

NOTICE OF CLASS ACTION SETTLEMENT

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

To: All persons who were employed in non-exempt positions at Defendant OneWest's non-branch locations in California at any time during the period from September 18, 2014 through December 31, 2015.

On October 25, 2017, the Honorable Maren E. Nelson of the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members about the settlement. **You have received this notice because Defendant's records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Participating Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the net settlement amount. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 9:00 a.m. on March 9, 2018 in Department 307 of the Los Angeles County Superior Court located at 600 South Commonwealth Avenue, Los Angeles, California. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiff Tina Patel alleges in her operative Class Action Complaint that Defendant violated California state labor laws as a result of its alleged failure, among other things, to: (1) pay minimum and overtime wages for all hours worked; (2) provide meal periods; (3) timely pay wages during employment; (4) timely pay wages upon discharge or termination of employment; (5) provide accurate, itemized wage statements; and (6) unfair business practices.

After the exchange of relevant information and evidence, Plaintiff and Defendant agreed to enter into private mediation to attempt to informally resolve the claims in the case. On July 26, 2016, the parties participated in a mediation with Lisa Klerman, a respected mediator of wage-and-hour class actions. With Ms. Klerman's assistance, the parties were able to negotiate a settlement of Plaintiff's claims following additional negotiations.

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

Defendant has denied, and continues to deny the factual and legal allegations in the case and believe that it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case. Defendant has agreed to settle the case as part of a compromise with Plaintiffs.

Summary of the Proposed Settlement Terms

Plaintiffs and Defendant have agreed to settle the underlying class claims in exchange for the Class Settlement Amount of \$420,000. This amount is inclusive of: (1) Individual Settlement Payments to Participating Class Members; (2) Class Representative Enhancement Payment of \$10,000 to Plaintiff for her services on behalf of the class; (3) \$140,000 in attorneys' fees and \$16,000 in costs; (4) a \$12,000 payment to the California Labor and Workforce Development Agency ("LWDA") in connection and accordance with the Private Attorneys General Act of 2004 ("PAGA"); and (5) reasonable Settlement Administrator's fees and expenses estimated to be \$7,000. After deducting the Class Representative Enhancement Payments, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and

expenses, a total of approximately \$235,000 will be allocated to Class Members who do not opt out of the settlement (“Net Settlement Amount”).

Each Participating Class Member’s settlement payment will be based on the number of Workweeks each Class Member worked for Defendant during the period from September 18, 2011 through October 25, 2017 (“Class Period”). Settlement payments will be calculated as follows:

- (a) Defendant will calculate the total number of Workweeks worked by each Participating Class Member during the Class Period, and based on those calculations the Settlement Administrator will calculate the aggregate total number of Workweeks worked by all Participating Class Members during the Class Period.
- (b) To determine each Participating Class Member’s estimated “Individual Settlement Payment,” the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the “Workweek Value.” Each Participating Class Member’s “Individual Settlement Payment” will be calculated by multiplying each individual Participating Class Member’s total number of Workweeks by the Workweek Value.
- (c) The Settlement Administrator shall be responsible for reducing Individual Settlement Payment based on any required deductions for each Participating Class Members as specifically set forth herein, including employee-side tax withholdings or deductions.
- (d) The entire Net Settlement Amount will be disbursed to all Participating Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion from members of the Settlement Class, the Settlement Administrator will proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

According to Defendant’s records, you worked a total of [REDACTED] Workweeks during the Class Period. Your estimated payment is approximately \$ [REDACTED].

If you believe the information provided above is incorrect, please contact the Settlement Administrator at 800-556-4071. If you dispute the information stated above, you must provide documentation that establishes otherwise. If Class Counsel and Defendant’s counsel cannot reach agreement on the dispute, the Settlement Administrator will make a final decision on any dispute that you submit.

IRS Forms W-2 and 1099 will be distributed to Participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Participating Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 25% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued and 75% will be allocated to alleged unpaid penalties and interest for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

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

Questions? Contact the Settlement Administrator toll free at 1-800-556-4071

Option 2 – Opt Out of the Settlement

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

Patel v OneWest Resources, LLC, Settlement Administrator
CAC Services Group, LLC
6420 Flying Cloud Drive, Ste. 101
Eden Prairie, MN 55344

The written request to be excluded must be postmarked not later than January 28, 2018. If you submit a request for exclusion which is not postmarked by January 28, 2018, your request for exclusion will be rejected, and you will be included in the settlement class.

Option 3 – Object to the Settlement

If you wish to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number, and a written statement of all grounds for the objection. The objection must be mailed to the administrator at CAC Services Group, LLC, 6420 Flying Cloud Drive, Ste. 101, Eden Prairie, MN 55344.

All objections must be postmarked to the administrator on or before January 28, 2018. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for 9:00 a.m. on March 9, 2018, in Department 307 of the Superior Court of the State of California, for the County of Los Angeles and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds, which must be cashed within 180 days after issuance. In addition, you will be deemed to have released or waived the following claims (“Released Claims): All claims, rights, demands, liabilities, and causes of action, of every nature and description, arising during the Class Period, whether known or unknown, that were or could have been brought based on the same set of operative facts as those set forth in the September 18, 2015 complaint, or the March 7, 2017 complaint, arising during the period from September 18, 2011, to October 25, 2017. The claims released by the Participating Class Members include, but are not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, arising out of or based upon the following categories of allegations regardless of the forum in which they may be brought, to the fullest extent such claims are releasable by law: (i) all claims for unpaid overtime; (ii) all claims for meal break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for wage statement violations; and (vii) all other penalties recoverable for such claims under PAGA. As to the foregoing Released Claims, specifically the causes of action alleged in the complaints in the action, this release also includes a waiver of unknown claims in accordance with the provisions of California Civil Code § 1542, which provides: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing

Questions? Contact the Settlement Administrator toll free at 1-800-556-4071

the release, which if known by him or her must have materially affected his or her settlement with the debtor.” The released Claims will release Defendant, its subsidiaries, affiliates, parents, divisions, and their respective successors and predecessors in interest, and assigns, their past or present officers, directors, shareholders, board members, trustees, attorneys, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and other persons acting on their behalf, and each of them (“Release Parties”), but only with respect to a Class Member’s employment with Defendant OneWest Resources LLC, or any later claim that flows from, or is premised upon, the alleged conduct or wrongs during that employment with OneWest Resources LLC that is released.

If you choose **Option 2**, you will no longer be a Participating Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

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

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case.

All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

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