

UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF SETTLEMENT OF CLASS AND COLLECTIVE ACTION (“Class Notice”)

A United States District Court has authorized this notice.

This is not a solicitation from a lawyer.

If you were employed by JPMorgan Chase Bank, N.A. as a Facilities Manager at any time during the relevant time period from August 11, 2013, through April 17, 2018 (or from August 11, 2012, through April 17, 2018 if you were working in California), a settlement of a class action lawsuit may affect your rights.

Based on information in the records of JPMorgan Chase Bank, N.A. (“Chase”) you were employed by Chase as a Facilities Manager and are entitled to participate in the proposed settlement of the case captioned *Steve Thoma v. CBRE Group, Inc.; CBRE, Inc.; JPMorgan Chase National Corporate Services, Inc.; JPMorgan Chase Bank, N.A.; JPMorgan Chase & Co.*, Case No. 2:16-cv-06040-CBM-AJW (U.S. District Court for the Central District of California) (the “Lawsuit”). Under the terms of the settlement, you may claim money under the Settlement as either a Class Member or an FLSA Collective Member as defined below.

To receive a portion of the Settlement, you must file a claim so that it is received by the Claims Administrator with a postmark date on or before **July 31, 2018**. If you fail to file and properly submit a timely claim, you will receive nothing under the Settlement. Additionally, if you worked for Chase in California, Illinois, New York, or Texas, and you do not timely opt-out, you will be bound by the release of any state law claims described in this Notice even if you do not properly submit a timely claim and receive nothing under the Settlement.

1. WHAT IS THE PURPOSE OF THIS NOTICE?

PLEASE READ THIS NOTICE CAREFULLY. It contains important information about your rights concerning the settlement of the Lawsuit. If the Court approves the settlement, each Class Member will be bound by its terms unless he/she affirmatively opts-out of the Settlement. Each FLSA Collective Member that opts-in to the Lawsuit/settlement by returning the Claim Form attached to this notice will also be bound by the terms of the settlement. **WHETHER YOU ARE A CLASS MEMBER OR AN FLSA COLLECTIVE MEMBER, YOU WILL RECEIVE MONEY FROM THIS SETTLEMENT IF AND ONLY IF YOU RETURN THE ATTACHED CLAIM FORM TO THE CLAIMS ADMINISTRATOR POSTMARKED ON OR BEFORE JULY 31, 2018.**

The Court has ordered that this Notice be sent to you to inform you of your rights under the Settlement Agreement resolving the Lawsuit.

2. WHAT IS THIS CASE ABOUT?

The Lawsuit asserted claims under the Fair Labor Standards Act (“FLSA”) and similar state laws alleging that Chase failed to properly compensate Facilities Managers for overtime worked. The Lawsuit also alleges that for Facilities Managers employed by Chase in California, Illinois and New York, Chase did not provide proper meal and rest breaks under applicable state law. The Lawsuit also alleges that Facilities Managers employed by Chase in California did not timely receive their final wages, and did not receive accurate and itemized wage statements.

Chase denies these allegations and believes that its Facilities Managers received all monies to which they were entitled. The Parties have entered into this Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. The Court has not made any ruling on the merits of Plaintiff’s claims. No party has prevailed in this action.

If you were employed by Chase as a Facilities Manager during the Covered Period,¹ then the Parties have reached this Settlement on your behalf and the rest of this Notice will affect your rights under the Settlement.

¹ The Covered Period for claims brought in this Lawsuit under federal law, and Texas, Illinois, and New York state law is August 11, 2013, through April 17, 2018, inclusive. The Covered Period for the California state law claims is August 11, 2012 through April 17, 2018, inclusive.

3. HOW WILL MY SHARE OF THE SETTLEMENT FUND BE CALCULATED?

If the Settlement is given final approval by the Court, Chase will pay up to a maximum of \$625,000.00 in total settlement funds (the maximum figure excludes Chase's share of withholding taxes). If the Court also approves the payments set forth below, the following payments and expenses will be deducted from the \$625,000.00 prior to distribution of the settlement funds to Settlement Class Members and/or participating FLSA Collective Members:

- **Attorneys' Fees and Costs:** Class Counsel will apply to the Court for recovery of actual litigation costs not to exceed \$20,000 and attorneys' fees of 25% of the Settlement Fund, which is \$156,250.
- **Service Enhancement Award:** If the Court approves such payment, a total of \$10,000 will be paid to Plaintiff.
- **Claims Administrator Costs:** Class Counsel will apply to the Court for recovery of all costs of administration of this settlement.
- **Reserve Fund:** The parties have agreed to create a Reserve Fund not to exceed \$5,000 to pay certain claims and disputes that arise after the Net Settlement Fund has been paid out.

If the Court approves these payments, the remaining Settlement Fund (the "Net Settlement Fund") will be distributed as follows:

- A portion of the Net Settlement Fund will be allocated to each Class Member² and/or FLSA Collective Member³ based on the percentage of the total workweeks that the Class Member and/or FLSA Collective Member worked in the Covered Position during the Covered Period, according to Chase's records, and any relevant state multipliers.⁴
- Chase will deduct the employee's share of withholding taxes from eighty percent (80%) of these payments, which are deemed wages.
- The attached Claim Form contains an estimated amount of your Individual Settlement Amount, which has been calculated based on Chase's records as to the amount of time you worked in a Covered Position during the Covered Period in the relevant state. Chase's personnel records are presumed to be correct unless you submit documents proving otherwise.

4. HOW CAN I COLLECT MY SHARE OF THE SETTLEMENT?

In order to collect your share of the settlement, you must fill out a Claim Form. Attached to this Notice is a Claim Form which you must fill out and mail, postmarked on or before **July 31, 2018**, to:

Thoma v. JPMorgan Chase Claims Administrator
P.O. Box 404041
Louisville, KY 40233-4041
Toll Free 1-866-673-9635

Chase cannot and will not retaliate against you for participating in this Settlement and/or filing a Claim Form.

² Class Members include any individual who worked as a Facilities Manager during the applicable Covered Period (see footnote 1) in California, Illinois, New York, or Texas. The certified classes are the "California Class" and the "Non-California Class," which includes the "Illinois Subclass," "New York Subclass," and "Texas Subclass."

³ FLSA Collective Members include any individual who was employed by Chase as a Facilities Manager from August 11, 2013, through April 17, 2018, inclusive.

⁴ The Individual Settlement Amounts that each Class Member may receive under this settlement will be multiplied by a fixed number to compensate for additional claims under state law that the Class Member agrees to release. The size of the multiplier depends on the claims in that state that the Class Members is releasing. In California, the multiplier is 2.5. In New York, the multiplier is 1.5. In Illinois, the multiplier is 1.5. In Texas, the multiplier is 1.0.

It is your responsibility to retain proof of timely mailing or submission of a Claim Form until receipt of your settlement payment. If you move to a new address, please send the Claims Administrator your new address. It is your responsibility to provide a forwarding address to the United States Post Office and your current address to the Claims Administrator.

If you are found eligible to participate in the Settlement, you should not expect to receive any payment until the Settlement is final, which will likely occur after October 16, 2018.

5. WHAT IS THE LEGAL EFFECT OF THE SETTLEMENT?

Once the Court enters a Final Order and Judgment, if you are a Class Member that does not opt-out of this settlement, you shall fully release and discharge all Settling Defendants⁵ of and from:

- *(For California Class Members)* any and all known and unknown wage and hour claims that accrued during the period between August 11, 2012 through April 17, 2018, which have been or could have been asserted in this Lawsuit, based on the facts alleged, by Class Members who do not opt-out of the settlement, including claims under any legal theory for failure to pay overtime, failure to provide meal and rest periods, failure to timely pay final wages, and/or failure to furnish accurate wage statements, any and all claims for recovery of overtime pay, premium pay for missed meal and/or rest periods, and/or penalties, claims under California's Wage Orders, claims under the California Labor Code, all waiting time penalties that were sought or could have been sought in the Lawsuit, other related penalties, related tort and related punitive damages claims, and/or violations of the California Business & Professions Code and/or claims under the Employee Retirement Income Security Act ("ERISA") that are directly related or derivative of the Settlement Class Released Claims.

The settlement is intended to include in its effect all Released Claims, including claims that each California Class Member does not know or suspect to exist in his or her favor against Chase at the time of the release that are directly related to the Released Claims as described above. The California Class Members shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may otherwise have had relating to the Released Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

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 the release, which if known to him or her must have materially affected his or her settlement with the debtor;

- *(For Illinois and New York SubClass Members of the Non-California Class)* any and all wage and hour claims that accrued during the period between August 11, 2013 through April 17, 2018, which have been or could have been asserted in this Lawsuit, based on the facts alleged, by Class Members who do not opt-out of the settlement. This release of claims shall include any and all applicable state law wage and hour claims, obligations, demands, actions, rights, causes of action, and liabilities against Settling Defendants, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, statute, or other applicable law, including claims that the Class Member does not know or suspect to exist in his or her favor at the time of the entry of the Court's Judgment in the Lawsuit, that accrued between August 11, 2013 and April 17, 2018, for any type of relief, including without limitation claims for wages, damages, premium pay, unpaid costs, penalties

⁵ "Settling Defendants" include JPMorgan Chase National Corporate Services, Inc., JPMorgan Chase & Co., JPMorgan Chase Bank, N.A., and any of their affiliates, divisions, subsidiaries, parents, predecessors (including Washington Mutual Bank and Washington Mutual, Inc. and their affiliated and related entities), any merged entity or merged entities and/or their or their present and former officers, partners, directors, employees, agents, shareholders and/or successors, assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof.

(including late payment penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, based on the following categories of allegations: (a) any and all claims asserted in the Lawsuit; (b) any and all claims under applicable state laws for the failure to pay any type of overtime compensation; (c) any and all claims under applicable state laws for the failure to provide or pay for meal periods; and (d) any and all claims for penalties or additional damages which allegedly arise from or are directly related to or derivative of the claims described in (a) through (c) above under any applicable law; including but not limited to New York Labor Law, Art. 6 §§ 162, 191(d)(3), § 195(3), and 198(a-1) and Art. 19 § 663; and Illinois Minimum Wage Law, 820 ILCS 105/12 and 115/10; Illinois Wage Payment and Collection Act, 820 ILCS 115/5; and Illinois One Day Rest in Seven Act, 820 ILCS § 140/3.

- *(For Texas SubClass Members of the Non-California Class)* any and wage and hour claims that accrued during the period between August 11, 2013 through April 17, 2018, which have been or could have been asserted in this Lawsuit, based on the facts alleged, by Class Members who do not opt-out of the settlement. This release of claims shall include any and all applicable state law wage and hour claims, obligations, demands, actions, rights, causes of action, and liabilities against Settling Defendants, whether in law or equity, whether sounding in tort, contract, statute, or other applicable law, including claims that the Class Member does not know or suspect to exist in his or her favor at the time of the entry of the Court's Judgment in the Lawsuit, that accrued between August 11, 2013 and April 17, 2018, for any type of relief, including without limitation claims for wages, damages, premium pay, unpaid costs, penalties (including late payment penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, based on the following categories of allegations: (a) any and all claims asserted in the Lawsuit on behalf of employees in the applicable state; (b) any and all claims under applicable state laws for the failure to pay any type of overtime compensation; (c) any and all claims for penalties or additional damages which allegedly arise from or are directly related to or derivative of the claims described in (a) through (b) above under any applicable law.

In addition, if you sign and return a Claim Form that is accepted pursuant to this Settlement, you will forever and fully release Chase and Settling Defendants from any FLSA claims, including liquidated damages, through April 17, 2018.

This Settlement is intended to include in its effect all claims identified above, including claims that you do not know or suspect to exist in your favor against Chase or Settling Defendants at the time of the release. You shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits you may otherwise have had relating to the claims identified above.

The claims described above that are being released shall be called the "Released Claims."

6. HOW DO I OPT-OUT OF THE SETTLEMENT CLASS?

If you are a Class Member, you have the option of opting-out of the Settlement Agreement if you do not want to participate in the Settlement or be bound by the release of claims described above. To opt-out of the Settlement Agreement, you must do so by submitting a completed Opt-Out Form that must be post-marked no later than **July 31, 2018**. The Opt-Out Form must include your name, address, and the last four digits of your social security number or your employee identification number.

If you do not opt-out, you will be bound by the terms of the Settlement Agreement, and you will not receive any money or other benefits under the Settlement. If you choose to opt-out, send your Opt-Out Form to:

Thoma v. JPMorgan Chase Claims Administrator
P.O. Box 404041
Louisville, KY 40233-4041
Toll Free 1-866-673-9635

If you are an FLSA Collective Member, for any period in which you are not also a Class Member, you do not need to submit an Opt-Out form if you do not want to participate and you will *not* be bound by the release of FLSA claims described above.

7. WHAT IF I HAVE AN OBJECTION TO THE SETTLEMENT?

If you have not opted out of the Settlement, have filed a timely and proper Claim Form, and if you wish to present objections to the proposed settlement at the Fairness Hearing, you must first do so in writing. You are not required to submit an objection. Written objections must be filed with the Court, and served on all counsel of record at the addresses below by September 24, 2018.

United States District Court for the Central District of California:

Courtroom 8B
350 W. 1st Street
Los Angeles, CA 90012

Class Counsel:

Mike Curtis
BAKER CURTIS & SCHWARTZ, P.C.
44 Montgomery Street, Suite 3520
San Francisco, CA 94104
Tel: 1-415-433-1064
Fax: 1-415-366-2525
Email: mcurtis@bakerlp.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

Written objections must contain your name and address, must be signed by you, and must include reference to the matter of *Thoma v. CBRE Group, Inc., et al.*, Case No. 2:16-CV-06040-CBM-AJW. If you opt-out of the settlement, you have no standing to object to the settlement.

Any written objections shall state each specific reason for your objection and any legal support for each objection. You may enter appearance through an attorney if you so desire. You are responsible for paying your attorney.

8. CAN I DISPUTE THE NUMBER OF WORK WEEKS THAT CHASE CLAIMS I WORKED?

The Claim Form accompanying this Notice contains the number of weeks Chase's records reflect that you were employed by Chase in a Covered Position during the Covered Period. If you disagree with those work weeks, you may file a written dispute with the Claims Administrator by July 31, 2018. If you file a timely written dispute as to the number of work weeks, you should submit written proof proving your dispute. Chase's Counsel, after consultation with Class Counsel, will investigate the challenge and will determine whether any additional amount is owed to the Qualified Claimant making the challenge. Should the Parties' Counsel not agree, the Claims Administrator will decide the Qualified Claimant's challenge. **DO NOT CONTACT THE COURT TO DISPUTE YOUR WORK WEEKS.**

9. WHEN IS THE FAIRNESS HEARING?

A hearing (the "Fairness Hearing") before the Honorable Consuelo B. Marshall will be held on October 16, 2018, at 10:00 a.m. at the United States District Court for the Central District of California, 350 W. 1st Street, Los Angeles, CA 90012, Courtroom 8B. The purpose of this hearing will be for the Court to determine whether the Settlement is fair, adequate, and reasonable and should be approved by the Court. The Court will take into account any comments or objections filed in accordance with the procedures described above.

10. WHAT IF I DO NOTHING?

If you do nothing, you will not receive any share under the Settlement or any payments from the Net Settlement Fund. However, if you do nothing, Class Members will still nevertheless be bound by all the terms of the Settlement, including the waiver and release of all Released Claims relating to the Lawsuit 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.*, 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.

11. HOW DO I OBTAIN ADDITIONAL INFORMATION?

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. In case there is any discrepancy between this Notice and the Settlement Agreement, the terms of the Settlement Agreement will control. For more detailed information, you are advised to refer to the underlying documents and papers on file with the Court.

Class Counsel has a website located at <http://www.bakerlp.com/j-p-morgan-chase-class-action-settlement>, which contains the Settlement Agreement that has been filed with the Court.

You can also access the Court's docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District for the Central District of California.

If you have questions about this Notice or want additional information, you can contact:

Class Counsel:

Mike Curtis
BAKER CURTIS & SCHWARTZ, P.C.
44 Montgomery Street, Suite 3520
San Francisco, CA 94104
Tel: 1-415-433-1064
Fax: 1-415-520-0446
Email: mcurtis@bakerlp.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

You may also contact the Claims Administrator at the address/phone number listed above.

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