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17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 18 COUNTY OF LOS ANGELES

20 PAULINA VEGA, as an aggrieved employee
 pursuant to the Private Attorneys General Act
 21 (“PAGA”), on behalf of the State of California
 and other aggrieved employees,

22 Plaintiff,

23 vs.

24 JPMORGAN CHASE BANK, N.A., a New
 York corporation; and DOES 1 through 10,
 25 inclusive,

26 Defendant.

Case No. BC698750

UNLIMITED JURISDICTION

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

Hon. Michael Linfield
 Dept. 34

Case Filed: March 21, 2018
 Trial Date: October 17, 2019

1 **I. INTRODUCTION**

2 1. This Joint Stipulation of Class and PAGA Action Settlement and Release
3 (hereinafter “Settlement Agreement”) is made and entered into by and between the following
4 parties: Plaintiff Paulina Vega (“Plaintiff”), individually and on behalf of other members of the
5 general public similarly situated, Defendant JPMorgan Chase Bank, N.A. (“Defendant” or
6 “Chase”) (together, “the Parties”), and their respective counsel of record. This Settlement
7 Agreement is subject to the terms and conditions set forth below and to the approval of the Court.
8 This Settlement Agreement supersedes any and all prior memoranda of understanding and
9 accurately sets forth the Parties’ class action settlement to resolve all claims as detailed below.

10 **II. DEFINITIONS**

11 2. “Action” means the lawsuit entitled *Paulina Vega, et al. v. JPMorgan Chase Bank,*
12 *N.A.*, Case No. BC698750, pending in the Los Angeles County Superior Court.

13 3. “Class” means all employees of Defendant who worked in California during the
14 Class Period in a Class Position.

15 4. “Class Counsel” or “Plaintiff’s Counsel” means Capstone Law APC of Los
16 Angeles, California.

17 5. “Class Member” means each person eligible to participate in this Settlement who
18 is a member of the Class defined above.

19 6. “Class Notice” shall mean the document attached hereto as Exhibit A.

20 7. “Class Period” means the period between November 17, 2016 and August 1, 2019,
21 inclusive.

22 8. “Class Position(s)” means any non-exempt Teller, In-Store Teller, Senior Teller,
23 Lead Teller, Lead Teller Operations Specialist (“LTOS”), LTOS Trainee, Associate Banker, Lead
24 Associate Operations, Personal Banker, Private Client Banker, or Relationship Banker position,
25 or an equivalent position, in California during the Class Period.

26 9. “Class Representative” means Plaintiff Paulina Vega, who has been designated by
27 Plaintiff’s Counsel as the Class Representative for settlement purposes.

28 10. “Complaint” means the Second Amended Complaint in this Action.

- 1 11. “Court” means the Los Angeles County Superior Court.
- 2 12. “Date of Preliminary Approval” means the date the Court approves this Settlement
3 Agreement, and the exhibits thereto, and enters an Order providing for notice to the Class, an
4 opportunity to opt-out of the Class, an opportunity to submit timely objections to the settlement,
5 and setting a hearing for Final Approval of the Settlement, including approval of attorneys’ fees
6 and costs.
- 7 13. “Deficient Opt-Out Form” means a Request for Exclusion that is not signed by the
8 Class Member submitting the Request for Exclusion or cannot be verified by the Settlement
9 Administrator as being an authentic submission by the Class Member.
- 10 14. “Deficient Opt-Out” means a Class Member that has submitted a Deficient Opt-
11 Out Form and has failed to cure its deficiencies within the time required by this agreement.
- 12 15. “Defendants’ Counsel” means Morgan, Lewis & Bockius LLP.
- 13 16. “Final Judgment” means the latest of: (a) the date of final affirmance on an appeal
14 of the Judgment; (b) the date of final dismissal with prejudice of the last pending appeal from the
15 Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of
16 any form of valid appeal from the Judgment. The Parties intend that the Final Approval Order
17 will encompass an order entering Judgment.
- 18 17. “Judgment” means the judgment to be rendered by the Court pursuant to this
19 Stipulation.
- 20 18. “Late Opt-Out Form” means a Request for Exclusion that is submitted to the
21 Settlement Administrator after the end of the Response Deadline.
- 22 19. “Late Opt-Out” means a Class Member that has submitted a Late Opt-Out Form.
- 23 20. “LWDA” means the California Labor and Workforce Development Agency.
- 24 21. “The LWDA PAGA penalty amount” is the 75% share of the \$250,000 allocated
25 from the Maximum Settlement Amount for PAGA penalties that will be paid to the LWDA.
- 26 22. “Maximum Settlement Amount” is the sum of Five Million and Nine Hundred
27 Thousand U.S. Dollars (\$5,900,000), which represents the maximum amount payable in this
28 Settlement by Settling Defendants, and includes all attorneys’ fees, all out-of-pocket litigation

1 costs (including witness fees, investigation expenses, transcripts, etc.), claims administration fees,
2 and incentive payment to the Class Representative. The Maximum Settlement Amount does not
3 include the employer’s share of payroll taxes, which Chase is responsible for.

4 23. “Named Plaintiff” means Plaintiff Paulina Vega.

5 24. “Net Settlement Amount” is the portion of the Maximum Settlement Amount
6 eligible for distribution to all Settlement Class Members. It equals the Maximum Settlement
7 amount less Class Counsel’s attorneys’ fees and actual litigation costs as ordered to be paid by
8 this Court, Settlement Administration Expenses, payment to the LWDA for the settlement of
9 PAGA penalties, Service Enhancement to the Class Representative and the Class Members’ share
10 of payroll taxes.

11 25. “PAGA” shall mean the California Labor Code Private Attorneys General Act,
12 California Labor Code §§ 2698 *et seq.*

13 26. “Parties” means collectively Plaintiff and Defendant herein.

14 27. “Response Deadline” shall mean the period of sixty (60) days following the
15 mailing of the Settlement Documents by the Settlement Administrator. If the 60th day falls on a
16 Sunday or holiday, the Response Deadline shall end on the next business day that is not a Sunday
17 or holiday.

18 28. “Request for Exclusion” and “Opt-Out Form” means a signed request from a
19 Class Member to be excluded from the non-PAGA portions of this Settlement. A copy of the
20 Opt-Out Form to be included with the Settlement Documents is attached as Exhibit B.

21 29. “Service Enhancement” means the incentive payments in an amount not to exceed
22 \$10,000 total to the Class Representative.

23 30. “Settlement Administration Expenses” are those expenses incurred by the
24 Settlement Administrator in effectuating the Settlement.

25 31. “Settlement Administrator” means KCC LLC.

26 32. “Settlement Class Member” means any member of the Settlement Class who does
27 not opt out of the settlement or who opts out but subsequently rescinds the opt-out in a timely
28 manner.

1 33. “Settlement Documents” means the Class Notice (Exhibit A) and the Opt-Out
2 Form (Exhibit B) attached hereto.

3 34. “Settlement Effective Date” means thirty (30) calendar days after entry of the
4 Court’s order granting final approval of the Settlement. If an appeal or motion to intervene if
5 filed, then “Settlement Effective Date” means the date of final resolution of any appeal from the
6 order granting final approval of the Settlement Agreement where the resolution affirms the final
7 approval order and judgment. The Settlement Effective Date cannot occur, and Defendant will
8 not be obligated to fund this Settlement, unless and until there is no possibility of an appeal or
9 further appeal (by anyone who has the right to, or claims to have the ability to, take an appeal)
10 that could potentially prevent this Settlement Agreement from becoming final and binding.

11 35. “Settling Defendants” means Defendant, JPMorgan Chase Bank, N.A., and each of
12 its legally related entities (including, without limitation, its parents and subsidiaries),
13 predecessors, successors, divisions, joint ventures and assigns, and each of these entities’ past or
14 present directors, officers, employees, partners, members, principals, agents, insurers, co-insurers,
15 re-insurers, shareholders, attorneys, trustees, heirs, administrators, executors, and/or personal or
16 legal representatives and/or principals thereof.

17 36. “Stipulation of Settlement” and “Settlement Agreement” shall mean this Joint
18 Stipulation of Settlement and Release.

19 **III. LITIGATION BACKGROUND**

20 37. On March 21, 2018, Plaintiff filed a representative action complaint in Los
21 Angeles County Superior Court, seeking to recover civil penalties under PAGA for alleged
22 violations of the Labor Code that include: failure to pay overtime (Sections 510 and 1198);
23 failure to pay minimum wages (Sections 1182.12, 1194, 1197, 1197.1, and 1198); failure to
24 provide and record meal periods (Sections 226.7, 512(a), and 1198); failure to provide and record
25 rest periods (Sections 226.7 and 1198); failure to provide and maintain compliant wage
26 statements (Sections 226(a) and 1174(d)); failure to pay wages upon termination (Sections 201,
27 202, and 203); failure to timely pay wages during employment (Section 204); and failure to
28 provide Written Notice of Material Terms of Employment (Section 2810.5(a)(1)(A)-(C)).

1 Plaintiff sought to represent all employees in California who held a non-exempt Teller position
2 during the relevant period.

3 38. Pursuant to this Settlement Agreement, Plaintiff filed the Second Amended
4 Complaint alleging the same violations as to employees in a non-exempt Banker position.

5 39. Defendant denies Plaintiff's claims, and asserts that, during all relevant times,
6 Class Members were properly paid for all hours worked, received all overtime wages to which
7 they were entitled, and were provided with compliant meal and rest breaks in accordance with
8 California law. Defendant also asserts that, at all times, Class Members received wage statements
9 that were compliance with the Labor Code, were timely paid all wages as required under the
10 Labor Code, and that Class Members who ended their employment with Defendant during the
11 Class Period were properly compensated for all wages due as required by California law.
12 Defendant further asserts that while it complied with Section 2810.5(a)(1)(A)-(C) at all relevant
13 times, PAGA expressly excludes such violations. Consequently, Defendant does not believe that
14 any liability to Plaintiff or Class Members exists, or that Plaintiff or Class Members are entitled to
15 any recovery. In addition, Defendant contends that Plaintiff's claims are not suitable for class or
16 representative treatment. Defendant also contends certain Settlement Class Members (including
17 the Named Plaintiff) agreed to arbitrate their claims on a non-class basis pursuant to Defendant's
18 Binding Arbitration Agreement.

19 40. After extensive written discovery and the depositions of Plaintiff and two of
20 Defendant's corporate witnesses, the Parties agreed to attempt to resolve this action through
21 private mediation. Pursuant to the parties' stipulation, the Court continued the scheduled trial
22 date to October 17, 2019 to allow time for the mediation to take place.

23 41. On June 4, 2019, the Parties participated in a full-day mediation with Michael
24 Dickstein. While the Parties did not reach a resolution at the mediation, they continued to discuss
25 the terms of a possible settlement in the following weeks, and were able to reach a resolution.

26 42. It is the desire of the Parties to fully, finally, and forever settle, compromise, and
27 discharge all disputes and claims against the Released Parties arising from or related to the
28 Action.

1 43. It is the intention of the Parties that this Settlement Agreement shall constitute a
2 full and complete settlement and release of the claims averred in the Action. This release
3 includes in its effect a release of all the Released Parties.

4 **IV. JURISDICTION AND VENUE**

5 44. This Court has jurisdiction over the Parties and the subject matter of this action.
6 This Court will have continuing jurisdiction over the terms and conditions of this Settlement
7 Agreement, until all payments and obligations provided for herein have been fully executed.

8 **V. TERMS OF SETTLEMENT**

9 45. NOW, THEREFORE, in consideration of the mutual covenants, promises, and
10 undertakings set forth herein, the Parties agree, subject to the Court’s approval, as follows:

11 a. **Non-Admission.** Nothing in this Settlement shall be construed to be or
12 deemed an admission by Settling Defendants of any liability, culpability,
13 negligence, or wrongdoing toward the Class Representative, the Class
14 Members, or any other person, and Settling Defendants specifically
15 disclaim any liability, culpability, negligence, or wrongdoing toward the
16 Class Representative, the Class Members, or any other person, or that class
17 or collective certification is appropriate. Each of the Parties has entered
18 into this Stipulation of Settlement with the intention to avoid further
19 disputes and litigation with the attendant inconvenience, expenses, and
20 contingencies. This Settlement and any related court documents or orders
21 between the parties may not be cited or otherwise admitted as evidence of
22 liability or that class or collective certification is appropriate or that a
23 representative action could ever be manageably tried before a court. There
24 has been no final determination by any Court as to the merits of the claims
25 asserted by Plaintiff against Settling Defendants or as to whether a class
26 should be certified, other than for settlement purposes only. Furthermore,
27 nothing in this Settlement shall be considered any form of waiver of any
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Chase alternative dispute resolution provisions or any other applicable alternative dispute resolution policy.

b. **Certification.** The Parties stipulate, for settlement purposes only, to the certification of the Class described in Paragraph II.3 above as to all claims asserted in the Second Amended Complaint pursuant to state law. If for any reason the Court does not approve this Stipulation, fails to enter the Order of Final Approval, or fails to enter the Judgment or Final Judgment, or if this Settlement Agreement and Stipulation is lawfully terminated for any other reason, Defendant shall retain the absolute right to dispute the propriety of class certification and/or the ability of this action to proceed as a representative action on all applicable grounds.

c. The parties further stipulate that, for settlement purposes only, Plaintiff’s Counsel may be appointed Class Counsel and that Named Plaintiff may be appointed as Class Representative. Chase’s stipulation to this settlement class shall in no way be considered any form of waiver of any form of alternative dispute resolution, including the provisions contained in Chase’s Binding Arbitration Agreement, applicable to some Class Members. Chase’s stipulation to this settlement class shall not be construed as an admission or acknowledgment of any kind that any class should be certified or given class action treatment. The Settlement Class may be provisionally certified as a class action for the purposes of the monetary relief provided in this Settlement Agreement. Plaintiff’s Counsel, Capstone Law APC, may be preliminarily and conditionally appointed as Class Counsel.

d. **Non-Approval By The Court.** In the event that this Settlement Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court:

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- i. The Settlement Agreement shall have no force or effect, other than the confidentiality and non-disclosure provisions in Section XIV and the non-admission provisions in Paragraph V.45.a;
- ii. The Settlement Agreement shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
- iii. The preliminary and conditional certification of the class shall become null and void, and the fact of certification shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
- iv. None of the parties to this Settlement Agreement will be deemed to have waived any claims, objections, defenses or arguments with respect to the issue of class or collective certification or the merits of Plaintiff's claims.

e. **Settlement Payments.** Defendant agrees to pay a Maximum Settlement Amount of Five Million and Nine Hundred Thousand U.S. Dollars (\$5,900,000), inclusive of all settlement payments, fees and costs identified in this Settlement Agreement, including Service Enhancements to the Class Representative, Settlement Administration Expenses, attorneys' fees and all out-of-pocket litigation expenses, and the LWDA's share of PAGA penalties. The Maximum Settlement Amount does not cover the employer-side payroll taxes, which Defendant will be solely responsible for. The parties agree, subject to Court approval, to the following allocations to be paid from the Maximum Settlement Amount:

- i. From the Maximum Settlement Amount, settlement payments shall be allocated to Settlement Class Members for allegedly unpaid wages, overtime, premium wages, the Settlement Class Members'

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share of payroll taxes, and related fees, interest, and penalties (“Net Settlement Amount”).

ii. From the Maximum Settlement Amount, provided there is no breach of this Agreement by Named Plaintiff or her counsel, Class Counsel may seek from the Court a maximum of \$1,966,667 (one-third) of the Maximum Settlement Amount in attorneys’ fees in addition to all out-of-pocket litigation costs of up to \$30,000.00, for serving as Class Counsel, which Chase will not oppose.

iii. From the Maximum Settlement Amount, provided there is no breach of this Agreement by Named Plaintiff or her counsel, Named Plaintiff may seek from the Court a Service Enhancement not to exceed \$10,000 for serving as Class Representative, which Chase will not oppose.

iv. From the Maximum Settlement Amount, a payment of \$187,500 to the California Labor and Workforce Development Agency, representing the LWDA’s 75% share of the settlement attributable to PAGA penalties. In connection with settlement approval, the LWDA shall be notified of the existence of the settlement. Should the LWDA object to the amount of this payment, the parties agree to work in good faith to negotiate another agreeable amount.

v. From the Maximum Settlement Amount, Settlement Administration Expenses.

vi. If the Court approves a lesser amount of attorney’s fees, litigation costs, or Service Enhancements than those sought by Named Plaintiff or her counsel, Plaintiff reserves the right to appeal any amount disallowed by the Court. If no appeal is filed or upon final resolution of any appeal, the Parties agree that the settlement shall remain binding with such modification(s) and its terms will be

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otherwise unchanged. Any amounts not approved shall be reallocated to Settlement Class Members, and the amounts awarded will not affect approval of the settlement.

vii. The Settlement Administrator will administer the notice, challenges, and opt outs, informing Class Members of their rights in regard to the proposed settlement as specified below; will disburse monies from the Settlement Fund as and when authorized in this Settlement Agreement and by order of the Court; will file and issue any necessary tax reporting documents; and will inform the Parties and the Court of its fulfillment of the duties imposed by this Settlement Agreement. Settlement Administrator Expenses shall be paid from the Maximum Settlement Amount.

viii. The “Net Settlement Amount” is the balance of the Maximum Settlement Amount including interest accruing to it, after payments have been made for attorneys’ fees and litigation expenses including interest earned on those amounts, Settlement Administration Expenses, Class Representative’s Service Enhancement, and the LWDA PAGA penalty amount. The Net Settlement Amount shall be used to pay all amounts due to Settlement Class Members based on their pay periods worked in Class Positions. Any unclaimed amounts shall be redistributed pro rata to Settlement Class Members.

ix. The Settlement Administrator shall, after final approval of the Settlement Agreement by the Court and after the Settlement Effective Date, pay each Settlement Class Member a pro rata portion of the Net Settlement Amount based on the number of weeks he or she worked in a Class Position. That pro rata portion shall be determined by dividing the total number of weeks worked

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in Class Positions during the Class Period by all Settlement Class Members into the amount of the Net Settlement Amount to arrive at an amount per week; then, for each eligible Settlement Class Member, multiplying that amount times the number of weeks the Settlement Administrator determines that such Settlement Class Member was employed during the Class Period in a Class Position.

x. The number of weeks worked by Class Members in Class Positions shall be determined by the Settlement Administrator based on employment records to be provided by Defendant as specified below as well as any documents and evidence provided by the Class Member and/or Class Counsel. Class Members shall have the right to challenge the number of weeks worked reflected in Defendant’s records. For such disputed claims, Defendant’s records will be presumed accurate. If a Class Member disputes those records, he or she has the burden to establish otherwise. Payments on disputed claims will be made at Defendant’s discretion following a conference with Class Counsel and, to the extent possible, resolved prior to finalizing the amounts distributable to Class Members.

xi. All Class Members will be deemed to have worked at least one week during the Class Period.

xii. Class Members entitled to recover under this Settlement Agreement will include only those individuals who are identified on Defendant’s records as having worked in a Covered Position in California during the Class Period, or those additional individuals who can provide to the Settlement Administrator evidence that they worked in that capacity notwithstanding the absence of Defendant’s records confirming such employment.

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xiii. The Settlement Administrator shall issue settlement checks to Settlement Class Members under this Agreement, as well as a Service Enhancement to the Class Representative and attorneys’ fees and expenses awarded to Class Counsel by sending such payments by mail or other reliable means to the respective recipients as specified below.

f. **Objections.** Class Members who opt-out of the Settlement are not eligible to object to the Settlement. All objections must be filed with the Court no later than sixty (60) days after the mailing of the Settlement Documents, and such deadline applies notwithstanding any argument regarding non-receipt of the notice. The Parties may file a response to any objections submitted by objecting Class Members at or prior to the hearing for final approval of the Settlement. Class Members shall be permitted to withdraw their objections in writing by submitting a withdrawal statement to the Settlement Administrator not later than one (1) business day prior to the Court’s final approval hearing, or as otherwise ordered by the Court.

g. **Opt Outs.** Class Members who wish to “opt-out” of and be excluded from the non-PAGA portion of this settlement must submit a written Request for Exclusion from the Settlement bearing a post-mark from a date within the Response Deadline. The Request for Exclusion will explain to Class Members that they are still bound by the release of PAGA claims even if they submit a valid Request for Exclusion. The request to opt-out must include (a) the Class Member’s name, (b) a statement that the Class Member desires to exclude himself or herself from the case, and (c) the last four digits of the Class Member’s social security number. If a Class Member submits a Deficient Opt-Out, the Settlement Administrator shall notify the Class Member of the deficiency within five (5) business days of receipt. The Class Member shall have until the end of the Response

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Deadline or five (5) business days after the close of the Response Deadline if the notice of deficiency is sent by the Settlement Administrator within (5) business days of the end of the Response Deadline to cure said deficiencies, at which point his or her Request for Exclusion will be rejected if not received. Class Members submitting untimely or Deficient Opt-Outs shall be bound by the Settlement and its releases but will not be considered Settlement Class Members for settlement distribution purposes. Class Members shall be permitted to rescind their opt out statements in writing by submitting a rescission statement to the Settlement Administrator not later than one (1) business day prior to the Court’s final approval hearing, or as otherwise ordered by the Court. The Settlement Administrator shall not accept Late Opt-Out Forms without the written authorization of Defendant.

h. **Class Member Released Claims.** Upon Final Approval, each Class Member who has not opted out of the Settlement shall be deemed to have fully, finally, and forever released Settling Defendants from all Settlement Class Released Claims as set forth in Section IX.

i. **Class Representative Released Claims.** Upon Final Approval, the Class Representative shall be deemed to have fully, finally, and forever released Settling Defendants from all claims covered by the General Release as set forth in Section IX.

j. **Entry of Judgment.** At the Fairness Hearing, the Parties will request that the Court, among other things: (a) certify the Settlement Class for purposes of settlement only; (b) enter a Final Order and Judgment in accordance with the terms of this Settlement Agreement; (c) approve the settlement as fair, adequate, reasonable, and binding on all Settlement Class Members; (d) enter an order permanently enjoining all Settlement Class Members from pursuing and/or seeking to reopen claims that have

1 been released by this Agreement; and (e) incorporate the terms of this
2 Settlement Agreement.

3 **VI. SETTLEMENT ADMINISTRATION**

4 46. The Parties have agreed to the appointment of KCC LLC to perform the duties of
5 Settlement Administrator.

6 47. The Settlement Administrator shall be responsible for and the Settlement Fund
7 shall cover: (a) calculating each Class Member’s potential recovery of the Net Settlement
8 Amount; (b) preparing and mailing Settlement Documents with estimated settlement payment
9 amounts, and instructions on how to opt out of or object to the Settlement, to all Class Members,
10 including taking appropriate steps to trace, update and locate any individual Class Members
11 whose address or contact information as provided to the Settlement Administrator is inaccurate or
12 outdated; (c) receiving and serving on Class Counsel and Defendant's Counsel, and the Court, opt
13 out statements and any withdrawal and rescission statements; (d) providing to Class Counsel and
14 Defendant’s Counsel a weekly report of activity; (e) establishing a toll free telephone line and
15 responding to inquiries and requests for information or assistance from Class Members; (f)
16 maintaining the Settlement Fund account in an interest bearing account at a federally insured
17 banking institution; (g) determining and paying the final amounts due to be paid to Settlement
18 Class Members after adjustment for funds due to Class Members who opt out of the settlement;
19 (h) reporting to Class Counsel, Defendant’s Counsel, and the Court regarding the completion of
20 the tasks identified in this paragraph; and (i) carrying out other related tasks including the proper
21 maintenance of undisbursed Settlement Fund amounts in an interest bearing account and
22 reporting required for that account, in accordance with the terms of this Settlement Agreement.

23 48. All disputes relating to the Settlement Administrator’s ability and need to perform
24 its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over
25 the terms and conditions of this Settlement Agreement, until all payments and obligations
26 contemplated by the Settlement Agreement have been fully executed.

27 49. When and if the Court grants Final Approval of the Settlement, and the Settlement
28 Effective Date as defined herein has passed, the Settlement Administrator shall prepare a final list

1 of all Settlement Class Members. The Settlement Administrator shall provide this list to Chase
2 within 5 days after the Settlement Effective Date. For each Settlement Class Member on this list,
3 the Settlement Administrator will re-calculate the amounts due to each Settlement Class Member
4 and issue checks payable to said Settlement Class Members.

5 50. Except for the Service Enhancement described above to be paid to the Class
6 Representative, all settlement payments to Settlement Class Members shall be allocated as
7 follows: unpaid wages (50% of each settlement payment), penalties (25% of each settlement
8 payment) and interest (25% of each settlement payment). Chase is responsible for paying the
9 employer tax contributions as required by law. The Class Representatives and Settlement Class
10 Members must pay their own portion of payroll and income taxes on the 50% of each settlement
11 payment that is unpaid wages, and such amounts will be withheld from settlement payments. The
12 Class Representatives and Settlement Class Members shall be exclusively liable for any and all
13 tax liability, if any, other than for the employer tax contributions. The Settlement Administrator
14 shall calculate applicable federal and state deductions and timely provide information/data
15 regarding such deductions to the Parties prior to distribution of funds. All Parties represent that
16 they have not received, and shall not rely on, advice or representations from other Parties or their
17 agents or attorneys regarding the tax treatment of payments under federal, state, or local law.

18 51. The Service Enhancement to the Class Representative shall be treated as
19 compensation for non-wage related claims, injuries, and reimbursement, and shall be reported on
20 an IRS 1099 without withholdings.

21 52. All portions of settlement payments to Named Plaintiff and/or Settlement Class
22 Members that are allocated as unpaid wages under this agreement shall be considered
23 compensation for disputed hours worked during the period of employment with Chase by the
24 individual Named Plaintiff and/or Settlement Class Member only. To the extent any settlement
25 payment results in any overpayment of unemployment benefits to the Named Plaintiff and/or any
26 Settlement Class Member, the amount of any such overpayment shall be the responsibility of the
27 individual Named Plaintiff and/or Settlement Class Member.

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1 **VII. NOTICE TO THE SETTLEMENT CLASS MEMBERS**

2 53. Within twenty-one (21) days after the Date of Preliminary Approval by the Court,
3 Defendant shall provide to the Settlement Administrator information in electronic format
4 regarding all Class Members, including name(s), last known residence addresses, Social Security
5 numbers, and dates worked in Class Positions during the Class Period.

6 54. Class data shall only be used by the Settlement Administrator for the purpose of
7 calculating settlement shares and finding and notifying Class Members of the settlement. Class
8 data for Class Members shall not be disclosed to the Named Plaintiff, Class Counsel, or any other
9 Class Members without the written consent of Chase and will be subject to the Settlement
10 Administrator's confidentiality agreement.

11 55. Prior to mailing the Settlement Documents, the Settlement Administrator will
12 update the addresses for the Class Members using the National Change of Address database and
13 other available resources deemed suitable by the Settlement Administrator. Any returned
14 envelopes from the initial mailing with forwarding addresses will be used by the Settlement
15 Administrator to locate Class Members and re-mail the Settlement Documents to the correct or
16 updated address. The Settlement Administrator will use all appropriate tracing methods,
17 including skip tracing, to ensure that the Settlement Documents are received by Class Members.
18 The Settlement Administrator shall also take reasonable steps including skip tracing to locate any
19 Settlement Class member whose Class Notice is returned as undeliverable.

20 56. Within twenty-one (21) days of receiving the class data from Defendant and after
21 it has completed all of the address updates for Class Members, the Settlement Administrator shall
22 mail the Class Notice to Class Members. At least three (3) business days prior to this mailing, the
23 Settlement Administrator shall provide Chase with a report listing the estimated settlement
24 payment amounts to each Class Member.

25 57. Class Members shall have sixty (60) days from the date of mailing of the
26 Settlement Documents to opt out of the Class or object to the Settlement. If the 60th day falls on
27 a Sunday or holiday, the deadline will be the next business day that is not a Sunday or holiday.
28 After recalculating estimated settlement allocations to account for disputed claims, Settlement

1 Class Members will receive their allocation from the settlement fund agreed upon pursuant to this
2 agreement and calculated by the Settlement Administrator.

3 58. All Settlement Administration Expenses shall come out of the Maximum
4 Settlement Amount. If the Settlement is not given final approval by the Court, Defendant shall
5 bear Settlement Administration Expenses incurred to date.

6 **VIII. CALCULATION OF SETTLEMENT PAYMENTS AND DISTRIBUTION OF NET
7 SETTLEMENT FUND**

8 59. **Calculation of Settlement Amounts.** The Settlement Administrator will calculate
9 pro rata settlement payments to Class Members based on each Class Member’s relative
10 percentage of eligible employee service time in the Class as reflected on Chase’s internal records.
11 After deducting for attorney’s fees, litigation costs, the Service Enhancement, the PAGA
12 payment, and Settlement Administration Expenses, the remainder of the Maximum Settlement
13 Amount will be allocated to Class Members as the “Net Settlement Amount.”

14 60. **Eligibility for Settlement Payments.** Class Members who have not opted-out of
15 the settlement will be considered “Settlement Class Members” eligible to receive a Settlement
16 Payment. Only Settlement Class Members will be eligible to receive a Settlement Payment.

17 61. Each Class Notice mailed to a Class Member will identify the dates of
18 employment and/or number of compensable weeks that Defendant’s records indicate the
19 individual worked in a Covered Position during the Class Period and estimate each Class
20 Member’s pro rata share of the Net Settlement Amount.

21 62. Settlement Class Members will have the right to challenge only the dates of
22 employment and/or number of weeks worked as shown on the Class Notice. Challenges to the
23 dates of employment and/or number of weeks worked listed on Class Notice shall be sent directly
24 to the Settlement Administrator at the address indicated on the Class Notice. Any challenge must
25 be made during the Response Deadline. The Settlement Administrator will inform Class Counsel
26 and Defendant’s Counsel in writing of any timely filed challenges. The dates of employment
27 and/or work weeks listed on the Class Notice are presumed to be accurate unless the Settlement
28 Class Member submits documentation demonstrating otherwise, *i.e.*, a Settlement Class Member
who fails to provide written proof will have his or her challenge denied. In the event of any

1 dispute over an individual’s dates of employment, Defendant’s Counsel, after consultation with
2 Plaintiffs’ Counsel, will investigate the challenge and determine whether any additional amount is
3 owed to the Settlement Class Member making the challenge. Defendant will decide whether the
4 Settlement Class Member’s challenge shall be accepted. Defendant’s decision is final and
5 binding without a right of appeal.

6 63. The Settlement Administrator shall (a) date stamp all original opt out statements
7 that it receives; (b) serve copies on Class Counsel and Defendant’s Counsel no later than 5
8 business days after receipt, or immediately if received within 5 business days of the Court’s final
9 approval hearing; and (c) file the date-stamped originals with the Clerk of the Court no later than
10 5 business days prior to the date of the Court’s final approval hearing or immediately if received
11 less than 5 business days prior to the date of the Court’s final approval hearing.

12 64. The Settlement Administrator shall also (a) date stamp all original rescission of opt
13 outs it receives; (b) serve copies on Class Counsel and Defendant’s Counsel no later than 5
14 business days after receipt, or immediately if received within 5 business days of the Court’s final
15 approval hearing; and (c) file the date-stamped originals with the Clerk of the Court no later than
16 5 business days prior to the date of the Court’s final approval hearing or immediately if received
17 less than 5 business days prior to the date of the Court’s final approval hearing.

18 65. The Settlement Administrator shall make the final calculation of payments from
19 the Net Settlement Amount to be distributed to the Settlement Class Members within 5 days after
20 the entry of the Court’s order granting final approval of the settlement. Upon completion of its
21 final calculation of payments, and at least 5 days prior to the distribution of payments to
22 Settlement Class Members from the Net Settlement Amount, the Settlement Administrator shall
23 provide the parties with a redacted report listing the amount of all payments to be made to each
24 Settlement Class Member from the Net Settlement Amount. The Settlement Administrator shall
25 also provide Defendant’s Counsel with an unredacted copy of the report.

26 66. Within 15 days after the Settlement Effective Date, the Settlement Administrator
27 shall distribute and pay Settlement checks to all Settlement Class Members, pay the Class
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1 Representative her Enhancement Payment, issue a check to the LWDA for the payment of PAGA
2 penalties, and pay Class Counsel’s attorney’s fees and costs.

3 67. The Settlement Administrator shall be responsible for issuing and mailing the
4 checks and any necessary tax reporting forms to Settlement Class Members, the Class
5 Representative, Class Counsel, and Defendant. The Settlement Administrator shall provide a
6 declaration of payment, which will be filed with the Court and served on Class Counsel and
7 Defendant within 30 days of mailing the payments to Settlement Class Members, the Class
8 Representatives and Class Counsel.

9 68. **Uncashed Settlement Checks.** Settlement Class Members who are sent
10 Settlement payments shall have at least 120 calendar days after mailing by the Settlement
11 Administrator to cash their settlement checks and will be so advised of such deadline. If such
12 Settlement Class Members do not cash their checks within that period, those checks will become
13 void and a stop payment will be placed on the uncashed checks. The Settlement Administrator
14 will then distribute the uncashed checks to the State Controller’s Office, Unclaimed Property
15 Division.

16 69. **Qualified Settlement Fund.** The Settlement Administrator shall create a
17 Qualified Settlement Fund (“QSF”), to be funded by Defendant and administered by the
18 Settlement Administrator. Defendant shall provide payment to the Settlement Administrator
19 within seven (7) days after the Settlement Effective Date. The Settlement Administrator shall
20 deposit the Maximum Settlement Fund in an interest bearing account at a federally insured
21 banking institution of the Settlement Administrator’s choice with all interest earned accruing to
22 the benefit of Participating Class Members and Class Counsel. If the Court does not enter the
23 Order of Final Approval or if the Effective Date does not occur, Defendant shall not be obligated
24 to wire the aforementioned funds, except those necessary to cover costs incurred by the
25 Settlement Administrator.

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IX. RELEASE BY SETTLEMENT CLASS MEMBERS AND CLASS REPRESENTATIVE

70. **Release by the Named Plaintiff.** The releases agreed upon and made part of the settlement by the Named Plaintiff (the “General Release”) shall include a general release of Settling Defendants, as defined above, from all claims, actions, causes of action, lawsuits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, bonuses, controversies, agreements, promises, claims, charges, complaints and demands whatsoever, whether in law or equity, known or unknown, which against the Settling Defendants, the Named Plaintiff and the Named Plaintiff’s heirs, executors, administrators, successors, and assigns, may now have or hereafter later determine that she has or had upon, or by reason of, any cause or thing whatsoever relating to her employment or termination of employment, including, but not limited to, claims arising under the Americans With Disabilities Act, the National Labor Relations Act, the Fair Labor Standards Act, the Equal Pay Act, the Worker Adjustment and Retraining Notification Act, as amended, Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Civil Rights Acts of 1866, 1871 and 1991, including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act (to the extent permitted by law), the California Family Rights Act (“CFRA”), California’s PAGA, Cal. Bus. and Prof. Code § 17200 *et seq.* (“UCL”), the California Labor Code, and/or any other federal, state or local human rights, civil rights, wage-hour, pension or labor law, rule, statute, regulation, constitution or ordinance and/or public policy, contract or tort law, or any claim of retaliation under such laws, or any claim of breach of any contract (whether express, oral, written or implied from any source), or any claim of intentional or negligent infliction of emotional distress, tortious interference with contractual relations, wrongful or abusive or constructive discharge, defamation, prima facie tort, fraud, negligence, loss of consortium, malpractice, breach of duty of care, breach of fiduciary duty or any action similar thereto against Settling Defendants, including any claim for attorneys’ fees, expenses or costs based upon any conduct from the beginning of the world up to and including the date of this General Release; provided, however, that Named Plaintiff does not waive any right to file an administrative charge with the Equal Employment Opportunity

1 Commission (“EEOC”) or the National Labor Relations Board (“NLRB”), subject to the
 2 confidentiality provisions of the Settlement Agreement, and subject to the condition that Named
 3 Plaintiff agrees not to seek, or in any way obtain or accept, any monetary award, recovery or
 4 settlement therefrom and agrees that she understands that such limitation does not in any way
 5 restrict her ability to file and pursue such charge consistent with the confidentiality obligations set
 6 forth in this Settlement Agreement; and further provided, however, that Named Plaintiff does not
 7 waive any rights with respect to, or release Settling Defendants from any claims for California
 8 Workers’ Compensation benefits (except that Named Plaintiff hereby releases and waives any
 9 claims that, as a result of her termination, she is entitled to additional benefits or payments); and
 10 further provided, however, that Named Plaintiff does not release any claim for unemployment
 11 compensation benefits; and further provided, however, that Named Plaintiff does not release any
 12 claim that cannot be released by private contract or for breach of the terms of the Settlement
 13 Agreement between Named Plaintiff and Settling Defendants.

14 71. Named Plaintiff hereby agrees that she shall not seek and hereby waives any claim
 15 for employment or re-employment (as a full-time or part-time employee) or assignment or work
 16 (as a temporary worker, independent contractor or consultant) or, in the event of a merger or
 17 acquisition, seek employment or work in which she receives payment either directly or indirectly
 18 from any Settling Defendant, and that this General Release shall be a complete bar to any such
 19 application for employment or re-employment. However, Named Plaintiff shall not be required to
 20 end any pre-existing employment under this paragraph with any entity that Settling Defendants
 21 shall acquire subsequent to the commencement of Named Plaintiff’s employment with that entity.

22 72. Nothing in this General Release shall prohibit or restrict Named Plaintiff from:
 23 (i) providing information to or cooperating with Congress, the Securities and Exchange
 24 Commission (“SEC”), the Commodity Futures Trading Commission (“CFTC”), the Consumer
 25 Financial Protection Bureau (“CFPB”), the EEOC, the Occupational Safety and Health
 26 Administration (“OSHA”), the NLRB or any other federal, state, or local government, regulatory,
 27 or law enforcement agency (“Government Agencies”), the Financial Industry Regulatory
 28 Authority (“FINRA”), or any other self-regulatory organization (“SRO”); (ii) reporting to

1 JPMC’s management or directors regarding conduct employee believes to be in violation of the
2 law or prohibit or restrict employee from providing information to or cooperating with any
3 Government Agencies or any SROs; (iii) communicating with any Government Agencies or SRO
4 or otherwise participating in any investigation or proceeding that may be conducted by any
5 Government Agency or SRO, including providing documents or other information; or (iv)
6 receiving an award for information provided to any Government Agencies other than for charges
7 filed with the EEOC or corresponding state or local agency as set forth above.

8 73. For the purpose of implementing a full and complete release and discharge of the
9 Settling Defendants, Named Plaintiff expressly acknowledges that this General Release is
10 intended to include in its effect, without limitation, all claims which Named Plaintiff does not
11 know or suspect to exist in Named Plaintiff’s favor at the time of execution hereof, and that this
12 General Release contemplates the extinguishment of any such claim or claims. It is further
13 understood and agreed that as a condition of this General Release, Named Plaintiff hereby
14 expressly waives and relinquishes any and all claims, rights or benefits that she may have under
15 California Civil Code Section 1542, which provides as follows:

16 A general release does not extend to claims which the creditor does not know or
17 suspect to exist in his or her favor at the time of executing the release, which if
18 known to him or her must have materially affected his or her settlement with the
debtor.

19 74. In connection with such waiver and relinquishment, Named Plaintiff hereby
20 acknowledges that she or her attorneys may hereafter discover claims or facts in addition to, or
21 different from, those which they now know or believe to exist, but that Named Plaintiff expressly
22 agrees to fully, finally and forever settle and release any and all claims, known or unknown,
23 suspected or unsuspected, which exist or may exist on her behalf against Settling Defendants at
24 the time of execution of the Settlement Agreement, including, but not limited to, any and all
25 claims relating to or arising from Named Plaintiff’s employment with Settling Defendants or the
26 cessation of that employment. Named Plaintiff and Settling Defendants further acknowledge,
27 understand and agree that this representation and commitment is essential to each Party and that
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1 this Settlement Agreement would not have been entered into were it not for this representation
2 and commitment.

3 75. If any of the provisions, terms, clauses, waivers or releases of claims and rights
4 contained in this General Release are declared illegal, unenforceable, or ineffective in a legal
5 forum of competent jurisdiction, such provisions, terms, clauses, waivers or releases of claims or
6 rights shall be modified, if possible, in order to achieve, to the extent possible, the intentions of
7 the parties and, if necessary, such provisions, terms clauses, waivers and releases of claims and
8 rights shall be deemed severable, such that all other provisions, terms, clauses and waivers and
9 releases of claims and rights contained in this General Release shall remain valid and binding
10 upon both parties, provided, however, that, notwithstanding any other provision of this General
11 Release, if any portion of the waiver or release of claims or rights is held to be unenforceable,
12 Settling Defendants, at their option, may seek modification or severance of such portion, or
13 terminate the Settlement Agreement pursuant to Section XIII.

14 76. Named Plaintiff further covenants that she will not participate in any other legal
15 actions against Chase, and will opt-out of those actions if she becomes aware of such actions.
16 Named Plaintiff further agrees that any other dispute concerning any aspect of her employment
17 with Chase shall be subject to alternative dispute resolution under Chase’s Binding Arbitration
18 Agreement.

19 77. Named Plaintiff shall further agree that at no time will she, verbally or in writing,
20 defame or make disparaging remarks or direct or solicit others to make disparaging remarks about
21 Chase.

22 78. Subject to the provisions of Section XIV, and to the maximum extent permitted by
23 law, Named Plaintiff and her counsel agrees not to disclose the terms of the settlement except to
24 the extent necessary in court papers or if required by legal process.

25 79. Named Plaintiff certifies that she has returned all Chase property in her possession
26 or control, including without limitation, equipment, telephones, credit cards, keys, pagers,
27 tangible proprietary information, documents, computers and computer discs, personal data
28 assistants, files and data, which she prepared or obtained during the course of her employment.

1 80. **Release by Settlement Class Members.** The releases agreed upon and made part
2 of the settlement by Settlement Class Members (“Settlement Class Released Claims”) shall
3 include a release of Settling Defendants, as defined above, of the Settlement Class Released
4 Claims. Settlement Class Released Claims are any and all wage and hour claims that accrued
5 during or prior to the Class Period that have been or could have been asserted in the instant
6 Action based on the facts alleged in the complaint in this action, including but not limited to any
7 and all claims for overtime, minimum wage, meal and rest breaks, and waiting time penalties, and
8 any and all claims that are derivative or directly related to the foregoing claims, which include
9 any and all claims: for penalties, premium pay, punitive damages, and interest; for failure to
10 furnish accurate wage statements; for violation(s) under the California Labor Code Private
11 Attorneys General Act (“PAGA”); under California Labor Code Sections 201, 202, 203, 204,
12 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 1198; for violation(s) of the
13 California Business & Professions Code; and/or under the common law, such as conversion and
14 unjust enrichment. All Settlement Class Members shall be bound by the release, unless they
15 formally opt-out. All Settlement Class Members who cash their settlement checks shall also
16 release any and all claims under the FLSA, including but not limited to claims under 29 U.S.C. §
17 206, 211(c) and 215(a), including liquidated damages, whether known or unknown, that accrued
18 during the Class Period.

19 81. Settlement is further conditioned upon all Settling Class Members releasing any
20 claim under Labor Code § 2699, and upon covenant by Settling Class Members from
21 participating in any proceeding seeking penalties under § 2699 for claims based on facts which
22 were or could have been alleged in the Second Amended Complaint.

23 82. Nothing in this Settlement Agreement shall be construed to bar any claims by the
24 Named Plaintiff or Settlement Class Members that may arise after or arose before the Class
25 Period. This release specifically excludes any claims the Named Plaintiff and Settlement Class
26 Members may have that arise from time periods in which they were not working in a Covered
27 Position during the Class Period.

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X. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL AND BETWEEN PRELIMINARY AND FINAL APPROVAL

83. The Parties shall promptly submit this Settlement Agreement to the Court together with a Motion for Preliminary Approval of Settlement and Certification of Settlement Class. The motion shall also seek an order:

- a. Preliminarily approving the settlement;
 - b. Approving as to form and content the proposed Notice of Settlement;
 - c. Directing the mailing of the Notice of Settlement and Opt Out Form by first class mail to members of the Settlement Class;
 - d. Preliminarily certifying the Settlement Class for purposes of settlement and preliminarily appointing Named Plaintiff and Plaintiff’s Counsel as representatives of the Settlement Class;
 - e. Preliminarily approving settlement administration services to be provided by the Settlement Administrator;
 - f. Preliminarily approving the proposed service awards to Named Plaintiff as Class Representative;
 - g. Preliminarily approving the application for payment of reasonable attorneys’ fees and costs to Plaintiff’s Counsel;
- and
- h. Scheduling a fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class.

84. Defendant shall provide to the Settlement Administrator within twenty-one (21) days after Preliminary Approval is granted the class membership list and identification and contact information specified in Paragraph VII.53 above. Defendant shall submit this information in electronic format as specified by the Settlement Administrator and shall thereafter, during the notice, approval, opt out, and payment processes, assist the Settlement Administrator as necessary or as requested to use, correct, or update this information in order to enable the Settlement

1 Administrator to locate and contact Class Members, and to provide information needed or
2 requested by the Settlement Administrator in order to make determinations on Class Members'
3 challenges.

4 85. The Parties shall cooperate with each other and the Settlement Administrator
5 during the process of giving Class Members notice and opportunity to opt out of or object to the
6 Settlement, in every way necessary and appropriate to assure effective communication to
7 individual Class Members of information concerning their rights and obligations under this
8 Settlement Agreement.

9 86. Plaintiff's Counsel shall provide the Court at least 5 days prior to the final
10 approval and fairness hearing a declaration by the Settlement Administrator of due diligence and
11 proof of mailing of the Notice of Settlement and Share Form required to be mailed to Class
12 Members by this Settlement Agreement, and of the delivery results of the Settlement
13 Administrator's mailings including tracing and re-mailing efforts.

14 **XI. DUTIES OF THE PARTIES AFTER FINAL COURT APPROVAL**

15 87. The Parties will submit a proposed order and judgment for final approval, which
16 shall include findings and orders:

- 17 a. Approving the settlement, adjudging the terms thereof to be fair,
18 reasonable and adequate, and directing that its terms and provisions be carried out;
- 19 b. Approving the payment of Service Enhancements to the Named Plaintiff as
20 Class Representative;
- 21 c. Approving Class Counsel's application for an award of attorneys' fees and
22 reimbursement of all out-of-pocket litigation expenses;
- 23 d. Releasing and extinguishing all Class Member Released Claims and Class
24 Representative Released Claims;
- 25 and
- 26 e. Providing that the Court will retain jurisdiction to oversee administration
27 and enforcement of the terms of the Settlement and the Court's orders.

1 88. Following entry of the Court’s Order granting final approval of the Settlement
2 Agreement, the parties will each act to assure its timely execution and the fulfillment of all its
3 provisions, including but not limited to the following:

4 a. Should an appeal be taken from the final approval of the Settlement
5 Agreement, all parties will support the approval order on appeal;

6 b. Class Counsel and Counsel for Defendant will assist the Settlement
7 Administrator as needed or requested in the process of identifying and locating Class Members
8 entitled to payments from the Class Settlement Fund and assuring delivery of such payments;

9 c. Class Counsel and Counsel for Defendant will assist the Settlement
10 Administrator as needed or requested in responding to late requests for payments and the fair
11 administration of that Fund;

12 d. Class Counsel and Counsel for Defendant will cooperate with each other
13 and assist the Settlement Administrator as needed.

14 e. The Parties and Class Counsel will certify to the Court completion of all
15 payments required to be made by this Settlement Agreement.

16 **XII. PRELIMINARY TIMELINE FOR COMPLETION OF SETTLEMENT**

17 89. The preliminary schedule for notice, approval, and payment procedures carrying
18 out this settlement is as follows: The schedule may be modified depending on whether and when
19 the Court grants necessary approvals and orders notice to the class, and sets further hearings. In
20 the event of such modification, the parties shall cooperate in order to complete the settlement
21 procedures as expeditiously as reasonably practicable.

<p>22 Within 21 days after the date of 23 Preliminary Approval</p>	<p>24 Defendant to provide the Settlement Administrator 25 the most recent names, last known residence 26 addresses, and social security numbers for all Class 27 Members, as well as any information regarding the 28 Class Members’ dates of employment.</p>
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<p>21 days after receipt of class data from Defendant</p>	<p>Settlement Administrator to complete any skip trace or other address searched for Class Members, including updating any Class Member contact information.</p> <p>Mailing by first class mail of Settlement Documents.</p>
<p>3 business days before mailing Settlement Documents.</p>	<p>Settlement Administrator to provide Defendant’s counsel with estimated settlement payments to each Class Member.</p>
<p>60 days after mailing Settlement Documents.</p>	<p>Deadline for Class Members to opt-out or object.</p>
<p>1 business day prior to the hearing on Final Approval.</p>	<p>Last day to rescind objections or opt-outs.</p>
<p>30 days after entry of the Court’s order granting final approval of the Settlement, if no appeals are filed.</p>	<p>Settlement Effective Date</p>
<p>Within 5 days after Settlement Effective Date.</p>	<p>Settlement Administrator to make the final calculation of payments from the Net Settlement Amount to be distributed to the Settlement Class Members and provide Defendant’s counsel with a report listing the amount of all payments to be made to each Settlement Class Member.</p>
<p>Within 7 days after Settlement Effective Date</p>	<p>Defendant to provide the Maximum Settlement Amount to Settlement Administrator.</p>

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<p>Within 15 days after the Settlement Effective Date</p>	<p>Settlement Administrator to distribute and pay Settlement checks to all Settlement Class Members from the Settlement Fund, pay the Class Representative her enhancement payment and pay Class Counsel the attorney’s fees and costs approved by the Court.</p>
<p>Within 30 days after distribution.</p>	<p>Settlement Administrator to provide a declaration of payment, which will be filed with the Court and served on Class Counsel and Defendant.</p>
<p>120 days after payment of first round settlement checks</p>	<p>Uncashed checks distributed to State Controller’s Office, Unclaimed Property Division.</p>

XIII. VOIDING OR MODIFYING THE SETTLEMENT AGREEMENT

90. Chase has the right to withdraw from the Settlement at any time prior to final approval if: (a) 5% or more of all Settlement Class members opts out of the Settlement; or (b) the Settlement is construed in such a fashion that Chase is required to pay more than the Maximum Settlement Amount; or (c) the Court does not certify the Settlement Class or does not certify a class releasing the claims set forth herein, or does not certify a class releasing the claims set forth herein, or otherwise makes an order that is materially different from the terms of this Settlement Agreement; or (d) Plaintiff or her counsel breaches the Memorandum of Understanding or this Settlement Agreement. In the event of Defendant’s withdrawal, Defendant will pay the costs already incurred by the Settlement Administrator.

91. If for any reason the Settlement is not approved by the court, or if Chase withdraws from the Settlement, this Settlement Agreement and any related settlement documents will be null and void, other than the confidentiality and non-disclosure provisions in Section XIV and the non-admission provisions in Paragraph V.45.a, and any class action certified for settlement purposes will be vacated. In such an event, neither this Settlement Agreement, nor the Memorandum of Understanding, nor the settlement documents, nor the negotiations leading to the Settlement may be used as evidence for any purpose, and Chase shall retain the right to challenge all claims and allegations in the action, to assert all applicable defenses, and to dispute the

1 propriety of class or collective certification on all applicable grounds. If Chase invokes its right
2 to withdraw it shall be solely responsible for the Administrator’s fees and costs incurred to that
3 time.

4 92. If any time period specified in the above two paragraphs passes before the party
5 holding a right or option to request adjustment or rescind exercises that right or option, that party
6 shall be deemed to have waived its right or option and the Settlement Agreement shall proceed on
7 the terms specified herein.

8 93. Other than as specified above, this Settlement Agreement may not be changed,
9 altered, or modified, except in writing and signed by counsel for the Parties hereto, and approved
10 by the Court. This Settlement Agreement may not be discharged except by performance in
11 accordance with its terms or by a writing signed by the Parties hereto.

12 **XIV. CONFIDENTIALITY AND PUBLICITY**

13 94. Names of Settlement Class Members and their allocation amounts shall be kept
14 strictly confidential by the Settlement Administrator, who will not release such information to
15 Class Counsel and will only file such information under seal if necessary. Class Counsel agrees
16 that any information they receive or have received in connection with this Settlement, may be
17 used for this action only, and may not be used for any purpose or in any other action or
18 proceeding.

19 95. Named Plaintiff and Class Counsel agree not to disclose the terms of this
20 settlement, except in court papers, or if required by legal process, as necessary to effectuate and
21 administer the terms of this Settlement, or for accounting or tax reporting purposes. Neither
22 Named Plaintiff nor Class Counsel, directly or indirectly, shall issue a press release, hold a press
23 conference, respond to any press inquiries, publish information about the settlement on any
24 website (other than used by the claims administrator for claims administration purposes), or
25 otherwise publicize the settlement, except that after the filing of the motion for preliminary
26 approval, Class Counsel may: (a) respond to press inquiries only that the matter has been
27 resolved; and (b) refer to the Settlement in any adequacy of counsel declarations, or related court
28 filings.

1 96. **Returns and/or Destruction of Confidential Settlement Materials.** Named
2 Plaintiff and Class Counsel agree to return and/or destroy all confidential documents produced to
3 them for settlement purposes in this action. If Named Plaintiff and Class Counsel elect to destroy
4 said documents, they shall timely provide an affidavit of destruction to Chase.

5 **XV. PARTIES’ AUTHORITY**

6 97. The signatories hereby represent that they are fully authorized to enter into this
7 Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

8 **XVI. MUTUAL FULL COOPERATION**

9 98. The Parties agree to fully cooperate with each other to accomplish the terms of this
10 Settlement Agreement, including but not limited to, executing such documents and taking such
11 other action as may reasonably be necessary to implement the terms of this Settlement
12 Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all
13 efforts contemplated by this Settlement Agreement and any other efforts that may become
14 necessary by order of the Court or otherwise to effectuate this Settlement Agreement and the
15 terms set forth herein. As soon as practicable after execution of this Settlement Agreement,
16 Plaintiff’s Counsel shall, with the assistance and cooperation of Defendant and its counsel, take
17 all necessary steps to secure the Court’s preliminary and final approval of this Settlement
18 Agreement.

19 **XVII. NOTICES**

20 99. Unless otherwise specifically provided herein, all notices, demands or other
21 communications given hereunder shall be in writing and shall be deemed to have been duly given
22 as of the third business day after mailing by United States registered or certified mail, return
23 receipt requested, addressed as follows:

24 To Plaintiff’s Counsel:
25 Robert Drexler
26 CAPSTONE LAW APC
27 1875 Century Park East, Suite 1000
28 Los Angeles, CA 90067
 Tel: (310) 556-4811
 Fax: (310) 943-0396
 robert.drexler@capstonelawyers.com

1 To Defendant’s Counsel:
 2 Carrie A. Gonell
 3 MORGAN, LEWIS & BOCKIUS LLP
 4 600 Anton Blvd., Suite 1800
 5 Costa Mesa, CA 92626
 6 Tel: 949.399.7000
 7 Fax: 949.399.7001
 8 carrie.gonell@morganlewis.com

9 If the identity of the persons to be notified for any party changes, or their address changes,
 10 that party shall notify all other parties of said change in writing.

11 **XVIII. MISCELLANOUS PROVISIONS**

12 100. **Captions and Titles.** Paragraph titles or captions contained herein are inserted as
 13 a matter of convenience and for reference, and in no way define, limit, extend, or describe the
 14 scope of this Settlement Agreement or any provision hereof. Each term of this Settlement
 15 Agreement is contractual and not merely a recital.

16 101. **Drafting.** The Parties hereto agree that the terms and conditions of this Settlement
 17 Agreement are the result of lengthy, intensive arms-length negotiations between the Parties.
 18 Neither party shall be considered the “drafter” of the Settlement Agreement for purposes of
 19 having terms construed against that party, and this Settlement Agreement shall not be construed
 20 in favor of or against any Party by reason of the extent to which any Party or his, her or its
 21 counsel participated in the drafting of this Settlement Agreement.

22 102. **Cooperation.** The Parties agree to cooperate fully with one another to accomplish
 23 and implement the terms of this Settlement. Such cooperation shall include, but not be limited to,
 24 execution of such other documents and the taking of such other action as may reasonably be
 25 necessary to fulfill the terms of this Stipulation of Settlement. The Parties to this Settlement
 26 Agreement shall use their best efforts, including all efforts contemplated by this Settlement
 27 Agreement and any other efforts that may become necessary by Court order, or otherwise, to
 28 effectuate this Settlement Agreement and the terms set forth herein.

103. **Extensions of Time.** If a party cannot reasonably comply with an obligation
 under this Settlement Agreement by the deadline set forth herein applicable to that obligation, that

1 party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent
2 to such a request for an extension will not be unreasonably withheld by the other party.

3 104. **Governing Law.** The rights and obligations of the parties hereunder shall be
4 construed and enforced in accordance with, and shall be governed by, the laws of the State of
5 California, without regard to principles of conflict of laws.

6 105. **No Impact on Benefit Plans.** Neither the Settlement nor any amounts paid under
7 the Settlement will modify any previously credited hours or service under any employee benefit
8 plan, policy, or bonus program sponsored by Settling Defendants. Such amounts will not form
9 the basis for additional contributions to, benefits under, or any other monetary entitlement under
10 Settling Defendants' sponsored benefit plans, policies, or bonus programs. The payments made
11 under the terms of this Settlement shall not be applied retroactively, currently, or on a going
12 forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of
13 any Settling Defendants' benefit plan, policy, or bonus program. Settling Defendants retain the
14 right to modify the language of its benefit plans, policies and bonus programs to effect this intent,
15 and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked,"
16 "hours paid," "hours of service," or any similar measuring term as defined by applicable plans,
17 policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other
18 purpose, and that additional contributions or benefits are not required by this Stipulation of
19 Settlement.

20 106. **Integration.** This Settlement Agreement, along with attached exhibits, contains
21 the entire agreement between the Parties relating to the settlement and transaction contemplated
22 hereby, and all prior or contemporaneous agreements, understandings, representations, and
23 statements, whether oral or written and whether by a Party or such Party's legal counsel, are
24 merged herein. No rights hereunder may be waived except in writing.

25 107. **No Prior Assignments.** This Settlement Agreement shall be binding upon and
26 inure to the benefit of the Parties hereto and their respective heirs, trustees, executors,
27 administrators and successors. The Parties hereto represent, covenant, and warrant that they have
28 not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or

1 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
2 action or rights herein released and discharged except as set forth herein.

3 108. **Class Member Signatories.** It is agreed that because the members of the Class
4 are so numerous, it is impossible or impractical to have each member of the Class execute this
5 Settlement Agreement. The Class Notice attached hereto will advise all Class Members of the
6 binding nature of the release and such shall have the same force and effect as if this Settlement
7 Agreement were executed by each member of the Class.

8 **XIX. COUNTERPARTS**

9 109. This Settlement Agreement may be executed in counterparts with signatures
10 transmitted by facsimile or as an electronic image of the original signature. When each Party has
11 signed and delivered at least one such counterpart, each counterpart shall be deemed an original,
12 and, when taken together with other signed counterparts, shall constitute one Settlement
13 Agreement, which shall be binding upon and effective as to all Parties. A facsimile signature
14 shall have the same force and effect as the original signature.

15 **READ CAREFULLY BEFORE SIGNING**

16 **PLAINTIFF**

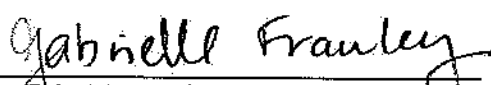
17
18 Dated: 2/20/2020

DocuSigned by:

Pauline Vega

19
20
21 **DEFENDANT JPMORGAN CHASE BANK, N.A.**

22 Dated: 2/21/20

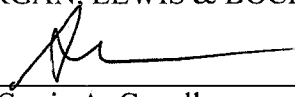

Please Print Name of Authorized Signatory
Managing Director
Human Resources

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APPROVED AS TO FORM.

Dated: February 21, 2020

MORGAN, LEWIS & BOCKIUS LLP

By 
Carrie A. Gonell
Alexander L. Grodan
Attorneys for Defendant

Dated: February 20, 2020

CAPSTONE LAW APC

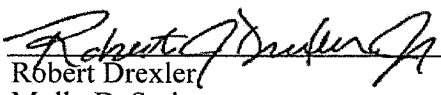
By 
Robert Drexler
Molly DeSario
Jonathan Lee
Attorneys for Plaintiff

Exhibit A

NOTICE OF SETTLEMENT OF CLASS ACTION

If you were employed by JPMorgan Chase Bank, N.A. in any non-exempt Teller, In-Store Teller, Senior Teller, Lead Teller, Lead Teller Operations Specialist (“LTOS”), LTOS Trainee, Associate Banker, Lead Associate Operations, Personal Banker, Private Client Banker, or Relationship Banker position, or an equivalent position, in the State of California at any time between November 17, 2016 and August 1, 2019, a settlement of a class action lawsuit may affect your rights.

A California Court has authorized this notice. This is not a solicitation from a lawyer.

California law prohibits retaliation by an employer against any person who participates in or assists in the litigation of an overtime lawsuit such as this one.

A hearing regarding a proposed settlement of this class action will be held on _____, 2020 at 8:30 a.m. at the Los Angeles County Superior Court for the State of California, located at 111 North Hill Street, Los Angeles, CA 90012, Department 34. The hearing will be held to determine whether the proposed settlement is fair, reasonable and adequate. The Court has approved the following Notice for distribution.

- Former Personal Banker and LTOS Paulina Vega has sued JPMorgan Chase Bank, N.A. (“Chase”) alleging failure to pay overtime, failure to pay minimum wage, failure to provide meal and rest breaks, failure to provide accurate wage statements, and failure to pay all wages at time of termination on behalf of herself and all other non-exempt employees who worked in a Teller, In-Store Teller, Senior Teller, Lead Teller, LTOS, LTOS Trainee, Associate Banker, Lead Associate Operations, Personal Banker, Private Client Banker, or Relationship Banker position, or an equivalent position, for Chase in California at any time between November 17, 2016 and August 1, 2019.
- This notice informs you that the parties have reached a settlement of the class action and informs you of your choices:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

DO NOTHING

If you do nothing, you will receive your share of the settlement after the Court grants final approval of the settlement and will be bound by the terms of the settlement and will have released all of the legal claims covered by this action that you may have against Chase with the sole exception of claims under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* You will be bound by this release whether or not you cash your check before it becomes void. Once you cash your check, you will also will have released any and all claims under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*

This Settlement and your decision about whether to participate or exclude yourself from the Settlement Class (as further explained below) will affect any rights you may have as a potential “aggrieved employee” in other pending lawsuits brought on behalf of the State of California to recover civil penalties in your name for the same alleged violations of the Labor Code as were alleged in this lawsuit, including *Manthei v. JPMorgan Chase Bank, N.A.*, San Diego County Superior Court, Case No. 37-2019-00024566-CU-OE-CTL and *Orozco v. JPMorgan Chase Bank, N.A.*, Contra Costa County Superior Court, Case No. C19-01318. The *Manthei* and *Orozco* cases were filed after this lawsuit and allege certain overlapping claims under the Private Attorneys General Act (“PAGA”) that were the subject of this settlement.

DISPUTE THE NUMBER OF PAY PERIODS YOU WORKED

This Notice contains the number of pay periods Chase’s records reflect that you worked in a covered position for Chase in California between November 17, 2016 and August 1, 2019. If you disagree with those pay periods, you may file a written dispute with the Settlement Administrator.

If you file a timely written dispute as to the number of pay periods, you should submit written proof proving your dispute. Chase’s records will be presumed accurate and Chase will investigate and determine if the dispute

	<p>appears to be valid. Chase’s decision will be binding and final. If your dispute is not approved, you will still be able to participate in the settlement.</p>
<p>OBJECT TO THE SETTLEMENT</p>	<p>You may file a written objection to the terms of the settlement.</p> <p>If you file a timely written objection to the settlement with the Court and serve both Plaintiff’s and Chase’s counsel with that objection, the Court may consider and may rule on any objection you have to the settlement. You must not opt-out of the settlement and be eligible to file an objection. If you do not opt-out and do not file a written objection, you may still appear at the hearing on final approval of the settlement to raise an objection in person before the Court. If your objection is overruled, you will still be able to participate in the settlement.</p>
<p>OPT-OUT OF THE SETTLEMENT</p>	<p>If you do not wish to receive money from the settlement as a Class Member and wish to retain your rights to pursue the class action claims under the Labor Code at issue in this lawsuit, you may submit an Opt-Out Form to opt-out from the class action settlement as set forth below.</p> <p>Note: You may not opt-out of the portion of the settlement relating to the settlement of claims under PAGA. Even if you opt-out, you will still receive a check for your allocation of the PAGA portion of the settlement, which will represent a payment for resolving disputed claims for civil penalties that were brought on your behalf. You will be bound by the PAGA portion of the release whether or not you cash this check before it becomes void. You will not be bound by the release of any claims that are not PAGA claims.</p> <p>By opting out or excluding yourself from the class action, you will not share in any of the class action settlement proceeds and will not be sent a settlement check for the class action portion of the settlement. You will also not be able to object to any of the terms of the settlement. You will not be bound by any of the terms of the settlement and will not release any of your legal claims against Chase. If you opt-out of the settlement, your share of the non-PAGA settlement proceeds may be divided up amongst the class members who have not chosen to opt-out.</p>

- Any questions? Read on or call the counsel listed at the end of this Notice. **DO NOT CALL THE COURT.**

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BASIC INFORMATION

1. What is the purpose of this Notice?

Plaintiff and Chase have reached a settlement of a class action regarding non-exempt employees who worked in a Teller, In-Store Teller, Senior Teller, Lead Teller, LTOS, LTOS Trainee, Associate Banker, Lead Associate Operations, Personal Banker, Private Client Banker, or Relationship Banker position, or an equivalent position, for Chase in California at any time between November 17, 2016 and August 1, 2019. Chase's records show that you were employed in one of the above covered positions in California at some time between November 17, 2016 and August 1, 2019. Judge Michael P. Linfield of the Los Angeles County Superior Court of the State of California is overseeing the class action. The lawsuit is known as *Paulina Vega v. JPMorgan Chase Bank, N.A.*, Case No. BC698750 ("the Action").

2. What is this lawsuit about?

The lawsuit is about disputed wage and hour claims of non-exempt employees who worked in a covered position in California during the class period based on allegations that they worked off-the-clock without timely receiving minimum wage or overtime, that their overtime rates were not correctly calculated, that Chase did not properly provide them with meal and rest breaks, that Chase's wage statements issued to these employees were inaccurate, and the extent to which former employees were timely paid all of their owed wages at the time their employment ended. These potential claims by covered employees go back to November 17, 2016 through August 1, 2019 for periods of time when covered employees were working in covered positions in California.

3. Why am I receiving Notice?

You have been identified by Chase as someone who worked for Chase as a non-exempt employees who worked in a Teller, In-Store Teller, Senior Teller, Lead Teller, LTOS, LTOS Trainee, Associate Banker, Lead Associate Operations, Personal Banker, Private Client Banker, or Relationship Banker position, or an equivalent position, in California at any time between November 17, 2016 and August 1, 2019.

THE CLAIMS IN THE LAWSUIT

4. What does the lawsuit complain about?

In the lawsuit, Plaintiff contends that Chase violated California law, including the California Labor Code, and federal law by failing to timely and properly pay wages for all time worked, incorrectly calculating the overtime rate, failing to provide compliant and timely meal and rest breaks, issuing inaccurate wage statements, and failing to timely pay all of these owed wages at the time of termination. Plaintiff sought civil penalties for these claims. You can read Plaintiff's allegations as stated in the Second Amended Complaint, which is available at [\[settlement administrator webpage\]](#).

5. Has the Court decided who is right?

The Court hasn't decided whether Chase or the Plaintiff is correct. Chase and the Plaintiff reached a settlement by mediating the case with a neutral third party.

WHAT ARE THE TERMS OF THE SETTLEMENT?

6. Who is paying what for the settlement?

Chase has agreed to pay \$5,900,000.00 ("Gross Settlement Value") to settle all claims of Plaintiff, Class Members and Class Counsel.

7. How will the settlement be divided?

All Class Members will split a fund of approximately \$_____ ("Net Settlement Amount").

8. What are the requests for attorneys' fees, costs, settlement administration costs and an enhancement award to Plaintiff?

Class Counsel will request that the Court award Attorneys' fees of up to \$1,966,667. Class Counsel will also request that the Court award proven costs to Class Counsel not to exceed \$30,000. Counsel will also request that the Court award costs for Settlement Administration to be paid to the Settlement Administrator, estimated at \$_____. Counsel will also request that the Court award an enhancement fee to Plaintiff for her service, not to exceed \$10,000. Counsel will also ask the Court to authorize payment to the California Labor and Workforce Development Agency in the amount of \$187,500.

9. How will the Net Settlement Amount be divided amongst Class Members?

The Net Settlement Amount shall be divided between the Class Members based upon the percentage of his or her number of pay periods while working as a non-exempt Teller, In-Store Teller, Senior Teller, Lead Teller, LTOS, LTOS Trainee, Associate Banker, Lead Associate Operations, Personal Banker, Private Client Banker, or Relationship Banker position, or an equivalent position, for Chase in California during the Class Period compared to the total number of pay periods worked by all Class Members participating in the settlement. This will allow Claimants who worked more workweeks during the Class Period to receive a higher amount of the settlement.

Settlement payments will be allocated as follows: 50% to unpaid wages, 25% to penalties and 25% to interest. You must pay your own portion of payroll and income taxes on the 50% of each settlement payment that is unpaid wages, and such amounts will be withheld from settlement payments. Chase will pay its share of payroll taxes. You should consult with a tax advisor concerning the tax consequences of the payment you receive under the Settlement.

10. How many pay periods did I work during the class period and what will my approximate recovery be?

The class period began on November 17, 2016, and ended on August 1, 2019. According to Chase's records, the number of pay periods you worked as a non-exempt Teller, In-Store Teller, Senior Teller, Lead Teller, LTOS, LTOS Trainee, Associate Banker, Lead Associate Operations, Personal Banker, Private Client Banker, or Relationship Banker position, or an equivalent position, for Chase in California during this time period is _____. If you dispute the amount, you should provide written evidence supporting your dispute before _____, 201_ and send to:

_____ CLASS ACTION ADMINISTRATOR
[administrator]
[address, tel and fax]

Based on your work dates, the approximate amount of your recovery is \$_____. This amount may change depending on participation in the settlement by all class members (*e.g.*, if a class member opts out of the settlement, your amount may increase by a percentage of those settlement proceeds).

11. What claims would I be releasing if I participate in the settlement?

Upon Final Approval of the Settlement, each Class Member who has not opted out of the Settlement shall be deemed to have fully, finally, and forever released Settling Defendants, as that term is defined in the Stipulation of Settlement, from all Settlement Class Released Claims through August 1, 2019. Settlement Class Released Claims are any and all claims that accrued as of November 17, 2016 and that have been or could have been asserted in the Action, based on the facts alleged in the Second Amended Complaint including but not limited to any and all claims for overtime, minimum wage, meal and rest breaks, and waiting time penalties, and any and all claims that are derivative or directly related to the foregoing claims, which include any and all claims: for penalties, premium pay, punitive damages, and interest; for failure to furnish accurate wage statements; for violation(s) under the California Labor Code Private Attorneys General Act ("PAGA"); under California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 1198; for violation(s) of the California Business & Professions Code; and/or under the common law, such as conversion and unjust enrichment. All Settlement Class Members shall be bound by the release, unless they formally opt-out. All Settlement Class Members who cash their settlement checks shall also release any and all claims under the FLSA, including but not limited to claims under 29 U.S.C. § 206, 211(c) and 215(a), including liquidated damages, whether known or unknown, that accrued during the Class Period.

Settlement is further conditioned upon all Class Members releasing any claim under Labor Code § 2699, and upon covenant not to participate in any proceeding seeking penalties under § 2699 for claims based on the Settlement Class Released Claims.

YOUR RIGHTS AND OPTIONS

12. How do I receive my share of the settlement?

Your share of the Settlement will be mailed to you upon final approval of the Settlement by the Court.

If you do not opt out, you will be bound by all the terms of the settlement once the settlement is approved, and you will have permanently waived and released any claims you may have relating to the action, including the Released Claims as set forth above, and you will be prevented from suing Chase or participating in any other litigation or class action relating to the matters being settled in the action. You will be bound by this release even if you do not cash your settlement check.

13. Can I dispute the number of pay periods Chase claims I worked?

Yes. If you disagree with the amount of pay periods reported for you in this Notice, you may file a written dispute with the Settlement Administrator by _____ 2020. If you file a timely written dispute as to the number of pay periods, you should submit written proof proving your dispute. Chase will decide all disputes and its decision will be binding and final. **DO NOT CONTACT THE COURT TO DISPUTE YOUR WORK WEEKS.**

14. Can I object to the settlement?

Yes. If you do not wish to opt-out of the settlement but disagree with any portion of the settlement terms, you have the right to file an objection. If you file a timely written objection to the settlement with the Court, the Court may consider and may rule on any objection you have to the settlement. In order to have papers or briefs considered by the Court, any objecting Class Member must first file, by _____, 2020, an original and one copy of both the notice of intention to appear and the objections, with the court at:

Los Angeles County Superior Court
for the State of California
Department 34
111 North Hill Street
Los Angeles, California 90012

If you opt-out of the Settlement, you will be ineligible to object to the Settlement. Any written objections shall state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name and address. You may also appear in person at the hearing on final approval of the settlement to raise an objection before the Court without first submitting a written objection. Copies of all documents filed with the Clerk of the court must also be sent to the following counsel:

Class Counsel:

Robert Drexler
CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
Tel: (877) 606-6135
Fax: (310) 943-0396
Email:
info@ChaseTellerLawsuit.com

Counsel for Chase:

Carrie A. Gonell
Morgan, Lewis & Bockius LLP
600 Anton Blvd., Suite 1800
Costa Mesa, CA 92626
Tel. 1-714-830-0600
Fax. 1-714-830-0700
Email:
carrie.gonell@morganlewis.com

15. Can I opt out of the settlement?

Yes, but only to the class action portion of the Settlement. You may not opt out of the PAGA portion of the Settlement. Settlement Class members who wish to “opt out” of and be excluded from the class action portion of the Settlement must complete the Opt-Out Form included in the settlement packet and must be post-marked no later than _____ 2020. The request to opt out must include (a) your name, (b) indicate that you desire to exclude yourself from the class action Settlement, and (c) the last four digits of your social security number.

If you file a timely and valid Opt-Out Form, you will no longer be a member of the Class, and you will not be eligible to receive any of the Class Member benefits under the Settlement or object to the terms of the Settlement. You will not be bound by the non-PAGA terms of the Settlement, and may pursue any claims you may have, at your own expense, against Chase. You will, however, still be bound by the PAGA terms of the Settlement and will be ineligible to pursue any PAGA claims that this Settlement resolves.

16. What if I do nothing?

If you do nothing, you will receive your share under the Settlement from the Net Settlement Fund (as well as your allocation of the amount allocated to settle PAGA claims) after the Court has granted final approval. If you never cash your settlement check, you will still nevertheless be bound by all the terms of the Settlement, including the waiver and release of all Released Claims relating to the Action as set forth above (including the waiver and release of unknown claims) except for claims under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., which are released upon cashing the settlement check, and you will be prevented from suing Chase or participating in any other litigation or class action relating to the matters being settled in this action.

PROHIBITION AGAINST RETALIATION

17. Will I be retaliated for participating in the settlement?

No. Chase has agreed to this settlement and will not discriminate or retaliate against any Class Member who accepts benefits under the Settlement. Your participation in this lawsuit will in no way affect your employment relationship with Chase or any other employer.

THE LAWYERS REPRESENTING THE CLASS

18. Do I have a lawyer in this case?

Yes. The Court decided that Capstone Law APC and its lawyers are qualified to represent you and all Class Members. Capstone Law APC and its attorneys are referred to as "Class Counsel."

FINAL SETTLEMENT

19. How and when will the Court provide final approval of the settlement?

The Los Angeles County Superior Court for the State of California will hold a hearing on _____, 2020, at 8:30 a.m. in Department 34, located at 111 North Hill Street, Los Angeles, CA 90012 to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees, costs and expenses, settlement administration costs and an incentive award to the Plaintiff. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing unless you object to the proposed settlement.

20. When will I get my settlement check?

If there are no appeals to the settlement and the Court provides final approval, the checks will be mailed out approximately 30 days after the Court enters its order following the final approval hearing, currently scheduled for _____.

GETTING MORE INFORMATION

21. Are more details available?

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you are advised to refer to the underlying documents and papers on file with the Court.

You may visit the _____ Wage and Hour Class Action website at [admin website] where you will find specific documents related to this case and be able to access the Notice and other forms. There is no charge to view the documents on the website.

You may also contact Counsel for Plaintiff or Chase for information about this lawsuit:

- Write or email Class Counsel at:

Robert Drexler
CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067

Tel: (877) 606-6135
Fax: (310) 943-0396
Email: info@ChaseTellerLawsuit.com

- Contact Counsel for Chase:

CARRIE A. GONELL
MORGAN, LEWIS & BOCKIUS LLP
600 ANTON BLVD., SUITE 1800
COSTA MESA, CA 92626
TEL. 1-714-830-0600
FAX. 1-714-830-0700
EMAIL: CARRIE.GONELL@MORGANLEWIS.COM

Do not call, write or otherwise contact the Court or anyone employed by the Court.

Exhibit B

**ELECTION TO OPT OUT OF SETTLEMENT AND CLASS ACTION
(Opt-Out Form)**

Vega v. JPMorgan Chase Bank, N.A.

Los Angeles County Superior Court for the State of California (Case No. BC698750)

INSTRUCTIONS: Please complete this Form only if you do **not** want to participate in the Settlement that is described in the Notice of Settlement Of Class Action (“Class Notice”) that accompanies this Form. If you choose to complete this Form, you must include all of the information requested (including the last four digits of your Social Security Number, so that your information can be matched with JPMorgan Chase Bank, N.A.’s records) and submit it so that it is received by the Claims Administrator with a postmark date on or before **[insert]**.

I. PERSONAL INFORMATION

Name (first, middle, and last): _____

Home Street Address: _____

City, State, Zip Code: _____

Home Telephone Number: (____) _____

Last Four Digits of Social Security Number: _____

II. REQUEST FOR EXCLUSION

By signing and returning this Form, I certify that I have carefully read the Class Notice and that I wish to be excluded from the Class described therein. **I understand this means that I will not receive any money or other benefits under the Settlement and cannot object to the Settlement.**

III. MAILING INSTRUCTIONS

If you choose to return this Form, it must be received by the Claims Administrator with a postmark date on or before **[** INSERT DATE **]**, at the address listed below:

[Claims Administrator]

IV. PLEASE SIGN BELOW

I certify that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

(Signature)

(Print Name)