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14 Attorneys for Plaintiff  
STEVE THOMA

16 UNITED STATES DISTRICT COURT  
17 CENTRAL DISTRICT OF CALIFORNIA

18 STEVE THOMA,  
19 Plaintiff,  
20 vs.

Case No. 2:16-cv-06040-CBM-AJW  
**JOINT STIPULATION OF CLASS  
ACTION SETTLEMENT AND  
RELEASE**

21 CBRE GROUP, INC.; CBRE, INC.;  
22 J.P. MORGAN CHASE NATIONAL  
CORPORATE SERVICES, INC.; J.P.  
23 MORGAN CHASE BANK, NA; J.P.  
MORGAN CHASE & CO; and DOES  
1-50,

24 Defendants.  
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**I. INTRODUCTION**

This Joint Stipulation of Class Action Settlement and Release (hereinafter “Settlement Agreement”) is an agreement to settle claims between the following parties: Plaintiff Steve Thoma, individually and on behalf of other similarly situated individuals (collectively, “Plaintiff”), Defendants J.P. Morgan Chase National Corporate Services, Inc., JPMorgan Chase & Co., and JPMorgan Chase Bank, N.A. (“Chase” or “Defendants”) (together, “the Parties”), and their respective counsel of record. This Settlement Agreement is subject to the terms and conditions set forth below and to the approval of the Court. This Settlement Agreement supersedes any and all prior memoranda of understanding and accurately sets forth the Parties’ class action settlement to resolve all claims between them as detailed below.

**II. DEFINITIONS**

1. “Action” means the claims pending against Defendants J.P. Morgan Chase National Corporate Services, Inc., JPMorgan Chase Bank, N.A., and JPMorgan Chase & Co. in the lawsuit entitled *STEVE THOMA v. CBRE GROUP, INC.; CBRE, INC.; J.P. MORGAN CHASE NATIONAL CORPORATE SERVICES, INC.; J.P. MORGAN CHASE BANK, NA; J.P. MORGAN CHASE & CO; and DOES 1-50*, Case No. 2:16-cv-06040-CBM-AJW, pending in the Central District of California.

2. “Applicable Workweeks” shall mean the following, as reflected on Defendants’ internal records: (a) any weeks worked for Defendants by a Class Member in a Covered Position at any California location from August 11, 2012, through the Date of Preliminary Approval; (b) any weeks worked for Defendants by a Class Member in a Covered Position at any Texas, Illinois or New York location from August 11, 2013, through the Date of Preliminary Approval; (c) any weeks worked for Defendants by an FLSA Collective Member in a Covered Position in any state other than California, Texas, Illinois or New York from August 11, 2013

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through the Date of Preliminary Approval. A Class Member or FLSA Collective Member shall be entitled to credit for only one Applicable Workweek for any particular calendar workweek.

3. “Claim Form” shall mean the form provided to Class Members and FLSA Collective Members to submit in order to obtain their Individual Settlement Amount pursuant to this Agreement. The Claim Form shall be in the form attached as Exhibit A to this Agreement.

4. “Claims Period” shall mean the period of ninety (90) days following the mailing of the Settlement Documents by the Settlement Administrator. If the 90th day falls on a Sunday or holiday, the Claims Period shall end on the next business day that is not a Sunday or holiday.

5. “Class Counsel” or “Plaintiff’s Counsel” means Baker Curtis & Schwartz, P.C.

6. “Class Member” means all persons employed by Defendants as a Facilities Manager in California, Texas, Illinois, and New York during the Covered Periods.

7. “Class Notice” shall mean the document attached hereto as Exhibit B.

8. “Class Representative” means Plaintiff Steve Thoma.

9. “Complaint” means the First Amended Complaint in this Action. A copy of the First Amended Complaint is attached as Exhibit C.

10. “Court” means the United States District Court for the Central District of California.

11. “Covered Period” means: a) for Class Members employed by Defendants in California, the period between August 11, 2012, through the Date of Preliminary Approval, inclusive; b) for Class Members employed by Defendants in Texas, Illinois, and New York, the period between August 11, 2013, through the Date of Preliminary Approval, inclusive.

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12. “Covered Position” means “Facilities Manager” as further defined herein.

13. “Date of Preliminary Approval” means the date the Court approves this Settlement Agreement, and the exhibits thereto, and enters an Order providing for notice to the Class Members and FLSA Collective Members, an opportunity for Class Members to opt-out, an opportunity to submit timely objections to the settlement, a procedure for submitting claims, and setting a hearing for Final Approval of the Settlement Agreement.

14. “Defendants” means J.P. Morgan Chase National Corporate Services, Inc., JPMorgan Chase & Co., and JPMorgan Chase Bank, N.A. CBRE Group, Inc. and CBRE, Inc. are not parties to this Agreement.

15. “Defendants’ Counsel” means Morgan, Lewis & Bockius LLP.

16. “Deficient Claim Form” means a Claim Form that is not signed by the Class Member or FLSA Collective Member submitting the Claim Form or cannot be verified by the Settlement Administrator as being an authentic submission by the Class Member or FLSA Collective Member.

17. “Deficient Claimant” means a Class Member or FLSA Collective Member that has submitted a Deficient Claim Form and has failed to cure its deficiencies within the time required by this agreement.

18. “Deficient Opt-Out Form” means a Request for Exclusion that is not signed by the Class Member submitting the Request for Exclusion or cannot be verified by the Settlement Administrator as being an authentic submission by the Class Member.

19. “Deficient Opt-Out” means a Class Member that has submitted a Deficient Opt-Out Form and has failed to cure its deficiencies within the time required by this agreement.

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20. “Facilities Manager” means an employee who worked for Defendants and held the title of Facilities Manager during the Covered Period.

21. “Fairness Hearing” means the hearing on the Motion for Judgment and Final Approval.

22. “Final Individual Settlement Amount” means the final amount sent to any Claimant under this Agreement.

23. “Final Order and Judgment” means the final Order entered by the Court after the Fairness Hearing approving the settlement and entering judgment pursuant to this Settlement Agreement and in accordance with Fed. R. Civ. P. 58.

24. “FLSA Collective Member” means all persons employed by Defendants in a Covered Position nationwide from August 11, 2013, through the Date of Preliminary Approval.

25. “Individual Settlement Amount” means the amount offered to each Class Member and/or FLSA Collective Member pursuant to Section IV of this Agreement. An individual who is both a Class Member and FLSA Collective Member shall be offered one Individual Settlement Amount.

26. “Late Claim Form” means a Claim Form that is submitted to the Settlement Administrator after the end of the Claims Period.

27. “Late Claimant” means a Class Member or FLSA Collective Member that has submitted a Late Claim Form.

28. “Late Opt-Out Form” means a Request for Exclusion that is submitted to the Settlement Administrator after the end of the Claims Period.

29. “Late Opt-Out” means a Class Member that has submitted a Late Opt-Out Form.

30. “Plaintiff” shall mean Plaintiff Steve Thoma.

31. “Maximum Settlement Amount” is the sum of Six Hundred Twenty-five Thousand U.S. Dollars and zero Cents (\$625,000.00), which represents the

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maximum amount payable in this Settlement by Defendants, and includes all attorneys' fees, litigation costs, claims administration fees, reserve fund, and a Service Enhancement to the Class Representative.

32. "Net Settlement Amount" is the portion of the Maximum Settlement Amount eligible for distribution to Qualified Claimants. It equals the Maximum Settlement amount less Class Counsel's attorneys' fees and actual litigation costs, Settlement Administration Expenses, reserve fund, and a Service Enhancement to the Class Representative.

33. "Order Granting Preliminary Approval" means the Order entered by the Court preliminary approving, *inter alia*, the terms and conditions of this Agreement, the manner and timing of providing notice to the Class Members and FLSA Collective Members, and the time period for opt-outs and objections.

34. "Parties" means collectively Plaintiff and Defendants, as defined herein.

35. "Qualified Claimant" means a Class Member or FLSA Collective Member who has timely submitted a correctly completed Claim Form to the Settlement Administrator and who has not opted-out of the Settlement Agreement, *i.e.*, one who has not timely submitted a valid Request for Exclusion from the Settlement Agreement to the Settlement Administrator.

36. "Reserve Fund" means the amount of the Net Settlement Amount used to pay late claims or disputed allocations, as determined by Class Counsel and Defendants or, if they cannot agree, the Settlement Administrator.

37. "Request for Exclusion" means an Opt-Out Form completed by a Class Member and submitted to the Settlement Administrator. A copy of the Opt-Out Form is attached as Exhibit D.

38. "Service Enhancement" means the incentive payment to the Class Representative in an amount not to exceed \$10,000.

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39. “Settlement Administration Expenses” are those expenses incurred by the Settlement Administrator in effectuating the Settlement Agreement.

40. “Settlement Administrator” means KCC.

41. “Settlement Agreement” shall mean this Joint Stipulation of Settlement and Release.

42. “Settlement Class” means all of the Settlement Class Members who do not submit a Request For Exclusion and, thus, means all of the Class Members who will become bound by the terms of the release in Section VIII of this Agreement.

43. “Settlement Class Member” means any member of the Settlement Class who does not opt out of the Settlement Agreement or who opts out but subsequently rescinds the opt-out in a timely manner.

44. “Settlement Documents” means the Class Notice (Exhibit B) Claim Form (Exhibit A), and Opt-Out Form (Exhibit D), attached hereto.

45. “Settlement Effective Date” means the latter of: (i) the date of final affirmance of an appeal of the Order and Final Judgment, or the expiration of the time for a petition for a writ of certiorari to review the Order and Final Judgment and, if certiorari be granted, the date of final affirmance of the Order and Final Judgment following review pursuant to that grant; or (ii) the date of final dismissal of any appeal from the Order and Final Judgment or the final dismissal of any proceeding on certiorari to review the Order and Final Judgment; or (iii) if no appeal is filed, five days after the expiration date of the time for the filing or noticing of any appeal from the Order and Final Judgment.

46. “Settling Defendants” means Defendants J.P. Morgan Chase National Corporate Services, Inc., JPMorgan Chase & Co., and JPMorgan Chase Bank, N.A., and any of their affiliates, divisions, subsidiaries, parents, predecessors (including but not limited to Washington Mutual Bank and Washington Mutual, Inc. and their affiliated and related entities), any merged entity or merged entities

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2 and/or their or their present and former officers, partners, directors, employees,  
3 agents, shareholders and/or successors, assigns, trustees, heirs, administrators,  
4 executors, representatives and/or principals thereof. CBRE Group, Inc. and CBRE,  
5 Inc. are not parties to this Agreement and are not Settling Defendants.

6 47. "Weighted Work Weeks" shall mean the multiplier applied to the  
7 Individual Settlement Amount for payments covering workweeks in a state where  
8 Settlement Class Members are releasing state law claims. For purposes of  
9 calculating the Individual Settlement Amount, workweeks in California will be  
10 multiplied by 2.5, workweeks in Texas will be multiplied by 1, workweeks in  
11 Illinois will be multiplied by 1.5, and workweeks in New York will be multiplied  
12 by 1.5.

13 **III. LITIGATION BACKGROUND**

14 48. On August 11, 2016, Steve Thoma filed a putative class and collective  
15 action complaint in the Central District of California seeking to recover overtime  
16 compensation, compensation for missed meal and rest breaks, waiting time  
17 penalties pursuant to California Labor Code § 203, wage statement penalties, and  
18 injunctive and declaratory relief on behalf of himself individually and other  
19 Facilities Managers and makes allegations of federal wage-and-hour violations  
20 under the Fair Labor Standards Act ("FLSA"). Plaintiff sought, inter alia, class-  
21 wide damages and restitution for overtime and meal and rest break violations,  
22 interest thereon, injunctive relief, costs and attorneys' fees pursuant to California  
23 Business and Professions Code §§ 17200 et seq., and other provisions of law.

24 49. On January 8, 2018, the parties filed a stipulation seeking an order  
25 permitting the filing of the First Amended Complaint, which, in addition to the  
26 claims alleged in the original complaint, also alleges various state wage and hour  
27 claims under Texas, Illinois, and New York law arising from the same nucleus of  
28 facts set forth in the original complaint. Plaintiff contends that all of these claims

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2 are appropriate for class and/or collective treatment and that Defendants are liable  
3 on a class and collective basis for the claims alleged against them in the First  
4 Amended Complaint.

5 50. Defendants deny Plaintiff's claims, and assert that, for any purpose  
6 other than settlement, the Action is not appropriate for class or collective action  
7 treatment pursuant to Rule 23 of the Federal Rules of Civil Procedure or 29 U.S.C.  
8 § 216(b), respectively. Defendants further contend that they have complied with all  
9 state wage and hour laws and with the FLSA, and that Defendants are not liable on  
10 a class or collective basis for the claims alleged against them in the First Amended  
11 Complaint. Defendants also assert that Class Members and FLSA Collective  
12 Members were provided with meal and rest breaks in accordance with the laws in  
13 California, Illinois, and New York. Defendants also assert that Class Members and  
14 FLSA Collective Members who ended their employment with Defendants during  
15 the Covered Period were properly compensated for all wages due as required by  
16 California law. Consequently, Defendants do not believe that any liability to  
17 Plaintiff or Class Members and FLSA Collective Members exists, or that Plaintiff  
18 or Class Members and FLSA Collective Members are entitled to any recovery. In  
19 addition, Defendants contend that Plaintiff's claims are not suitable for class  
20 treatment. Defendants also contend certain Class Members and FLSA Collective  
21 Members (including Plaintiff) agreed to arbitrate their claims on a non-class basis  
22 pursuant to Defendants' Binding Arbitration Agreement.

23 51. Neither this Settlement Agreement, nor any Final Judgment in this  
24 Action, shall constitute an admission of any form of wrongdoing or liability on the  
25 part of Settling Defendants or the accuracy of any allegation raised in the First  
26 Amended Complaint. This Settlement Agreement is entered into in compromise of  
27 disputed claims. The Parties intend, by their actions pursuant to this Settlement  
28 Agreement, merely to avoid the expense, delay, uncertainty, and burden of

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2 litigation. This Settlement Agreement and any related court documents or orders  
3 may not be cited or otherwise admitted as evidence of liability or that class  
4 certification is appropriate. There has been no final determination by any Court as  
5 to the merits of the Action or whether it is certifiable, other than for settlement  
6 purposes only.

7 52. After extensive written discovery and shortly before briefing on class  
8 certification was scheduled to commence, the Parties agreed to attempt to resolve  
9 this Action through private mediation.

10 53. On September 16, 2017, the Parties participated in a private mediation  
11 with Michael Dickstein, who made a mediator's proposal that was subsequently  
12 accepted by both parties on September 19, 2017. The Parties executed a  
13 Memorandum of Understanding on September 21, 2017.

14 54. It is the desire of the Parties to fully, finally, and forever settle,  
15 compromise, and discharge all disputes and claims against the Settling Defendants  
16 arising from or related to the Action.

17 55. It is the intention of the Parties that this Settlement Agreement shall  
18 constitute a full and complete settlement and release of the claims averred in the  
19 Action. This release includes in its effect a release of all the Settling Defendants.

20 **IV. JURISDICTION AND VENUE**

21 56. This Court has jurisdiction over the Parties and the subject matter of  
22 this Action. This Court will have continuing jurisdiction over the terms and  
23 conditions of this Settlement Agreement, until all payments and obligations  
24 provided for herein have been fully executed.

25 **V. TERMS OF SETTLEMENT**

26 57. NOW, THEREFORE, in consideration of the mutual covenants,  
27 promises, and undertakings set forth herein, the Parties agree, subject to the Court's  
28 approval, as follows:

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a. **Non-Admission.** Nothing in this Settlement Agreement, or any communications, papers, or orders related to this Settlement Agreement, shall be construed to be or deemed an admission by Settling Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members, the FLSA Collective Members, or any other person, and Settling Defendants specifically disclaim any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members, the FLSA Collective Members, or any other person, or that class or collective action certification is appropriate in this or any other matter. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. Except as it relates to the approval, enforcement or interpretation of this Settlement Agreement, this Settlement Agreement and any communications, papers, or orders related to the Settlement Agreement may not be cited or otherwise admitted as evidence of liability or that class or collective action certification is appropriate. There has been no final determination by any Court as to the merits of the claims asserted by Plaintiff against Defendants or as to whether a class or collective action should be certified, other than for settlement purposes only. Furthermore, nothing in this Settlement Agreement shall be considered any form of waiver of any of Defendants' arbitration agreements, alternative dispute resolution provisions or any other applicable alternative dispute resolution policy. Defendants in no way waive the

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enforceability of their arbitration agreements, alternative dispute resolution provisions or any other applicable alternative dispute resolution policy with Plaintiff and the putative class members and agree to the terms of this Settlement Agreement for the sole and limited purpose of obtaining preliminary and final approval of the settlement.

b. **Certification.** The Parties stipulate, for settlement purposes only, to the certification by the Court of a class as to all claims asserted in the First Amended Complaint pursuant to state law, and further stipulate, for settlement purposes only, to the certification by the Court of a collective action as to all claims asserted in the First Amended Complaint pursuant to the FLSA. Defendants' stipulation to this Settlement Class shall in no way be considered any form of waiver of any form of alternative dispute resolution, including the provisions contained in Defendants' Binding Arbitration Agreement, applicable to some Class Members or FLSA Collective Members. Defendants stipulate to this Settlement Class for the sole and limited purpose of obtaining preliminary and final approval of the settlement. Defendants' stipulation to this Settlement Class shall not be construed as an admission or acknowledgment of any kind that any class should be certified or given class or collective action treatment, except for Settlement Purposes. The Settlement Class may be provisionally certified as a class action pursuant to Fed. R. Civ. P. 23 for the purposes of the monetary relief provided in this Settlement Agreement. Plaintiff's Counsel, Baker Curtis & Schwartz, P.C., may be appointed as

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Class Counsel for purposes of effectuating this Settlement Agreement.

- c. **Non-Approval By The Court.** In the event that this Settlement Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court:
  - i. The Settlement Agreement shall have no force or effect, other than the confidentiality and non-disclosure provisions in Section XIV and the non-admission provisions in Paragraph 57(a);
  - ii. The Settlement Agreement shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
  - iii. The preliminary and conditional certification of the class shall become null and void, and the fact of certification shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
  - iv. None of the parties to this Settlement Agreement will be deemed to have waived any claims, objections, defenses or arguments with respect to the issue of class or collective certification or the merits of Plaintiff's claims.
- d. **Settlement Payments.** Defendants agree to pay a Maximum Settlement Amount of Six Hundred Twenty-five Thousand U.S. Dollars and zero Cents (\$625,000.00), inclusive of all settlement payments, fees and costs identified in this Settlement Agreement, including a Service Enhancement to the Class

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Representative, Settlement Administration Expenses, and attorneys' fees and out-of-pocket litigation expenses. The Maximum Settlement Amount does not cover the employer-side payroll taxes which Defendants will be solely responsible for. The parties agree, subject to Court approval, to the following allocations to be paid from the Maximum Settlement Amount:

- i. From the Maximum Settlement Amount, settlement payments shall be allocated to the Settlement Class for allegedly unpaid wages, overtime, premium wages, and related fees, interest, and penalties ("Net Settlement Amount").
- ii. From the Maximum Settlement Amount, provided there is no breach of the confidentiality and publicity provisions in the Memorandum of Understanding or Section XIV of this Settlement Agreement by Plaintiff or his counsel, Class Counsel may seek from the Court a maximum of 25% of the Maximum Settlement Amount in attorneys' fees, and a maximum of \$20,000 in actual litigation costs, for serving as Class Counsel, which Defendants will not oppose.
- iii. From the Maximum Settlement Amount, provided there is no breach of the confidentiality and publicity provisions in the Memorandum of Understanding or Section XIV of this Agreement by Plaintiff or his counsel, Plaintiff may seek from the Court a Service Enhancement not to exceed a total of \$10,000 for his efforts and service leading to

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this Settlement Agreement, which Defendants will not oppose.

- iv. From the Maximum Settlement Amount, a Reserve Fund not to exceed \$5,000 will be reserved for disputed, untimely, and self-identified claims.
- v. From the Maximum Settlement Amount, Settlement Administration Expenses in a reasonable amount.
- vi. If the Court approves a lesser amount of attorneys' fees, litigation costs, or Service Enhancement than those sought by Plaintiff and Class Counsel, any amount disallowed by the Court shall be added to the Net Settlement Amount and paid to Qualified Claimants. The Parties agree that this Settlement Agreement shall remain binding with such modification(s) and its terms will be otherwise unchanged.
- vii. The Settlement Administrator will administer the notice, challenges, opt outs and objections to settlement procedures, informing Class Members and FLSA Collective Members of their rights in regard to the proposed settlement as specified below; will disburse monies from the Net Settlement Amount as and when authorized in this Settlement Agreement and by order of the Court; will file and issue any necessary tax reporting documents; and will inform the Parties and the Court of its fulfillment of the duties imposed by this Settlement Agreement. Settlement Administrator Expenses shall be paid from the Maximum Settlement Amount.

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e. **Plan of Allocation.** The “Net Settlement Amount” is the balance of the Maximum Settlement Amount including interest accruing to it, after subtracting the Reserve Fund and after payments have been made for attorneys’ fees and litigation expenses (including interest earned on those amounts), Settlement Administration Expenses, and the Class Representative’s Service Enhancement (including interest earned on that amount). The Net Settlement Amount shall be used to pay all amounts due to Qualified Claimants based on their weeks worked in Class Positions.

i. The Settlement Administrator shall, after final approval of the Settlement Agreement by the Court and after the Settlement Effective Date, pay each Qualified Claimant a pro rata portion of the Net Settlement Amount based on the following algorithm.

(a) Determine the total number of weeks worked by all Qualified Claimants in the following geographic areas and multiply those weeks by the identified multiplier to determine the Weighted Work Weeks:

- (i) California – 2.5
- (ii) Illinois – 1.5
- (iii) New York – 1.5
- (iv) Texas – 1.0
- (v) Any other state – 1.0

(b) Calculate the sum of all of Weighted Work Weeks of all Qualified Claimants to

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determine the “Total Weighted Work Weeks.”

- (c) Calculate the sum of Weighted Work Weeks worked by each Qualified Claimant to determine each Qualified Claimant’s “Individual Total Weighted Work Weeks.”
- (d) Divide the Individual Total Weighted Work Weeks of each Qualified Claimant by the Total Weighted Work Weeks to determine the Qualified Claimant Net Settlement Percentage.
- (e) Multiply the Qualified Claimant Net Settlement Percentage by the Net Settlement Amount to determine each Qualified Claimant’s Individual Settlement Amount.
- (f) In Calculating each Class Member’s “Estimated Individual Settlement Amount” for inclusion on the Class Notice and Claims Form, the Settlement Administrator shall presume that the Court awards all requested adjustments from the Maximum Settlement Amount.

ii. The number of weeks worked by Class Members and FLSA Collective Members in Covered Positions shall be determined by the Settlement Administrator based on employment records to be provided by Defendants as specified below. Class Members and FLSA Collective

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Members shall have the right to challenge the number of weeks worked reflected in Defendants' records. For such disputed claims, Defendants' records will be presumed accurate. If a Class Member or FLSA Collective Member disputes those records, he or she has the burden to establish otherwise. Payments on disputed claims will be finally decided by the Parties' Counsel and, to the extent possible, resolved prior to finalizing the amounts distributable to Qualified Claimants. Should the Parties' counsel not agree, the Settlement Administrator will finally decide the payments on disputed claims.

iii. Class Members and FLSA Collective Members entitled to recover under this Settlement Agreement will include only those individuals who are identified on Defendants' records as having worked in the Covered Position during the Covered Period, or those additional individuals who the Parties' Counsel determine have a viable claim notwithstanding the absence of Defendants' records confirming such employment. Should the Parties' Counsel not agree, the Settlement Administrator will determine whether those additional individuals have a viable claim.

iv. The Settlement Administrator shall issue settlement checks to Qualified Claimants under this Settlement Agreement, as well as a Service Enhancement to the Class Representative and attorneys' fees and expenses awarded to Class Counsel by sending such payments by mail or

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other reliable means to the respective recipients as specified below.

- f. **Objections.** Only Qualified Claimants who file timely and proper Claim Forms may object to the Settlement Agreement. Class Members who opt-out of the Settlement Agreement are not eligible to object to the Settlement Agreement. All objections must be filed with the Court and served upon all counsel of record no later than five (5) days after the filing of the motion for final approval of the Settlement Agreement, and such deadline applies notwithstanding any argument regarding non-receipt of the notice. Anyone who fails to file and serve timely written objections in this manner shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement Agreement and from filing any appeal from any Final Order and Judgment issued by the Court. The Parties may file a response to any objections submitted by objecting Class Members and FLSA Collective Members at or prior to the hearing for final approval of the Settlement Agreement. Class Members shall be permitted to withdraw their objections in writing by submitting a withdrawal statement to the Settlement Administrator not later than one (1) business day prior to the Court’s Fairness Hearing, or as otherwise ordered by the Court.
- g. **Class Member Opt Outs.** Class Members who wish to “opt-out” of and be excluded from the Settlement Agreement must submit a written Request for Exclusion from the Settlement Agreement bearing a post-mark from a date within the Claims

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Period. The request to opt-out must include: (a) the Class Member's name; (b) a statement that the Class Member desires to exclude himself or herself from the case; and (c) the Class Member's employee identification number or the last four digits of the Class Member's social security number. If a Class Member submits a Deficient Opt-Out, the Settlement Administrator shall notify the Class Member of the deficiency within five (5) business days of receipt. The Class Member shall have until the end of the Claims Period or five (5) business days after the close of the claims period if the notice of deficiency is sent by the Settlement Administrator within (5) business days of the end of the Claims Period to cure said deficiencies, at which point his or her Request for Exclusion will be rejected if not received. Class Members submitting untimely or Deficient Opt-Out Forms shall be bound by the Settlement Agreement and its releases but will not be considered Qualified Claimants for settlement distribution purposes. If a Class Member submits both a Claim Form and a Request for Exclusion, the Claim Form will control and the Class Member will be considered a Qualified Claimant. Class Members shall be permitted to rescind their opt out statements in writing by submitting a rescission statement to the Settlement Administrator not later than one (1) business day prior to the Court's Fairness Hearing, or as otherwise ordered by the Court. The Settlement Administrator shall not accept Late Opt-Out Forms without the written authorization of Defendants.

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- h. **Claim Forms.** Class Members and FLSA Collective Members shall be sent a Claim Form which will state the Estimated Individual Settlement Amount and the dates of employment that the Class Member and FLSA Collective Member worked in the Covered Position during the Covered Period. The Claim Form will provide instructions on how to make a claim and contain a summary release of claims. In order to be considered a Qualified Claimant, the Class Member or FLSA Collective Member must sign the Claim Form and have it postmarked or actually received by the Settlement Administrator within the Claims Period. The Parties agree to accept Late Claim Forms so long as the Late Claim Forms are received within five (5) days of the Fairness Hearing, provided that Late Claims Forms shall not cause Defendants to pay more than the Maximum Settlement Amount.
- i. **Claim Form for Plaintiff.** Plaintiff shall not opt-out of or object to the Settlement Agreement. His pro rata share of the settlement is in addition to the amount he receives as a Service Enhancement. Class Counsel shall ensure that Plaintiff timely files his Claim Form.
- j. **Released Claims.** Upon Final Order and Judgment, each Settlement Class Member shall be deemed to have fully, finally, and forever released Settling Defendants from all Settlement Class Released Claims as set forth in Section VIII or Section IX.
- k. **Plaintiff's Released Claims.** Upon Final Order and Judgment, Plaintiff shall be deemed to have fully, finally, and forever

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2 released Defendants from all Class Representative Released  
3 Claims as set Forth in Section IX.

- 4 I. **Entry of Judgment.** At the Fairness Hearing, the Parties will  
5 request that the Court, among other things: (a) certify the  
6 Settlement Class for purposes of settlement only; (b) enter a  
7 Final Order and Judgment in accordance with the terms of this  
8 Settlement Agreement; (c) approve the Settlement Agreement as  
9 fair, adequate, reasonable, and binding on all Settlement Class  
10 Members and participating FLSA Collective Members; (d)  
11 dismiss the Action with prejudice; (e) enter an order  
12 permanently enjoining all Settlement Class Members,  
13 participating FLSA Collective Members and Class Counsel from  
14 pursuing and/or seeking to reopen claims that have been  
15 released by this Agreement; and (f) incorporate the terms of this  
16 Settlement Agreement.

17 **VI. SETTLEMENT ADMINISTRATION**

18 58. The Parties have agreed to the appointment of X to perform the duties  
19 of Settlement Administrator.

20 59. The Settlement Administrator shall be responsible for and the  
21 Maximum Settlement Amount shall cover: (a) calculating each Class and/or FLSA  
22 Collective Member's potential recovery of the Net Settlement Amount;  
23 (b) preparing and mailing Settlement Documents with estimated settlement  
24 payment amounts, and instructions on how to make a claim, opt out of, or object to  
25 the Settlement Agreement, to all Class and/or FLSA Collective Members, including  
26 taking appropriate steps to trace, update and locate any individual Class and/or  
27 FLSA Collective Members whose address or contact information as provided to the  
28 Settlement Administrator is inaccurate or outdated; (c) receiving and reviewing all

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2 Claim Forms to ensure completeness and timeliness; (d) receiving and serving on  
3 Class Counsel and Defendants' Counsel, and the Court, opt out statements, copies  
4 of written objections, and any withdrawal and rescission statements; (e) providing  
5 to Class Counsel and Defendants' Counsel a weekly report of activity;  
6 (f) establishing a toll free telephone line and responding to inquiries and requests  
7 for information or assistance from Class and/or FLSA Collective Members; (g)  
8 maintaining the Maximum Settlement Amount account in an interest-bearing  
9 account at a federally insured banking institution; (h) determining and paying the  
10 final amounts due to be paid to Qualified Claimants; (i) reporting to Class Counsel,  
11 Defendants' Counsel, and the Court regarding the completion of the tasks identified  
12 in this paragraph; and (j) carrying out other related tasks including the proper  
13 maintenance of undisbursed Net Settlement Amounts in an interest bearing account  
14 and reporting required for that account, in accordance with the terms of this  
15 Settlement Agreement.

16         60. All disputes relating to the Settlement Administrator's ability and need  
17 to perform its duties shall be referred to the Court, if necessary, which will have  
18 continuing jurisdiction over the terms and conditions of this Settlement Agreement,  
19 until all payments and obligations contemplated by the Settlement Agreement have  
20 been fully executed.

21         61. When and if the Court grants Final Approval of the Settlement  
22 Agreement, and the Settlement Effective Date as defined herein has passed, the  
23 Settlement Administrator shall prepare a final list of all Qualified Claimants who  
24 timely submitted a valid Claim Form and did not opt-out of the Settlement  
25 Agreement. The Settlement Administrator shall provide this list to Defendants  
26 within 5 days after the Settlement Effective Date. For each Qualified Claimant on  
27 this list, the Settlement Administrator will re-calculate the amounts due to each  
28 Qualified Claimant and issue checks payable to said Qualified Claimants.

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2           62. Except for the Service Enhancement described above to be paid to the  
3 Class Representative, all settlement payments to Qualified Claimants shall be  
4 allocated as follows: unpaid wages (80% of each settlement payment), penalties  
5 and interest (20% of each settlement payment). Defendants are responsible for  
6 paying the employer tax contributions as required by law. The Class  
7 Representative and each Qualified Claimant must pay their own portion of payroll  
8 and income taxes on the 80% of each of their own settlement payment that is  
9 unpaid wages, and such amounts will be withheld from settlement payments. The  
10 Class Representative and each Qualified Claimant shall be exclusively liable for  
11 any and all tax liability relating to their own settlement payments, if any, other than  
12 for the employer tax contributions. The Settlement Administrator shall calculate  
13 applicable federal and state deductions and timely provide information/data  
14 regarding such deductions to the Parties prior to distribution of funds. All Parties  
15 represent that they have not received, and shall not rely on, advice or  
16 representations from other Parties or their agents or attorneys regarding the tax  
17 treatment of payments under federal, state, or local law.

18           63. The Service Enhancement to the Class Representative shall be treated  
19 as compensation for non-wage related claims, injuries, and reimbursement, and  
20 shall be reported on an IRS 1099 without withholdings.

21           64. All settlement payments to the Class Representative and/or Qualified  
22 Claimants under this agreement shall be considered compensation for disputed  
23 hours worked, as well as other claims pled in the First Amended Complaint, during  
24 the period of employment with Defendants by the individual Class Representative  
25 and/or Qualified Claimant only. To the extent any settlement payment results in  
26 any overpayment of unemployment benefits to the Class Representative and/or any  
27 Qualified Claimant, the amount of any such overpayment to the Class  
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2 Representative shall be his responsibility and an overpayment to the individual  
3 Qualified Claimant shall be the responsibility of that individual.

4 **VII. NOTICE TO THE SETTLEMENT CLASS MEMBERS**

5 65. Within five days of the execution of this Settlement Agreement,  
6 Defendants shall provide to Class Counsel information in electronic format  
7 regarding final pay and weeks worked in a Covered Position (by state) during the  
8 Covered Period for the Class Members and/or FLSA Collective Members.

9 66. Within twenty-one (21) days after the Date of Preliminary Approval  
10 by the Court, Defendants shall search in good faith for and provide to the  
11 Settlement Administrator information in electronic format regarding all Class  
12 Members and/or FLSA Collective Members, including name(s), last known  
13 residence addresses, Social Security numbers, and dates worked in the Covered  
14 Position during the Covered Period.

15 67. Class data shall only be used by the Settlement Administrator for the  
16 purpose of calculating settlement shares and finding and notifying Class Members  
17 and/or FLSA Collective Members of the settlement. Class data for Class Members  
18 and/or FLSA Collective Members shall not be disclosed to the Plaintiff, Class  
19 Counsel, or any other Class Members without the written consent of Defendants.

20 68. Prior to mailing the Settlement Documents, the Settlement  
21 Administrator will update the addresses for the Class Members and/or FLSA  
22 Collective Members using the National Change of Address database and other  
23 available resources deemed suitable by the Settlement Administrator. Any returned  
24 envelopes from the initial mailing with forwarding addresses will be used by the  
25 Settlement Administrator to locate Class Members and/or FLSA Collective  
26 Members and re-mail the Settlement Documents to the correct or updated address.  
27 The Settlement Administrator will use all appropriate tracing methods, including  
28 skip tracing, to ensure that the Settlement Documents are received by Class

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Members and/or FLSA Collective Members. The Settlement Administrator shall also take reasonable steps including skip tracing to locate any Settlement Class Members and/or FLSA Collective member whose Class Notice is returned as undeliverable

69. Class Members and/or FLSA Collective Members shall have sixty (60) days from the date of mailing of the Settlement Documents to return valid Claim Forms (the “Claims Period”) to the Settlement Administrator. If the 60th day falls on a Sunday or holiday, the deadline to return Claims Forms will be the next business day that is not a Sunday or holiday. Class Members and/or FLSA Collective Members who return valid, signed Claim Forms shall be deemed “Qualified Claimants” under the Settlement Agreement. After recalculating estimated settlement allocations to account for disputed claims, Qualified Claimants will receive their allocation from the Net Settlement Amount agreed upon pursuant to this agreement and calculated by the Settlement Administrator.

70. The Settlement Administrator shall notify Class Members and/or FLSA Collective Members who submit a Deficient Claim Form of the deficiency within five (5) business days of receipt. Deficient Claimants will be permitted additional time to cure all deficiencies up until 5 days prior to the hearing on Final Approval. Deficient Claim Forms that are not cured by the end of the Claims Period, or any extension thereof, shall render the Deficient Claimant’s claim waived, but the Deficient Claimant will still be bound by the releases in this Settlement Agreement, except the release of claims under the Fair Labor Standards Act.

71. The Settlement Administrator shall send one (1) reminder postcard to all Class Members and/or FLSA Collective Members who have not submitted a Consent Form or Exclusion Form. These reminder postcards shall be in the form attached to this Agreement as Exhibit E. The postcards shall be sent twenty-one

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(21) calendar days after the mailing of the Notice of Settlement and Consent Form. Such postcards shall be sent by first-class United States mail, postage prepaid, to the last known address of each Class Member and/or FLSA Collective Member.

72. All Settlement Administration Expenses shall come out of the Maximum Settlement Amount.

**VIII. DISTRIBUTION OF NET SETTLEMENT AMOUNT**

73. **Eligibility for Settlement Payments.** Class Members and/or FLSA Collective Members who have timely submitted valid Claim Forms and Class Members who have not opted-out of the Settlement Agreement will be considered “Qualified Claimants” eligible to receive a Settlement Payment. Only Qualified Claimants will be eligible to receive a Settlement Payment. Late Claim Forms submitted after the deadline but 5 days before the Fairness Hearing may be accepted at the discretion of the Parties. Class Members who have not had their Claim Forms accepted, or have not filed timely and valid opt-out notices, will still be bound by the Settlement Agreement and its releases, except the release of claims under the Fair Labor Standards Act, but will not be entitled to receive payment of their share of the settlement.

74. Each Claim Form mailed to a Class Members and/or FLSA Collective Member will identify the dates of employment that Defendant’s records indicate the individual worked in the Covered Position during the Covered Period and each Member’s Estimated Individual Settlement Amount.

75. Qualified Claimants will have the right to challenge only the dates of employment and/or number of weeks worked as shown on the Claim Form. Challenges to the dates of employment and/or number of weeks worked listed on Claim Forms shall be sent directly to the Settlement Administrator at the address indicated on the Claim Form. Any challenge must be made during the Claims Period. The Settlement Administrator will inform Class Counsel and Defendants'

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2 Counsel in writing of any timely filed challenges. The dates of employment and/or  
3 work weeks listed on the Claim Form are presumed to be accurate unless the  
4 Qualified Claimant submits documentation demonstrating otherwise, i.e., a  
5 Qualified Claimant who fails to provide written proof will have his or her challenge  
6 denied. In the event of any dispute over an individual's dates of employment,  
7 Defendants' Counsel, after consultation with Plaintiff's Counsel, will investigate  
8 the challenge and the Parties' Counsel will determine whether any additional  
9 amount is owed to the Qualified Claimant making the challenge. Should the  
10 Parties' Counsel not agree, the Settlement Administrator will decide whether the  
11 Qualified Claimant's challenge shall be accepted. The Settlement Administrator's  
12 decision is final and binding without a right of appeal. In no event shall the  
13 resolution of any dispute over any Qualified Claimants' dates of employment result  
14 in Defendants being required to pay more than the Maximum Settlement Amount.

15 76. The Settlement Administrator shall date stamp all original Claim  
16 Forms received and all correspondence of any nature from any Class Member  
17 and/or FLSA Collective Member.

18 77. The Settlement Administrator shall: (a) date stamp all original opt out  
19 statements and objections to the Settlement Agreement that it receives; (b) serve  
20 copies on Class Counsel and Defendants' Counsel no later than 5 business days  
21 after receipt, or immediately if received within 5 business days of the Court's  
22 Fairness Hearing; and (c) file the date-stamped originals with the Clerk of the Court  
23 no later than 5 business days prior to the date of the Court's Fairness Hearing or  
24 immediately if received less than 5 business days prior to the date of the Court's  
25 Fairness Hearing.

26 78. The Settlement Administrator shall also: (a) date stamp all original  
27 rescission of opt out and withdrawal of objection statements it receives; (b) serve  
28 copies on Class Counsel and Defendants' Counsel no later than 5 business days

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2 after receipt, or immediately if received within 5 business days of the Court's  
3 Fairness Hearing; and (c) file the date-stamped originals with the Clerk of the Court  
4 no later than 5 business days prior to the date of the Court's Fairness Hearing or  
5 immediately if received less than 5 business days prior to the date of the Court's  
6 Fairness Hearing.

7 79. The Settlement Administrator shall make the final calculation of  
8 payments from the Net Settlement Amount to be distributed to the Qualified  
9 Claimants following the entry of the Court's order granting final approval of the  
10 Settlement Agreement and within 10 days after the final resolution of any appeals  
11 or the expiration of any appeals period relating to the order of final approval. Upon  
12 completion of its final calculation of payments, and at least 5 days prior to the  
13 distribution of payments to Qualified Claimants from the Net Settlement Amount,  
14 the Settlement Administrator shall provide the parties with a report listing the  
15 amount of all payments to be made to each Qualified Claimant from the Net  
16 Settlement Amount.

17 80. Within 5 days after the Settlement Effective Date, the Settlement  
18 Administrator shall distribute and pay settlement checks to all Qualified Claimants,  
19 pay the Class Representative his Service Enhancement payment, and pay Class  
20 Counsel's attorneys' fees and costs.

21 81. The Settlement Administrator shall be responsible for issuing and  
22 mailing the checks and any necessary tax reporting forms to Qualified Claimants,  
23 the Class Representative, Class Counsel, and Defendants. The Settlement  
24 Administrator shall provide a declaration of payment, which will be filed with the  
25 Court and served on Class Counsel and Defendants within 30 days of mailing the  
26 payments to Qualified Claimants, the Class Representative and Class Counsel.

27 82. **Uncashed Settlement Checks.** Qualified Claimants who are sent  
28 settlement payments shall have at least 120 calendar days after mailing by the

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2 Settlement Administrator to cash their settlement checks and will be so advised of  
3 such deadline. If such Qualified Claimants do not cash their checks within that  
4 period, those checks will become void and escheat to the state's unclaimed funds  
5 administrator or equivalent agency. The Settlement Class Released Claims shall  
6 remain binding upon Qualified Claimants who fail to cash their settlement checks.  
7 In such event, those Qualified Claimants must seek their payments from the States  
8 to which their monies escheated.

9       83. **Qualified Settlement Fund.** Defendants shall provide payment to the  
10 Settlement Administrator within ten (10) days of the Order Granting Preliminary  
11 Approval. The Settlement Administrator shall create a Qualified Settlement Fund  
12 ("QSF"), to be funded by Defendants and administered by the Settlement  
13 Administrator. Should the Settlement Effective Date never occur for any reason  
14 whatsoever, the entire amount of the Maximum Settlement Amount shall revert to  
15 Defendants along with any accrued interest. Should the Settlement Effective Date  
16 occur, all interest earned on the Maximum Settlement Amount shall inure to the  
17 benefit of the Settlement Class Members, participating FLSA Collective Members,  
18 the Class Representative, and Class Counsel in accordance with this Agreement.

19 **IX. RELEASE BY SETTLEMENT CLASS MEMBERS AND CLASS**  
20 **REPRESENTATIVES**

21       84. **Release by Plaintiff.** The releases agreed upon and made part of this  
22 Settlement Agreement by Plaintiff (the "General Release") shall include a general  
23 release of Settling Defendants, as defined above, from all claims, actions, causes of  
24 action, lawsuits, debts, dues, sums of money, accounts, reckonings, bonds, bills,  
25 specialties, covenants, contracts, bonuses, controversies, agreements, promises,  
26 claims, charges, complaints and demands whatsoever, whether in law or equity,  
27 known or unknown, which against the Settling Defendants, the Plaintiff and the  
28 Plaintiff's heirs, executors, administrators, successors, and assigns, may now have

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2 or hereafter later determine that he has or had upon, or by reason of, any cause or  
3 thing whatsoever relating to his employment or termination of employment,  
4 including, but not limited to, claims arising under the Americans With Disabilities  
5 Act, the National Labor Relations Act, the Fair Labor Standards Act, the Equal Pay  
6 Act, the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et  
7 seq., as amended, but not limited to, breach of fiduciary duty and equitable claims  
8 to be brought under § 1132(a)(3) (“ERISA”), the Worker Adjustment and  
9 Retraining Notification Act, as amended, Title VII of the Civil Rights Act of 1964,  
10 the Vocational Rehabilitation Act of 1973, the Civil Rights Acts of 1866, 1871 and  
11 1991, including Section 1981 of the Civil Rights Act, the Family and Medical  
12 Leave Act (to the extent permitted by law), the California Family Rights Act  
13 (“CFRA”), California’s PAGA, Cal. Bus. and Prof. Code § 17200 et seq. (“UCL”),  
14 the California Labor Code, and/or any other federal, state or local human rights,  
15 civil rights, wage-hour, pension or labor law, rule, statute, regulation, constitution  
16 or ordinance and/or public policy, contract or tort law, or any claim of retaliation  
17 under such laws, or any claim of breach of any contract (whether express, oral,  
18 written or implied from any source), or any claim of intentional or negligent  
19 infliction of emotional distress, tortious interference with contractual relations,  
20 wrongful or abusive or constructive discharge, defamation, prima facie tort, fraud,  
21 negligence, loss of consortium, malpractice, breach of duty of care, breach of  
22 fiduciary duty or any action similar thereto against Settling Defendants, including  
23 any claim for attorneys’ fees, expenses or costs based upon any conduct from the  
24 beginning of the world up to and including the date of this General Release;  
25 provided, however, that Plaintiff does not waive any right to file an administrative  
26 charge with the Equal Employment Opportunity Commission (“EEOC”) or the  
27 National Labor Relations Board (“NLRB”), subject to the confidentiality provisions  
28 of the Settlement Agreement, and subject to the condition that Plaintiff agrees not

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2 to seek, or in any way obtain or accept, any monetary award, recovery or settlement  
3 therefrom and agrees that he understands that such limitation does not in any way  
4 restrict his ability to file and pursue such charge consistent with the confidentiality  
5 obligations set forth in this Settlement Agreement; and further provided, however,  
6 that Plaintiff does not waive any rights with respect to, or release Chase from any  
7 claims for California Workers' Compensation benefits (except that Plaintiff hereby  
8 releases and waives any claims that, as a result of their termination, they are entitled  
9 to additional benefits or payments); and further provided, however, that Plaintiff  
10 does not release any claim for unemployment compensation benefits; and further  
11 provided, however, that Plaintiff does not release any claim that cannot be released  
12 by private contract or for breach of the terms of the Settlement Agreement between  
13 Plaintiff and Settling Defendants.

14 85. Plaintiff hereby agrees that, he shall not seek and hereby waive any  
15 claim for employment or re-employment (as a full-time or part-time employee) or  
16 assignment or work (as a temporary worker, independent contractor or consultant)  
17 or, in the event of a merger or acquisition, seek employment or work in which he  
18 receives payment directly from any Settling Defendants, and that this General  
19 Release shall be a complete bar to any such application for employment or re-  
20 employment. However, Plaintiff shall not be required to end any pre-existing  
21 employment under this paragraph with any entity that Settling Defendants shall  
22 acquire subsequent to the commencement of Plaintiff's employment with that  
23 entity.

24 86. Nothing in this General Release shall prohibit or restrict Plaintiff from:  
25 (i) providing information to or cooperating with Congress, the Securities and  
26 Exchange Commission ("SEC"), the Commodity Futures Trading Commission  
27 ("CFTC"), the Consumer Financial Protection Bureau ("CFPB"), the EEOC, the  
28 Occupational Safety and Health Administration ("OSHA"), the NLRB or any other

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2 federal, state, or local government, regulatory, or law enforcement agency  
3 (“Government Agencies”), the Financial Industry Regulatory Authority (“FINRA”),  
4 or any other self-regulatory organization (“SRO”); (ii) reporting to Chase’s  
5 management or directors regarding conduct employee believes to be in violation of  
6 the law or prohibit or restrict employee from providing information to or  
7 cooperating with any Government Agencies or any SROs; (iii) communicating with  
8 any Government Agencies or SRO or otherwise participating in any investigation  
9 or proceeding that may be conducted by any Government Agency or SRO,  
10 including providing documents or other information; or (iv) receiving an award for  
11 information provided to any Government Agencies other than for charges filed with  
12 the EEOC or corresponding state or local agency as set forth above.

13 87. For the purpose of implementing a full and complete release and  
14 discharge of the Settling Defendants, Plaintiff expressly acknowledges that this  
15 General Release is intended to include in its effect, without limitation, all claims  
16 which Plaintiff does not know or suspect to exist in Plaintiff’s favor at the time of  
17 execution hereof, and that this General Release contemplates the extinguishment of  
18 any such claim or claims. It is further understood and agreed that as a condition of  
19 this General Release, Plaintiff hereby expressly waives and relinquishes any and all  
20 claims, rights or benefits that he may have under California Civil Code Section  
21 1542, which provides as follows:

22 A general release does not extend to claims which the creditor does not know  
23 or suspect to exist in his or her favor at the time of executing the release,  
24 which if known to him or her must have materially affected his or her  
settlement with the debtor.

25 88. In connection with such waiver and relinquishment, Plaintiff hereby  
26 acknowledges that he or his attorneys may hereafter discover claims or facts in  
27 addition to, or different from, those which they now know or believe to exist, but  
28 that Plaintiff expressly agrees to fully, finally and forever settle and release any and

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all claims, known or unknown, suspected or unsuspected, which exist or may exist on his behalf against Settling Defendants at the time of execution of the Settlement Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Settling Defendants or the cessation of that employment. Plaintiff and Settling Defendants further acknowledge, understand and agree that this representation and commitment is essential to each Party and that this Settlement Agreement would not have been entered into were it not for this representation and commitment.

89. If any of the provisions, terms, clauses, waivers or releases of claims and rights contained in this General Release are declared illegal, unenforceable, or ineffective in a legal forum of competent jurisdiction, such provisions, terms, clauses, waivers or releases of claims or rights shall be modified, if possible, in order to achieve, to the extent possible, the intentions of the parties and, if necessary, such provisions, terms clauses, waivers and releases of claims and rights shall be deemed severable, such that all other provisions, terms, clauses and waivers and releases of claims and rights contained in this General Release shall remain valid and binding upon both parties, provided, however, that, notwithstanding any other provision of this General Release, if any portion of the waiver or release of claims or rights is held to be unenforceable, Defendants may, at their option, seek modification or severance of such portion, or terminate the Settlement Agreement pursuant to Section XIII.

90. Plaintiff further covenants that he will not participate in any other legal actions relating to his employment against Defendants, and will opt-out of those actions if he becomes aware of such actions. Plaintiff further agrees that any other dispute concerning any aspect of his employment with Defendants shall be subject to alternative dispute resolution under Defendants' Binding Arbitration Agreement, but reserves any arguments regarding its enforceability.

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91. Nothing in this Agreement shall be construed as a release, by Plaintiff, of any claims against CBRE or any CBRE entity.

92. Plaintiff shall further agree that at no time will he, verbally or in writing, defame or make disparaging remarks or encourage, solicit, induce or entice others to make disparaging remarks about Defendants.

93. Subject to the provisions of Section XIV, and to the maximum extent permitted by law, Plaintiff and his counsel agree not to disclose the terms of the Settlement Agreement except to the extent necessary in court papers or if required by legal process.

94. Plaintiff shall certify that he has returned all Chase property in his possession or control, including without limitation, equipment, telephones, credit cards, keys, pagers, tangible proprietary information, documents, computers and computer discs, personal data assistants, files and data, which they prepared or obtained during the course of his employment.

95. **Release by Settlement Class Members.** The releases agreed upon and made part of the Settlement Agreement by Settlement Class Members and participating FLSA Collective Members (“Settlement Class Released Claims”) shall include a release of Settling Defendants, of the Settlement Class Released Claims as follows:

- (a) All FLSA Collective Members agree to a general release of all claims under the FLSA, and all state and local wage and hour claims pled in the First Amended Complaint, or that could have been alleged in the First Amended Complaint, based on the facts alleged through the later of preliminary approval or the date the claim form is filed;
- (b) All Settlement Class Members and participating FLSA Collective Members who work or worked in the Covered

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2 Position in California, Texas, Illinois, or New York agree to a  
3 release of all state and local wage and hour claims pled in the  
4 First Amended Complaint, or that could have been alleged in the  
5 Complaint, based on the facts alleged, including but not limited  
6 to, any and all wage and hour claims under California, Illinois,  
7 New York, and Texas law and related derivative claims, through  
8 preliminary approval (including, for Settlement Class Members  
9 and participating FLSA Collective Members who worked in  
10 California, a waiver under California Civil Code Section 1542  
11 for claims that were alleged or that reasonably could have arisen  
12 out of the same facts alleged in the First Amended Complaint)  
13 during the relevant Covered Period.

14 96. Nothing in this Settlement Agreement shall be construed to bar any  
15 claims by the Settlement Class Members and participating FLSA Collective  
16 Members that may arise after or arose before the Covered Period. This release also  
17 specifically excludes any claims Plaintiff and Settlement Class Members and  
18 participating FLSA Collective Members may have that arise from time periods in  
19 which they were not working in the Covered Position during the Covered Period.

20 **X. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL**  
21 **AND BETWEEN PRELIMINARY AND FINAL APPROVAL**

22 97. The Parties shall promptly submit this Settlement Agreement to the  
23 Court together with a Motion for Preliminary Approval of Settlement Agreement  
24 and Certification of Settlement Class. The motion shall also seek an order, attached  
25 as Exhibit F:

- 26 (a) Preliminarily approving the Settlement Agreement;  
27 (b) Approving as to form and content the proposed Notice of  
28 Settlement;

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- (c) Approving as to form and content the proposed Claim Form and instructions;
- (d) Directing the mailing of the Notice of Settlement and Claim Forms and instructions by first class mail to Class Members and FLSA Collective Members;
- (e) Preliminarily certifying the Settlement Class for purposes of settlement and preliminarily appointing Class Representative and Class Counsel as representatives of the Settlement Class;
- (f) Preliminarily approving settlement administration services to be provided by the Settlement Administrator;
- (g) Preliminarily approving the proposed service award to Plaintiff as Class Representative;
- (h) Preliminarily approving the application for payment of reasonable attorneys' fees and costs to Class Counsel;
- (i) Enjoining Plaintiff and all Class Members and anyone acting on behalf of any Class Member, except those who opt out of the Settlement Agreement, pending Final Approval, from: further prosecution of the Litigation against Settling Defendants; filing, or taking any action directly or indirectly, to commence, prosecute, pursue or participate on a class or collective action basis any action, claim or proceeding against Defendants in any forum in which any of the claims subject to the Settlement Agreement are asserted, or which in any way would prevent any such claims from being extinguished; or seeking, whether on a conditional basis or not, certification of a class or collective action that involves any such claims; and

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(j) Scheduling a Fairness Hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class.

98. Defendants shall provide to the Settlement Administrator within twenty-one (21) days after the Date of Preliminary Approval, the class membership list and identification and contact information specified in Section V above. Defendants shall submit this information in electronic format as specified by the Settlement Administrator and shall thereafter, during the notice, approval, opt out/objection and payment processes, assist the Settlement Administrator as necessary or as requested to use, correct, or update this information in order to enable the Settlement Administrator to locate and contact Class Members and/or FLSA Collective Members, and to provide information needed or requested by the Settlement Administrator in order to make determinations on Class Members' and/or FLSA Collective Members' challenges.

99. The Parties shall cooperate with each other and the Settlement Administrator during the process of giving Class Members and/or FLSA Collective Members notice and Class Members opportunity to opt out of or object to the Settlement Agreement, in every way necessary and appropriate to assure effective communication to individual Class Members and/or FLSA Collective Members of information concerning their rights and obligations under this Settlement Agreement. No party shall encourage any Class Member or other person to opt-out or object to the Settlement Agreement.

100. Class Counsel shall provide the Court, at least 5 days prior to the final approval and fairness hearing, a declaration by the Settlement Administrator of due diligence and proof of mailing of the Notice of Settlement and Share Form required to be mailed to Class Members and/or FLSA Collective Members by this

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2 Settlement Agreement, and of the delivery results of the Settlement Administrator's  
3 mailings including tracing and re-mailing efforts.

4 **XI. DUTIES OF THE PARTIES AFTER FINAL COURT APPROVAL**

5 101. The Parties will submit a proposed Final Order and Judgment for  
6 approval, attached as Exhibit G, which shall include findings and orders:

- 7 (a) Approving the Settlement Agreement, adjudging the terms  
8 thereof to be fair, reasonable and adequate, and directing that its  
9 terms and provisions be carried out;
- 10 (b) Approving the payment of a Service Enhancement to Plaintiff as  
11 the Class Representative;
- 12 (c) Approving Class Counsel's application for an award of  
13 attorneys' fees and reimbursement of out-of-pocket litigation  
14 expenses;
- 15 (d) Releasing and extinguishing state law claims;
- 16 (e) Permanently enjoining all Class Members and Qualified  
17 Claimants from pursuing and/or seeking to reopen claims that  
18 have been released by this Agreement; and
- 19 (f) Providing that the Court will retain jurisdiction to oversee  
20 administration and enforcement of the terms of the Settlement  
21 Agreement and the Court's orders.
- 22 (g) Include the names of all Class Members who submitted timely  
23 and valid opt-out requests.

24 102. Following entry of the Court's Final Order and Judgment approving  
25 the Settlement Agreement, the parties will each act to assure its timely execution  
26 and the fulfillment of all its provisions, including but not limited to the following:  
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- (a) Should an appeal be taken from the Final Order and Judgment approving the Settlement Agreement, all parties will support the approval order on appeal;
- (b) Class Counsel and Defendants' Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating Class Members and/or FLSA Collective Members entitled to payments from the Net Settlement Amount and assuring delivery of such payments;
- (c) Class Counsel and Defendants' Counsel will assist the Settlement Administrator as needed or requested in responding to late requests for payments and the fair administration of that Fund;
- (d) Class Counsel and Defendants' Counsel will cooperate with each other and assist the Settlement Administrator as needed.
- (e) The Parties and Class Counsel will certify to the Court completion of all payments required to be made by this Settlement Agreement.

**XII. PRELIMINARY TIMELINE FOR COMPLETION OF SETTLEMENT**

103. The preliminary schedule for notice, approval, and payment procedures carrying out this Settlement Agreement is as follows. The schedule may be modified depending on whether and when the Court grants necessary approvals and orders notice to the class, and sets further hearings. In the event of such modification, the parties shall cooperate in order to complete the settlement procedures as expeditiously as reasonably practicable.

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<p>Within 10 days after the Date of Preliminary Approval</p>	<p>Defendants to transfer the Maximum Settlement Amount to the Settlement Administrator who will deposit in a Settlement Administrator-established interest-bearing account at a federally insured banking institution.</p>
<p>Within 21 days after the Date of Preliminary Approval</p>	<p>Defendants to provide the Settlement Administrator the most recent names, last known residence addresses and telephone numbers, social security numbers for all Class Members and/or FLSA Collective Members, as well as any relevant information regarding their dates of employment in the Covered Position.</p>
<p>45 days after Preliminary Approval of Settlement Agreement</p>	<p>Settlement Administrator to complete any skip trace or other address searched for Class Members and/or FLSA Collective Members, including updating any contact information.  Mailing by first class mail of Settlement Documents.</p>
<p>21 days after mailing Settlement Documents</p>	<p>Settlement Administrator to mail a reminder postcard to all Class Members and/or FLSA Collective Members who have not submitted a Consent Form or Exclusion Form</p>
<p>60 days after mailing Settlement Documents</p>	<p>Deadline for Class Members and/or FLSA Collective Members to submit a claim and deadline for Class Members to opt-out.</p>
<p>5 days after the filing of the motion for final approval of the Settlement Agreement</p>	<p>Deadline for Qualified Claimants to file objections with the Court and serve them upon all counsel of record.</p>
<p>1 business day prior to the hearing on Final Approval</p>	<p>Last day to rescind objections or opt-outs.</p>

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<p>The latter of: (i) the date of final affirmance of an appeal of the Order and Final Judgment, or the expiration of the time for a petition for a writ of certiorari to review the Order and Final Judgment and, if certiorari be granted, the date of final affirmance of the Order and Final Judgment following review pursuant to that grant; or (ii) the date of final dismissal of any appeal from the Order and Final Judgment or the final dismissal of any proceeding on certiorari to review the Order and Final Judgment; or (iii) if no appeal is filed, five days after the expiration date of the time for the filing or noticing of any appeal from the Order and Final Judgment.</p>	<p>Settlement Effective Date</p>
<p>Within 5 days of Settlement Effective Date</p>	<p>Settlement Administrator to distribute and pay settlement checks to all Qualified Claimants from the Net Settlement Amount, pay the Class Representative his enhancement payment and pay Class Counsel the attorneys' fees and costs approved by the Court.</p>
<p>5 days after the Settlement Effective Date</p>	<p>Settlement Administrator to make the final calculation of payments from the Net Settlement Amount to be distributed to the Qualified Claimants and provide Defendants' counsel with a report listing the amount of all payments to be made to each Qualified Claimant.</p>
<p>Within 30 days of distribution</p>	<p>Settlement Administrator to provide a declaration of payment, which will be filed with the Court and served on Class Counsel and Defendants.</p>

120 days after payment of settlement checks	Expiration of Qualified Claimants' settlement checks.
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**XIII. VOIDING OR MODIFYING THE SETTLEMENT AGREEMENT**

104. Defendants have the right to withdraw from the Settlement Agreement at any time prior to final approval if: (a) 20% or more of Class Members in California, Texas, Illinois, or New York, opt out of the Settlement Agreement; or (b) the Court does not certify the Settlement Class or does not certify classes releasing the claims set forth herein, or does not certify a class releasing the claims set forth herein, or otherwise makes an order inconsistent with any of the terms of this Settlement Agreement; or (c) the Settlement is construed in such a fashion that Defendants are required to pay more than the Maximum Settlement Amount; or (d) Plaintiff or his counsel breach the confidentiality and publicity provisions in the Memorandum of Understanding or Section XIV of this Settlement Agreement. In the event of Defendants' withdrawal, Defendants will pay the costs already incurred by the Settlement Administrator unless the withdrawal is the result of Plaintiff's or their counsel's breach of the Settlement Agreement, in which case Plaintiff will pay the costs already incurred by the Settlement Administrator. Plaintiff has the right to withdraw from this Settlement Agreement at any time prior to final approval if Defendants or their counsel breaches the Memorandum of Understanding or this Settlement Agreement.

105. If for any reason the Settlement Agreement is not approved by the court, or if Defendants or Plaintiff withdraw from the Settlement Agreement, this Settlement Agreement and any related settlement documents will be null and void, other than the confidentiality and non-disclosure provisions in Section XIV and the non-admission provisions in Paragraph 56(a), and any class or collective action certified for settlement purposes will be vacated. In such an event, neither this Settlement Agreement, nor the Memorandum of Understanding, nor the settlement documents, nor the negotiations leading to the Settlement Agreement may be used

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2 as evidence for any purpose, and Defendants shall retain the right to challenge all  
3 claims and allegations in the Action, to assert all applicable defenses, and to dispute  
4 the propriety of class or collective certification on all applicable grounds.

5 106. If any time period specified in the above two paragraphs passes before  
6 the party holding a right or option to request adjustment or rescind exercises that  
7 right or option, that party shall be deemed to have waived its right or option and the  
8 Settlement Agreement shall proceed on the terms specified herein.

9 107. Other than as specified above, this Settlement Agreement may not be  
10 changed, altered, or modified, except in writing and signed by counsel for the  
11 Parties hereto, and approved by the Court. This Settlement Agreement may not be  
12 discharged except by performance in accordance with its terms or by a writing  
13 signed by the Parties hereto.

14 **XIV. CONFIDENTIALITY AND PUBLICITY**

15 108. Plaintiff and Class Counsel agree to return and/or destroy all  
16 confidential documents produced to them for settlement purposes in this Action. If  
17 Plaintiff and Class Counsel elect to destroy said documents, they shall timely  
18 provide an affidavit of destruction to Chase.

19 109. Names of Settlement Class Members and participating FLSA  
20 Collective Members and their allocation amounts shall be kept strictly confidential  
21 by the Settlement Administrator, who will not release such information to Class  
22 Counsel and will only file such information under seal if necessary. Class Counsel  
23 agrees that any information they receive or have received in connection with this  
24 Settlement Agreement, may be used for this Action only, and may not be used for  
25 any purpose or in any other action or proceeding.

26 110. Plaintiff and Class Counsel agree not to disclose the terms of this  
27 Settlement Agreement and settlement negotiations except as follows:  
28 confidentiality of the Settlement Agreement – but not confidentiality of the

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settlement negotiations – will cease upon the filing of a Motion for Preliminary Approval. Neither Plaintiff nor Class Counsel, directly or indirectly, shall issue a press release or hold a press conference, publish information about the settlement on any website (other than used by the claims administrator for claims administration purposes), or otherwise publicize the settlement, except as set forth in Paragraph 111 below. Plaintiff and Class Counsel agree not to respond to any press inquiries concerning the settlement except to refer reporters to the papers filed with the Court.

111. After the filing of the Motion for Preliminary Approval, Class Counsel agrees to limit any discussion of this case and the Settlement Agreement to reference only information that is contained in the Notice to be sent to potential participants, as well as publicly-available information about the case (and summaries of same) and the settlement to be posted on Class Counsel’s website as part of the notice process. Class Counsel further agrees to provide Defendants’ counsel with a copy of any information specifically referencing this case that will be posted on their website seven days in advance of any such posting, and that such website will be taken down upon conclusion of the case. Class Counsel also has the right to respond to inquiries from Class Members.

**XV. PARTIES’ AUTHORITY**

112. The signatories hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

**XVI. MUTUAL FULL COOPERATION**

113. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement

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2 Agreement shall use their best efforts, including all efforts contemplated by this  
3 Settlement Agreement and any other efforts that may become necessary by order of  
4 the Court or otherwise to effectuate this Settlement Agreement and the terms set  
5 forth herein. As soon as practicable after execution of this Settlement Agreement,  
6 Class Counsel shall, with the assistance and cooperation of Defendants and  
7 Defendants' counsel, take all necessary steps to secure the Court's preliminary and  
8 final approval of this Settlement Agreement.

9 **XVII. NOTICES**

10 114. Unless otherwise specifically provided herein, all notices, demands or  
11 other communications given hereunder shall be in writing and shall be deemed to  
12 have been duly given as of the third business day after mailing by United States  
13 registered or certified mail, return receipt requested, addressed as follows:

14 To Class Counsel:

15 Mike Curtis  
16 BAKER CURTIS & SCHWARTZ, P.C.  
17 44 Montgomery Street, Suite 3520  
18 San Francisco, CA 94104  
19 Tel: 415.433.1054  
20 Fax: 415.520.0446  
21 mcurtis@bakerlp.com

22 To Defendants' Counsel:

23 Carrie Gonell  
24 MORGAN, LEWIS & BOCKIUS LLP  
25 600 Anton Blvd., Suite 1800  
26 Costa Mesa, CA 92626  
27 Tel: 949.399.7000  
28 Fax: 949.399.7001  
carrie.gonell@morganlewis.com

If the identity of the persons to be notified for any party changes, or their  
address changes, that party shall notify all other parties of said change in writing.

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2 **XVIII. MISCELLANEOUS PROVISIONS**

3 115. **Captions and Titles.** Paragraph titles or captions contained herein are  
4 inserted as a matter of convenience and for reference, and in no way define, limit,  
5 extend, or describe the scope of this Settlement Agreement or any provision hereof.  
6 Each term of this Settlement Agreement is contractual and not merely a recital.

7 116. **Drafting.** The Parties hereto agree that the terms and conditions of  
8 this Settlement Agreement are the result of lengthy, intensive arms-length  
9 negotiations between the Parties supervised by an experienced employment law  
10 mediator. Neither party shall be considered the “drafter” of the Settlement  
11 Agreement for purposes of having terms construed against that party, and this  
12 Settlement Agreement shall not be construed in favor of or against any Party by  
13 reason of the extent to which any Party or his, her or its counsel participated in the  
14 drafting of this Settlement Agreement.

15 117. **Cooperation.** The Parties agree to cooperate fully with one another to  
16 accomplish and implement the terms of this Settlement Agreement. Such  
17 cooperation shall include, but not be limited to, execution of such other documents  
18 and the taking of such other action as may reasonably be necessary to fulfill the  
19 terms of this Settlement Agreement. The Parties to this Settlement Agreement shall  
20 use their best efforts, including all efforts contemplated by this Settlement  
21 Agreement and any other efforts that may become necessary by Court order, or  
22 otherwise, to effectuate this Settlement Agreement and the terms set forth herein.

23 118. **Extensions of Time.** If a party cannot reasonably comply with an  
24 obligation under this Settlement Agreement by the deadline set forth herein  
25 applicable to that obligation, that party may apply to the Court for a reasonable  
26 extension of time to fulfill that obligation. Consent to such a request for an  
27 extension will not be unreasonably withheld by the other party.  
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119. **Governing Law.** The rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of California, without regard to principles of conflict of laws.

120. **No Impact on Benefit Plans.** Neither the Settlement Agreement nor any amounts paid under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of Defendants' benefit plan, policy, or bonus program. Defendants retain the right to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

121. **Integration.** This Settlement Agreement, along with attached exhibits, contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

122. **No Prior Assignments.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs,

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trustees, executors, administrators and successors. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

123. **Class Member Signatories**. It is agreed that because the Class Members and FLSA Collective Members are so numerous, it is impossible or impractical to have each one execute this Settlement Agreement. The Class Notice attached hereto will advise all Class Members and FLSA Collective Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member or participating FLSA Collective Member.

**XIX. COUNTERPARTS**

124. This Settlement Agreement may be executed in counterparts with signatures transmitted by facsimile or as an electronic image of the original signature. When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties. A facsimile signature or electronic image shall have the same force and effect as the original signature.

Dated: February 14, 2018

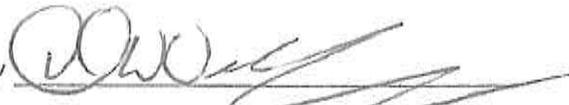
By *Steve Thoma*  
STEVE THOMA  
Plaintiff

Dated: March 13, 2018

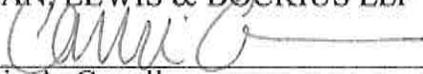
BAKER CURTIS & SCHWARTZ, P.C.  
By:   
Chris Baker  
Mike Curtis  
Attorneys for Plaintiff  
STEVE THOMA

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Dated: March 13, 2018

By   
J.P. MORGAN CHASE NATIONAL  
CORPORATE SERVICES, INC.,  
JPMORGAN CHASE & CO., and  
JPMORGAN CHASE BANK, N.A.

Dated: March 13, 2018

MORGAN, LEWIS & BOCKIUS LLP  
By /s/   
Carrie A. Gonell  
Attorneys for Defendants  
J.P. MORGAN CHASE NATIONAL  
CORPORATE SERVICES, INC.,  
JPMORGAN CHASE & CO., and  
JPMORGAN CHASE BANK, N.A.

**ATTESTATION**

I, Carrie A. Gonell, am the registered CM/ECF user whose ID and password are being used to file this document. Pursuant to Central District of California Local Rule 5-4.3.4(a)(2)(i), I hereby attest and certify under the laws of the United States of America that all other signatories listed on this document, on whose behalf this filing is submitted to the Court, concur in the filing's content and authorized the filing.

Dated: March \_\_, 2018

MORGAN, LEWIS & BOCKIUS LLP  
By /s/ \_\_\_\_\_  
Carrie A. Gonell  
Attorneys for Defendants  
J.P. MORGAN CHASE NATIONAL  
CORPORATE SERVICES, INC.,  
JPMORGAN CHASE & CO., and  
JPMORGAN CHASE BANK, N.A.

# **Exhibit A**

EXHIBIT A

Steve Thoma v. CBRE Group, Inc.; CBRE, Inc.; J.P. Morgan Chase National Corporate Services, Inc.; JPMorgan Chase Bank, N.A.; JPMorgan Chase & Co.  
United States District Court for the Central District of California  
Case No. 2:16-cv-06040-CBM-AJW

[name and address inserted by administrator]	CORRECT NAME AND ADDRESS HERE: _____ _____ _____ _____  Former Names (if any) _____ Last four digits of your Social Security Number: _____ <u>or</u> Employee Identification Number _____ _____ Telephone Number: (_____) _____ _____-_____-_____ _____
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**CLAIM FORM: COMPLETE FOR MONETARY RECOVERY**

**TO RECEIVE A MONETARY RECOVERY, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTMARKED ON OR BEFORE [\_\_\_\_], TO:**

[claims administrator]

**INSTRUCTIONS:**

- 1 You must timely complete, sign and mail this form on or before [\_\_\_\_] to share in the monetary recovery.
- 2 It is **strongly** recommended that you retain proof of timely mailing for your records until receipt of your settlement payment.
- 3 If you move, please send the Claims Administrator your new address. It is your responsibility alone to provide a forwarding address to the United States Post Office and your current address to the Claims Administrator.
- 4 If found eligible, you should not expect to receive any payment until the settlement is final, which will likely occur not before \_\_\_\_.

**YOUR RELEVANT EMPLOYMENT DATES AND ESTIMATED SETTLEMENT AMOUNT:**

JPMorgan Chase Bank, N.A.'s ("Chase") records show that during the Covered Period,<sup>1</sup> you were employed by Chase in the position of Facilities Manager in the following states during the following time periods:

<sup>1</sup> The Covered Period for claims being settled in this lawsuit under federal law, and Texas, Illinois, and New York state law is August 11, 2013, through \_\_\_\_\_, inclusive. California has a different Covered Period for the state law claims of August 11, 2012 through \_\_\_\_\_, inclusive.

<<Dates>> <<Work Weeks>> <<State>>

Your settlement share is currently estimated at \$\_\_\_\_\_. This estimate assumes that all Class Members and FLSA Collective Members identified to date participate in the Settlement (i.e., submit Claim Forms). This amount is subject to change, either up or down, depending upon the number of Class Members and/or FLSA Collective Members who submit Claim Forms, challenges to estimated amounts, the outcome of those challenges, the number of Class Members who opt-out, and other possible factors.

**NON-RETALIATION:**

I understand that Chase may not retaliate against me in any manner as a result of my submitting this Settlement Claim Form.

**CONSENT TO JOIN SETTLEMENT:**

I have reviewed the attached Class Notice and this Form. In order to receive any settlement payment, I consent to join in the FLSA portion of this collective action settlement and be represented by Steve Thoma, and his counsel pursuant to 29 U.S.C. § 216(b). I agree not to sue or otherwise make a claim against any of the Released Parties as to any of the Released Claims. I also affirm that I have read and understand the Release of Claims set forth on page 3 of this document and agree to be legally bound by the Release of Claims.

**SIGNATURE REQUIRED:**

In order to receive your monetary recovery, you must sign below and return by \_\_\_\_\_.

X \_\_\_\_\_

Date: \_\_\_\_\_

(sign your name here)

**RELEASE OF CLAIMS**

I hereby fully and finally release and discharge any and all wage and hour claims that accrued between August 11, 2013 and [date of preliminary approval], or August 11, 2012 and [date of preliminary approval] in California, which have been or could have been asserted in the instant Action, based on the facts alleged, against J.P. Morgan Chase National Corporate Services, Inc., JPMorgan Chase & Co. and JPMorgan Chase Bank, N.A., its affiliates, divisions, subsidiaries, parents, predecessors (including Washington Mutual Bank and Washington Mutual, Inc. and their affiliated and related entities), any merged entity or merged entities and/or its or their present and former officers, partners, directors, employees, agents, shareholders and/or successors, assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof (collectively, the "Settling Defendants"), including but not limited to all state and local wage and hour claims pled in the First Amended Complaint, or that could have been alleged in the First Amended Complaint, based on the facts alleged, including but not limited to, any and all wage and hour claims under California, Illinois, New York, and Texas law and related derivative claims, which include any and all claims: for penalties, premium pay, punitive damages, and interest; for failure to furnish accurate wage statements; for violation(s) under the California Labor Code Private Attorneys General Act ("PAGA"); for violation(s) under the Employee Retirement Income Security Act ("ERISA"); under California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, and 1198; for violation(s) of the California Business & Professions Code; under New York Labor Law, Art. 6 §§ 162, 191(d)(3), § 195(3), and 198(a-1) and Art. 19 § 663; and Illinois Minimum Wage Law, 820 ILCS 105/12 and 115/10; Illinois Wage Payment and Collection Act, 820 ILCS 115/5; and Illinois One Day Rest in Seven Act, 820 ILCS § 140/3, and/or under the common law, such as conversion and unjust enrichment.

I additionally hereby release and discharge the Settling Defendants from any and all claims under the Fair Labor Standards Act ("FLSA"), including liquidated damages, that accrued or accrue between August 11, 2013 and the Preliminary Approval Date or the date that I signed the Claim Form.

For Settlement Class Members and participating FLSA Collective Members who worked in California, this release is intended to include in its effect all claims that I do not know or suspect to exist in my favor against Settling Defendants at the time of this release that are directly related to the above Released Claims. I shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits I may otherwise have had relating to the above Released Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known to him or her must have materially affected his or her settlement with the debtor.

# **Exhibit B**

**EXHIBIT B**

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

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

*A United States District Court has authorized this notice.  
This is not a solicitation from a lawyer.*

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

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

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

**1. WHAT IS THE PURPOSE OF THIS NOTICE?**

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

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

## 2. WHAT IS THIS CASE ABOUT?

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

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

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

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

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

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

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

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<sup>1</sup> The Covered Period for claims brought in this Lawsuit under federal law, and Texas, Illinois, and New York state law is August 11, 2013, through \_\_\_\_\_, inclusive. The Covered Period for the California state law claims is August 11, 2012 through \_\_\_\_\_, inclusive.

- A portion of the Net Settlement Fund will be allocated in each state based on the total workweeks that Class Members<sup>2</sup> and/or FLSA Collective Members<sup>3</sup> who held the Covered Position during the Covered Period, the final weekly pay rate in the state that employees who held the Covered Position earned during the Covered Period, and any relevant state multipliers.<sup>4</sup> Each Class Member and/or FLSA Collective Member will receive a percentage of this allocation based on the percentage of the total workweeks for the Covered Position in the state that the Class Member and/or FLSA Collective Member worked, according to Chase's records.
- Chase will deduct the employee's share of withholding taxes from eighty percent (80%) of these payments, which are deemed wages.
- The attached Claim Form contains an estimated amount of your Individual Settlement Amount, which has been calculated based on Chase's records as to the amount of time you worked in a Covered Position during the Covered Period in the relevant state. Chase's personnel records are presumed to be correct unless you submit documents proving otherwise.

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

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

KCC  
[CLAIMS ADMINISTRATOR'S INFO]

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

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

<sup>3</sup> FLSA Collective Members include any individual who was employed by Chase as a Facilities Manager from August 11, 2013, through \_\_\_\_\_, inclusive.

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

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

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

## 5. WHAT IS THE LEGAL EFFECT OF THE SETTLEMENT?

Once the Court enters a Final Order and Judgment, if you are a Class Member that does not opt out of this settlement, you shall fully release and discharge all Settling Defendants<sup>5</sup> of and from:

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

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

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of

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

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

- *(For Illinois and New York SubClass Members of the Non-California Class)* any and all wage and hour claims that accrued during the period between August 11, 2013 through [date of preliminary approval], which have been or could have been asserted in this Lawsuit, based on the facts alleged, by Class Members who do not opt out of the settlement. This release of claims shall include any and all applicable state law wage and hour claims, obligations, demands, actions, rights, causes of action, and liabilities against Settling Defendants, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, statute, or other applicable law, including claims that the Class Member does not know or suspect to exist in his or her favor at the time of the entry of the Court's Judgment in the Lawsuit, that accrued between August 11, 2013 and [date of preliminary approval], for any type of relief, including without limitation claims for wages, damages, premium pay, unpaid costs, penalties (including late payment penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, based on the following categories of allegations: (a) any and all claims asserted in the Lawsuit; (b) any and all claims under applicable state laws for the failure to pay any type of overtime compensation; (c) any and all claims under applicable state laws for the failure to provide or pay for meal periods; and (d) any and all claims for penalties or additional damages which allegedly arise from or are directly related to or derivative of the claims described in (a) through (c) above under any applicable law; including but not limited to New York Labor Law, Art. 6 §§ 162, 191(d)(3), § 195(3), and 198(a-1) and Art. 19 § 663; and Illinois Minimum Wage Law, 820 ILCS 105/12 and 115/10; Illinois Wage Payment and Collection Act, 820 ILCS 115/5; and Illinois One Day Rest in Seven Act, 820 ILCS § 140/3.
- *(For Texas SubClass Members of the Non-California Class)* any and wage and hour claims that accrued during the period between August 11, 2013 through [date of preliminary approval], which have been or could have been asserted in this Lawsuit, based on the facts alleged, by Class Members who do not opt out of the settlement. This release of claims shall include any and all applicable state law wage and hour claims, obligations, demands, actions, rights, causes of action, and liabilities against Settling Defendants, whether in law or equity, whether sounding in tort, contract, statute, or other applicable law, including claims that the Class Member does not know or suspect to exist in his or her favor at the time of the entry of the Court's Judgment in the Lawsuit, that accrued between August 11, 2013 and [date of preliminary approval], for any type of relief, including without limitation claims for wages, damages, premium pay, unpaid costs, penalties (including late payment penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, based on the following categories of allegations: (a) any and all claims asserted in the Lawsuit on behalf of employees in the applicable state; (b) any and all claims under applicable state laws for the failure to pay any type of overtime

compensation; (c) any and all claims for penalties or additional damages which allegedly arise from or are directly related to or derivative of the claims described in (a) through (b) above under any applicable law.

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

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

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

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

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

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

[CLAIMS ADMINISTRATOR]

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

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

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

**United States District Court for the Central District of California**  
Courtroom 8B  
350 W. 1st Street  
Los Angeles, CA 90012

**Class Counsel:**

Mike Curtis  
BAKER CURTIS & SCHWARTZ, P.C.  
44 Montgomery Street, Suite 3520  
San Francisco, CA 94104  
Tel: 415.433.1054  
Fax: 415.366.2525  
Email: mcurtis@bakerlp.com

**Counsel for Chase:**

Carrie A. Gonell  
MORGAN, LEWIS & BOCKIUS LLP  
600 Anton Blvd., Suite 1800  
Costa Mesa, CA 92626  
Tel: 714.830.0600  
Fax: 714.830.0700  
Email: carrie.gonell@morganlewis.com

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

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

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

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

**9. WHEN IS THE FAIRNESS HEARING?**

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

**10. WHAT IF I DO NOTHING?**

If you do nothing, you will not receive any share under the Settlement or any payments from the Net Settlement Fund. However, if you do nothing, Class Members will still nevertheless be bound by all the terms of the Settlement, including the waiver and release of all Released Claims relating to the Lawsuit as set forth above (including the waiver and release of unknown claims) except for claims under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and you will be prevented from suing Chase or participating in any other litigation or class action relating to the matters being settled in this action.

**11. HOW DO I OBTAIN ADDITIONAL INFORMATION?**

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

Class Counsel has a website located at [website page], which contains the Settlement Agreement that has been filed with the Court.

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

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

**Class Counsel:**

Mike Curtis  
BAKER CURTIS & SCHWARTZ, P.C.  
44 Montgomery Street, Suite 3520  
San Francisco, CA 94104  
Tel: 415.433.1054  
Fax: 415.520.0446  
Email: [mcurtis@bakerlp.com](mailto:mcurtis@bakerlp.com)

**Counsel for Chase:**

Carrie A. Gonell  
MORGAN, LEWIS & BOCKIUS LLP  
600 Anton Blvd., Suite 1800  
Costa Mesa, CA 92626  
Tel: 714.830.0600  
Fax: 714.830.0700  
Email: [carrie.gonell@morganlewis.com](mailto:carrie.gonell@morganlewis.com)

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

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

# **Exhibit C**

1 CHRIS BAKER, State Bar No. 181557  
2 [cbaker@bakerlp.com](mailto:cbaker@bakerlp.com)

3 MIKE CURTIS, State Bar No. 252392  
4 [mcurtis@bakerlp.com](mailto:mcurtis@bakerlp.com)

5 BAKER CURTIS & SCHWARTZ, P.C.  
6 44 Montgomery Street, Suite 3520  
7 San Francisco, CA 94104  
8 Telephone: (415) 433-1064  
9 Fax: (415) 366-2525

10 Attorneys for Plaintiff  
11 STEVE THOMA

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA

14 STEVE THOMA

15 Plaintiff,

16 vs.

17 CBRE GROUP, INC.; CBRE, INC.,  
18 J.P. MORGAN CHASE NATIONAL  
19 CORPORATE SERVICES, INC., J.P.  
20 MORGAN CHASE BANK, NA, AND  
21 J.P. MORGAN CHASE & CO., and  
22 DOES 1 THROUGH 50

23 Defendants.

Case No. 2:16-CV-06040-CBM-AJW

ASSIGNED TO HON. CONSUELO B.  
MARSHALL

**CLASS ACTION, COLLECTIVE  
ACTION AND REPRESENTATIVE  
ACTION**

**FIRST AMENDED COMPLAINT**

1. Unpaid Overtime Pursuant to the FLSA
2. Unpaid Overtime Pursuant to State Law
3. Failure to Pay Wages Upon Termination
4. Waiting Time Penalties Pursuant to Cal. Labor Code § 203
5. Meal and/or Rest Period Violations
6. Failure to Provide Accurate Wage Statements
7. Unfair Business Practices
8. PAGA

**DEMAND FOR JURY TRIAL**

## INTRODUCTION

1  
2 Plaintiff Steve Thoma (“Plaintiff”) brings the following class and  
3 representative action against defendants CBRE Group, Inc., CBRE, Inc.  
4 (collectively “CBRE”) and J.P. Morgan Chase National Corporate Services, Inc.,  
5 J.P. Morgan Chase Bank, NA, and J.P. Morgan Chase & Co. (collectively “Chase”)  
6 on behalf of himself, all others similarly situated, other aggrieved employees, and  
7 the State of California. Chase and CBRE misclassified Plaintiff and their other  
8 facility managers as exempt, resulting in the following alleged state labor law and  
9 Fair Labor Standards Act violations and related claims.

## PARTIES

10  
11 1. Chase employed Plaintiff as a facility manager from September 2010  
12 until December 2013, at which point substantially all of Chase’s facility managers  
13 became employees of CBRE. Chase employed Plaintiff in Los Angeles County  
14 and Plaintiff resides in Los Angeles County.

15 2. Plaintiff is informed and believes and thereupon alleges that J.P.  
16 Morgan Chase National Corporate Services, Inc. is a New York corporation,  
17 registered to do business in the state of California, while J.P. Morgan Chase Bank,  
18 NA and J.P. Morgan Chase & Co. are entities of unknown form, who are not  
19 registered to do business in the state of California. Plaintiff is informed and  
20 believes and thereupon alleges that all three have a principle places of business at  
21 270 Park Avenue, New York, New York, although J.P. Morgan Chase Bank, NA’s  
22 address is identified on Plaintiff’s wage statements as 1111 Polaris Parkway  
23 Columbus, Ohio 43240.

24 3. CBRE employed Plaintiff as a facility manager of Chase facilities  
25 from December 2013 to October 2015. CBRE employed Plaintiff in Los Angeles  
26 County and Plaintiff resides in Los Angeles County.

27 4. CBRE touts itself as the world’s largest commercial real estate  
28 services firm serving owners, investors and occupiers. Plaintiff is informed and

1 believes and thereupon alleges that CBRE Group, Inc. and CBRE, Inc. are each  
2 Delaware corporations, with their principle places of business at 400 South Hope  
3 Street Los Angeles, California.

4 5. Plaintiff is informed and believes and thereupon alleges that each of  
5 the defendants was acting in a single or joint employer, integrated enterprise,  
6 agency, employer, successor, and/or alter ego capacity such that they are liable for  
7 the acts of their agents and/or employees, or, depending on the nature of the  
8 relationship, each other.

9 6. Plaintiff is ignorant of the true names of those defendants sued as  
10 DOES 1 through 50. On information and belief, DOES 1 through 50 do business in  
11 California and are in some manner responsible for the conduct alleged in this  
12 Complaint. Upon discovering the true names and capacities of these fictitiously  
13 named defendants, Plaintiff will amend this complaint to show their true names and  
14 capacities. (For purposes of this Complaint, "Defendants" should be read to  
15 include the Doe Defendants.)

#### 16 FACTS

17 7. Chase operates retail banks and other business across the United  
18 States. Chase employed Plaintiff to manage a portfolio of its facilities in Southern  
19 California. Chase classified Plaintiff and its other facility managers as exempt.  
20 Chase compensated Plaintiff with a salary that had an hourly equivalent of between  
21 \$40.86 and \$42.10. Chase's other facility managers at the time, performed job  
22 duties that were substantially similar to his.

23 8. CBRE provides facility management services to Fortune 500 and  
24 smaller companies throughout California. CBRE assigned Plaintiff to a portfolio of  
25 Chase's facilities in Southern California. CBRE classified Plaintiff and continues  
26 to classify its other facility managers as exempt. CBRE compensated Plaintiff with  
27 a salary that had an hourly equivalent of between \$42.10 and \$44.02. CBRE's  
28 other facility managers perform job duties that are substantially similar to his.

1           9.     Facility managers at both Chase and CBRE are subject to numerous  
2 levels of supervision. For instance, at CBRE they are supervised by senior facility  
3 managers, who are supervised by regional facility managers, who are supervised by  
4 regional facility directors. Indeed many of Plaintiff's supervisors at CBRE  
5 previously worked with and supervised him at Chase.

6           10.    Facility managers at Chase and CBRE perform essentially the same  
7 job duties. One of Plaintiff's most prominent duties as a facility manager was  
8 traveling to and inspecting the facilities to which he was assigned. The inspections  
9 included things like whether fire extinguisher certifications were up to date and  
10 noting the safety and functionality of the facility. The facility managers then must  
11 enter information about each inspection into a computer system when they return  
12 from the inspections. In addition to the planned inspections, facility managers often  
13 had to make additional trips to their assigned facilities to respond to the need for  
14 emergency repairs, to provide access to and monitor vendors working in the  
15 facilities outside business hours, and to respond to requests to survey the facilities.  
16 The surveys include things like how many fire extinguishers are in each facility, the  
17 locations of the ATMs at each facility and the number of sprinkler watering zones  
18 at each facility.

19           11.    Another large part of facility managers' job duties is processing the  
20 repairs and maintenance that occurs at their assigned facilities. Routine  
21 maintenance was either performed by in-house employees or by vendors, with  
22 vendors performing the more intensive work. Facility managers would engage  
23 vendors on an approved list provided to the facility managers through a computer-  
24 based work order system. Facility managers then later approve the invoice the  
25 vendor submits for the work through the same system. Whether the work is done  
26 in-house or by a vendor, facility managers spend extensive time processing related  
27 paperwork through a computer program.

28





1 claims of the Nationwide FLSA Collective Plaintiffs and the members of the FLSA  
2 subclasses.

3 23. The names and addresses of the Nationwide FLSA Collective  
4 Plaintiffs are available from Chase and CBRE, and notice should be provided to the  
5 Nationwide FLSA Collective Plaintiffs via first class mail to the last address known  
6 to their employer(s) as soon as possible.

7 **CLASS ACTION ALLEGATIONS**

8 **CALIFORNIA CLASSES ALLEGED AGAINST CBRE AND CHASE**

9 24. Plaintiff brings the Second through Seventh Claims for Relief on  
10 behalf of the following California Classes and Subclasses, pursuant to Federal  
11 Rules of Civil Procedure Rule 23(a), (b)(2) and (b)(3):

12 a. CBRE California Facility Manager Class, which is defined as all  
13 current and former CBRE facility managers who worked for CBRE in California  
14 within four years of the filing date of the original complaint in this action. Within  
15 this CBRE Facility Manager Class is the Former CBRE California Facility  
16 Manager Subclass, which is limited to CBRE Facility Manager Class members who  
17 have separated from employment with CBRE.

18 b. Chase California Facility Manager Class, which is defined as all  
19 individuals who worked for Chase as facility managers in California within four  
20 years of the filing date of the original complaint in this action.

21 25. Plaintiff reserves the right to refine the definition of the proposed  
22 California Classes (including the applicable time frame) based on further  
23 investigation and discovery.

24 26. Plaintiff's claims should be resolved on a class-wide basis, and there is  
25 a well-defined community of interest with respect to the litigation.

26 27. The California Classes are so numerous that joinder of all putative  
27 class members is impracticable. Plaintiff is informed and believes, and on that  
28 basis alleges, there are at least 75 individuals who satisfy the definition of the

1 CBRE California Facility Manager Class. Plaintiff is informed and believes, and  
2 on that basis alleges, there are 24 or more individuals who satisfy the definition of  
3 the Chase California Facility Manager Class.

4 28. The California Classes are ascertainable.

5 29. Plaintiff's claims are typical of the claims of the California Classes he  
6 seeks to represent. Plaintiff and all members of the California classes have been  
7 similarly affected by Defendants' conduct since they were all deprived overtime  
8 and suffered similar California Labor Code violations.

9 30. Plaintiff will fairly and adequately represent and protect the interests  
10 of the California Classes. Plaintiff does not have interests which are adverse to the  
11 interests of absent class members.

12 31. Class counsel is experienced, qualified and capable. They have  
13 litigated numerous class action cases.

14 32. The common questions of law and fact that predominate include:

- 15 a. Are facility managers exempt from California's wage and hour  
16 laws?
- 17 b. Is there a realistic expectation that facility managers spend more  
18 than fifty percent of their work time on exempt job duties under California law?
- 19 c. Is there a realistic expectation that facility managers' job duties  
20 are properly characterized as exempt job duties under California law?
- 21 d. Is performing site inspections an exempt job duty under  
22 California law?
- 23 e. Is traveling to facilities an exempt job duty under California  
24 law?
- 25 f. Is interacting with vendors and in-house employees concerning  
26 repairs and maintenance at assigned facilities an exempt job duty under California  
27 law?
- 28

1 g. Is surveying various items at facilities an exempt job duty under  
2 California law?

3 h. Is processing paperwork related to repairs and maintenance an  
4 exempt job duty under California law?

5 i. Is working on recommendations for large projects an exempt job  
6 duty under California law?

7 j. Did Defendants suffer or permit facility managers to work  
8 overtime under California law?

9 k. Did Defendants provide facility managers with legally  
10 compliant meal periods under California law?

11 l. Did Defendants provide facility managers with legally  
12 compliant rest periods under California law?

13 m. Did Defendants' policies inform facility managers of their rights  
14 to take compliant meal and rest periods?

15 n. Is Defendants' refusal to pay former employees all wages owed  
16 at the time of their termination willful under California law?

17 o. Did Defendants knowingly and intentionally fail to provide  
18 information in Plaintiff's and the Classes' wage statements required by California  
19 Labor Code section 226(a)?

20 p. Did Defendants' wage statements provided to Plaintiff and the  
21 California Classes allow them to promptly and easily determine, from the wage  
22 statements alone, their total hours worked and/or all applicable hourly rates in effect  
23 during the pay period and the corresponding number of hours worked at each  
24 hourly rate?

25 q. Did Defendants keep payroll records showing the hours worked  
26 daily by Plaintiff and the California Classes?

27 r. Did Defendants fail to pay earned wages, including overtime, bi-  
28 weekly to Plaintiff and the Classes under California law?

1           33. A class action is the superior way of resolving the California class  
2 members' claims. Class treatment will permit a large number of similarly situated  
3 persons to prosecute their claims in a single forum and without unnecessary  
4 duplication, and without fear of retaliation. The damage incurred by each class  
5 member is relatively small, and the burdens of litigation would make it difficult or  
6 impossible for individual members to redress the wrong done to them. The cost to  
7 the court system of individualized litigation would be substantial. Individualized  
8 litigation would also present the potential for inconsistent or contradictory  
9 judgments.

10           34. Class certification of the Second through Seventh Claims for Relief is  
11 also appropriate for the CBRE California Facility Manager Class pursuant to the  
12 Federal Rules of Civil Procedure Rule 23(b)(2) because CBRE has acted or refused  
13 to act on grounds generally applicable to the CBRE California Facility Manager  
14 Class, making appropriate declaratory and injunctive relief with respect to the  
15 CBRE California Facility Manager Class.

16           35. Plaintiff intends to send notice to all members of the California classes  
17 to the extent required by Rule 23.

18           **NON-CALIFORNIA STATES CLASS ALLEGED AGAINST CHASE**

19           36. Plaintiff also brings this lawsuit on behalf of a Non-California States  
20 Class, which is defined as all facility managers employed by Chase in Illinois, New  
21 York or Texas, within three years of the filing date of the original complaint in this  
22 action. The Non-California States Class is divided into three subclasses, on whose  
23 behalf the following claims are alleged:

24           a. Pursuant to Federal Rules of Civil Procedure Rule 23(a) and (b)(3),  
25 Plaintiff brings the Second, Third, Fifth and Sixth Claims for Relief on behalf of the  
26 Chase Illinois Facility Manager Subclass ("Illinois Subclass"), which is defined as  
27 all individuals who worked for Chase as facility managers in Illinois within three  
28 years of the filing date of the original complaint in this action.

1           b. Pursuant to Federal Rules of Civil Procedure Rule 23(a) and (b)(3),  
2 Plaintiff brings the Second, Third, Fifth and Sixth Claims for Relief on behalf of the  
3 Chase New York Facility Manager Subclass (hereafter “New York Subclass”),  
4 which is defined as all individuals who worked for Chase as facility managers in  
5 New York within three years of the filing date of the original complaint in this  
6 action.

7           c. Pursuant to Federal Rules of Civil Procedure Rule 23(a) and (b)(3),  
8 Plaintiff brings the Second Claim for Relief on behalf of the Chase Texas Facility  
9 Manager Class, which is defined as all individuals who worked for Chase as facility  
10 managers in Texas within three years of the filing date of the original complaint in  
11 this action.

12           37. Plaintiff’s claims should be resolved on a class-wide basis, and there is  
13 a well-defined community of interest with respect to the litigation.

14           38. The Non-California States Class is so numerous that joinder of all  
15 putative class members is impracticable. Plaintiff is informed and believes, and on  
16 that basis alleges, there are at least 47 individuals who satisfy the definition of the  
17 Non-California States Class.

18           39. The Non-California States Class is ascertainable.

19           40. Plaintiff’s claims are typical of the claims of the Non-California States  
20 Class he seeks to represent. Plaintiff and all members of the Non-California States  
21 Class have been similarly affected by Chase’s conduct since they were all deprived  
22 overtime and suffered similar statutory violations.

23           41. Plaintiff will fairly and adequately represent and protect the interests  
24 of the Non-California States Class. Plaintiff does not have interests which are  
25 adverse to the interests of absent class members.

26           42. Class counsel is experienced, qualified and capable. They have  
27 litigated numerous class action cases.

28

1           43. The common questions of law and fact that predominate the Non-  
2 California States Class include:

3           a. Are facility managers' primary duties—meaning the principal,  
4 main, major or most important— exempt job duties?

5           b. Is performing site inspections an exempt job duty?

6           c. Is traveling to facilities an exempt job duty?

7           d. Is interacting with vendors and in-house employees concerning  
8 repairs and maintenance at assigned facilities an exempt job duty?

9           e. Is surveying various items at facilities an exempt job duty?

10           f. Is processing paperwork related to repairs and maintenance an  
11 exempt job duty?

12           g. Is working on recommendations for large projects an exempt job  
13 duty?

14           h. Did Chase suffer or permit facility managers to work overtime?

15           44. A class action is the superior way of resolving the Non-California  
16 States Class members' claims. Class treatment will permit a large number of  
17 similarly situated persons to prosecute their claims in a single forum and without  
18 unnecessary duplication, and without fear of retaliation. The damage incurred by  
19 each class member is relatively small, and the burdens of litigation would make it  
20 difficult or impossible for individual members to redress the wrong done to them.  
21 The cost to the court system of individualized litigation would be substantial.  
22 Individualized litigation would also present the potential for inconsistent or  
23 contradictory judgments.

24           45. Plaintiff intends to send notice to all members of the classes to the  
25 extent required by Rule 23.

26 ///

27 ///

28 ///

1 **FIRST CLAIM FOR RELIEF**

2 **Unpaid Overtime Pursuant to the FLSA**

3 46. Plaintiff incorporates paragraphs 1 through 45 of this Complaint as if  
4 fully set forth here.

5 47. At all relevant times, Defendants have been, and continue to be,  
6 enterprises engaged in interstate commerce and/or in the production of goods for  
7 commerce with the meaning of 29 U.S.C. § 203.

8 48. Attached to this complaint as Exhibit A is the consent to sue signed by  
9 Plaintiff pursuant to 29 U.S.C. §§ 216(b) and 256.

10 49. The FLSA requires employers to pay employees overtime for all  
11 hours worked in excess of 40 in a week.

12 50. Defendants knew or should have known that Plaintiff and the  
13 Nationwide FLSA Collective Plaintiffs worked more than forty hours a week.  
14 Yet they failed to pay Plaintiff and the Nationwide FLSA Collective Plaintiffs  
15 overtime for time spent working more than 40 hours in a week. Defendants'  
16 conduct was willful and neither in good faith nor with reasonable belief that they  
17 were not required to pay overtime to facility managers.

18 51. Plaintiff and the Nationwide FLSA Collective Plaintiffs were harmed  
19 as a result. They did not receive all the wages to which they were entitled.

20 **SECOND CLAIM FOR RELIEF**

21 **Unpaid Overtime Pursuant to State Law**

22 52. Plaintiff incorporates paragraphs 1 through 51 of this Complaint as if  
23 fully set forth here.

24 53. This claim is asserted on behalf of the California Classes against  
25 Defendants and on behalf of the Non-California States Class against Chase.

26 54. Under California law, an employer must pay an employee overtime  
27 based upon their regular rate of pay for time worked in excess of 8 hours in a day  
28 and/or 40 hours per week. *See* California Labor Code sections 510, 1194.







1 receive a second meal period for workdays in which an employee works more than  
2 10 hours.

3 78. California applicable wage orders provide that employers shall  
4 authorize and permit employees to take rest periods at the rate of ten minutes net  
5 rest time per four hours of work or major fraction thereof.

6 79. California Labor Code § 226.7 provides that if an employer fails to  
7 provide an employee required rest periods and meal periods, the employer shall pay  
8 the employee one hour of pay at the employee's regular rate of compensation for  
9 each workday that the rest period is not provided and one hour of pay at the  
10 employee's regular rate of compensation for each workday that the meal period is  
11 not provided

12 80. Under Illinois law, every employer shall permit its employees who are  
13 to work for 7 1/2 continuous hours or longer, at least 20 minutes for a meal period  
14 beginning no later than five hours after the start of the work period. Illinois One  
15 Day Rest in Seven Act, 820 ILCS § 140/3.

16 81. Under New York law, employees who work more than six hours are  
17 entitled to a 30 minute meal period. New York Labor Law, Art. 6 § 162.

18 82. Plaintiff and the California Classes did not receive legally compliant  
19 rest or meal periods. The Illinois and New York Subclasses did not receive legally  
20 required meal periods.

21 83. Defendants were aware that Plaintiff and the California Classes did not  
22 receive legally compliant rest or meal periods and did not pay the premium pay  
23 required by Labor Code § 226.7. Chase was aware that the Illinois and New York  
24 Subclasses did not receive legally compliant meal periods.

25 84. Plaintiff, the California Classes, and the Illinois and New York  
26 Subclasses were harmed as a result because they did not receive their entitled to  
27 meal periods and Plaintiff and the California Classes also did not receive their  
28

1 entitled to rest periods or the premium pay to which they were entitled for the  
2 missed meal and rest periods.

3 **SIXTH CLAIM FOR RELIEF**

4 **Failure To Provide Accurate Wage Statements**

5 85. Plaintiff incorporates paragraphs 1 through 84 of this Complaint as if  
6 fully set forth here.

7 86. This claim is asserted on behalf of the California Classes against  
8 Defendants and on behalf of the Illinois and New York Subclasses against Chase.

9 87. Under California law, an employer must provide employees with an  
10 accurate wage statement. Among other things, the wage statement must include the  
11 gross wages earned, the total hours worked, and the wage rate worked for each  
12 hour. An employee suffers injury when this law is violated if the employee cannot  
13 (among other things) easily determine from the wage statement the gross or net  
14 wages paid or earned or the hours worked. The penalties for violating this law are  
15 set by statute. See California Labor Code sections 226.

16 88. Under Illinois law, an employer must keep records of wages paid each  
17 employee each payday and must furnish each employee with an itemized statement  
18 of deductions made from his wages for each pay period. Illinois Wage Payment  
19 and Collection Act, 820 ILCS 115/10.

20 89. Under New York law, employers must furnish each employee with a  
21 statement with every payment of wages, listing gross wages, deductions and net  
22 wages, and upon the request of an employee furnish an explanation of how such  
23 wages were computed. New York Labor Law, Art. 6 § 195(3).

24 90. Defendants knowingly and intentionally failed to provide Plaintiff and  
25 the California Classes with accurate wage statements. Chase knowingly and  
26 intentionally failed to provide the Illinois and New York Subclasses with accurate  
27 wage statements. Because Defendants misclassified the Classes as exempt  
28 employees, and because they work and earn overtime, but are not paid overtime, the

1 wage statements are inaccurate. The California wage statements are also inaccurate  
2 because they do not include all applicable hourly rates in effect during the pay  
3 period with the corresponding number of hours worked at each hourly rate. *See*  
4 Labor Code § 226(a)(9).

5 91. Plaintiff, the California Classes, and the Illinois and New York  
6 Subclasses suffered injury as a result. They were not able, from a review of the  
7 wage statements, to determine their total hours worked and/or all applicable hourly  
8 rates in effect during the pay period with the corresponding number of hours  
9 worked at each hourly rate.

#### 10 **SEVENTH CLAIM FOR RELIEF**

##### 11 **Unfair Business Practices**

12 92. Plaintiff incorporates paragraphs 1 through 91 of this Complaint as if  
13 fully set forth here.

14 93. California law prohibits any unlawful, unfair, or fraudulent business  
15 practice. *See* California Business and Professions Code section 17200.

16 94. Through their actions (as described above), Defendants violated a  
17 variety of California wage and hour laws and the FLSA. Plaintiff and the Classes  
18 have been harmed by Defendants' conduct. They have not been paid all wages  
19 earned. They have not been paid on a timely basis. They are entitled to restitution  
20 and an injunction.

#### 21 **EIGHTH CLAIM FOR RELIEF**

##### 22 **Private Attorneys General Act ("PAGA")**

23 95. Plaintiff incorporates paragraphs 1 through 94 of this Complaint as if  
24 fully set forth here with the following exception. Plaintiff does not bring this  
25 PAGA claim as a class action.

26 96. This claim is alleged against CBRE.

27 97. Plaintiff is an aggrieved employee under PAGA because he was  
28 employed by CBRE during the applicable statutory period and suffered one or more

1 of the Labor Code violations set forth in this Complaint. Plaintiff seeks to recover  
2 on his behalf, on behalf of the State, and on behalf of all current and former  
3 aggrieved employees of CBRE, the civil penalties provided by PAGA, plus  
4 reasonable attorney's fees and costs in this representative action.

5 98. Plaintiff seeks penalties pursuant to PAGA for violation of the  
6 following Labor Code sections:

7 a. Failure to provide prompt payment of wages upon termination  
8 and resignation in violation of Labor Code §§ 201, 202, 203;

9 b. Failure to provide accurate itemized wage statements in  
10 violation of Labor Code §§ 226 and 226.3;

11 c. Failure to pay overtime wages in violation of applicable wage  
12 orders and Labor Code §§ 204, 510, 558, 1194 and 1198;

13 d. failure to provide meal periods and rest periods in violation of  
14 applicable wage orders and Labor Code §§ 226.7, 512, and 558;

15 e. Failure to keep required payroll records in violation of the  
16 applicable wage orders and Labor Code §§ 1174 and 1174.5.

17 99. With respect to violations of Labor Code § 204, Labor Code § 210  
18 imposes a civil penalty (apart from other penalties) of \$100 for each initial  
19 violation, and \$200 for each subsequent violation, in addition to 25% of the amount  
20 unlawfully withheld.

21 100. With respect to violations of Labor Code § 226, Labor Code § 226.3  
22 imposes a civil penalty in addition to any other penalty provided by law of two  
23 hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one  
24 thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of  
25 Labor Code § 226(a).

26 101. With respect to violations of Labor Code §§ 510 and 512, Labor Code  
27 § 558 imposes a civil penalty in addition to any other penalty provided by law of  
28 fifty dollars (\$50) for initial violations for each underpaid employee for each pay

1 period in addition to an amount equal to the employee's underpaid wages, and one  
2 hundred dollars (\$100) for subsequent violations for each underpaid employee for  
3 each pay period in addition to an amount equal to the employee's underpaid wages.  
4 The statute of limitations with respect penalties under Labor Code § 558 is three  
5 years. Plaintiff seeks civil penalties in the amount of unpaid wages owed to  
6 aggrieved employees pursuant to Labor Code § 558(a)(3).

7 102. With respect to violations of Labor Code § 1174, Labor Code § 1174.5  
8 imposes a civil penalty of \$500 for each violation.

9 103. With respect to violations of Labor Code §§ 201 and 202, Labor Code  
10 § 256 imposes a civil penalty not to exceed 30 days' pay as a waiting time penalty  
11 under the terms of Labor Code § 203.

12 104. Labor Code § 2699 et seq. imposes a civil penalty of one hundred  
13 dollars (\$100) per pay period, per aggrieved employee for initial violations, and two  
14 hundred dollars (\$200) per pay period, per aggrieved employee for subsequent  
15 violations for all Labor Code provisions for which a civil penalty is not specifically  
16 provided.

17 105. To the extent applicable, Plaintiff has satisfied the requirements of  
18 Labor Code section 2699.3, as shown in Exhibit B that is attached to this  
19 Complaint.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff, on behalf of himself, the Nationwide FLSA  
22 Collective Plaintiffs, the Classes, and on behalf of the State of California and other  
23 aggrieved employees, prays for judgment against Defendants as follows:

- 24 1. An Order that this action may proceed and be maintained on a class-  
25 wide basis and/or collective basis for the FLSA claim;
- 26 2. Appropriate injunctive relief;
- 27 3. Attorneys' fees and costs;
- 28 4. Restitution;

- 1           5. Damages, including unpaid wages and statutory penalties, according to
- 2 proof;
- 3           6. Civil Penalties pursuant to PAGA against CBRE;
- 4           7. Liquidated damages;
- 5           8. Pre-judgment and post-judgment interest, as provided by law;
- 6           9. All other relief the Court deems equitable and proper.

7  
8 Dated: January 8, 2018                   BAKER CURTIS & SCHWARTZ, P.C.

9   By: /S/ Chris Baker  
10   Chris Baker  
11   Michael Curtis  
12   Attorneys for Plaintiff  
13   STEVE THOMA

13   **JURY TRIAL DEMAND**

14   Plaintiff hereby demands a trial by jury.

15  
16 Dated: January 8, 2018                   BAKER CURTIS & SCHWARTZ, P.C.

17   By: /S/ Chris Baker  
18   Chris Baker  
19   Michael Curtis  
20   Attorneys for Plaintiff  
21   STEVE THOMA

# EXHIBIT A

**CONSENT TO SUE UNDER**

**FAIR LABOR STANDARDS ACT (29 U.S.C. § 216(b))**

I worked for JP Morgan Chase from approximately September 2010 until December 2013 as a facility manager. I then worked for CBRE as a facility manager from December 1, 2013 to October 9, 2015.

I consent to be a party plaintiff in a lawsuit alleging that JP Morgan Chase and CBRE violated the Fair Labor Standards Act and California labor laws. I understand that this lawsuit seeks unpaid overtime and related damages that may be owed to me and other current and former employees of JP Morgan Chase and CBRE.

I understand that I have the right to choose other counsel and to pursue my claims solely on my own behalf, and I choose to be represented in this matter by class counsel Baker & Schwartz PC, and other attorneys with whom they may associate.

Dated: August 10, 2016

Signature:  
agreed & accepted



Print Name: Steve Thoma

# EXHIBIT B

## Baker & Schwartz

professional corporation  
44 Montgomery Street, Suite 3520  
San Francisco, CA 94104  
213.705.7379  
[mcurtis@bakerlp.com](mailto:mcurtis@bakerlp.com)  
[www.bakerlp.com](http://www.bakerlp.com)

March 7, 2016

### Via Certified Mail

Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Suite 801  
Oakland, CA 94612

Kathy PourSanae  
CBRE, Inc., Counsel—Employment  
400 S. Hope Street, 25<sup>th</sup> Floor  
Los Angeles, CA 90071

*RE: Request For Relief Under the Private Attorney General's Act*

Dear LWDA and Ms. PourSanae:

I represent Steve Thoma, a former facility manager of CBRE, Inc. and CBRE Group, Inc. (collectively "CBRE"). Mr. Thoma is an "aggrieved employee" under California Labor Code section 2699 *et seq.* The purpose of this letter is to provide notice to the LWDA and his employer.

Mr. Thoma seeks to represent himself and other current and former employees with respect to violations of the California Labor Code pursuant to Labor Code section 2699 *et seq.* CBRE misclassified Mr. Thoma and its other California facility managers as exempt, resulting in numerous Labor Code violations. The facts and theories in support of Mr. Thoma's claims are set forth below.

CBRE employed Mr. Thoma as a facility manager from December 2013 to November 2015. Facility managers are supervised by senior facility managers, who are supervised by regional facility managers, who are supervised by regional facility directors.

One of Mr. Thoma's most prominent duties as a facility manager was traveling to and inspecting the facilities to which CBRE assigned him. The inspections include things like

LWDA  
Kathy PourSanae  
March 7, 2016  
Page 2

whether fire extinguisher certifications were up to date and noting the safety and functionality of the facility. The facility managers then must enter information about each inspection into a computer system when they return from the inspections. In addition to the regular inspections, facility managers must also often make additional trips to their assigned facilities when emergencies occur, such as toilets overflowing, and to let workers into the facility after business hours to perform repairs.

Another large part of facility managers' job duties is processing the repairs and maintenance that occur at their assigned facilities. Routine maintenance was often performed by CBRE employees called "engineers." Other work was performed by vendors on an approved list CBRE provided to the facility managers. Facility managers would engage the vendor through CBRE's computer-based work order system and then later approve the invoice the vendor submits for the work. Whether the work is done by a CBRE engineer or a vendor, the facility manager spends extensive time processing related paperwork through a CBRE computer program.

A small part of facility managers' jobs is working on recommendations to higher-ups for large projects at the facilities to which they are assigned. These were most commonly roof repairs or replacement of air conditioning systems. Facility managers often work with a higher-up called a project manager to prepare these recommendations.

Mr. Thoma worked well more than 40 hours a week and more than eight hours a day, but was not paid overtime.

CBRE did not provide Mr. Thoma with legally compliant meal periods or rest periods.

Mr. Thoma was not paid all of his earned wages upon termination. For instance, he was not paid overtime or premium wages for missed meal and rest periods.

The wage statements CBRE provided to Mr. Thoma did not properly state, among other things, his hours worked or overtime hours.

Mr. Thoma is an aggrieved employee under PAGA because he was employed by Defendants during the applicable statutory period and suffered one or more of the set forth Labor Code violations. Mr. Thoma seeks to recover on his behalf, on behalf of the State, and on behalf of all current and former aggrieved employees of CBRE, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs in this representative action.

Mr. Thoma seeks penalties pursuant to PAGA for the violation of the following Labor Code sections:

- a. failure to provide prompt payment of wages to California facility managers upon termination and resignation in violation of Labor Code §§ 201, 202, 203;

LWDA  
Kathy PourSanac  
March 7, 2016  
Page 3

- b. failure to provide accurate itemized wage statements to California facility managers in violation of Labor Code §§ 226(a), 1174, and 1174.5;
- c. failure to provide meal periods and rest periods to California facility managers in violation of applicable wage orders and Labor Code §§ 226.7, 512, and 558;
- d. failure to pay overtime wages to California facility managers in violation of applicable wage orders and Labor Code §§ 204, 510, 558, 1194 and 1198; and
- e. failure to keep required payroll records in violation of the applicable wage orders and Labor Code §§ 1174 and 1174.5.

With respect to violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code § 226(a).

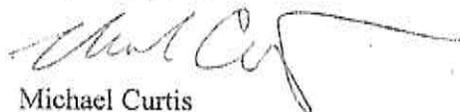
With respect to violations of Labor Code §§ 510 and 512, Labor Code § 558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Mr. Thoma seeks civil penalties in the amount of unpaid wages owed to aggrieved employees pursuant to Labor Code § 558(a)(3).

With respect to violations of Labor Code § 1174, Labor Code § 1174.5 imposes a civil penalty of \$500 for each violation.

Labor Code § 2699 et seq. imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided, including Labor Code §§ 204, 226.7, 1174, 1194, and 1198.

Thank you for your attention to this matter.

Very truly yours,



Michael Curtis

# **Exhibit D**

**EXHIBIT D**

**REQUEST FOR EXCLUSION FROM SETTLEMENT AND CLASS ACTION  
(Opt-Out Form)**

*Steve Thoma v. CBRE Group, Inc.; CBRE, Inc.; J.P. Morgan Chase National Corporate Services, Inc.; JPMorgan Chase Bank, N.A.; JPMorgan Chase & Co.*  
United States District Court for the Central District of California  
(Case No.: 2:16-cv-06040-CBM-AJW)

**INSTRUCTIONS:** Please complete this Form only if you do **not** want to participate in the Settlement that is described in the Notice of Settlement Of Class And Collective Action (“Class Notice”) that accompanies this Form. If you choose to complete this Form, you must include all of the information requested (including your Social Security Number or Employee Identification Number, so that your information can be matched with JPMorgan Chase Bank, N.A.’s records) and submit it so that it is received by the Claims Administrator with a postmark date on or before [insert date].

**I. PERSONAL INFORMATION**

Name (first, middle, and last): \_\_\_\_\_

Home Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Last 4 Digits of Social Security Number: \_\_\_\_\_ **or**

Employee Identification Number: \_\_\_\_\_

**II. REQUEST FOR EXCLUSION**

By signing and returning this Form, I certify that I have carefully read the Class Notice and that I wish to be excluded from the Class described therein. **I understand this means that I will not receive any money or other benefits under the Settlement and cannot object to the Settlement.**

**III. MAILING INSTRUCTIONS**

If you choose to return this Form, it must be received by the Claims Administrator with a postmark date on or before [**\*\* INSERT DATE \*\***], at the address listed below:

**KCC**  
**[Claims Administrator]**

**IV. PLEASE SIGN BELOW**

I certify that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

# **Exhibit E**

**EXHIBIT E**  
**REMINDER POSTCARD**

**REMINDER**

On [mailing date] we sent you a Notice of Settlement and a Claim Form for *Steve Thoma v. CBRE Group, Inc.; CBRE, Inc.; J.P. Morgan Chase National Corporate Services, Inc.; JPMorgan Chase Bank, N.A.; JPMorgan Chase & Co.*, filed in the United States District Court, Central District of California, Case No. 16-cv-06040-CBM-AJW.

Our records show you have not submitted either a Claim Form or a Request for Exclusion. If you wish to make a claim in this settlement, you must postmark your Claim Form by **no later than [deadline]**.

If you have not received your Claim Form or have misplaced it, a copy may be obtained by calling the Settlement Administrator at [admin phone number].

Sincerely,

Settlement Administrator

# **Exhibit F**

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

STEVE THOMA,

Plaintiff,

vs.

CBRE GROUP, INC.; CBRE, INC.;  
J.P. MORGAN CHASE NATIONAL  
CORPORATE SERVICES, INC.; J.P.  
MORGAN CHASE BANK, NA; J.P.  
MORGAN CHASE & CO; and DOES  
1-50,

Defendants.

Case No.: 2:16-cv-06040-CBM-AJW

**[PROPOSED] ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

1                   **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

2                   The Court, having considered the parties' Joint Stipulation of Class Action  
3 Settlement and Release ("Stipulation") and all other materials properly before the  
4 Court, and having conducted an inquiry pursuant to Section 216(b) of the Fair  
5 Labor Standards Act of 1938 and Rule 23 of the Federal Rules of Civil Procedure,  
6 hereby finds and orders as follows:

7                   1. Unless otherwise defined herein, all terms used in this Order (the  
8 "Order Granting Preliminary Approval") will have the same meaning as defined  
9 in the Stipulation.

10                  2. The Court has jurisdiction over the subject matter of this action,  
11 Plaintiff, Defendants J.P. Morgan Chase National Corporate Services, Inc., J.P.  
12 Morgan Chase Bank, NA, and J.P. Morgan Chase & Co. ("Settling Defendants"),  
13 the Class Members, and the FLSA Collective Members.

14                  3. The Court finds on a preliminary basis that the settlement  
15 memorialized in the Stipulation, filed with the Court, falls within the range of  
16 reasonableness and, therefore, meets the requirements for preliminary approval  
17 such that notice to the Classes is appropriate.

18                  4. The Court finds that the Settlement was the product of protracted,  
19 arms-length negotiations between experienced counsel well-versed in the  
20 prosecution of wage and hour class and collective actions.

21                  5. The Court grants preliminary approval of the parties' Stipulation.

22                   **Certification of the Proposed Rule 23 Classes For Settlement Purposes Only**

23                  6. Provisional settlement, class certification, and appointment of class  
24 counsel have several practical purposes, including avoiding the costs of litigating  
25 class status while facilitating a global settlement, ensuring all class members are  
26 notified of the terms of the proposed Stipulation, and setting the date and time of  
27 the final approval hearing.  
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1           12. The Court approves Kurtzman Carson Consultants LLC (“KCC”) as  
2 the Claims Administrator to perform duties in accordance with Section VII of the  
3 Stipulation.

4           13. The Court finds that the procedures for notifying the Class and FLSA  
5 Collective Members about the Settlement as described in the Stipulation provide  
6 the best notice practicable under the circumstances and therefore meet the  
7 requirements of due process, and directs the mailing of the Notices in accordance  
8 with the Stipulation.

9           14. The Court approves, as to form and content, the Class Notice, attached  
10 to the Stipulation as Exhibit B, and Claim Form, attached to the Stipulation as  
11 Exhibit A. The Claims Administrator is authorized to mail these documents, after  
12 they are updated with the appropriate dates and deadlines consistent with the  
13 Stipulation, to the applicable Class Members and FLSA Collective Members as  
14 provided in the Stipulation.

15           15. The Class Notice adequately puts Class Members and FLSA  
16 Collective Members on notice of the proposed settlement. The Class Notice is  
17 appropriate because it describes the terms of the settlement, informs the class about  
18 the allocation of attorneys’ fees, and provides specific information regarding the  
19 date, time, and place of the final approval hearing.

20           16. Any Request for Exclusion and/or Claim Form must be sent to the  
21 Claims Administrator no later than sixty (60) days after the Class Notice is mailed  
22 to the Class Member and/or FLSA Collective Member. The Claims Administrator  
23 will provide any such Request for Exclusions to Class Counsel for filing prior to the  
24 hearing on the Motion for Judgment and Final Approval.

25           17. Any written objection by a Qualified Claimant must be filed with the  
26 Court and served upon all counsel of record no later than five (5) days after the  
27 filing of the motion for final approval of the Settlement Agreement, and such  
28 deadline applies notwithstanding any argument regarding non-receipt of the notice.

1 Anyone who fails to file and serve timely written objections in this manner shall be  
2 deemed to have waived any objections and shall be foreclosed from making any  
3 objection to the Settlement and from filing any appeal from any final approval order  
4 issued by the Court. The Parties may file a response to any objections submitted by  
5 objecting Class Members at or prior to the hearing for final approval of the  
6 Settlement. Class Members shall be permitted to withdraw their objections in  
7 writing by submitting a withdrawal statement to the Settlement Administrator not  
8 later than one (1) business day prior to the Court's hearing on the Motion for  
9 Judgment and Final Approval.

10 **Class Action Settlement Procedure**

11 18. The Court hereby adopts the settlement approval process as set forth in  
12 the Stipulation.

13 19. In the event that the Effective Date as defined in the Stipulation does  
14 not occur, the Settlement, the Stipulation, and this Order shall be deemed null and  
15 void and shall have no effect whatsoever, other than the confidentiality and non-  
16 disclosure provisions in Section XIV and the non-admission provisions in  
17 Paragraph 57(a) of the Stipulation, which shall remain in effect. In such case,  
18 nothing in the Stipulation or this Order shall be relied upon, cited as, constitute  
19 evidence of, or constitute an admission that class or collective action certification is  
20 or may be appropriate in this action or any other matter.

21 20. Pending the Court's decision on final approval of the Settlement and  
22 entry of the Court's Final Order and Judgment, Plaintiff and all Class Members,  
23 except those who opt out of the Settlement Agreement, and anyone acting on  
24 behalf of any Class Member shall be barred and enjoined from: (a) further  
25 litigation in this Action against Settling Defendants; (b) filing, or taking any action  
26 directly or indirectly, to commence, prosecute, pursue or participate on a class or  
27 collective action basis any action, claim or proceeding against Defendants in any  
28 forum in which any of the claims subject to the Settlement are asserted, or which in

1 any way would prevent any such claims from being extinguished; or (c) seeking,  
2 whether on a conditional basis or not, certification of a class or collective action  
3 that involves any such claims.

4 21. The parties are ordered to carry out the Settlement according to the  
5 terms of the Stipulation.

6 22. The Court will conduct a Final Approval and Fairness Hearing on  
7 \_\_\_\_\_, 2018 at \_\_\_\_\_ p.m. for the purposes of: (a) making a final  
8 determination of the fairness, adequacy, and reasonableness of the Settlement terms  
9 and procedures; (b) fixing the amount of attorneys' fees and litigation costs and  
10 expenses to Class Counsel and Service Enhancement award to the Plaintiff; (c)  
11 hearing any timely and properly filed objections; and (d) entering Judgment. The  
12 Final Approval and Fairness Hearing may be continued without further notice to  
13 Class Members and/or FLSA Collective Members. The parties shall file their joint  
14 motion for final approval of the settlement, and Class Counsel shall file their  
15 motion for attorneys' fees, litigation costs and expenses, and Service Enhancement  
16 award on or before \_\_\_\_\_, 2018.

17  
18 IT IS SO ORDERED

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21 Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
Honorable Consuelo B. Marshall  
Judge, United States District Court

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# **Exhibit G**

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

STEVE THOMA,

Plaintiff,

vs.

CBRE GROUP, INC.; CBRE, INC.;  
J.P. MORGAN CHASE NATIONAL  
CORPORATE SERVICES, INC.; J.P.  
MORGAN CHASE BANK, NA; J.P.  
MORGAN CHASE & CO; and DOES  
1-50,

Defendants.

Case No.: 2:16-cv-06040-CBM-AJW

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF  
SETTLEMENT**

1           The Court, having considered the parties' Joint Stipulation of Class Action  
2 Settlement and Release ("Stipulation") and all other materials properly before the  
3 Court, and having conducted an inquiry pursuant to Section 216(b) of the Fair  
4 Labor Standards Act of 1938 and Rule 23 of the Federal Rules of Civil Procedure,  
5 hereby finds and orders as follows:

6           1. Unless otherwise defined herein, all terms used in this Order (the  
7 "Final Order and Judgment") will have the same meaning as defined in the  
8 Stipulation.

9           2. The Court has jurisdiction over the subject matter of this action, the  
10 Plaintiff, Defendants J.P. Morgan Chase National Corporate Services, Inc., J.P.  
11 Morgan Chase Bank, NA, and J.P. Morgan Chase & Co. ("Settling Defendants"),  
12 the Class Members, and the FLSA Collective Members.

13           3. The Court finds that the Settlement was the product of protracted,  
14 arms-length negotiations between experienced counsel. The Court grants final  
15 approval of the Settlement, including the releases and other terms, as fair,  
16 reasonable and adequate as to the Plaintiff, Settling Defendants, the Settlement  
17 Class Members and the participating FLSA Collective Members (collectively, the  
18 "Settling Parties"). The Settling Parties are directed to perform in accordance  
19 with the terms set forth in the Stipulation.

20           4. The Court finds that there were \_\_\_\_\_ written objections to the  
21 Settlement. The Court finds that these objections are without merit and are  
22 overruled.

23           5. The Courts find that \_\_\_ Class Members have opted out of the  
24 settlement and are not bound by its release. Those individuals are: [list names].

25           6. The Court finds that the procedures for notifying the Class about the  
26 Settlement, including the Class Notice and related documents, constituted the best  
27 notice practicable under the circumstances to all Class Members and FLSA  
28 Collective Members, and fully satisfied all necessary requirements of due process.

1 Based on the evidence and other materials submitted to the Court, the Class Notice  
2 to the Class Members and FLSA Collective Members provided adequate, due,  
3 sufficient and valid notice of the Settlement.

4 7. The Court finds, for settlement purposes only, that the Class satisfies  
5 the applicable standards for certification under Fed. R. Civ. P. 23 and 29 U.S.C.  
6 § 216(b).

7 8. Class Counsel's request for attorneys' fees and litigation costs and  
8 expenses in this action is approved as follows: Class Counsel are hereby awarded  
9 \$\_\_\_\_\_ for attorneys' fees and reimbursement of litigation costs and  
10 expenses, which the Court finds were reasonably incurred in prosecution of this  
11 case.

12 9. The Service Enhancement award for Plaintiff, as set forth in  
13 Paragraph 57(d)(iii) of the Stipulation of Settlement and Release, is approved to  
14 compensate him for his unique service in initiating and maintaining this litigation.

15 10. Nothing relating to this Order, or any communications, papers, or  
16 orders related to the Settlement, shall be cited to as, construed to be, admissible as,  
17 or deemed an admission by Settling Defendants of any liability, culpability,  
18 negligence, or wrongdoing toward Plaintiff, the Class Members, the FLSA  
19 Collective Members, or any other person, or that class or collective action  
20 certification is appropriate in this or any other matter. There has been no  
21 determination by any Court as to the merits of the claims asserted by Plaintiff  
22 against Settling Defendants or as to whether a class should be certified, other than  
23 for settlement purposes only. Furthermore, nothing in this Agreement shall be  
24 cited to as, construed to be, admissible as, or considered any form of waiver of any  
25 alternative dispute resolution agreements, provisions, or policies by Settling  
26 Defendants or Releasees.

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1           11. This action is DISMISSED WITH PREJUDICE and without costs to  
2 any party, other than as specified in the Stipulation of Settlement and Release and  
3 this Order.

4           12. In consideration of the Maximum Settlement Amount, and for other  
5 good and valuable consideration, Plaintiff, Settlement Class Members, and  
6 participating FLSA Collective Members shall, by operation of this Judgment, have  
7 fully, finally, and forever released, relinquished, and discharged all claims against  
8 Defendants in accordance with the terms of the Settlement Agreement and as  
9 defined in Section IX of the Stipulation of Settlement and Release and shall be  
10 permanently barred and enjoined from instituting, commencing, prosecuting or  
11 asserting any such released claims against Settling Defendants.

12           13. The Court shall have exclusive and continuing jurisdiction over this  
13 Action for the purposes of supervising the implementation, enforcement,  
14 construction, administration, and interpretation of the Stipulation and this Final  
15 Approval Order.

16           14. The Parties are ordered to carry out the Settlement as provided in the  
17 Stipulation.

18  
19 IT IS SO ORDERED.

20  
21 Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
Honorable Consuelo B. Marshall  
Judge of the U.S. District Court

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

STEVE THOMA,

Plaintiff,

vs.

CBRE GROUP, INC.; CBRE, INC.;  
J.P. MORGAN CHASE NATIONAL  
CORPORATE SERVICES, INC.; J.P.  
MORGAN CHASE BANK, NA; J.P.  
MORGAN CHASE & CO; and DOES  
1-50,

Defendants.

Case No.: 2:16-cv-06040-CBM-AJW

**[PROPOSED] JUDGMENT**

Pursuant to Federal Rule of Civil Procedure 58, the COURT HEREBY  
ORDERS ENTRY OF JUDGMENT AS FOLLOWS:

1. The parties shall comply with the terms and conditions of the Settlement Agreement and the Court’s Order granting Final Approval of the Settlement.
2. This action is DISMISSED WITH PREJUDICE and without costs to any party, other than as specified in the Stipulation of Settlement and Release and this Order.
3. Without affecting the finality of this judgment, this Court will retain exclusive and continuing jurisdiction over this action and the parties, including the

1 Class Members, for the purpose of supervising, administering, implementing,  
2 enforcing, and interpreting the settlement agreement and enforcing its Order  
3 granting Final Approval of the Settlement.

4 4. Persons who timely requested exclusion from the Class will not  
5 participate in any recovery through the Settlement and shall not be bound by the  
6 Court's Final Approval Order or this Judgment.

7  
8 IT IS SO ORDERED.

9  
10 Dated: \_\_\_\_\_, 2018

11 \_\_\_\_\_  
12 Honorable Consuelo B. Marshall  
13 Judge of the U.S. District Court  
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