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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

SANDRA WEST and HECTOR MEMBRENO,
individually and on behalf of all other similarly
situated,

Plaintiffs,

vs.

CALIFORNIA SERVICE BUREAU, INC.

Defendant.

Case No. 4:16-cv-03124-YGR

~~PROPOSED~~ **SETTLEMENT
APPROVAL ORDER AND FINAL
JUDGMENT**

As Modified by the Court

Judge: Hon. Yvonne Gonzalez Rogers

~~PROPOSED~~ ORDER APPROVING
AWARD OF ATTORNEYS' FEES, COSTS
AND EXPENSES, AND INCENTIVE
AWARDS

1 On September 12, 2018, this Court granted preliminary approval of a proposed class
2 action settlement between the parties in this Action. In the Preliminary Approval Order, the
3 Court approved the procedures for giving notice and the forms of notice. Additionally, in the
4 Preliminary Approval Order, the Court concluded that the parties' proposed settlement, as set
5 forth in the Class Action Settlement Agreement, **attached here as Exhibit 1**, was within range of
6 possible final approval.

7 Now, pending before the Court is the parties' Motion for Final Approval of Class Action
8 Settlement and Plaintiffs' Motion for an Award of Attorneys' Fees, Costs, and Incentive Awards.
9 In accordance with the Preliminary Approval Order and the parties' Class Action Settlement
10 Agreement, on January 22, 2019, the Court held a duly noticed Fairness Hearing for purposes of:
11 (a) determining the fairness, adequacy, and reasonableness of the settlement; and (b) ruling upon
12 an application by Class Counsel for a Fee and Expense Award and Plaintiffs' Incentive Awards.

13 The Court, having reviewed the papers filed in support of the Motions, heard the
14 arguments of counsel, and good cause appearing therefore, hereby GRANTS the Motion for Final
15 Approval and Plaintiffs' Motion for an Award of Attorneys' Fees, Costs, and Incentive Awards
16 and hereby FINDS and ORDERS as follows:

17 1. This Court has personal jurisdiction over all Settlement Class Members, and subject
18 matter jurisdiction to approve the Class Action Settlement Agreement, including all exhibits
19 thereto. Venue is proper.

20 2. The parties have agreed to settle this action upon the terms and conditions set forth
21 in the Class Action Settlement Agreement, which has been filed with the Court.

22 3. The Court has carefully reviewed the Class Action Settlement Agreement, as well
23 as the files, records, and proceedings to date in this matter. The definitions in the Class Action
24 Settlement Agreement are hereby incorporated as though fully set forth in this Settlement Approval
25 Order, and capitalized terms shall have the meanings attributed to them in the Class Action
26 Settlement Agreement.

1 4. The Notice Plan was implemented substantially in the form approved by the Court,
2 and in the manner approved by the Court. The Court-approved notice and Notice Plan to the
3 Settlement Class, as set forth in the Preliminary Approval Order, constituted the best notice
4 practicable under the circumstances. The Court further finds that the notice and Notice Plan were
5 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the terms
6 of the Class Action Settlement Agreement, their right to object to or exclude themselves from the
7 Class Action Settlement Agreement, and their right to appear at the Final Approval Hearing. Notice
8 included direct mail and email notice. Notice and the Notice Plan were reasonable and constituted
9 due, adequate, and sufficient notice to all persons entitled to receive notice. The Court finds notice
10 has been successfully implemented and that notice and the Notice Plan meet all applicable
11 requirements of the Federal Rules of Civil Procedure, due process, and the rules of the Court. The
12 Court further finds that notice was sent in accordance with the Class Action Fairness Act of 2005
13 (“CAFA”), 28 U.S.C. § 1715. The Court also authorizes fees and expenses to be paid to the
14 Settlement Administrator in accordance with the Class Action Settlement.

15 5. The Court finds that the settlement set forth in the Class Action Settlement
16 Agreement is fair, reasonable, adequate as to, and in the best interests of the Settlement Class
17 Members. The settlement set forth in the Class Action Settlement Agreement provides meaningful
18 relief to the Class and certainly falls within the range of possible recoveries by the Class.
19 Additionally, among other things, the fact that the parties’ agreement is the result of arm’s length
20 negotiations, the risk of trial, and the complex legal and factual posture of this action support the
21 finding that the settlement is fair, adequate, and reasonable. Any objections to the settlement are
22 overruled as without merit.

23 6. Accordingly, the Class Action Settlement Agreement is hereby finally approved in
24 all respects, and the parties are hereby directed to implement and consummate the Class Action
25 Settlement Agreement according to its terms and provisions.

26 7. The Court awards \$1,365,300 to Bursor & Fisher, P.A. and Martin & Bontrager APC
27 (“Class Counsel”) as attorneys’ fees. Bursor & Fisher, P.A. shall be solely responsible for
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1 determining the amount of monies to be paid, if any, to other Plaintiffs' counsel.

2 8. The Court awards to Plaintiffs Sandra West and Hector Membreno ~~\$7,500~~ **\$5,000**
3 each as an incentive award for their participation in this matter.

4 9. The Court awards \$214,457.10 to Class Counsel as reimbursement of out-of-pocket
5 costs and expenses in connection with the prosecution of this matter.

6 10. Defendants shall pay the Fee Award and Incentive Awards pursuant to and in the
7 manner provided by the Class Action Settlement Agreement.

8 11. Effective as of the date of the Final Approval Order and Judgment, each and every
9 Settlement Class Member (except any such person who has filed a proper and timely Request for
10 Exclusion) shall release and forever discharge, and shall be forever barred from asserting,
11 instituting or maintaining against any or all of the Released Parties, any and all claims, demands,
12 actions, causes of action, or lawsuits, whether known or unknown, whether legal, statutory,
13 equitable, or of any other type or form, whether under federal, state, or local law, and whether
14 brought in an individual, representative, or other capacity, of every nature and description
15 whatsoever that were brought in the Action or could have been brought in the Action or relating in
16 any way to telephone calls by, from, or on behalf of CSB to Settlement Class Members, including
17 but not limited to claims for any alleged TCPA violation or any other telephone or telemarketing-
18 related federal, state or local law, regulation or ordinance, claims that in any way relate to automated
19 calls (e.g., those made using an automatic telephone dialing system and/or artificial or prerecorded
20 voice), collection calls, or telemarketing calls made by or on behalf of CSB to Settlement Class
21 Members or telephone numbers assigned to Settlement Class Members.

22 12. Upon the date of the Final Approval Order and Judgment, the above release of
23 claims and the Class Action Settlement Agreement will be binding on, and have *res judicata* and
24 preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf
25 of all Plaintiffs, Class Representatives, and Settlement Class Members, and their predecessors,
26 successors, assigns, heirs, or executors. All Settlement Class Members who have not been properly
27 excluded themselves from the Settlement Class are hereby permanently barred and enjoined from
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1 filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise)
2 in any lawsuit or other action in any jurisdiction related to the Released Claims.

3 13. Neither the Class Action Settlement Agreement nor the releases given therein, nor
4 any consideration therefor, nor any actions taken to carry out the terms of the Class Action
5 Settlement Agreement, are intended to be, nor may they be deemed or construed to be, an admission
6 or concession of liability, or the validity of any claim, defense, or of any point of fact or law on the
7 part of any party. California Service Bureau denies the material allegations of the Consolidated
8 Class Action Complaint.

9 14. The parties are hereby authorized, without needing further approval from the Court,
10 to agree to written amendments, modifications, or expansions of the Class Action Settlement
11 Agreement and its implementing documents (including all exhibits) without further notice to the
12 Settlement Class or approval by the Court if such changes are consistent with this Settlement
13 Approval Order and Final Judgment and do not materially alter, reduce, or limit the rights of
14 Settlement Class Members under the Class Action Settlement Agreement.

15 15. This Settlement Approval Order and Final Judgment constitutes a judgment within
16 the meaning and for purposes of Rule 54 of the Federal Rules of Civil Procedure. Subject to the
17 terms and conditions of the Class Action Settlement Agreement, this Court hereby dismisses the
18 Action, including all individual claims and Settlement Member claims asserted therein, on the
19 merits with prejudice, without fees or costs to any party, except the Fee Award and Incentive
20 Awards provided by the Class Action Settlement Agreement, except that, without affecting the
21 finality of this Final Judgment in any way, this Court hereby retains continuing jurisdiction over,
22 (a) implementation, enforcement, and administration of the settlement, including any releases in
23 connection therewith; (b) resolution of any disputes concerning class membership or entitlement to
24 benefits under the terms of the Class Action Settlement Agreement; and (c) all parties hereto, for
25 the purpose of enforcing and administering the settlement and the Action until each and every act
26 agreed to be performed by the parties has been performed pursuant to the Class Action Settlement
27 Agreement.

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1 16. **The Court hereby SETS a compliance hearing for Friday November 8, 2019 on**
2 **the Court's 9:01 a.m. calendar in Courtroom 1 of the United States Courthouse located at**
3 **1301 Clay Street in Oakland, California. No later than five (5) business days prior to the date**
4 **of the hearing, the parties shall file a Post-Distribution Accounting in compliance with this**
5 **District's Procedural Guidance for Class Action Settlements.¹ If compliance is complete, the**
6 **parties need not appear, and the compliance hearing will be taken off calendar.**

7 **IT IS SO ORDERED.**

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9 DATED: January 23, 2019



YVONNE GONZALEZ ROGERS
United States District Judge

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28 ¹ See <https://www.cand.uscourts.gov/ClassActionSettlementGuidance>.

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

SANDRA WEST and HECTOR MEMBRENO,
individually and on behalf of all other similarly
situated,

Plaintiffs,

vs.

CALIFORNIA SERVICE BUREAU, INC.

Defendant.

Case No. 4:16-cv-03124-YGR

**CLASS ACTION SETTLEMENT
AGREEMENT**

Judge: Hon. Yvonne Gonzalez Rogers

This Class Action Settlement Agreement (“Settlement Agreement” or “Agreement”), is made and entered into by and between Plaintiffs Sandra West and Hector Membreno (the “Representative Plaintiffs”), on behalf of themselves and the Settlement Class, and California Service Bureau, Inc. (“Defendant” or “CSB”) to settle and compromise this action and settle, resolve, and discharge the Released Claims and the Released Parties, as defined below, according to the terms and conditions herein.

RECITALS

WHEREAS, West v. California Service Bureau, Inc., No. 4:16-cv-03124-YGR, was filed on June 8, 2016 and is currently pending before the Honorable Yvonne Gonzalez Rogers of the U.S. District Court for the Northern District of California, alleging Defendant violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227 et seq.;

WHEREAS, on July 5, 2016 a separate action, styled Membreno v. California Service Bureau, Inc., No. 3:16-cv-03763 (N.D. Cal.) was filed, also alleging Defendant violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227 et seq.;

1 **WHEREAS**, on October 26, 2016, Judge Gonzalez Rogers granted a motion to relate the
2 West and Membreno actions;

3 **WHEREAS**, on November 29, 2016, Judge Gonzalez Rogers granted a stipulation to
4 consolidate the West and Membreno actions under the case number 4:16-cv-03763-YGR;

5 **WHEREAS**, on December 11, 2017, Judge Gonzalez Rogers granted the Representative
6 Plaintiffs' motion for class certification, and appointed the Representative Plaintiffs as Class
7 Representatives, and Bursor & Fisher, P.A. and Martin & Bontrager APC as Class Counsel (ECF
8 No. 68);

9 **WHEREAS**, Defendant denies each and every one of Representative Plaintiffs'
10 allegations of unlawful conduct, damages, or other injuries;

11 **WHEREAS**, based upon the discovery taken to date, investigation, and evaluation
12 of the facts and law relating to the matters alleged in the pleadings, plus the risks and
13 uncertainties of continued litigation and all factors bearing on the merits of settlement,
14 Representative Plaintiffs and Class Counsel have agreed to settle the claims asserted in the
15 Litigation pursuant to the provisions of this Settlement;

16 **WHEREAS**, to facilitate a resolution of the Litigation and mediate settlement
17 discussions, the Settling Parties participated in a mediation in Los Angeles, CA with Jill Sperber,
18 Esq. of Judicate West on December 6, 2017 and again on March 23, 2018 in Santa Ana, CA;

19 **NOW THEREFORE**, subject to the Final Approval Order of the Court as required
20 herein and applicable law and rules, the Settling Parties hereby agree, in consideration of the
21 mutual promises and covenants contained herein, that all Released Claims against any Released
22 Parties shall be settled, compromised and forever released upon the following terms and
23 conditions.

24 **TERMS AND CONDITIONS OF THE SETTLEMENT**

25 **1. DEFINITIONS**

26 1.1 As used in this Settlement Agreement, the following capitalized terms have the
27 meanings specified below. Unless otherwise indicated, defined terms include the plural as well
28 as the singular.

1 1.2 “Appeal” means a request for appellate review of any order or judgment of the
2 Court entered in this Litigation, including but not limited to appeals as of right, discretionary
3 appeals, interlocutory appeals, any order reinstating an appeal, and proceedings involving writs
4 of certiorari and/or any proceedings thereon.

5 1.3 “Approved Claim” means a claim submitted by a Settlement Class Member that:
6 (a) is received by the Settlement Administrator or postmarked on or before the Claims Deadline;
7 (b) is fully and truthfully completed by a Settlement Class Member with all information
8 requested in the Claim Form, and in accordance with the directions on the Claim Form; (c) is
9 signed by the Settlement Class Member, physically or electronically; and (d) is approved by the
10 Settlement Administrator pursuant to the provisions of this Agreement as a valid claim eligible to
11 receive payment from the Settlement Fund under the Agreement and the Final Approval Order
12 and Judgment.

13 1.4 “CAFA Notice” means the notice of this Settlement to the appropriate federal and
14 state officials, as provided by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and as
15 further described in Paragraph 7.4.

16 1.5 “Claims Deadline” means the date that is sixty (60) days after the Notice Date.

17 1.6 “Claim Form” means the document to be submitted by Claimants under penalty of
18 perjury seeking payment pursuant to this Settlement, attached as Exhibit A.

19 1.7 “Claimant” means a Settlement Class Member who submits a Claim Form.

20 1.8 “Class Counsel” means Bursor & Fisher, P.A, and Martin & Bontrager, APC.

21 1.9 “Court” means the U.S. District Court for the Northern District of California.

22 1.10 “Complaint” means the operative complaint in this Litigation at the time the Court
23 enters the Preliminary Approval Order.

24 1.11 “Defendant” means collectively, California Service Bureau, Inc., as well as its
25 past, present, and future officers, directors, shareholders, employees, predecessors, affiliates,
26 parents, subsidiaries, partners, distributors, principals, insurers, administrators, agents, servants,
27 officers, directors, employees, successors, trustees, vendors, subcontractors, alleged co-
28 conspirators, buyers, independent contractors, attorneys, representatives, heirs, executors,

1 experts, consultants, and assigns of all of the foregoing persons and entities who placed calls to
2 the Settlement Class on behalf of California Service Bureau, Inc.

3 1.12 “Defense Counsel” means Defendant’s counsel of record in the Litigation,
4 Carlson & Messer LLP.

5 1.13 “Effective Date” means the first date by which any Judgment entered pursuant to
6 the Agreement becomes Final. As used in this definition, “Final” means one business day
7 following the later of the following events: (i) the expiration of three (3) business days after the
8 time to file a motion to alter or amend a judgment under Fed. R. Civ. P. 59(e) has passed without
9 any such motion having been filed; (ii) the expiration of the time in which to file any Notice of
10 Appeal has passed without any Appeal having been taken; and (iii) the resolution of any Appeal
11 in a manner that does not reverse or vacate the Final Judgment and in a manner that permits the
12 consummation of the Settlement substantially in accordance with the terms and conditions of this
13 Agreement.

14 1.14 “Fee Award” means the amount of attorneys’ fees that may be awarded by the
15 Court and that will be paid out of the Settlement Fund.

16 1.15 “Final Approval Hearing” means the final hearing, held after the Preliminary
17 Approval Order is issued and Settlement Class Members have been given reasonable notice and
18 an opportunity to object or to exclude themselves from the Settlement, at which the Court will
19 determine whether to finally approve the Settlement and to enter Judgment.

20 1.16 “Final Approval Order” means an order, providing for, among other things, final
21 approval of the Settlement.

22 1.17 “Judgment” means the judgment to be entered by the Court pursuant to the
23 Settlement.

24 1.18 “Litigation” means West v. California Service Bureau, Inc., No. 4:16-cv-03124-
25 YGR and Membreno v. California Service Bureau, Inc., No. 3:16-cv-03763 (N.D. Cal.),
26 currently pending in the U.S. District Court for the Northern District of California;

27 1.19 “Mediator” shall mean Jill Sperber, Esq. of Judicate West.
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1 1.20 “Long Form Notice” means a document, substantially in the form of Exhibit B
2 hereto, and “Postcard Notice” means a document substantially in the form of Exhibit C hereto, to
3 be disseminated in accordance with the Preliminary Approval Order, informing Persons who fall
4 within the Settlement Class of, among other things, the pendency of the Litigation, the material
5 terms of the proposed Settlement, and their options with respect thereto.

6 1.21 “Notice Date” means the first date on which the Notice is disseminated pursuant
7 to the Notice Plan.

8 1.22 “Notice Plan” shall mean the proposed plan of disseminating to Settlement
9 Class Members notice of the proposed Settlement and of the Final Approval Hearing, as
10 approved by the Court.

11 1.23 “Objection Deadline” means the date that is sixty (60) days after the Notice Date.

12 1.24 “Opt-Out Deadline” means the date that is sixty (60) days after the Notice Date.

13 1.25 “Parties” means, collectively, Representative Plaintiffs and CSB.

14 1.26 “Person” means an individual, corporation, partnership, limited partnership,
15 association, joint stock company, estate, legal representative, trust, unincorporated association,
16 government or any political subdivision or agency thereof, any business or legal entity, and such
17 individual’s or entity’s spouse, heirs, predecessors, successors, representatives, and assignees.

18 1.27 “Preliminary Approval Order” means an order, providing for, among other things,
19 preliminary approval of the Settlement and dissemination of the Notice to the Settlement Class
20 according to the Notice Plan.

21 1.28 “Reimbursement of Litigation Costs and Expenses” means the amount of
22 litigation costs and expenses that may be reimbursed to Class Counsel by order of the Court and
23 that will be paid out of the Settlement Fund.

24 1.29 “Released Claims” shall mean any and all claims, liabilities, demands, causes of
25 action, or lawsuits of the Settlement Class Members, whether known or unknown, whether legal,
26 statutory, equitable, or of any other type or form, whether under federal, state, or local law, and
27 whether brought in an individual, representative, or any other capacity, of every nature and
28 description whatsoever that were brought in the Litigation or could have been brought in the

1 Litigation or relating in any way to telephone calls by, from, or on behalf of CSB to Settlement
2 Class Members, including but not limited to claims for any alleged TCPA violation or any other
3 telephone or telemarketing-related federal, state or local law, regulation or ordinance, claims that
4 in any way relate to automated calls (e.g., those made using an automatic telephone dialing
5 system and/or artificial or prerecorded voice), collection calls, or telemarketing calls made by or
6 on behalf of CSB to Settlement Class Members or telephone numbers assigned to Settlement
7 Class Members.

8 1.30 “Released Parties” means CSB, each, any and all of its past, present and future
9 heirs, executors, administrators, predecessors, successors, assigns, parent companies,
10 subsidiaries, divisions, joint venturers, entities in which CSB has a controlling interest, holding
11 companies, employees, agents, consultants, marketing partners, resellers, lead generators,
12 telemarketers, independent contractors, insurers, reinsurers, directors, officers, partners,
13 principals, attorneys, accountants, financial advisors, investors, investment bankers,
14 underwriters, shareholders, auditors, legal representatives, successors in interest, affiliates, trusts,
15 and corporations; and each and all of the past, present, and future officers, directors, principals,
16 representatives, employees, agents, shareholders, attorneys, successors, executors, and assigns of
17 any of the foregoing Persons.

18 1.31 “Releasing Parties” means: (a) Representative Plaintiffs; (b) Settlement Class
19 Members who do not timely request exclusion from the Settlement Class; (c) to the extent that a
20 Settlement Class Member is not an individual, all of its present, former, and future predecessors,
21 successors, assigns, parents, subsidiaries, joint ventures, and affiliates, and all employees, agents,
22 representatives, consultants, independent contractors, insurers, directors, officers, partners,
23 principals, members, attorneys, accountants, financial advisors, investors, investment bankers,
24 underwriters, shareholders, lenders, and auditors of any of the foregoing Persons; and (d) to the
25 extent the Settlement Class Member is an individual, any present, former, and future spouses, as
26 well as the present, former, and future heirs, executors, estates, administrators, representatives,
27 agents, attorneys, partners, successors, predecessors, and assigns of each of them, and any other
28 representatives of any of the foregoing Persons.

1 1.32 “Representative Plaintiffs” means Sandra West and Hector Membreno.

2 1.33 “Settlement” means the settlement set forth in this Agreement.

3 1.34 “Settlement Administration Expenses” means the expenses incurred by the
4 Settlement Administrator in providing notice, processing claims, administering the Settlement,
5 and mailing checks for Approved Claims. Settlement Administration Expenses shall be paid
6 from the Settlement Fund as they come due.

7 1.35 “Settlement Administrator” means the settlement administrator Kurtzman Carson
8 Consultants, LLC (“KCC”).

9 1.36 “Settlement Class” means all persons within the United States who, within the
10 four years prior to the filing of the complaint in this action, through the date of class notice (the
11 “Class period”), Defendant or its agent/s or employee/s caused to be made at least 2 telephone
12 calls using its Global Connect dialer to said person’s cellular telephone, where such person was
13 not listed in Defendant’s records as the intended recipient of the calls.

14 1.37 “Settlement Class Member” means a person who falls within the definition of the
15 Settlement Class who did not previously opt out of the certified class in this case, and who does
16 not request exclusion from the Settlement as set forth in Paragraph 10.4.

17 1.38 “Settlement Class Period” means June 9, 2012 through January 19, 2018.

18 1.39 “Settlement Class Recovery” means the amount of the Settlement Fund available
19 for distribution to the Settlement Class, after payment of Settlement Administration Expenses,
20 litigation costs and expenses, any Fee Award to Class Counsel, and any approved incentive
21 award to the Representative Plaintiffs.

22 1.40 “Settlement Fund” means the fund into which CSB will transfer funds, on an as
23 needed basis, to cover all costs, expenses, and fees associated with the Settlement according to
24 the terms set forth in this Agreement.

25 1.41 “Settling Parties” means, collectively, Defendant, Representative Plaintiffs, and
26 all Settlement Class Members.

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1 **2. DENIAL OF WRONGDOING AND LIABILITY**

2 2.1 Defendant denies the material factual allegations and legal claims asserted by
3 Representative Plaintiffs in the Litigation, including any and all charges of wrongdoing or
4 liability arising out of any of the conduct, statements, acts or omissions alleged, or that could
5 have been alleged, in the Litigation. Further, Defendant maintains that it has strong, meritorious
6 defenses to the claims alleged in the Litigation and that it was prepared to vigorously defend all
7 aspects of the Litigation.

8 **3. THE BENEFITS OF SETTLEMENT**

9 3.1 Class Counsel and Representative Plaintiffs recognize and acknowledge the
10 expense and length of continued proceedings that would be necessary to prosecute the Litigation
11 against Defendant through trial and appeals. Class Counsel also has taken into account the
12 strength of Defendant’s defenses, difficulties in proving liability, and the uncertain outcome and
13 risk of the litigation, especially in complex actions such as this one, and the inherent delays in
14 such litigation. Class Counsel believes that the proposed Settlement confers substantial benefits
15 upon the Settlement Class. Based on their evaluation of all of these factors, Representative
16 Plaintiffs and Class Counsel have determined that the Settlement is in the best interests of
17 Representative Plaintiffs and the Settlement Class.

18 **4. SETTLEMENT TERMS**

19 4.1 Settlement Fund. Defendant agrees to provide a total Settlement Fund in the
20 amount of four million, one hundred thousand dollars (\$4,100,000.00) for the purpose of making
21 all required payments under this Settlement, including payments for Approved Claims, any
22 approved Fee Award, any approved Reimbursement of Litigation Costs and Expenses, any
23 approved Incentive Awards, and the costs of reasonable class notice and class administration.
24 The Parties agree Defendant’s maximum monetary obligation under this Agreement shall not
25 exceed \$4,100,000.00. In no event shall Defendant’s total financial liability with respect to this
26 Agreement, the Released Claims, and the Settlement exceed \$4,100,000.00. Defendant shall
27 fund the Settlement Agreement pursuant to Section 4.3, below. and upon receipt of wire
28 instructions provided by the Settlement Administrator to Defendant and an executed W-9),

1 Defendant will reimburse the Settlement Administrator for any reasonable and necessary fees
2 and expenses incurred in class notice and administration in this action to date, as set forth in
3 Section 4.3, below.

4 4.2 Total Financial Commitment. The Parties agree Defendant's maximum monetary
5 obligation under this Agreement shall not exceed \$4,100,000. In no event shall Defendant's total
6 financial liability with respect to this Agreement, the Released Claims, and the Settlement
7 exceed \$4,100,000.

8 4.3 Schedule of Payments. The Defendant will pay other portions of the settlement as
9 follows:

10 4.3.1 Notice and Other Administrative Costs. Amounts equal to the cost of
11 publishing the Class Notice and other administrative costs, to be paid thirty (30) days after such
12 amounts are invoiced by the Claims Administrator to Defendant for work completed and due and
13 owing.

14 4.3.2 Fee Award. An amount equal to the Fee Award, to be paid as described at
15 Paragraph 6.4, below.

16 4.3.3 Reimbursement of Reasonable Litigation Costs and Expenses. An amount
17 equal to the Reimbursement of Litigation Costs and Expense, to be paid as described at
18 Paragraph 6.4, below.

19 4.3.4 Incentive Awards. Within thirty (30) business days after the Effective
20 Date, an amount equal to any Incentive Awards, not to exceed \$7,500 for each Representative
21 Plaintiff, as may be ordered by the Court and as described at Paragraphs 5.1-5.3, below.

22 4.3.5 Funding of Settlement to Claims Administrator. An amount equal to
23 \$4,100,000.00, less the sum of (i) the total Notice and Other Administrative Costs, (ii) the Fee
24 Award, (iii) the Reimbursement of Litigation Costs and Expenses, and (iv) the Incentive Award,
25 which amount is to be paid to the Settlement Administrator thirty (30) business days after the
26 Effective Date. The Settlement Administrator will hold those funds in an interest-bearing-
27 account which shall be a Qualified Settlement Account ("QSF") under section 468B of the
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1 Internal Revenue Code and 26 C.F.R section 1.468-B, established pursuant to the Preliminary
2 Approval Order. The Settlement Administrator will be the Administrator of the QSF.

3 4.4 Payment to Settlement Class Members.

4 4.4.1 Each Settlement Class Member shall be entitled to submit only one
5 claim, and only one claim can be made per telephone number, regardless of the number of
6 calls to that phone number.

7 4.4.2 Adequate and customary procedures and standards will be used by the
8 Settlement Administrator to prevent the payment of fraudulent claims and to pay only legitimate
9 claims, including, but not limited to, verifying claimed telephone calls with Defendant.

10 4.4.3 Payment will be made to Settlement Class Members who timely submit a
11 valid Claim Form under penalty of perjury by the Claims Deadline after any approved attorneys'
12 fees, expenses, and costs, any approved service awards, and costs of reasonable class notice and
13 class administration are deducted from the Settlement Fund.

14 4.4.4 Each Settlement Class Member who timely submits a valid Claim Form
15 by the Claims Deadline shall be entitled to a single payment in an amount equivalent to his or her
16 pro rata share of the Settlement Fund after any approved Fee Award, any approved service
17 awards, and Settlement Administration Costs are deducted. Each Settlement Class Member shall
18 be entitled to receive an amount equal to the Settlement Class Recovery divided by the total
19 number of Approved Claims.

20 4.4.5 Payments will be made directly to the Settlement Class Member by the
21 Settlement Administrator.

22 **5. REPRESENTATIVE PLAINTIFFS' INCENTIVE AWARD**

23 5.1 Class Counsel, on behalf of Representative Plaintiffs, shall petition the Court for
24 incentive awards in an amount up to \$7,500 apiece. In the event the Court approves the
25 Settlement but declines to approve incentive awards in the amount requested by Class Counsel,
26 the Settlement will nevertheless be binding on the Parties and all Settlement Class Members.

27 5.2 The incentive awards, in the amounts approved by the Court shall be paid solely
28 out of the Settlement Fund thirty (30) business days after the Effective Date, consistent with

1 section 4.3.4, and shall not increase Defendant's total financial liability with respect to this
2 Agreement or Settlement.

3 5.3 Defendant shall have no liability to Representative Plaintiffs or any other Person
4 arising from any claim regarding payment of any award of an incentive award, so long as
5 Defendant complies with its obligations under this Agreement.

6 **6. ATTORNEYS' FEES, EXPENSES, AND COSTS**

7 6.1 Class Counsel may apply to the Court for attorney's fees totaling up to one-third
8 of the \$4.1 million settlement. Any Fee Award approved by the Court shall not increase
9 Defendant's total financial liability with respect to this Agreement or Settlement. Defendant
10 may oppose any amounts sought to be recovered as attorney's fees by Class Counsel.

11 6.2 Class Counsel may also apply separately for Reimbursement of Litigation Costs
12 and Expenses reasonably expended to prosecute this Action for the benefit of the Settlement
13 Class. Any Reimbursement of Litigation Costs and Expenses approved by the Court shall not
14 increase Defendant's total financial liability with respect to this Agreement or Settlement.
15 Defendant may oppose any amounts sought to be recovered as litigation costs and expenses by
16 Class Counsel.

17 6.3 Defendant shall have no liability to Class Counsel or any other Person arising
18 from any claim regarding the division of any award of attorneys' fees between and among Class
19 Counsel or any other counsel who may claim entitlement to any portion of the Fee Award.

20 6.4 Such fees, costs and expenses, if approved by the Court, shall be payable thirty
21 (30) days following the Court's Order on the Fee Award, and Order regarding Reimbursement of
22 Litigation Costs and Expenses, and said payment shall under no circumstances occur prior to
23 thirty (30) days following the Final Approval Order and Judgment, subject to Class Counsel, and
24 the equity partners of the respective firms executing the Undertaking Regarding Attorneys' Fees
25 and Costs (the "Undertaking") attached hereto as Exhibit D. Payment will be made by wire to
26 Bursor & Fisher via the following account and wire instructions:

27 Name of Account: Bursor & Fisher, P.A. Attorney Escrow
28 Name of Bank: Citibank

1 Address of Bank: 170 West 72nd Street, New York, NY

2 ABA NO: 021000089

3 ACCOUNT NO: 9987277139

4 6.5 Notwithstanding the foregoing, if the Final Approval Order, or any part of it is
5 vacated, overturned, reversed, or rendered void or unenforceable as a result of an appeal, or the
6 Settlement is voided, rescinded, or otherwise terminated for any other reason, then Class Counsel
7 shall, within twenty (20) business days, repay to Defendant the full amount of the Fee Award and
8 Reimbursement of Litigation Costs and Expenses paid by Defendant to Class Counsel, plus
9 accrued interest at the same net rate as is earned by judgments entered by federal courts.

10 6.6 If the amount of the Fee Award or the Reimbursement of Litigation Costs and
11 Expenses is reduced after they have been paid by Defendant, then pursuant to the terms of the
12 Undertaking, each law firm or attorney shall repay to the Defendant the amount of the reduction
13 applicable to that law firm's or attorney's portion of the Fee Award and Reimbursement of
14 Litigation Costs and Expenses, plus accrued interest at the same net rate as is earned by
15 judgments entered by federal courts, within twenty (20) business days.

16 6.7 In the event of any repayment pursuant to Paragraphs 6.5-6.6, then liability for the
17 return of such payments will attach to each law firm and each attorney pursuant to the terms of
18 the Undertaking(s) executed by those law firms and attorneys. To effectuate this provision, each
19 individual attorney or law firm who receives a share of payments under this provision shall
20 execute the Undertaking in the form attached as Exhibit D.

21 6.8 The Court shall retain jurisdiction of any dispute regarding the Fee Award and
22 any repayment of any amount of the Fee Award. The Court shall also retain jurisdiction of any
23 dispute regarding the Reimbursement of Litigation Costs and Expenses, and any repayment of
24 any such amount.

1 **7. ADMINISTRATION AND NOTICE**

2 7.1 All costs and expenses of administering the Settlement and providing reasonable
3 Notice in accordance with the Preliminary Approval Order shall be paid by the Defendant from
4 the \$4.1 million settlement.

5 7.2 Responsibilities of Settlement Administrator. The Settlement Administrator will
6 facilitate the notice process by assisting the Parties in the implementation of the Notice Plan, and
7 by timely serving CAFA Notice, although Defendant shall retain ultimate responsibility for
8 effecting CAFA notice within the required time.

9 7.3 Case Website

10 7.3.1 The Settlement Administrator will update and maintain the Case Website,
11 to be updated with relevant information regarding settlement within 30 days of Preliminary
12 Approval. The website will contain information about the Settlement and case-related
13 documents such as the Settlement Agreement, the Long-Form Notice, the Claim Form, and the
14 Preliminary Approval Order. Settlement Class Members shall have the option to file a claim
15 electronically using the Case Website.

16 7.3.2 The Case Website will terminate (be removed from the internet) and no
17 longer be maintained by the Settlement Administrator thirty (30) days after either (a) the
18 Effective Date or (b) the date on which the Settlement Agreement is terminated or otherwise not
19 approved in full, if the Settlement is terminated or otherwise not approved in full.

20 7.3.3 All costs and expenses related to the Case Website shall be paid out of the
21 \$4.1 million settlement.

22 7.4 CAFA Notice

23 7.4.1 The Parties agree that the Settlement Administrator shall serve notice of
24 the settlement that meets the requirements of CAFA, 28 U.S.C. § 1715, on the appropriate
25 federal and state officials no later than 10 days after the filing of this Settlement Agreement with
26 the Court.

27 7.4.2 All costs and expenses related to the CAFA Notice shall be paid out of the
28 \$4.1 million settlement.

1 7.4.3 The Settlement Administrator will file a certification with the Court
2 stating the date(s) on which the CAFA Notices were sent. Each Party will provide the other
3 Parties with any substantive responses received in response to any CAFA Notice.

4 7.5 Notice Plan

5 7.5.1 The Notice shall conform to all applicable requirements of the Federal
6 Rules of Civil Procedure, the U.S. Constitution (including the Due Process Clauses), Cal. Civ.
7 Code § 1781, and any other applicable law, and shall otherwise be in the manner and form
8 agreed upon by the Parties and approved by the Court.

9 7.5.2 Subject to Court approval, no later than thirty (30) days after the Court
10 enters the Preliminary Approval Order, the Settlement Administrator shall send direct notice
11 substantially in the form of the Summary Notice in Exhibit C, via U.S. Postal Service, to the
12 names and addresses provided by CSB to the Settlement Administrator.

13 **8. CLAIMS PROCESS**

14 8.1 Submission of Claims. Settlement Class Members must timely submit, by mail or
15 online, a valid Claim Form substantially in the form attached as Exhibit A by the Claims
16 Deadline. All Claim Forms must be postmarked or submitted to the Settlement Administrator,
17 either in hard copy form or electronically via the Settlement Website, by the Claims Deadline. A
18 valid Claim Form means a Claim Form containing all required information and which is signed
19 by the claimant and is timely submitted. Any Claim Form which is not timely submitted shall be
20 denied. In the event a Settlement Class Member submits a Claim Form by the Claims Deadline
21 but the Claim Form is not complete, then the Settlement Administrator shall give such
22 Settlement Class Member a reasonable opportunity to provide any requested missing
23 information. For any Class Member who submits a Claim Form determined by the Settlement
24 Administrator to be incomplete, the Settlement Administrator may mail a notice directly to such
25 Class Member, notifying him or her of the missing information and providing him or her with an
26 opportunity to cure (the “Cure Notice”). Class Members must cure incomplete claims on or
27 before the Effective Date.

1 8.2 Claims Processing. The Settlement Administrator shall apply the terms of this
2 Settlement Agreement and the requirements set forth in the Claim Form, and any Claim Form
3 submitted that does not meet the requirements of this Agreement or of the Claim Form is not
4 eligible to be an Approved Claim. The Settlement Administrator also shall employ reasonable
5 procedures to screen claims for abuse, fraud, or duplication, and shall deny Claim Forms where
6 there is evidence of abuse, fraud, or duplication. The Settlement Administrator's decisions
7 regarding the Settlement Class Members' eligibility for a claims payment shall be final. The
8 Parties, the Released Parties, and their respective counsel shall have no responsibility or liability
9 whatsoever for the Settlement Administrator's conduct, omissions, or actions.

10 8.3 Payment of Claims. Within sixty (60) days after the Effective Date or sixty (60)
11 days after the Claims Deadline (whichever is later), or such other date as the Court may set, the
12 Settlement Administrator shall pay from the Qualified Settlement Fund all Approved Claims by
13 check made payable to the Settlement Class Member submitting each Approved Claim, which
14 shall be mailed to those Settlement Class Members via first-class mail.

15 8.4 All payments to Settlement Class Members via check will state on the face of the
16 check that the check will expire and become null and void unless cashed within ninety (90) days
17 after the date of issuance. To the extent that any checks to Settlement Class Members expire and
18 become null and void, the Settlement Administrator shall distribute the funds associated with
19 those checks on a pro rata basis to Settlement Class Members who submitted an Approved
20 Claim and who cashed their checks, if doing so is administratively and economically feasible
21 (i.e., those Settlement Class Members would receive a second distribution of more than \$5 after
22 costs of administration). Any remaining monies, including to the extent a second distribution is
23 not administratively feasible, shall be distributed as a cy pres award to the State Bar of
24 California's Access to Justice program, subject to the approval of the Court.

25 8.5 No decisions by the Settlement Administrator shall be deemed to constitute a
26 finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any
27 collateral effect on any claim hereunder or in any other proceeding or before any other forum or
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1 authority. Further, such decisions shall not be submitted to or admissible in any other
2 proceeding or before any other forum or authority.

3 **9. RELEASES**

4 9.1 Upon entry of the Judgment, Representative Plaintiffs and each Settlement Class
5 Member will be deemed to have, and by operation of the Judgment will have, fully, finally, and
6 forever released, relinquished, and discharged the Released Parties from all Released Claims
7 against the Released Parties.

8 9.2 After entering into this Settlement Agreement, Representative Plaintiffs or
9 Settlement Class Members may discover facts other than, different from, or in addition to, those
10 that they know or believe to be true with respect to the Released Claims. Representative
11 Plaintiffs and Settlement Class Members expressly waive and fully, finally, and forever settle
12 and release any known or unknown, suspected or unsuspected, contingent or noncontingent
13 claim, whether or not concealed or hidden, without regard to the subsequent discovery or
14 existence of such other, different, or additional facts.

15 9.3 With respect to the Released Claims, all Settlement Class Members expressly
16 waive and relinquish any rights or benefits available to them under California Civil Code § 1542,
17 which provides:

18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
19 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
20 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
21 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST
22 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
23 WITH THE DEBTOR.

24 9.4 Notwithstanding Section 1542 of the California Civil Code, or any other federal
25 or state statute or rule of law of similar effect, this Settlement Agreement shall be given full force
26 and effect according to each and all of its terms and provisions, including those related to any
27 unknown or unsuspected claims, liabilities, demands, or causes of action which are based on,
28 arise from, or are in any way connected with the Released Claims.

9.5 Upon entry of the Final Approval Order, Representative Plaintiffs, and any
Settlement Class Member who does not Opt Out as set forth in Paragraph 13.16 are hereby

1 barred against bringing any action against any of the Released Parties for any of the Released
2 Claims.

3 **10. APPROVAL PROCESS**

4 10.1 Court Approval

5 10.1.1 Within thirty days of the execution of this Agreement, Class Counsel shall
6 submit the Agreement together with its Exhibits to the Court and request that the Court grant
7 preliminary approval of the Settlement, issue a Preliminary Approval Order, and schedule a
8 hearing on whether the Settlement should be granted final approval (collectively, “Motion for
9 Preliminary Approval”).

10 10.1.2 The date the Motion for Preliminary Approval is filed is the date by which
11 the Settlement shall be deemed “filed” within the meaning of 28 U.S.C. § 1715.

12 10.1.3 If the Motion for Preliminary Approval is granted, Class Counsel shall be
13 responsible for asking the Court to grant final approval of the Settlement and to enter a Final
14 Approval Order and Judgment, in accordance with the date set by the Court for the Final
15 Approval Hearing.

16 10.1.4 If the Court does not enter a Preliminary Approval Order or a Final
17 Approval Order and Judgment or if the Final Approval Order is reversed, vacated, overturned, or
18 rendered void by any court, this Agreement shall terminate and be of no force or effect, except as
19 otherwise set forth in this Agreement, unless the Parties voluntarily agree to modify this
20 Agreement in the manner necessary to obtain Court approval. If this Agreement is terminated,
21 any portion of the Settlement Fund remaining, including any repayment of attorney’s fees
22 pursuant to Paragraphs 6.6-6.7, above, shall be returned to CSB. Notwithstanding any provision
23 of this Agreement, the Parties agree that any decision by any court as to any Fee Award or
24 Reimbursement of Litigation Costs and Expenses to Class Counsel, or any Incentive Award to
25 the Representative Plaintiffs, described in Section 5 above, including any decision by any court
26 to award less than the amounts sought, shall not prevent the Agreement from becoming effective,
27 prevent Final Approval Order and Judgment from entry, or provide any grounds for termination
28 of the Agreement or the Settlement.

1 10.2 Procedures for Objecting to the Settlement

2 10.2.1 Settlement Class Members shall have the right to appear and show cause,
3 if they have any reason why the terms of this Agreement should not be given final approval,
4 subject to each of the sub-provisions contained in this section. Any objection to this Settlement
5 Agreement, including any of its terms or provisions, must be in writing, filed with the Court or
6 mailed to Class Action Clerk, United States District Court, 1301 Clay St., Oakland, CA 94612,
7 with a copy served on Class Counsel, Counsel for Defendant, and the Settlement Administrator
8 at the addresses set forth in the Notice, and postmarked no later than the Objection Deadline.
9 Settlement Class Members may object either on their own or through an attorney hired at their
10 own expense.

11 10.2.2 Any objection regarding or related to the Agreement shall contain a
12 caption or title that identifies it as “Objection to Class Settlement in West v. California Service
13 Bureau, Inc., No. 4:16-cv-03124-YGR” and also shall contain the following information: (i) the
14 objector’s name, address, and telephone number; (ii) the name, address, and telephone number of
15 any attorney for the objector with respect to the objection; (iii) the factual basis and legal
16 grounds for the objection, including any documents sufficient to establish the basis for his or
17 her standing as a Settlement Class Member, including the date(s) and phone number(s) at which
18 he or she received call(s) covered by this Settlement; and (iv) identification of the case name,
19 case number, and court for any prior class action lawsuit in which the objector and the
20 objector’s attorney (if applicable) has objected to a proposed class action settlement. If an
21 objecting party chooses to appear at the hearing, no later than the Objection Deadline, a notice
22 of intention to appear, either in person or through an attorney, must be filed with the Court and
23 list the name, address, and telephone number of the person and attorney, if any, who will
24 appear.

25 10.2.3 A Settlement Class Member who appears at the Final Approval Hearing,
26 either personally or through counsel, may be permitted to argue only those matters that were set
27 forth in the timely and validly submitted written objection filed by such Settlement Class
28 Member. No Settlement Class Member shall be permitted to raise matters at the Final Approval

1 Hearing that the Settlement Class Member could have raised in his/her written objection, but
2 failed to do so, and all objections to the Settlement Agreement that are not set forth in a timely
3 and validly submitted written objection will be deemed waived.

4 10.2.4 If a Settlement Class Member wishes to present witnesses or evidence at
5 the Final Approval Hearing in support of a timely and validly submitted objection, all witnesses
6 must be identified in the objection, and true and correct copies of all supporting evidence must
7 be appended to, or filed and served with, the objection. Failure to identify witnesses or provide
8 copies of supporting evidence in this manner waives any right to introduce such testimony or
9 evidence at the Final Approval Hearing. Representative Plaintiffs or Defendant or both may take
10 discovery regarding any objector, their attorney (if applicable), and the basis of any objection,
11 subject to Court approval.

12 10.2.5 Any Settlement Class Member who fails to comply with the applicable
13 provisions of the preceding paragraphs concerning their objection shall waive and forfeit any and
14 all rights he or she may have to object, appear, present witness testimony, and/or submit
15 evidence, shall be barred from appearing, speaking, or introducing any testimony or evidence at
16 the Final Approval Hearing, shall be precluded from seeking review of this Agreement by appeal
17 or other means, and shall be bound by all the terms of this Agreement and by all proceedings,
18 orders and judgments in the Litigation. By filing an objection, objectors and their counsel
19 submit to the jurisdiction of the Court for all purposes, including but not limited to subpoenas
20 and discovery.

21 10.3 Right to Respond to Objections

22 10.3.1 Class Counsel and the Parties shall have the right, but not the obligation,
23 to respond to any objection no later than ten (10) days prior to the Final Approval Hearing. The
24 Settling Party so responding shall file a copy of the response with the Court, and shall serve a
25 copy, by hand or overnight delivery, to the objector (or counsel for the objector).

26 10.4 Requests for Exclusion

27 10.4.1 Any Settlement Class Member who does not wish to participate in this
28 Settlement must write to the Settlement Administrator stating an intention to be “excluded” from

1 this Settlement. This written request for exclusion (or “opt-out”) must be sent via first class
2 United States mail to the Settlement Administrator at the address set forth in the Notice and
3 postmarked no later than the Opt-Out Deadline. A request for exclusion must be signed by the
4 Settlement Class Member, and must include the Settlement Class Member’s name, address, and
5 the telephone number that allegedly received a call by or on behalf of Defendant during the
6 Settlement Class Period, and must clearly state that the Person wishes to be excluded from the
7 Litigation and the Settlement Agreement. A request for exclusion that does not include all of
8 this information, or that is sent to an address other than that designated in the Notice, or that is
9 not postmarked within the time specified, shall be invalid, and the Person serving such a request
10 shall be a member of the Settlement Class and shall be bound as a Settlement Class Member by
11 the Court’s Orders in this Litigation and by this Agreement, if approved. The request for
12 exclusion must be personally signed by the Settlement Class Member. So-called “mass” or
13 “class” opt-outs shall not be allowed.

14 10.4.2 Any Person in the Settlement Class who submits a request for exclusion
15 may not file an objection to the Settlement. If a Settlement Class Member submits a written
16 request for exclusion pursuant to Paragraph 10.4.1 above, he or she shall be deemed to have
17 complied with the terms of the opt-out procedure and shall not be bound by the Agreement if
18 approved by the Court.

19 10.5 Proposed Final Approval Order

20 10.5.1 After Notice is disseminated, the Parties shall request and seek to obtain
21 from the Court a Final Approval Order and Judgment, which will (among other things):

- 22 (i) find that the Court has personal jurisdiction over all Settlement Class
23 Members and that the Court has subject-matter jurisdiction to approve the
24 Agreement, including all exhibits hereto;
- 25 (ii) approve the Settlement Agreement and the proposed Settlement as fair,
26 reasonable, and adequate as to, and in the best interests of, Settlement
27 Class Members; direct the Parties and their counsel to implement and
28 consummate the Agreement according to its terms and provisions; and
declare the Agreement to be binding on, and have preclusive effect on all

1 pending and future lawsuits or other proceedings maintained by or on
2 behalf of Representative Plaintiffs and the Releasing Parties;

3 (iii) find that the Notice and the Notice Plan implemented pursuant to the
4 Agreement (1) constitute the best practicable notice under the
5 circumstances; (2) constitute notice that is reasonably calculated, under the
6 circumstances, to apprise members of the Settlement Class of the
7 pendency of the Litigation, their right to object to or exclude themselves
8 from the proposed Settlement, and to appear at the Final Approval
9 Hearing; (3) are reasonable and constitute due, adequate, and sufficient
10 notice to all Persons entitled to receive notice; and (4) meet all applicable
11 requirements of the Federal Rules of Civil Procedure, the Due Process
12 Clause of the United States Constitution, and the rules of the Court;

13 (iv) dismiss the Action (including all individual claims and Settlement Class
14 Member claims asserted therein) on the merits and with prejudice, without
15 fees or costs to any Party, except as provided in the Settlement
16 Agreement; incorporate the releases set forth above in Paragraph 1.29,
17 make those releases effective as of the date of the Final Approval Order
18 and Judgment, and

19 (v) forever discharge the Released Parties as set forth herein; permanently bar
20 and enjoin all Settlement Class Members from filing, commencing,
21 prosecuting, intervening in, or participating (as class members or
22 otherwise) in, any lawsuit or other action in any jurisdiction related to the
23 Released Claims.

24 **11. TAXES**

25 11.1 Settlement Class Members, Representative Plaintiffs, the Settlement
26 Administrator, and Class Counsel shall be responsible for paying any and all federal, state, and
27 local taxes due on any payments made to them pursuant to the Settlement Agreement.

28 **12. CONDITIONS FOR EFFECTIVE DATE; EFFECT OF TERMINATION**

12.1 The Effective Date of this Agreement shall be the date the Judgment has become
Final, as defined in Paragraph 1.13.

12.2 If this Agreement is not approved by the Court or the Settlement is terminated or
fails to become effective in accordance with the terms of this Agreement, the Settling Parties will
be restored to their respective positions in the Litigation as of May 14, 2018. In such event, the
terms and provisions of this Agreement will have no further force and effect with respect to the
Settling Parties and will not be used in this Litigation or in any other proceeding for any purpose,

1 and any Judgment or order entered by the Court in accordance with the terms of this Agreement
2 will be treated as vacated.

3 12.3 The Parties agree to request a stay of the Litigation pending approval of the
4 Settlement.

5 **13. MISCELLANEOUS PROVISIONS**

6 13.1 Cooperation of the Parties. The Parties acknowledge that it is their intent to
7 consummate this Agreement, and they agree to cooperate to the extent reasonably necessary to
8 effectuate and implement all terms and conditions of this Agreement and to exercise their best
9 efforts to accomplish the foregoing terms and conditions of this Agreement. The Parties agree
10 that they will not solicit, facilitate, or assist in any way, requests for exclusions or objections by
11 putative or actual Settlement Class Members. Class Counsel recognize that they have an
12 obligation to support the Settlement and to seek the Court's approval of its terms. Class Counsel
13 will abide by all applicable and governing ethical rules, opinions, and obligations precluding
14 their representation of opt-outs.

15 13.2 Resolution of Dispute Without Admission. The Parties intend the Settlement to
16 be a final and complete resolution of all disputes between them with respect to the Litigation.
17 The Settlement covers claims that are contested and will not be deemed an admission by any
18 Settling Party as to the merits of any claim or defense.

19 13.3 Use in Subsequent Proceedings. Neither this Agreement nor the Settlement, nor
20 any act performed or document executed pursuant to or in furtherance of this Agreement or the
21 Settlement is or may be deemed to be or may be used as an admission of, or evidence of, the
22 validity of any Released Claims, or of any wrongdoing or liability of Defendant; or is or may be
23 deemed to be or may be used as an admission of, or evidence of, any fault or omission of
24 Defendant in any civil, criminal, or administrative proceeding in any court, administrative
25 agency or other tribunal. Any party to this Litigation may file this Agreement and/or the
26 Judgment in any action that may be brought against it to support any defense or counterclaim,
27 including without limitation those based on principles of res judicata, collateral estoppel, release,
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1 good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue
2 preclusion or similar defense or counterclaim.

3 13.4 Confidential Information. All agreements made and orders entered during the
4 course of the Litigation relating to the confidentiality of information will survive this Agreement.

5 13.5 Incorporation of Exhibits. Any and all Exhibits to this Agreement are material
6 and integral parts hereof and are fully incorporated herein by this reference.

7 13.6 Modification. This Agreement may be amended or modified only by a written
8 instrument signed by or on behalf of all Parties or their respective successors-in-interest.

9 13.7 Integration. This Agreement and any Exhibits attached hereto constitute the
10 entire agreement among the Parties, and no representations, warranties, or inducements have
11 been made to any Party concerning this Agreement or its Exhibits other than the representations,
12 warranties, and covenants covered and memorialized in such documents. Except as otherwise
13 provided herein, the Parties will bear their own respective costs.

14 13.8 Class Counsel's Authority. Class Counsel, on behalf of the Settlement Class, are
15 expressly authorized by Representative Plaintiffs to take all appropriate action required or
16 permitted to be taken by the Settlement Class pursuant to this Agreement to effectuate its terms,
17 and are expressly authorized to enter into any modifications or amendments to this Agreement on
18 behalf of the Settlement Class.

19 13.9 Parties' Authority. Each counsel or other Person executing this Agreement or any
20 of its Exhibits on behalf of any Party hereby warrants that such Person has the full authority to
21 do so.

22 13.10 Counterparts. This Agreement may be executed in one or more counterparts. All
23 executed counterparts and each of them will be deemed to be one and the same instrument.


24 13.11 No Prior Assignments. Representative Plaintiffs and Class Counsel represent,
25 covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered,
26 or purported to assign, transfer, or encumber to any person or entity any portion of any liability,
27 claim, demand, action, cause of action or rights herein released and discharged except as set forth
28 herein.

1 13.14 Voiding the Agreement. If 2% or more Settlement Class Members opt out of the
2 Settlement, Defendant may at its option elect to withdraw from the Settlement and void this
3 Agreement.

4 13.15 Governing Law. This Agreement and any Exhibits hereto will be construed and
5 enforced in accordance with, and governed by, the internal, substantive laws of the State of
6 California without giving effect to that State's choice-of-law principles. The headings used
7 herein are used for the purpose of convenience only and are not meant to have legal effect.

8 13.16 No Waiver. The waiver by one Party of any breach of this Agreement by any
9 other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this
10 Agreement.

11 IN WITNESS WHEREOF, the Parties have executed and cause this Agreement to be
12 executed by their duly authorized attorneys, dated as of _____.

Dated: 7-26-18	 _____ Matthew Clark, General Counsel On Behalf of Defendant California Service Bureau, Inc.
Dated:	_____ Sandra West
Dated:	_____ Hector Membreno


26 **APPROVED AS TO FORM AND CONTENT:**

Dated:	
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1 13.15 Governing Law. This Agreement and any Exhibits hereto will be construed and
2 enforced in accordance with, and governed by, the internal, substantive laws of the State of
3 California without giving effect to that State's choice-of-law principles. The headings used
4 herein are used for the purpose of convenience only and are not meant to have legal effect.

5 13.16 No Waiver. The waiver by one Party of any breach of this Agreement by any
6 other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this
7 Agreement.


8 IN WITNESS WHEREOF, the Parties have executed and cause this Agreement to be
9 executed by their duly authorized attorneys, dated as of _____.

11 Dated:	_____ On Behalf of Defendant California Service Bureau, Inc.
16 Dated: 7/19/18	 Sandra West
19 Dated:	_____ Hector Membreno

23 **APPROVED AS TO FORM AND CONTENT:**

24 Dated:	_____ David Kaminski Carlson & Messer, LLP Attorney for CSB
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Dated: Aug 1, 2018	 _____ Hector Membreno
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APPROVED AS TO FORM AND CONTENT:


Dated:	_____ David J. Kaminski Charles R. Messer Stephen A. Watkins Carlson & Messer LLP Attorney for Defendant California Service Bureau
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Dated:	_____ Yitzchak Kopel BURSOR & FISHER, P.A. Attorney for Representative Plaintiffs and the Settlement Class
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Dated:	_____ G. Thomas Martin, III MARTIN & BONTRAGER APC Attorney for Representative Plaintiffs and the Settlement Class
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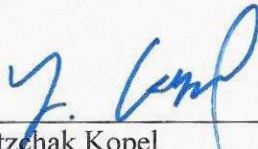
Dated: 8/1/18	 David J. Kaminski Charles R. Messer Stephen A. Watkins Carlson & Messer LLP Attorney for Defendant California Service Bureau
Dated:	<hr/> Yitzchak Kopel BURSOR & FISHER, P.A. Attorney for Representative Plaintiffs and the Settlement Class
Dated:	<hr/> G. Thomas Martin, III MARTIN & BONTRAGER APC Attorney for Representative Plaintiffs and the Settlement Class

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Dated:	 <hr/> Hector Membreno
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APPROVED AS TO FORM AND CONTENT:

Dated:	 <hr/> David J. Kaminski Charles R. Messer Stephen A. Watkins Carlson & Messer LLP Attorney for Defendant California Service Bureau
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Dated: 8/2/18	  <hr/> Yitzhak Kopel BORSOR & FISHER, P.A. Attorney for Representative Plaintiffs and the Settlement Class
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Dated:	 <hr/> G. Thomas Martin, III MARTIN & BONTRAGER APC Attorney for Representative Plaintiffs and the Settlement Class
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Dated:	<hr/> <p>Yitzchak Kopel BORSOR & FISHER, P.A. Attorney for Representative Plaintiffs and the Settlement Class</p>
Dated: 7/20/18	 <hr/> <p>G. Thomas Martin, III MARTIN & BONTRAGER APC Attorney for Representative Plaintiffs and the Settlement Class</p>