

**U.S. BANK CLASS ACTION  
NOTICE OF SETTLEMENT**

**If you are or were employed by U.S. BANK, N.A. as an In-Store Banker 1, In-Store Banker 2, Senior In-Store Banker 1, and/or Senior In-Store Banker 2 at In-Store Locations in California at any time from September 30, 2010 to present, this class action settlement may affect your rights.**

The UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA (“Court”) has authorized this notice in *BROOKS, ET AL. v. U.S. BANK, N.A.*, Case No. C12-4935 EMC (the “Action”).

- In August, 2012, a former In-Store Banker 2 sued U.S. Bank, N.A. (“U.S. Bank”). In July, 2013, a First Amended Complaint was filed, adding an additional former In-Store Banker 2 as a plaintiff. In sum, the two former employees made the following claims against U.S. Bank on behalf of In-Store Bankers 1, In-Store Bankers 2, Senior In-Store Bankers 1, and/or Senior In-Store Bankers 2 who worked at an in-store location in California (“Class Positions”) from September 30, 2010 to [date of preliminary approval] (“Class Period”): (1) failure to provide legally compliant rest periods, (2) failure to pay all wages immediately upon termination, and (3) failure to meet the legal standard for providing suitable seating.
- U.S. Bank denies the claims and asserts that it has always provided lawful rest periods, timely paid wages upon termination, and provided suitable seating to its employees in Class Positions in compliance with California law.
- The parties have reached a settlement. The Court has preliminarily approved a settlement of this case, in which **U.S. Bank has agreed to pay \$1,900,000 to resolve the claims asserted in the action** and related claims of employees in Class Positions (“Settlement”). **The enclosed Share Form gives an estimate of the amount you will receive in this Settlement.**
- The Court certified the case as a class action for settlement purposes on (date). All employees in Class Positions who worked at any time during the Class Period are included in the class covered by this settlement (“Class Member”).
- You are receiving this notice because U.S. Bank’s records indicate that you are a Class Member.

**Read this Notice Carefully, as your legal rights may be affected and you have a choice to make now.**

**There will be no retaliation or negative treatment by U.S. Bank against you based on your decision to accept the money from this Settlement.**

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT**

You may choose to do one of the following three things:

**Participate in the Settlement and Collect a Settlement Award.**

*You do **not** need to do anything in order to receive a settlement award in this case. If the Court grants final approval, you will receive a settlement check, and you will have 90 days to cash the settlement check. In exchange, you will give up your right to*

	<i>sue for rest period pay, timely payment of wages upon termination, suitable seating, related penalties, and related claims released by the Settlement.</i>
<b>Object to the Settlement</b>	<i>The Court will decide whether any objections to the settlement are valid. If you file an objection and it is rejected by the Court, you will still participate in the settlement, collecting your money and giving up your right to sue for rest period pay, timely payment of wages upon termination, suitable seating, related penalties, and related claims released by the Settlement.</i>
<b>Opt out of the Settlement</b>	<i>You will receive no money from the class action settlement in this Action, but will preserve any rights you would otherwise have to sue U.S. Bank for the claims made in this Action.</i>

## I. BACKGROUND OF THE CASE

On August 21, 2012, Plaintiff Cynthia Brooks filed a class action lawsuit against U.S. Bank on behalf of herself and all other employees in Class Positions. Jacob Swoyer joined as a Plaintiff in the Action in July 2013. Plaintiffs allege that they and other employees in Class Positions were not provided all legally required rest periods on those days when only two employees were scheduled to work at in-store position, were not timely paid wages upon termination, and were not provided with suitable seating during the class period from September 30, 2010 to (date of preliminary approval order).

U.S. Bank denies any liability or wrongdoing of any kind associated with these claims. The Court has not decided whether any violations occurred.

After three days of mediation and settlement conferences between the Plaintiffs and U.S. Bank (the “Parties”), they reached this Settlement. This Settlement has been given preliminary approval by the Court, and this notice is being sent to all Settlement Class Members – including you – who now have the opportunity to receive a portion of the \$1,900,000 settlement payment.

By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial, and Class Members such as yourself will receive your compensation more quickly than if the matter continued to trial. Plaintiffs and their attorneys think the settlement is in the best interests of the Settlement Class.

## II. SUMMARY OF THE PROPOSED SETTLEMENT

### A. Who is included in the Settlement?

You are included in the Settlement if you were employed by U.S. Bank as an In-Store Banker 1, In-Store Banker 2, Senior In-Store Banker 1, and/or Senior In-Store Banker 2 at an in-store location in California at any time during the period September 30, 2010 to (date of preliminary approval order) and do not opt out as described in this notice. You need not do anything to participate in the Settlement.

### B. How much is my share of the Settlement if it is approved?

U.S. Bank will make a settlement payment (“Settlement Payment”) of \$1,900,000, if the Court grants final approval of the Settlement. As will be described in more detail below, the amount available for Settlement Class Members from the \$1,900,000 is estimated at \$1,146,667. The \$1,900,000 will be apportioned as follows:

\$633,333	(33 1/3% Award for Attorneys’ Fees)
\$20,000	(Estimated Litigation Costs)

\$10,000	(Class Representatives' Service Payments)
\$90,000	(Payment to Labor and Workforce development Agency)
\$1,146,667	(Estimated "Net Settlement Fund" Payable to Settlement Class)

The Net Settlement Fund may vary depending upon whether, and in what amounts, the Court approves the attorneys' fees, litigation cost reimbursements, and service payments.

The entire Net Settlement Fund will be paid to Settlement Class Members based upon the following formula: The number of weeks worked by each Settlement Class Member in a Class Position at any time during the Class Period in relation to the number of weeks worked by all members of the Settlement Class during the Class Period (*i.e.* a pro-rata portion of the Net Settlement Fund based on time worked by each Settlement Class Member.) Preliminarily, it is estimated that each participating Settlement Class Member will be paid approximately \$XXX for each week he or she worked in a Class Position during the Class Period.

Each Settlement Class Member who worked in a Class Position, according to U.S. Bank's records, will be sent a payment calculated as described above. **The estimated amount that you can expect to receive pursuant to the proposed terms of the Settlement is stated in the enclosed Share Form.** This estimated amount is subject to change, depending on the final number of Settlement Class Members who participate in the Settlement among other things. If you cash your check during the first round of check distribution, you may also be eligible to receive a second additional check that would increase the recovery you are entitled to. The second round of checks will re-distribute amounts for checks that were issued but not cashed after the first round of check distribution.

The Settlement Payment to you will be treated as one-third (33 1/3%) for rest period wages and two thirds (66 2/3%) for interest and penalties. From the portion payable for rest period pay, certain taxes will be withheld as required by law. You will receive separate IRS Forms for the two portions of the payment. If you decide to participate in the settlement and collect your share of the fund, you will be responsible for correctly characterizing these payments for personal tax purposes and paying any taxes owed on the amounts. Neither the Settlement Administrator, Plaintiffs, U.S. Bank, nor any of their lawyers are authorized to provide tax reporting advice and provide no advice as to whether receipt of this payment will impact your prior or future tax filings. You should obtain independent tax advice regarding these matters.

### **C. What if the information on my Share Form is incorrect?**

You are not able to dispute the amount that is allotted to you under the terms of the settlement agreement. However, if you believe that the amount you receive from the Settlement has been incorrectly calculated due to an error in records showing your dates of employment in a Class Position, you may dispute or "challenge" the listed time period(s) in which you worked in a Class Position during the Class Period. The Share Form enclosed with this Notice lists the dates that you worked for U.S. Bank in a Class Position during the Class Period. If you think that the dates worked are incorrect, you may challenge it by sending a written challenge along with any documents or other supporting evidence to the Settlement Administrator. Such challenges must be post-marked by no later than [REDACTED].

U.S. Bank's records will be presumed to be correct, but U.S. Bank will evaluate any information and evidence submitted by you. Any disputes will be finally resolved by the parties.

**If the Share Form does not correctly state your name or contact information, please inform the Settlement Administrator immediately.** You can do this by calling or writing to:

U.S. Bank Class Position Settlement Administrator  
c/o Dahl Administration.

**ADDRESS AND TOLL FREE PHONE**

### **D. When will I receive my Settlement Payment(s)?**

The first round of Settlement Payments will be made approximately 50 days after final court approval of

the Settlement and after all rights to appeal or review are exhausted or any appeal or review has been resolved in favor of the Settlement. The earliest that this could occur is XXX. The second round of payments – paid only to Employees in Class Positions who cash their check in the first round of payments – will be sent approximately four and a half months later. You will have 90 days to cash your first settlement check. If you do not cash it, you will not be eligible for any further money, but you will still release your claims against U.S. Bank, as set forth in section G below.

**E. What can I do if I oppose the Settlement?**

You may object to the terms of the Settlement before final approval, either by filing a written objection or filing a notice of your intent to appear and object at the final approval hearing at the time and place listed below in this notice. However, if the Court rejects your objection and approves the Settlement you will be bound by the terms of the Settlement.

To object, you must send a written notice of objection or a written notice of your intent to appear and object at the final approval hearing to the Settlement Administrator, with a copy to the Class Counsel, at the addresses shown below. The Settlement Administrator will file your objection with the Court before the final approval hearing. **DO NOT TELEPHONE THE COURT OR DEFENDANT’S COUNSEL.**

Any written objection and/or notice of your intent to appear at the hearing must state each specific reason in support of your objection. Your written objection and/or notice of your intent to appear at the hearing must also state your full name, address, date of birth, and dates of your employment at U.S. Bank. **To be valid and effective, the Settlement Administrator and/or the Court must receive any written objections and/or notices of intent to appear at the hearing no later than [REDACTED].** A Settlement Class Member who fails to file and serve a written statement of objection in the manner described above and by the specified deadline will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

To object, send your objection to :

U.S. Bank Class Action Settlement Administrator  
**c/o Dahl Administration**  
**ADDRESS AND TOLL FREE PHONE**

And also send a copy of your objection to:

Eve H. Cervantez  
Laura S. Trice  
ALTSHULER BERZON LLP  
177 Post Street, Suite 300  
San Francisco, CA 94108  
Telephone: (415) 421-7151  
Facsimile: (415) 362-8064

Harvey Sohnen  
Patricia Kelly  
LAW OFFICES OF SOHNEN & KELLY  
2 Theatre Square, Suite 230  
Orinda, CA 94563  
Telephone: (925) 258-9300  
Facsimile: (925) 258-9315

## **F. What if I Do Not Want to Be Part of This Settlement?**

**If you do not want to participate in this Settlement**, you must notify the Settlement Administrator in writing of your decision to “opt-out” of the settlement. If you opt-out of the settlement, you will not receive any money from the settlement but you will retain your rights to bring any claims against U.S. Bank that are otherwise released by the settlement. If you do not opt-out, you will be bound by the terms of the settlement and will receive payment under the settlement.

If you choose to opt-out of the settlement, your request must be **postmarked no later than sixty days from the date this notice is mailed**, \_\_\_\_\_. Your mailed notice of intent to opt out of the case must state: “I wish to opt-out of the settlement of this case, *Brooks v. U.S. Bank* (N.D. Cal. Case No. C12-4935EMC). I understand that by requesting to be excluded from the settlement, I will receive no money from the class action settlement in this lawsuit, but that I am preserving any rights I would otherwise have to sue U.S. Bank for the claims made in this lawsuit.” You must also: (a) include your full name, address, and date of birth; and (b) sign the opt-out request. Please send the opt-out request directly to the settlement administrator at the following address: \_\_\_\_\_.

## **G. What claims will I release by participating in the Settlement?**

If you do not opt out from the settlement, you will release the claims resolved in the Agreement. This means that in exchange for any money you receive under the settlement, you will not be able to sue or continue to sue U.S. Bank in any other case that involves the claims alleged in the First Amended Complaint in this lawsuit or claims that could have been brought based on the facts alleged in the Complaint or First Amended Complaint, whether they are known or unknown. Specifically, unless you opt out of this Settlement, on behalf of yourself and your heirs and assigns, you release U.S. Bank from the following “Released Claims”: (1) any claims, damages, or causes of action alleged in the First Amended Complaint in this Action, whether known or unknown, as well as (2) similar claims that arise from the same factual predicate of the Action, the Complaint, or the First Amended Complaint, whether known or unknown, that exist through the date of Preliminary Approval. The Released Claims include claims for failure to provide rest periods under California Labor Code sections 226.7, 558 and 1198 and/or California Industrial Welfare Commission Wage Order 4 section 12, failure to provide suitable seating under California Labor Code section 1198 and/or California Industrial Welfare Commission Wage Order 4 section 14, waiting time penalties under California Labor Code sections 201-203, improper wage statements under California Labor Code section 226, unfair and unlawful business practices in violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code section 17200 *et seq.*, and/or penalties established by the California Private Attorney General Act, Cal. Labor Code section 2698 *et seq.* You may discover facts in addition to or different from those which you now know or believe to be true with respect to the subject matter of the Released Claims, but you will fully, finally and forever settle and release any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity and without regard to the subsequent discovery or existence of such different or additional facts. With respect to any and all Released Claims enumerated above, you will have waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, 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 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

**H. What additional payments will be made to the Class Representatives?**

In addition to their respective shares as participating Settlement Class Members, Plaintiff Brooks will be paid up to \$7,500, and Plaintiff Swoyer will be paid up to \$2,500, subject to Court approval, for their services as Class Representatives bringing this case, as well as their willingness to accept the risks of being Class Representatives. These payments will be deducted from the Settlement Fund.

**I. What payments will be made for applicable taxes on Settlement Payments?**

Taxes required to be withheld from Settlement Payments to Class Members will be withheld from the portion (33 1/3%) of their checks allocated to payments for rest period wages. No tax withholdings will be made by the Settlement Administrator on the remaining (66 2/3%) portion of Settlement Payments.

**J. What payments will be made to the attorneys representing the Settlement Class?**

Class Counsel will request approval from the Court for payment of attorneys' fees of 33 1/3 % of the total Settlement, or \$633,333, plus reimbursement of actual litigation costs up to \$20,000. These amounts will be deducted from the Settlement and are subject to Court approval. Class Members may request a copy of the Motion for Attorneys' Fees and Costs from Class Counsel, whose contact information is listed in Section IV below. The motion will also be posted on Class Counsel's website, [insert website].

**K. What payments will be made for costs of settlement administration?**

The costs of administering the Settlement will be paid by U.S. Bank and will not be deducted from the Settlement, except for the administration costs associated with any second round distribution that may occur under the terms of the Settlement. In that event, such costs will be deducted from the Settlement.

**L. Who are my attorneys?**

The Court has appointed the following attorneys to represent you and the rest of the class: Altshuler Berzon LLP and the Law Offices of Sohnen & Kelly. Their contact information is listed in Section IV below.

The Court has decided that Altshuler Berzon LLP and the Law Offices of Sohnen & Kelly are qualified to represent you and all other Settlement Class Members. You do not need to hire your own attorney because Class Counsel are working on your behalf. But if you want your own attorney, you may hire one at your own cost. In some circumstances, Class Members' attorneys may be able to recover a reasonable award of attorney's fees.

**III. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a final approval hearing on the proposed Settlement on June 12, 2014 at 1:30 p.m., at Courtroom 5, United States District Court, Northern District of California, 450 Golden Gate Avenue, 17<sup>th</sup> Floor, San Francisco CA 94102. The purpose of this hearing is to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and expense reimbursement and the Class Representatives' service payments. The hearing may be postponed without further notice to the Settlement Class Members.

**It is not necessary for you to appear at this hearing** unless you wish to object to the Settlement. If you have given written notice of your objection to the Settlement, you may appear at the hearing at your option if you have filed a notice of intent to appear by                     . If you have not given written notice of your objection and intention to appear, any objection you have may not be heard by the Court.

#### **IV. GETTING MORE INFORMATION ABOUT THE SETTLEMENT**

This Notice contains a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Joint Stipulation of Class Action Settlement and Release between Plaintiffs and U.S. Bank which can be obtained by contacting Plaintiffs' counsel listed below:

Eve H. Cervantez  
Laura S. Trice  
ALTSHULER BERZON LLP  
177 Post Street, Suite 300  
San Francisco, CA 94108  
Telephone: (415) 421-7151  
Facsimile: (415) 362-8064

Harvey Sohnen  
Patricia M. Kelly  
LAW OFFICES OF SOHNEN & KELLY  
2 Theatre Square, Suite 230  
Orinda, CA 94563  
Telephone: (925) 258-9300  
Facsimile: (925) 258-9315

Settlement Class Members may access the following website maintained by Class Counsel to view the First Amended Complaint and settlement documents: (insert website address)

#### **IMPORTANT:**

- 1. PLEASE DO NOT TELEPHONE THE COURT, U.S. BANK, OR U.S. BANK'S LAWYERS FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIMS PROCESS.**
- 2. If you move or change address, please send the Administrator your new address. It is your responsibility to keep a current address on file with the Administrator to ensure receipt of your Settlement Payment(s). Failure to do so may result in non-payment or delay in payment. Please send any changes in your contact information to [information for \_\_\_\_]**
- 3. It is strongly recommended that you keep a copy of any objection or opt out that you submit, and proof of timely mailing and/or faxing, until after the Final Approval hearing.**