the last 4 digits of Social Security Number, and signature; (b) contain the case name and number of the Action (*Mario Ceja v Silvergate Bank, et al.*, San Diego County Superior Court Case No. 37-2020-00016207-CU-OE-CTL); (c) contain a statement indicating that you intend to be excluded from the settlement; and (4) be mailed to the Settlement Administrator at the address listed above, postmarked **no later than [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive any payment from the settlement, will not be bound by the settlement (and the release of Released Claims stated in Section III.D above), and will have no right to object to, appeal, or comment on the settlement. Any Class Members who do not submit a timely and valid Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the settlement, including those pertaining to the release of Released Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

If you are a PAGA Member, the PAGA Release will be effective regardless of whether you exclude yourself from the Settlement.

C. Object to the Settlement

You can object to the terms of the settlement as long as you have not submitted a Request for Exclusion.

To object, you must do so by way of a written objection that: (a) contains your full name, dates of employment as a non-exempt or hourly-paid employee of Defendant in California, the last 4 digits of your Social Security Number, and signature; (b) contains the case name *Mario Ceja v Silvergate Bank, et al.*, San Diego County Superior Court Case No. 37-2020-00016207-CU-OE-CTL); (c) all legal and factual bases for the objection to the Settlement; (d) whether you intend to appear at the Final Approval Hearing; (e) whether you are represented by legal counsel, and if so, identify the legal counsel and their address; and (f) is mailed to the Settlement Administrator and postmarked **no later than [Response Deadline]**.

You may also, if you wish, appear at the Final Approval Hearing in Department C-65 of San Diego County Superior Court at 330 West Broadway, San Diego, California 92101, on [Final Approval Hearing Date], at [Time] and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department C-65 of San Diego County Superior Court at 330 West Broadway, San Diego, California 92101, on [Final Approval Hearing Date], at [Time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the attorneys' fees and costs to Class Counsel, Service Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator should be awarded.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action at the clerk's office of the San Diego County Superior Court Courthouse, located at 330 West Broadway, San Diego, California 92101, during business hours. Please visit the Court's website at sdcourt.ca.gov for further information. The Settlement Agreement will also be available on the Settlement Administrator's website specific to the case the address for which is [www._____].

PLEASE DO NOT TELEPHONE THE SAN DIEGO SUPERIOR COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

THE DEADLINE FOR SUBMITTING ANY DISPUTES, REQUESTS FOR EXCLUSION, OR OBJECTIONS IS <<RESPONSE DEADLINE>>. THESE DEADLINES WILL BE STRICTLY ENFORCED.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.