

United States District Court  
For the Northern District of California

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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

SAMSON LEW, on behalf of	)	Case No. 08-1993
himself and classes of those	)	
similarly situated,	)	<u>ORDER RE: JOINT STIPULATION</u>
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
COUNTRYWIDE FINANCIAL	)	
CORPORATION, et al.,	)	
	)	
Defendants.	)	
	)	
	)	

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Plaintiff Samson Lew ("Lew") brings this putative class action in connection with alleged violations of California's wage-and-hour laws and the Fair Labor Standards Act by Defendants Countrywide Financial Corporation and a number of other entities (collectively, "Defendants"). Fifty-six individuals have affirmatively opted in to the putative class by submitting written consent forms (the "Qualified Opt-Ins"). Now before the Court is a Joint Stipulation to dismiss the action in its entirety and with prejudice as to Lew and the Qualified Opt-Ins. ECF No. 131 ("Joint Stip.").

Pursuant to the Joint Stipulation of Settlement and Release ("Settlement Agreement"), Defendants shall pay \$99,000 to Lew, his attorneys, and the Qualified Opt-Ins. ECF No. Specifically, the Settlement Agreement provides that Lew will receive \$2,465.02, Plaintiff's counsel will receive \$36,540, and the remainder will be

1 distributed among the Qualified Opt-Ins. Stip Ex. A ("Settlement  
2 Agreement") at 6-7. In consideration for these payments, Lew and  
3 the Qualified Opt-Ins will release their claims against Defendants.  
4 Id. at 8-9. The Qualified Opt-Ins may opt out of the settlement  
5 and avoid releasing their claims by returning their settlement  
6 checks to Plaintiff's counsel within the ninety-day check-cashing  
7 period prescribed by the Settlement Agreement. Id. at 9. The  
8 rights of the other putative class members will not be affected by  
9 the Settlement Agreement.

10 Having reviewed the papers submitted by the parties, the Court  
11 is concerned about the notice provided to the Qualified Opt-Ins.  
12 See ECF No. 133 Ex. A ("Notice"). The Notice should clearly convey  
13 at least two messages: (1) the Qualified Opt-Ins' settlement checks  
14 expire ninety days from the date of issue; and (2) the Qualified  
15 Opt-Ins may opt out of the settlement by returning their settlement  
16 check to Plaintiffs' counsel within the ninety-day check cashing  
17 period. In light of the legalese used in the Notice, these  
18 messages could easily be missed by a lay person. Further, the  
19 first page of the Notice does not even mention the possibility of  
20 opting out of the Settlement. It is also unclear from the Notice  
21 where, exactly, the Qualified Opt-Ins should send their settlement  
22 checks if they wish to opt out or who they can contact if they have  
23 any questions.

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The parties shall revise the Notice in accordance with this guidance. The Court shall stay its consideration of the Joint Stipulation pending the submission of the revised Notice.

IT IS SO ORDERED.

Dated: August 27, 2012

  
UNITED STATES DISTRICT JUDGE