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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

TERESA ZAPATA, individually, and on behalf
of other members of the general public similarly
situated,

Plaintiff,

vs.

KEYPOINT CREDIT UNION, a California
state chartered credit union; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 21CV375646

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

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

2 This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement
3 Agreement”) is made and entered into by and between Plaintiff Teresa Zapata (“Plaintiff” or “Class
4 Representative”), as an individual and on behalf of all others similarly situated, and Defendant KeyPoint
5 Credit Union (“Defendant”) (collectively with Plaintiff, the “Parties”).

6 **DEFINITIONS**

7 The following definitions are applicable to this Settlement Agreement. Definitions contained
8 elsewhere in this Settlement Agreement will also be effective:

- 9 1. “Action” means *Zapata v. Key Point Credit Union*, No. 21CV375646 (Santa Clara
10 County Superior Court).
- 11 2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
12 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket
13 costs incurred and to be incurred by Class Counsel in the Action, including but not limited to
14 expert/consultant fees, investigation costs, and costs associated with documenting the Settlement,
15 providing any notices required as part of the Settlement or Court order, securing the Court’s approval of
16 the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action.
17 Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement
18 Amount, or One Hundred Sixty Six Thousand Six Hundred Sixty Seven Dollars (\$166,667). The
19 Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and
20 expenses associated with Class Counsel’s litigation and settlement of the Action, up to Twenty Thousand
21 Dollars (\$20,000), subject to the Court’s approval. Defendant have agreed not to oppose Class Counsel’s
22 request for fees and reimbursement of costs as set forth above.
- 23 3. “Class Counsel” means Capstone Law APC.
- 24 4. “Class List” means a complete list of all Class Members that Defendant will diligently
25 and in good faith compile from their records and provide to the Settlement Administrator and Class
26 Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List
27 will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most
28 recent mailing address and telephone number; Social Security number; dates of employment; the

1 respective number of Workweeks that each Class Member worked during the Class Period and PAGA
2 Period; and any other relevant information needed to calculate settlement payments.

3 5. “Class Member(s)” or “Settlement Class” means all persons who worked for Defendant
4 as non-exempt, hourly employees in California at any time from January 27, 2017 through the earlier of
5 Preliminary Approval or October 4, 2022.

6 6. “Class Period” means the period from January 27, 2017 through the earlier of
7 Preliminary Approval or October 4, 2022.

8 7. “Class Representative Enhancement Payment” means the amount to be paid to Plaintiff
9 in recognition of her effort and work in prosecuting the Action on behalf of Class Members. Subject to
10 the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and
11 all appeals, Plaintiff will request Court approval of a Class Representative Enhancement Payment of up
12 to Five Thousand Dollars (\$5,000).

13 8. “Court” means the Santa Clara County Superior Court.

14 9. “Defendant” means Defendant KeyPoint Credit Union.

15 10. “Effective Date” means the later of: (i) if no timely objections are filed, or are withdrawn
16 prior to Final Approval, then the date of Final Approval; or (ii) if a Class Member files an objection to
17 the Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of Final
18 Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an
19 objector, then the Effective Date will be the date of final resolution of that appeal (including any requests
20 for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

21 11. “Final Approval” means the date on which the Court enters an order granting final
22 approval of the Settlement Agreement.

23 12. “General Release Payment” means the amount to be paid to Plaintiff in consideration for
24 a general release of all claims she may have against Defendant and the Released Parties arising out of her
25 employment with Defendant. Subject to the Court granting final approval of this Settlement Agreement
26 and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a General
27 Release Payment of up to Five Thousand Dollars (\$5,000).

28 13. “Gross Settlement Amount” means the Gross Settlement Amount of Five Hundred

1 Thousand Dollars (\$500,000), to be paid by Defendant in full satisfaction of all Released Class Claims
2 and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys' Fees and
3 Costs, Class Representative Enhancement Payment, General Release Payment, the PAGA Settlement
4 Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by
5 Plaintiff and Defendant based on the aggregation of the agreed-upon settlement value of individual
6 claims. In no event will Defendant be liable for more than the Gross Settlement Amount except as
7 otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to
8 Defendant. Defendant will be separately responsible for any employer payroll taxes required by law,
9 including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross
10 Settlement Amount.

11 14. "Individual Settlement Payment" means each Participating Class Member's and PAGA
12 Member's respective shares of the Net Settlement Fund and PAGA Fund.

13 15. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining
14 after deducting the Attorneys' Fees and Costs, Class Representative Enhancement Payment, General
15 Release Payment, the PAGA Settlement Amount, and Settlement Administration Costs. The Net
16 Settlement Fund will be distributed to Participating Class Members. There will be no reversion of the
17 Net Settlement Fund to Defendant.

18 16. "Notice of Objection" means a Class Member's valid and timely written objection to the
19 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector's full
20 name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection
21 accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other
22 documents upon which the objection is based; and (iv) a statement whether the objector intends to appear
23 at the final fairness hearing.

24 17. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form
25 attached as Exhibit A.

26 18. "PAGA Members" means all persons who worked for Defendant as non-exempt, hourly
27 employees in California at any time from February 4, 2020 through the earlier of Preliminary Approval
28 or October 4, 2022.

1 19. “PAGA Period” means the period from February 4, 2020 through the earlier of
2 Preliminary Approval or October 4, 2022.

3 20. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to
4 the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with
5 Plaintiff’s claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
6 *et seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that Twenty Thousand Dollars
7 (\$20,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to
8 PAGA, Seventy-Five Percent (75%), or Fifteen Thousand Dollars (\$15,000), of the PAGA Settlement
9 Amount will be paid to the California Labor and Workforce Development Agency (“Labor and
10 Workforce Development Agency Payment”), and Twenty-Five Percent (25%), or Five Thousand
11 Dollars (\$5,000) (“PAGA Fund”), of the PAGA Settlement will be disbursed to PAGA Members, and
12 regardless whether they request to be excluded from the Settlement Class.

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

14 22. “Participating Class Members” means all Class Members who do not submit timely and
15 valid Requests for Exclusion.

16 23. “Plaintiff” means Plaintiff Teresa Zapata.

17 24. “Preliminary Approval” means the date on which the Court enters an order granting
18 preliminary approval of the Settlement Agreement.

19 25. “Released Class Claims” means all claims, rights, demands, liabilities, and causes of
20 action, reasonably arising from, or related to, the same set of operative facts as those set forth in the
21 operative complaint during the Class Period, including: (i) all claims for unpaid overtime; (ii) all claims
22 for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the
23 failure to timely pay wages upon termination based on the preceding claims; (v) all claims for the failure
24 to pay vested vacation time and paid time off upon termination; (vi) all claims for the failure to reimburse
25 for necessary business expense; (vii) all claims for the failure to timely pay wages during employment
26 based on the preceding claims; (viii) all claims for wage statement violations based on the preceding
27 claims; and (ix) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*

28 26. “Released PAGA Claims” means all claims for civil penalties under California Labor

1 Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the facts
2 alleged in Plaintiff's LWDA letter during the PAGA Period.

3 27. "Released Parties" means Defendant, their past or present officers, directors,
4 shareholders, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and
5 reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and
6 attorneys, if any.

7 28. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a
8 request to be excluded from the Settlement Class. The Request for Exclusion must: (i) set forth the name,
9 address, telephone number and last four digits of the Social Security Number of the Class Member
10 requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement
11 Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement;
12 and (v) be faxed or postmarked on or before the Response Deadline.

13 29. "Response Deadline" means the deadline by which Class Members must postmark or
14 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the
15 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
16 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
17 the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a
18 Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which
19 the U.S. Postal Service is open.

20 30. "Settlement Administration Costs" means the costs payable from the Gross Settlement
21 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
22 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross
23 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
24 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,
25 any such costs in excess of the amount represented by the Settlement Administrator as being the
26 maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of
27 approximately 200 Class Members, the Settlement Administration Costs are currently estimated to be
28 Ten Thousand Dollars (\$10,000).

1 application or motion for a Class Representative Enhancement Payment of up to Five Thousand Dollars
2 (\$5,000). The Class Representative Enhancement Payment will be paid from the Gross Settlement
3 Amount and will be in addition to Plaintiff's Individual Settlement Payment and General Release
4 Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and
5 all applicable taxes on the Class Representative Enhancement Payment. Plaintiff understands and agrees
6 that this Settlement Agreement shall remain in full force and effect even if the full amount of Class
7 Representative Enhancement Payment sought by Plaintiff is not ultimately awarded by the Court.

8 36. General Release Payment. For a general release of all claims arising out of her
9 employment, Defendant agree not to oppose or impede any application or motion for a General Release
10 Payment of up to Five Thousand Dollars (\$5,000). The General Release Payment will be paid from the
11 Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment and Class
12 Representative Enhancement Payment. Plaintiff will be solely and legally responsible to pay any and all
13 applicable taxes on the General Release Payment. Plaintiff understands and agrees that this Settlement
14 Agreement shall remain in full force and effect even if the full amount of General Release Payment is
15 not ultimately awarded by the Court.

16 37. Settlement Administration Costs. The Settlement Administrator will be paid for the
17 reasonable costs of administration of the Settlement and distribution of payments from the Gross
18 Settlement Amount, which is currently estimated to be Ten Thousand Dollars (\$10,000). These costs,
19 which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting
20 on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice
21 Packets, calculating and distributing the Gross Settlement Amount, and providing necessary reports and
22 declarations.

23 38. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
24 of Twenty Thousand Dollars (\$20,000) from the Gross Settlement Amount will be designated for
25 satisfaction of Plaintiff's PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Fifteen
26 Thousand Dollars (\$15,000), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or
27 Five Thousand Dollars (\$5,000), will be paid to PAGA Members in proportion to the number of
28 Workweeks worked during the PAGA Period.

1 39. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement
2 resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private
3 Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA
4 Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and
5 all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA
6 Member has the right to object to the PAGA Settlement Amount.

7 40. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating
8 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

9 41. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No
10 portion of the PAGA Fund will revert to or be retained by Defendant.

11 42. Individual Settlement Payment Calculations. Individual Settlement Payments will be
12 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of
13 Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of
14 Individual Settlement Payments will be made as follows:

15 42(a) Payments from the Net Settlement Fund. Defendant will calculate the total
16 number of Workweeks worked by each Class Member during the Class
17 Period and the aggregate total number of Workweeks worked by all Class
18 Members during the Class Period. To determine each Class Member's
19 estimated "Individual Settlement Payment" from the Net Settlement Fund,
20 the Settlement Administrator will use the following formula: The Net
21 Settlement Fund will be divided by the aggregate total number of
22 Workweeks, resulting in the "Workweek Value." Each Class Member's
23 "Individual Settlement Payment" will be calculated by multiplying each
24 individual Class Member's total number of Workweeks by the Workweek
25 Value. The Individual Settlement Payment will be reduced by any required
26 deductions for each Participating Class Member as specifically set forth
27 herein, including employee-side tax withholdings or deductions. The entire
28 Net Settlement Fund will be disbursed to all Class Members who do not

1 submit timely and valid Requests for Exclusion. If there are any valid and
2 timely Requests for Exclusion, the Settlement Administrator shall
3 proportionately increase the Individual Settlement Payment for each
4 Participating Class Member according to the number of Workweeks
5 worked, so that the amount actually distributed to the Settlement Class
6 equals 100% of the Net Settlement Fund.

7 42(b) Payments from the PAGA Fund. Defendant will calculate the total number
8 of Workweeks worked by each PAGA Member during the PAGA Period
9 and the aggregate total number of Workweeks worked by all PAGA
10 Members during the PAGA Period. To determine each PAGA Member's
11 estimated "Individual Settlement Payment," the Settlement Administrator
12 will use the following formula: The PAGA Fund will be divided by the
13 aggregate total number of Workweeks, resulting in the "PAGA Workweek
14 Value." Each PAGA Member's "Individual Settlement Payment" will be
15 calculated by multiplying each individual PAGA Member's total number of
16 Workweeks by the PAGA Workweek Value. The entire PAGA Fund will
17 be disbursed to all PAGA Members.

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

25 44. Administration Process. The Parties agree to cooperate in the administration of the
26 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
27 administration of the Settlement.

28 45. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,

1 Defendant will provide the Class List to the Settlement Administrator and to Class Counsel.

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

6 47. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
7 Administrator will perform a search based on the National Change of Address Database for information
8 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
9 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
10 via 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 Packet. If no forwarding address is
12 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
13 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
14 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed
15 Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar
16 days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an
17 objection to the Settlement.

18 48. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
19 will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's
20 principal terms; (iii) the Settlement Class and PAGA Member definitions; (iv) the total number of
21 Workweeks each respective Class Member and PAGA Member worked for Defendant during the Class
22 Period and PAGA Period; (v) each Class Member's and PAGA Member's estimated Individual
23 Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the dates which
24 comprise the Class Period and PAGA Period; (vii) instructions on how to submit Requests for Exclusion
25 or Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request
26 for Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

27 49. Disputed Information on Notice Packets. Class Members will have an opportunity to
28 dispute the information provided in their Notice Packets. To the extent Class Members dispute their

1 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
2 Settlement Administrator showing that such information is inaccurate. Defendants' records will be
3 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
4 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline,
5 and will be decided within ten (10) business days after the Response Deadline.

6 50. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
7 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
8 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
9 receiving the defective submission to advise the Class Member that his or her submission is defective
10 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
11 until (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter,
12 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for
13 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

14 51. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
15 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
16 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
17 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
18 for Exclusion has been timely submitted.

19 52. Escalator. This Settlement is entered based on Defendant's representation that there are
20 Twenty-Two Thousand Two Hundred Forty-Seven (22,247) Workweeks at issue as of July 1, 2022. If
21 the number of Workweeks worked during the Class Period is greater than Twenty-Four Thousand Four
22 Hundred Seventy-Two (24,472), then Defendant will proportionally increase the Gross Settlement
23 Amount according to the following formula: Total Number of Workweeks ÷ 24,472 Workweeks ×
24 \$500,000.

25 53. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
26 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
27 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class
28 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the

1 Settlement.

2 54. Releases by Participating Class Members. Upon the Funding Date, and except as to such
3 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
4 together and individually, on their behalf and on behalf of their respective heirs, executors,
5 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
6 Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

7 55. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
8 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,
9 on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys,
10 shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the
11 Released PAGA Claims during the PAGA Period.

12 56. Objection Procedures. To object to the Settlement Agreement, a Class Member may
13 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
14 Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by
15 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be
16 deemed to have waived all objections to the Settlement and will be foreclosed from making any
17 objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the
18 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
19 objections to the Settlement Agreement or appeal from the final approval order and judgment. Class
20 Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a
21 Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for
22 Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the
23 Class Member shall not participate in or be bound by the Settlement.

24 57. Certification Reports Regarding Individual Settlement Payment Calculations. The
25 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that
26 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
27 the Settlement, and whether any Class Member has submitted a challenge to any information contained
28 in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties

1 any updated reports regarding the administration of the Settlement Agreement as needed or requested.

2 58. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
3 of the Funding Date, the Settlement Administrator will issue payments to: (i) Participating Class
4 Members and PAGA Members; (ii) the Labor and Workforce Development Agency; (iii) Plaintiff; and
5 (iv) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved
6 services performed in connection with the Settlement.

7 59. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
8 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
9 more than one hundred and eighty (180) calendar days after issuance will be tendered to the California
10 State Controller's Office for deposit into the California Unclaimed Property Fund.

11 60. Certification of Completion. Upon completion of administration of the Settlement, the
12 Settlement Administrator will provide a written declaration under oath to certify such completion to the
13 Court and counsel for all Parties.

14 61. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
15 be allocated as follows: (i) Twenty Percent (20%) of each Individual Settlement Payment will be
16 allocated as wages for which IRS Forms W-2 will be issued; and (ii) Eighty (80%) will be allocated as
17 non-wages for which IRS Forms 1099-MISC will be issued.

18 62. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
19 will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class
20 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
21 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
22 and penalties to the appropriate government authorities.

23 63. Tax Liability. Defendant make no representation as to the tax treatment or legal effect of
24 the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any
25 statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard.

26 64. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
27 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
28 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")

1 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
2 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
3 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
4 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
5 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
6 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
7 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
8 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
9 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
10 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
11 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
12 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
13 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
14 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
15 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
16 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
17 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
18 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
19 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
20 AGREEMENT.

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

25 66. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
26 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
27 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
28 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will

1 likewise be treated as void from the beginning. Additionally, in the event that more than 10% of the
2 Class Members request exclusion from the settlement, Defendant shall have the right to terminate and
3 void this Settlement Agreement; however, Defendant must notify Class Counsel of its intention to nullify
4 the settlement within thirty (30) calendar days after the expiration of the Response Deadline and pay for
5 all Settlement Administrator costs incurred.

6 67. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
7 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order
8 for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary
9 approval of the proposed Settlement Agreement, (iii) setting a date for a final fairness hearing. The
10 Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as
11 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this
12 Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed
13 Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting
14 all documents necessary to obtain preliminary approval.

15 68. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
16 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
17 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
18 Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii)
19 the Class Representative Enhancement Payment and General Release Payment; (iii) Individual
20 Settlement Payments; (iv) the Labor and Workforce Development Agency Payment; (v) all Settlement
21 Administration Costs. The final fairness hearing will not be held earlier than thirty (30) calendar days
22 after the Response Deadline. Class Counsel will be responsible for drafting all documents necessary to
23 obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs
24 application to be heard at the final approval hearing.

25 69. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
26 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
27 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
28 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement

1 administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or
2 as set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement
3 Administrator's website.

4 70. Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by
5 all Participating Class Members, Plaintiff will release and forever discharge the Released Parties, to the
6 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not
7 asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this
8 Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the
9 California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly waives
10 any and all rights and benefits conferred upon her by the provisions of Section 1542 of the California
11 Civil Code or similar provisions of applicable law which are as follows:

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

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

21 72. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
22 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
23 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
24 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
25 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
26 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
27 contradict the terms of this Settlement Agreement.

28 73. Amendment or Modification. No amendment, change, or modification to this Settlement

1 Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

2 74. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
3 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
4 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
5 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
6 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
7 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
8 reach agreement on the form or content of any document needed to implement the Settlement, or on any
9 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
10 may seek the assistance of the Court to resolve such disagreement.

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

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

15 77. Execution and Counterparts. This Settlement Agreement is subject only to the execution
16 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
17 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
18 copies of the signature page, will be deemed to be one and the same instrument.

19 78. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
20 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
21 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
22 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
23 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
24 fairness and reasonableness of this Settlement.

25 79. Invalidity of Any Provision. Before declaring any provision of this Settlement
26 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
27 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
28 valid and enforceable.

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

5 81. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
6 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
7 approved, the stipulation to certification will be void. The Parties further agree that certification for
8 purposes of the Settlement is not an admission that class action certification is proper under the standards
9 applied to contested certification motions and that this Settlement Agreement will not be admissible in
10 this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendant
11 are liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

12 82. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
13 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
14 entering into this Settlement, Defendant do not admit, and specifically deny, that it violated any federal,
15 state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other
16 applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty;
17 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to
18 their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
19 negotiations connected with it, will be construed as an admission or concession by Defendant of any
20 such violations or failures to comply with any applicable law. Except as necessary in a proceeding to
21 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
22 offered or received as evidence in any action or proceeding to establish any liability or admission on the
23 part of Defendant or to establish the existence of any condition constituting a violation of, or a non-
24 compliance with, federal, state, local or other applicable law.

25 83. No Public Comment: The Parties and their counsel agree that they will not issue any
26 press releases, initiate any contact with the press, respond to any press inquiry, or have any
27 communication with the press about the fact, amount or terms of the Settlement.

28 84. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement

1 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
2 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

3 85. Enforcement Actions. In the event that one or more of the Parties institutes any legal
4 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
5 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
6 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
7 expert witness fees incurred in connection with any enforcement actions.

8 86. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
9 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
10 more strictly against one party than another merely by virtue of the fact that it may have been prepared
11 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
12 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

13 87. Representation By Counsel. The Parties acknowledge that they have been represented
14 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
15 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
16 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

19 89. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
20 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
21 Settlement Agreement.

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

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 8/31/2022

DocuSigned by:
Teresa Zapata
2DE8F7FE64434C1...
Teresa Zapata

DEFENDANT KEYPOINT CREDIT UNION

Dated: 11/4/2022

DocuSigned by:
Brad Canfield
850F79D425477F
T. Bradford Canfield

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: 8/31/2022

By: *Raul Perez*
Raul Perez
Attorneys for Plaintiff Teresa Zapata

LEWIS BRISBOIS BISGAARD & SMITH LLP

Dated: 11/4/2022

By: *Derek Sachs*
Derek Sachs
Attorneys for Defendant KeyPoint Credit Union

Exhibit A

Zapata v. Key Point Credit Union, No. 21CV375646
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SANTA CLARA
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who worked for Defendant KeyPoint Credit Union (“Defendant”) as non-exempt, hourly employees in California at any time from January 27, 2017 through **October 4, 2022** (“Class Members”).

All persons who worked for Defendant as non-exempt, hourly employees in California at any time from February 4, 2020 through **October 4, 2022** (“PAGA Members”).

On _____, the Honorable Sunil R. Kulkarni of the Santa Clara County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _:00 _m. on _____, 2023 in Courtroom 8 of the Santa Clara County Superior Court located at 191 North First Street, San Jose, California 95113.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

Summary of the Litigation

Plaintiff Teresa Zapata, on her behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) reimburse employees for necessary business expenses; (4) pay vested vacation time and paid time off upon termination; (5) timely pay all wages owed to employees during each pay period and upon termination of their employment; and (6) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On July 6, 2022, the parties participated in a mediation with Mr. Louis Marlin, Esq., an experienced and well-respected class action mediator. With Mr. Marlin’s guidance, the parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Capstone Law APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or

claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$500,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of \$5,000 to Teresa Zapata for her services on behalf of the class, and a separate payment of \$5,000 for a release of all claims arising out of her employment with Defendant; (3) \$166,667 in attorneys' fees and up to \$20,000 in litigation costs and expenses; (4) a \$20,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$15,000 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$5,000 payment ("PAGA Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$10,000. After deducting the above payments, a total of approximately \$_____ will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$5,000 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from January 27, 2017 through October 4, 2022 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendants' records, you worked during the Class Period in a non-exempt position for a total of _____ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$_____.

Payments from PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member from February 4, 2020 through October 4, 2022 ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual Participating PAGA Member's total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he or she submits a valid Request for Exclusion.

According to Defendants' records, you worked during the PAGA Period in a non-exempt position for a total of _____ Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$_____.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$_____. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

4870-5585-7707.1 **Questions? Contact the Settlement Administrator toll free at 1-***-***-******

c/o _____
Fax No. _____

If you dispute the information stated above, Defendants' records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims and Released PAGA Claims:

Released Class Claims: All claims, rights, demands, liabilities, and causes of action, reasonably arising from, or related to, the same set of operative facts as those set forth in the operative complaint during the Class Period, including: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination based on the preceding claims; (v) all claims for the failure to pay vested vacation time and paid time off upon termination; (vi) all claims for the failure to reimburse for necessary business expense; (vii) all claims for the failure to timely pay wages during employment based on the preceding claims; (viii) all claims for wage statement violations based on the preceding claims; and (ix) all claims asserted through California Business & Professions Code §§ 17200, et seq.

Released PAGA Claims: All claims for civil penalties under California Labor Code §§ 2698, et seq., that were brought or could reasonably have been brought based on the facts alleged in Plaintiff's LWDA letter during the PAGA Period.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or faxed not later than _____, 2023. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2023, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator’s address].

All written objections must be received by the administrator by not later than _____2023. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Santa Clara 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.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: 1 (888) 413-3157

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT’S ATTORNEYS WITH INQUIRIES.