

**NOTICE OF COLLECTIVE ACTION SETTLEMENT**

in

*Carbajal, individually and on behalf of others similarly situated v. Cenlar FSB*

United States District Court for the District of Arizona  
Case No. 23-cv-02391-PHX-SMB

**ATTENTION: YOU ARE HEREBY ADVISED OF A SETTLEMENT THAT WAS REACHED IN THE ABOVE-REFERENCED COLLECTIVE ACTION LAWSUIT. UNDER THE SETTLEMENT, YOU ARE ENTITLED TO RECEIVE A PAYMENT IN THE AMOUNT OF APPROXIMATELY << SubClass1\_Amt >> (“SETTLEMENT PAYMENT”), LESS APPLICABLE TAXES, INCLUDING PAYROLL TAX WITHHOLDING, ON 50% OF THE SETTLEMENT PAYMENT.**

UNDER THE SETTLEMENT, YOU ARE ELIGIBLE TO RECEIVE APPROXIMATELY \$6.80 FOR EACH WORKWEEK YOU WORKED FOR DEFENDANT DURING THE COLLECTIVE PERIOD OF NOVEMBER 14, 2020 THROUGH DECEMBER 31, 2024. DEFENDANT’S RECORDS SHOW THAT YOU WORKED A TOTAL OF <<SubClass1\_Weight>> WORKWEEKS DURING THE COLLECTIVE PERIOD. THEREFORE, THE APPROXIMATE AMOUNT OF YOUR SETTLEMENT PAYMENT WAS CALCULATED AS FOLLOWS: <<SubClass1\_Weight>>WORKWEEKS X \$6.80 = << SubClass1\_Amt >>.

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY. IT SUMMARIZES THE SETTLEMENT AND EXPLAINS THE STEPS YOU MUST TAKE TO PARTICIPATE IN THE SETTLEMENT AND COLLECT THE ABOVE SETTLEMENT PAYMENT.**

**(1) THE PURPOSE OF THIS NOTICE.** The purpose of this notice is to inform you that a settlement has been reached in the above-referenced lawsuit that was filed against Cenlar FSB (“Defendant”) by Named Plaintiff Ivonne Carbajal (“Plaintiff”), a former hourly telephone-dedicated employee of Defendant, on her own behalf and on behalf of other similarly situated hourly telephone-dedicated workers. Defendant has denied all wrongdoing, but the parties have negotiated a settlement to resolve the matter. Relevant information regarding the lawsuit, the basic terms of the settlement, and how you can participate in the settlement, is set forth below.

**(2) WHAT IS THIS LAWSUIT ABOUT?** Plaintiff filed a lawsuit claiming Defendant violated the Fair Labor Standards Act (“FLSA”). Plaintiff claimed, among other things, that Defendant did not pay non-exempt hourly telephone-dedicated employees for all time worked at the start and end of their shifts.

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged by the Plaintiff in the lawsuit, and specifically, Defendant asserts that its pay practices complied with the FLSA and all other federal and state laws.

The Court has not made any ruling on the merits of the Plaintiff’s claims, and no party has prevailed in this action.

**(3) THE SETTLEMENT AGREEMENT AND METHOD FOR CALCULATING SETTLEMENT PAYMENTS.** The parties reached a settlement of this matter that has been approved by the Court. You are receiving this notice because you are eligible to participate in the settlement.

The total amount of money available to be paid to Collective Members under the settlement is \$270,000.00. Individual settlement amounts are based upon the number of workweeks of forty (40) hours or more that you worked for Defendant as an hourly telephone-dedicated employee during the Collective Period of November 14, 2020 to December 31, 2024.

**(4) BASED UPON MY WORK HISTORY WITH DEFENDANT, WHAT AMOUNT MAY I BE ELIGIBLE TO RECEIVE UNDER THIS SETTLEMENT?** Your proposed Settlement Payment is based on the number of workweeks of forty (40) hours or more that you worked for Defendant as an hourly telephone-dedicated employee during the Collective Period. Defendant's records show that you worked a total of <<SubClass1\_Weight>> workweeks of forty (40) hours or more during the Collective Period as an hourly telephone-dedicated employee. Therefore, your estimated gross Settlement Payment is calculated as follows: <<SubClass1\_Weight>> Workweeks x \$6.80 = << SubClass1\_Amt >>. Your proposed Settlement Payment is approximately << SubClass1\_Amt >>, less applicable payroll taxes and withholdings as further detailed below. The Court has approved this settlement and you are eligible to receive a Settlement Payment in that amount if you submit a valid and timely Claim Form.

Fifty percent (50%) of your Settlement Payment will be subject to deductions for applicable taxes and withholdings related to the payment of wages; you will receive an IRS Form W2 for this portion of the payment at the appropriate time. The remaining fifty percent (50%) of your Settlement payment will be treated as liquidated damages and will not be subject to deductions for applicable taxes and withholdings at the time of payment; if required, you will receive an IRS Form 1099 for this portion of the payment at the appropriate time.

To participate in the Settlement and receive a settlement payment, please carefully review this Notice, sign and return the enclosed Claim Form to the Settlement Administrator by the Claims Deadline, and a settlement payment will be mailed to you within ten (10) days after the Claims Deadline has passed. Defendant will not take any action against individuals because they participate in the Settlement.

**(5) WHAT ARE MY OPTIONS?** As a Settlement Collective Member, you have the following two (2) options:

(a) **Submit a Claim.** If you wish to participate in and receive money from the settlement, you must submit a Claim Form to the Settlement Administrator at the following address:

**Carbajal v. Cenlar FSB**  
c/o CPT Group, Inc.  
PO Box 19504  
Irvine, CA 92623

You may also submit a Claim Form online at [www.cenlarfsbcollective.com](http://www.cenlarfsbcollective.com). A copy of the required Claim Form is included with this Notice. Your Claim Form **must be submitted online or postmarked by and mailed to** the Claims Administrator no later than **May 15, 2026** in order to be considered timely and valid. If you do not electronically submit or mail your Claim Form by **May 15, 2026**, then your Claim Form will not be valid or timely and you will not be able to participate in the settlement or receive a settlement payment.

If you submit a Claim Form, you will be agreeing to the waiver and release of claims included in the Settlement Agreement and as set forth below in Paragraph 6 and as contained on the Claim Form in exchange for a settlement payment.

(b) **Do Nothing.** You may choose not to submit a Claim Form or participate in the Settlement. If you do not submit a Claim Form or take any other action, you will not be bound by the Settlement Agreement, the release set forth therein, or any further proceedings in the lawsuit, and you will **not** receive a settlement payment.

(6) **WAIVER AND RELEASE OF CLAIMS.** If you submit a timely and valid Claim Form, you will release and forever discharge Releasees, all of their past and present parents, subsidiaries, divisions, predecessors, insurers, successors, holding companies, and their respective current and former employees, attorneys, officers, directors, board members, and shareholders, both individually and in their business capacities, from any and all known and unknown FLSA and state law wage and hour claims, causes of action and liabilities against Defendant and its current and former agents, owners, shareholders, affiliates, employees and attorneys, that accrued from the beginning of time through December 31, 2024, that arise from or relate to the claims as alleged or that could have been alleged in the Litigation. This release does not include any claims for any unpaid sick time, vacation time, or paid time off, or any claims that may not be released or waived under applicable state and/or federal law.

Under the Settlement Agreement, “Releasees” means Defendant and all of its past and present parents, subsidiaries, divisions, affiliates, predecessors, successors, holding companies, commonly controlled entities, enterprises, ventures, and their respective current and former employees, agents, attorneys, principals, officers, directors, board members, insurers, partners, shareholders, investors, assigns, transferees, agents and administrators, both individually and in their business capacities.

(7) **WHO SHOULD I CONTACT IF I HAVE QUESTIONS ABOUT MY SETTLEMENT PAYMENT?** The Settlement Administrator, who is identified above (Paragraph 5(a)), and Collective Counsel, as identified below (Paragraph 8), are available to answer questions you may have about the Settlement Payment.

(8) **IF I HAVE QUESTIONS ABOUT MY LEGAL RIGHTS IN THIS CASE, DO I HAVE A LAWYER TO CONTACT?** The Court has designated the following lawyers to serve as “Collective Counsel” and to represent the interests of the Named Plaintiff and the Settlement Collective Members:

James X. Bormes  
Catherine P. Sons  
Law Office of James X. Bormes, P.C.  
8 S. Michigan Ave  
Suite 2600  
Chicago, IL 60603  
(312) 201-0575  
jxbormes@bormeslaw.com  
cpsons@bormeslaw.com

Thomas M. Ryan  
Law Offices of Thomas M. Ryan, P.C.  
35 E. Wacker Drive  
Suite 650  
Chicago, IL 60601  
(312) 726-3400  
tom@tomryanlaw.com

Michelle R. Matheson  
Matheson & Matheson, P.L.C.  
15300 North 90<sup>th</sup> Street, Suite 550  
Scottsdale, AZ 85260  
(480) 889-8951  
mmatheson@mathesonlegal.com

The above lawyers represent your legal interests and will answer your questions in strict confidence. Please feel free to contact them with any questions or issues about your legal rights.

**(9) HOW WILL THE LAWYERS GET PAID?** The lawyers identified above have worked on this lawsuit without receiving any payment for their time or out-of-pocket expenses. Under the settlement, the Court has considered and granted the lawyers' request for attorneys' fees of \$285,000, which will be paid separate from and in addition to the Collective Settlement Fund. The Court also considered and granted the lawyers' request for \$45,000, which will be paid separate from and in addition to the Collective Settlement Fund. The costs reimburse Collective Counsel for out-of-pocket costs including but not limited to court fees, printing, and legal research.

**(10) WHAT WILL THE NAMED PLAINTIFF RECEIVE?** The Court has considered and granted the Named Plaintiff's request for a service payment of \$7,500.00 and for a service payment to two (2) Opt-in Plaintiffs of \$1,500.00 each. This payment was requested based on their efforts in filing this lawsuit and/or participating in the litigation process, and assisting in achieving this settlement.

**(11) EXAMINATION OF COURT FILE.** All of the above descriptions of this lawsuit, the Settlement, and other matters are only summaries. All documents filed in this lawsuit, including the full Settlement Agreement that details the terms of the settlement, may be inspected at the clerk's office of the United States District Court, District of Arizona, 401 W. Washington Street, Phoenix, Arizona, 85003, or by contacting Collective Counsel.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR LAWSUIT TO DEFENDANT, THE CLERK OF THE COURT, OR TO THE JUDGE.**