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Superior Court of California
County of Sonoma
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA

ISIDRA RAMIREZ, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

EXCHANGE BANK, a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: SCV-266494

Honorable Bradford J. DeMeo
Department 17

**DECLARATION OF EDWIN AIWAZIAN IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT (CAL. LABOR CODE §
2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS,
GENERAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code
§ 2698, *Et Seq.*) Settlement Agreement and
Award of Attorneys' Fees and Costs, General
Release Fee, and Settlement Administration
Costs; Declaration of Plaintiff (Isidra Ramirez);
and [Proposed] Order and Judgment filed
concurrently herewith]

Date: **7/19/23**

Time: **3:00**

Department: 17

Complaint Filed: May 26, 2020

Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwazian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Isidra Ramirez (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

ADEQUACY OF LAWYERS *for* JUSTICE, PC

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal education and training in dispute resolution and negotiation from the *Straus Institute for Dispute Resolution* as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the *Los Angeles County Superior Court*. In October of 2000, I obtained a Litigation Paralegal Certificate from *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by *Girardi & Keese*.

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1 5. At *Girardi & Keese*, my practice focused on massive class actions and other
2 complex cases involving toxic torts and products liability. In addition, I gained substantial
3 experience on cases involving insurance bad faith, premises liability, and medical negligence.
4 While employed by *Girardi & Keese*, I argued approximately 100 motions, took or defended
5 approximately 150 depositions, and prepared dozens of expert witnesses for deposition and/or
6 trial.

7 6. Since its inception in or around October of 2008, *Lawyers for Justice, PC* has
8 almost exclusively focused on the prosecution of consumer and employment representative and
9 class actions, involving wage-and-hour claims, race discrimination, unfair business practices or
10 consumer fraud. Currently, *Lawyers for Justice, PC* is the attorney of record in well over a
11 dozen employment-related putative class actions and representative actions in both state and
12 federal courts in the State of California. *Lawyers for Justice, PC* has successfully litigated cases
13 involving the executive, administrative, and other overtime exemptions to the State of California
14 and federal overtime compensation requirements. During this relatively short time, in
15 association with other law firms, *Lawyers for Justice, PC* has recovered millions of dollars on
16 behalf of thousands of individuals in California.

17 **EXAMPLES OF RESULTS IN REPRESENTATIVE AND CLASS ACTION CASES**

18 7. What follows are just a few examples of the type of results *Lawyers for Justice,*
19 *PC* (“*LFJ*”) has achieved on behalf of its clients:

20 a) *LFJ*, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against a major property management company involving allegations
22 of misclassification of various “manager” positions. On September 20, 2010, the court granted
23 final approval of the class action settlement. The Los Angeles County Superior Court Case
24 Number is BC400414.

25 b) *LFJ*, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action against a national retailer of household items involving allegations of
27 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
28 granted final approval of the class action settlement. The Los Angeles County Superior Court

Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

d) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval of the class and PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace solutions, involving allegations of misclassification of the “Operations Manager” position. On September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

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h) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA action involving allegations of misclassification of the salaried residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

j) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the “Department Manager” position. On August 12, 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda County Superior Court Case Number is RG13680477.

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1 m) LFJ represented the plaintiff in a PAGA representative action against a
2 real estate and property management company, on behalf of non-exempt employees. On
3 November 4, 2016, the court granted approval of the PAGA representative action settlement. The
4 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

5 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of
7 non-exempt employees. On November 18, 2016, the court granted final approval of the class and
8 PAGA representative action settlement. The San Francisco County Superior Court Case Number
9 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

10 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
11 representative action against a foodservice distributor, on behalf of non-exempt employees. On
12 January 26, 2017, the court granted final approval of the class and PAGA representative action
13 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

14 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
15 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to
16 the employer's motion to compel arbitration, which resulted in a published opinion by the
17 California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*
18 *Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S.
19 Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are
20 RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is
21 5046.

22 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class and PAGA representative action against a consumer packaging company,
24 on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the
25 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
26 Number is BC590429.

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1 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a manufacturer of food service
3 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
4 approval of the class and PAGA representative action settlement. The Orange County Superior
5 Court Case Number is 30-2015-00810013-CU-OE-CXC.

6 s) LFJ in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a lumber and hardware company
8 on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the
9 class and PAGA representative action settlement. The Orange County Superior Court Case
10 Number is 30-2014-00747750-CU-OE-CXC.

11 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a property management company, on behalf of non-exempt
13 employees. On June 14, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC586234.

16 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement.
19 The Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action
23 settlement. The Alameda County Superior Court Case Number is RG15764300.

24 w) LFJ represented the plaintiff in a PAGA representative action, against the
25 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
26 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
27 Los Angeles County Superior Court Case Number is BC569664.

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1 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a manufacturer of plastic containers on behalf of non-exempt
3 employees. On October 31, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC577233.

6 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On December 11, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC569646.

11 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a property management company
13 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
14 approval of the class and PAGA representative action settlement. The Los Angeles County
15 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
16 Number is 4819.

17 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a global provider of flexible office
19 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
20 representative action settlement. The Los Angeles County Superior Court Case Number is
21 BC498401.

22 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
23 wage-and-hour class action against a container manufacturer, on behalf of non-exempt
24 employees. On October 15, 2018, the court granted the plaintiff's motion for class certification.
25 The Tulare County Superior Court Case Number is VCU264528.

26 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a behavioral health service provider on behalf of non-exempt
28 employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

3 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 PAGA representative action against a global provider of products and services to the energy
5 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
6 granted approval of the PAGA representative action settlement. The Kern County Superior
7 Court Case Number is S-1500-CV-280215-SDC.

8 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
10 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
11 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
12 Council Coordination Proceeding Number is 4886.

13 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
15 employees. On September 27, 2019, the court granted the plaintiffs' motion for class
16 certification in part and certified a class. The Alameda County Superior Court Case Number is
17 RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

18 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a national retailer of apparel and
20 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
21 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
22 court granted final approval of the class and PAGA representative action settlement. The
23 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

24 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
25 wage-and-hour class and PAGA representative action against a medical equipment supplier on
26 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
27 for class certification and certified a class. The San Bernardino County Superior Court Case
28 Number is CIVDS1505744.

1 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
2 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
3 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
4 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
5 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted
6 approval of the PAGA representative action settlement. The San Diego County Superior Court
7 Case Number is 34-2015-00175330.

8 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA representative action against a large national drug testing
10 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
11 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
12 granted final approval of the class and PAGA representative action settlement. The San Diego
13 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

14 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
16 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
17 court granted in part the plaintiff's motion for class certification and certified a class. The
18 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
19 Judicial Council Coordination Proceeding Number is 4930.

20 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against manufacturer and supplier of power products and services on
22 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs'
23 motion for class certification and certified a class. On August 27, 2021, the court granted final
24 approval of the class action settlement. The San Diego County Superior Court Case Number is
25 37-2015-00025968-CU-OE-CTL.

26 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
27 nutritional products manufacturer on behalf of non-exempt production line employees. On
28 December 13, 2021, the court granted the plaintiff's motion for class certification in part and

certified a class. The Solano County Superior Court Case Number is FCS051001.

THE SETTLEMENT REACHED IN THE ACTION

8. Marked and attached hereto as “**EXHIBIT 1**” is the Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), entered into between Plaintiff Isidra Ramirez, for herself and on behalf of the State of California and other aggrieved employees pursuant to the Private Attorneys General Act, and Defendant Exchange Bank (“Defendant”). The parties have also drafted and agreed to the form and content of the proposed informational cover letter (“Cover Letter”) for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as “EXHIBIT 1” to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

9. The Aggrieved Employees covered by the Settlement consist of the following individuals: all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period (“Aggrieved Employees”). The “PAGA Period” means the period between March 17, 2019 to March 28, 2022. Defendant has represented that there are approximately three hundred ninety-seven (397) Aggrieved Employees.

10. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on March 17, 2020. The notice was sent by U.S. Certified Mail to the employer and the notice was submitted to the LWDA by way of online submission on the LWDA’s website. The LWDA did not respond to the notice letter that was sent on behalf of Plaintiff. A true and correct copy of the March 17, 2020 notice letter is attached hereto as “**EXHIBIT 2.**”

11. The “Total Settlement Amount” means the amount of \$300,000.00 that Defendant will pay under the Settlement. The Settlement Agreement provides that the “Net Settlement Amount” will be the Total Settlement Amount less the following amounts, which are subject to Court approval: (1) Attorneys’ Fees and Costs in the amount of up to \$105,000.00 for attorneys’ fees and up to \$53,000.00 for reimbursement of litigation costs and expenses to Plaintiff’s Counsel; (2) General Release Fee of \$7,500.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$6,000.00 to the PAGA Settlement Administrator. Plaintiff’s Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of \$51,315.46, and assuming that the requested Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs are approved by the Court, the Net Settlement Amount is estimated to be approximately \$130,184.54. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$97,638.41 (“LWDA Payment”), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be \$32,546.13 (“Employees’ Portion”), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period (“Compensable Pay Periods”). The parties have agreed to retain Atticus Administration, LLC (“Atticus” or “PAGA Settlement Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint Atticus Administration, LLC to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed \$6,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL

12. The effectiveness of Lawyers for Justice PC (“Plaintiff’s Counsel”) in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action

1 settlements; and (3) significant savings in fees and costs which would have only increased
2 significantly had the case progressed through trial and/or appeals.

3 13. After engaging in extensive investigations, formal and informal discovery,
4 exchange of information, and preparation for trial, the parties participated in settlement
5 negotiations to try to resolve the lawsuit and reached the Settlement described herein. During
6 settlement discussions, the parties discussed all aspects of the case, including the risks and delays
7 of further litigation, the risks to the parties of proceeding with trial, arbitration agreements, the
8 law relating to representative PAGA actions, manageability, off-the-clock theory, and wage-and-
9 hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of
10 discovery and/or trial and appeals, among other things. During all settlement discussions, the
11 parties conducted their negotiations at arm's length in an adversarial position.

12 14. Prior to reaching the Settlement, the parties investigated the veracity, strength,
13 and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted
14 significant investigation and formal and informal discovery regarding the facts of the case,
15 including and not limited to, the exchange, review, and analysis of a large volume of
16 information, documents, and data obtained from Plaintiff, Defendant, and other sources.
17 Plaintiff's Counsel propounded multiple sets of formal written discovery requests onto
18 Defendant (specifically, Requests for Production of Documents (Set One and Two); Requests for
19 Admission (Set One); Special Interrogatories (Sets, Two, and Three); and Form Interrogatories –
20 General (Set One and Two)), reviewed Defendant's responses and supplemental responses
21 thereto, served notices of depositions of Defendant's Person Most Knowledgeable designees
22 regarding organizational structure and wage and hour practices along with accompanying
23 requests for production of documents, and served notices of depositions of non-party witnesses.
24 Plaintiff's Counsel also prepared for and took the depositions of Defendant's Person Most
25 Knowledgeable witnesses and thirteen (13) non-party witnesses. The information, documents,
26 and data that were reviewed and analyzed by Plaintiff's Counsel included, and was not limited
27 to, the employment records of Plaintiff, a sampling of aggrieved employees' time and pay data,
28 multiple iterations of Defendant's Employee Handbook, new hire and termination checklists, job

descriptions, internal memorandum, various agreements, acknowledgments, and forms (such as, Defendant's Arbitration Agreement, Handbook Acknowledgement and Agreement, Non Exempt Meal Period Waiver Form, Business Expense Reimbursement Claim, and Confidentiality and Non-Disclosure Agreement), and Defendant's operations and employment practices, policies, and procedures documents (such as, Defendant's Timekeeping Requirements policy, Rest Periods policy, Meal Periods policy, Overtime Pay policy, Excess Time policy, Pay for Mandatory Meetings and Trainings policy, Bilingual Differentials policy, and Shift Differentials policy), among other documents. Counsel for the parties undertook significant investigation, and also invested time reviewing and analyzing relevant information, documents, and data to evaluate Plaintiff's claims and allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to: meeting and conferring with Defendant's counsel regarding discovery and the *Belaire-West* process, case management, motion practice, and settlement, among other issues; case strategy and analysis; drafting, reviewing, and revising the pleadings, court filings, settlement agreement, and motion-related papers; preparing for and engaging in settlement negotiations; and preparing for and appearing for court proceedings. Counsel for the parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, manageability, off-the-clock theory, meal and rest breaks, wage-and-hour enforcement, and arbitration agreements, Plaintiff's claim and allegations, and Defendant's defenses, as well as facts discovered.

15. Based on investigation and information discovered, Plaintiff's Counsel believes that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest

periods, and unreimbursed business expenses, raise individualized issues and/or are unmanageable and thus not suitable for adjudication as to a group of employees. Thus, Plaintiff faced the risk that the Court may determine that the PAGA claim requires individualized inquiries that would render adjudication of the PAGA claim unmanageable or at odds with Defendant’s right to due process. *See, e.g., Wesson v. Staples the Office Superstore, LLC* (2021) 68 Cal.App.5th 746, 756 (“[C]ourts have inherent authority to ensure that PAGA claims can be fairly and efficiently tried and, if necessary, may strike claims that cannot be rendered manageable[.]”); *but cf. Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685, 712, *review granted* (June 22, 2022) (“Imposing a manageability requirement would create an extra hurdle in PAGA cases that does not apply to LWDA enforcement actions.”). Defendant aggressively contended that the PAGA cause of action in this matter is unmanageable, and filed a motion to strike the PAGA cause of action on this basis.

16. Plaintiff and her counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that Defendant’s conduct warrants the imposition of penalties. Plaintiff’s core allegation is that Defendant has violated the California Labor Code by failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment and upon termination of employment, failing to provide complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

17. From the inception of this litigation, Defendant indicated that it would aggressively litigate this case and contended that it would ultimately succeed in the action. Defendant maintained several defenses to Plaintiff’s allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform policy and systematic scheme of wage abuse against its hourly-paid or non-exempt employees,

1 and that it had, and continues to have, legally-compliant employment policies and practices
2 throughout the time period at issue. Defendant denies that it ever violated any provision of the
3 California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is
4 appropriate for representative adjudication for any purpose other than the Settlement.

5 18. Importantly, Defendant also contended that the claims of other Aggrieved
6 Employees with respect to whom Plaintiff seeks civil penalties, are subject to enforceable
7 agreements to arbitrate disputes arising from their employment. Defendant contended that the
8 arbitration agreements could effectively be used to require Aggrieved Employees to engage in
9 individual arbitration of their individual claims on which the PAGA claim is predicated, and that
10 the California Supreme Court's decision in *Iskanian v. CLS Transportation* and the U.S.
11 Supreme court's decision in *Epic Systems Corp. v. Lewis* could be read to thwart the ability to
12 obtain victim-specific relief on behalf of a group of employees by way of court action. Although
13 the parties disagree on whether or not Defendant's various agreements are enforceable and their
14 impact, there is more uncertainty regarding the viability of PAGA claims in the judicial forum,
15 arising from the U.S. Supreme Court's decision in *Viking River Cruises, Inc. v. Moriana*, (2022)
16 142 S. Ct. 1906, 2022 U.S. LEXIS 2940.

17 19. Even if Defendant failed on its defenses, Plaintiff would inevitably face other
18 challenges in court. For example, Defendant challenged Plaintiff's standing as an aggrieved
19 employee and denies that any of Defendant's other employees with respect to whom Plaintiff
20 seeks civil penalties are aggrieved. Aside from challenges relating to standing, Defendant would
21 have likely sought bifurcation of discovery and/or trial of the PAGA claim — multiple courts
22 have taken such an approach, for example, limiting discovery or trial of the issues to Plaintiff.
23 Defendant also contended that an important feature of the PAGA statute is that a court has
24 discretion to reduce the penalties to be assessed against the employer pursuant to California
25 Labor Code section 2699(e)(1)-(2). Defendant denied and continues to deny that it ever violated
26 any provision of the California Labor Code. Assuming, *arguendo*, that any violations occurred,
27 Defendant argued the violations would not be viewed as subsequent violations giving rise to
28 heightened penalties. Defendant also argued that the Court was unlikely to assess cumulative

penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem.

20. The parties had the opportunity to review documents and data regarding Plaintiff's and Aggrieved Employees' employment with Defendant, including, and not limited to, Plaintiff's employment records and wage statements, a sampling of aggrieved employees' time and pay data, as well as information regarding Defendant's operations and employment policies, practices, and procedures, in an effort to determine the potential value and strength of the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant information, documents, and data, and this information made it possible to calculate the potential value of the PAGA claim. Accordingly, the parties have conducted sufficient investigation and review of information to be sufficiently apprised of the nature and extent of the PAGA cause of action asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, in arbitration proceedings, and/or appeals.

21. By way of the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of \$105,000.00, which represents thirty-five percent (35%) of the Total Settlement Amount, as provided by the Settlement Agreement. Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency fee of at least thirty-five percent (35%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has

1 achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to
2 devote its time and efforts to this case.

3 22. I am aware that common and acceptable rates for contingency representation in
4 wage and hour class action and representative action litigation is normally in the range of 33.3%
5 to 50%.

6 23. While not necessarily required to be demonstrated because a percentage of the
7 fund is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many
8 hours of work in connection with prosecuting this matter such that the requested attorneys' fees
9 award is also justified under a simple lodestar analysis. Attorneys at Lawyers for Justice, PC
10 have spent a total of **427.50 hours** performing tasks to obtain a recovery on behalf of Plaintiff,
11 the State of California, and the Aggrieved Employees. Attached hereto as "EXHIBIT 3" is an
12 Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by
13 attorneys at Lawyers for Justice, PC and the time incurred in performing those services. These
14 hours include work done by myself and several other attorneys at the firm. Separate from the
15 hours referenced herein, Lawyers for Justice, PC also had litigation support personnel actively
16 engaged in assisting with the prosecution of the case.

17 24. The work performed in this particular case, the background of our firm, as well as
18 the individual backgrounds, training, and experience of the attorneys who worked on this matter,
19 in litigating complex wage-and-hour class and PAGA representative actions, support a
20 reasonable blended hourly rate of compensation of at least \$700 for work performed by
21 Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the
22 firm at the rate of at least \$700 per hour for legal services performed, by courts granting approval
23 of wage and hour class action and/or representative action settlements in other cases: final
24 approval of the class and representative action settlement in *David Dugan v. TEC Equipment,*
25 *Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021,
26 and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class
27 and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los
28 Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of

attorneys' fees involved an hourly rate of \$919.57; final approval of the class action settlement in *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court Case No. 34-2017-00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of attorneys' fees involved an hourly rate of \$766.05; final approval of the class and representative action settlement in *Alice Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County Superior Court Case No. RG16835813) was granted on June 11, 2019, and the award of attorneys' fees involved an hourly rate of \$764.82; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of \$855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved an hourly rate of \$831.38; final approval of the class and representative action settlement in *Maryjo Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was granted on May 15, 2018, and the award of attorney's fees involved an hourly rate of \$780.77; and final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved an hourly rate of \$845.64.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

25. Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this case. Plaintiff's Counsel seeks reimbursement of \$51,315.46 in litigation costs and expenses as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 4.**" These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement, and the amount sought is less than the maximum amount (\$53,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses.

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GENERAL RELEASE FEE TO PLAINTIFF

26. In recognition of her efforts and work in spearheading the litigation of this matter, as well as her individual waiver and release of claims, the Settlement provides a General Release Fee to Plaintiff in the amount of \$7,500.00 to be paid out of the Total Settlement Amount. The requested General Release Fee is fair and appropriate. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing her employment with her counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. For example, Plaintiff expended effort to prepare for and attend deposition. Plaintiff was available whenever her counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee.

27. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, is fair, reasonable, and adequate, and in the best interests of Plaintiff, the State of California and other Aggrieved Employees given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this action, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 15th day of May 2023, at Glendale, California.



Edwin Aiwazian

EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Isidra Ramirez (“Plaintiff”), for herself and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and Exchange Bank (“Defendant”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate. The Effective Date of this Agreement is the date the Court enters the order approving the settlement of the PAGA penalties as described in this Agreement.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately September 2018 to approximately May 2019;

(b) On March 17, 2020, Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) on behalf of Plaintiff, to notify the LWDA and Defendant pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001, thereby initiating LWDA Case Number LWDA-CM-778806-20 (the “PAGA Notice”);

(c) On May 26, 2020, Plaintiff filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Operative Complaint”), commencing a representative action under PAGA against Defendant, entitled *Isidra Ramirez v. Exchange Bank*, Sonoma Superior Court Case No. SCV-266494 (the “Action”). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(e) The Action was scheduled for trial to commence on April 8, 2022, as such, the Parties have engaged in extensive discovery and preparation for trial. Shortly before the scheduled trial, they participated in settlement negotiations and on March 28, 2022 reached the Settlement described herein to resolve the Action in its entirety;

(f) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Released Claims (as defined in Section 8(a) below).

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Three Hundred Thousand Dollars and No Cents (\$300,000.00) (the “Total Settlement Amount”) to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys’ fees in the amount of thirty-five percent (35%) of the Total Settlement Amount, which is One Hundred Five Thousand Dollars and No Cents (\$105,000.00), and reimbursement of litigation costs and expenses in the amount of up to Fifty-Three Thousand Dollars and No Cents (\$53,000.00) (collectively, “Attorneys’ Fees and Costs”) to Plaintiff’s Counsel. Defendant will not oppose this request.

(2) A general release fee of up to the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) (“General Release Fee”) to Plaintiff, which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Six Thousand Dollars and No Cents (\$6,000.00) (“Settlement Administration Costs”) to Atticus Administration, LLC (the “PAGA Settlement Administrator”).

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) will be distributed to the Aggrieved Employees, defined solely for purposes of this Settlement as all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period (the “Aggrieved Employees”). The period March 17, 2019 to March 28, 2022, is the “PAGA Period”. The Aggrieved Employees are estimated to consist of approximately 397 individuals who worked approximately 18,471 Compensable Pay Periods. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the “Employees’ Portion.”

(b) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys’ Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff’s execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the Total Settlement Amount described in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount. Within five (5) days of such notification, Plaintiff will file a Request for Dismissal of the entire Action with prejudice, and provide a filed-endorsed copy of such dismissal to Jennifer Douglas of Dickenson, Peatman & Fogarty ("Defendant's Counsel").

6. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement.

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Defendant's Counsel for review and approval prior to filing.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. **Payment of PAGA Settlement Sum / Notice to Recipients.**

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within fourteen (14) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"), based on

Defendant's payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s) .

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel,

unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.**

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the period from March 17, 2019 through the Effective Date, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, and 1198, and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Order 4-2001 (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state or

local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the Court to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 09/29/2022, 2022

Electronically Signed 2022-09-29 19:12:19 UTC - 50.204.18.110
Nintex AssureSign® c3505ba2-7eb1-4a38-bfbc-af1e0185d4f1

Isidra Ramirez
Individually and On Behalf of
the State of California and Aggrieved Employees

EXCHANGE BANK

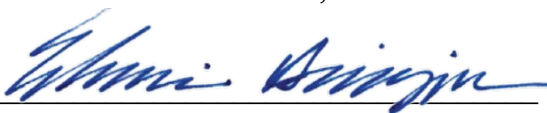
Date: _____, 2022

Name:
Title:

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: September 29, 2022, 2022


Edwin Aiwanian
Joanna Ghosh

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the Court to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: _____, 2022

Isidra Ramirez
Individually and On Behalf of
the State of California and Aggrieved Employees

EXCHANGE BANK

Date: 9-29-2022, 2022

Name: LORIT ZARET
Title: CHIEF HUMAN RESOURCES OFFICER

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: _____, 2022

Edwin Aiwasian
Joanna Ghosh

Attorneys for Plaintiff Isidra Ramirez

DICKENSON, PEATMAN & FOGERTY



Date: September 29, 2022

Jennifer Douglas

Attorneys for Defendant Exchange Bank

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Isidra Ramirez v. Exchange Bank*, Sonoma Superior Court Case No. SCV-266494

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Isidra Ramirez v. Exchange Bank*, Sonoma Superior Court Case No. SCV-266494 (“Action”).

The lawsuit was filed on May 26, 2020 by Isidra Ramirez (“Plaintiff”) against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, and failure to maintain requisite payroll records. Prior to filing the lawsuit, on March 17, 2020, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001, thereby initiating LWDA Case Number LWDA-CM-778806-20 (the “PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendant Exchange Bank (“Defendant”).

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period (“Aggrieved Employees”). The period March 17, 2019 to March 28, 2022 is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement and full funding of Total Settlement Amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant, including Defendant’s parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the period from March 17, 2019 through the Effective Date, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, and 1198, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant’s counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **[PAGA Settlement Administrator]** at **[toll-free phone number]**.

EXHIBIT 2

March 17, 2020

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: EXCHANGE BANK

Dear Representative:

We have been retained to represent Isidra Ramirez against Exchange Bank (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Exchange Bank") for violations of California wage-and-hour laws. Ms. Ramirez seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Ramirez seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Exchange Bank employed Ms. Ramirez as an hourly-paid, non-exempt employee from approximately September 2018 to approximately May 2019, in the State of California.

The "aggrieved employees" that Ms. Ramirez may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned bilingual differentials/shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Exchange Bank has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001.

Exchange Bank required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to,

preparing workstation, responding to work related inquiries, helping customers, and closing procedures.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Ramirez and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Ramirez and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Exchange Bank required Ms. Ramirez and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Exchange Bank failed to pay Ms. Ramirez and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Exchange Bank failed to pay Ms. Ramirez and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Exchange Bank did not provide Ms. Ramirez and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Exchange Bank were in violation of California Labor Code section 226(a). The violations include, but are not limited to,

the failure to include the total hours worked by Ms. Ramirez and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Ramirez and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Ramirez and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Ramirez and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Ramirez and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Exchange Bank failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Ramirez and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Exchange Bank did not provide Ms. Ramirez and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Exchange Bank failed to pay Ms. Ramirez and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Ramirez and the other aggrieved employees reported to work and were furnished less than

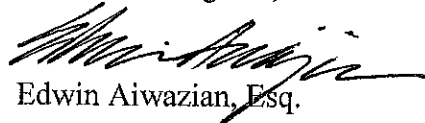
half the usual or scheduled day's work. During the relevant time period, Exchange Bank failed to pay Ms. Ramirez and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Ramirez and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Ramirez and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Exchange Bank. These costs include, but are not limited to, the use of a personal cell phone for business related tasks, and the use of a personal vehicle for business related tasks.

Therefore, on behalf of all aggrieved employees, Ms. Ramirez seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Exchange Bank
c/o Lewis R Warren
Agent for Service of Process
100 Stony Point Road, Suite 200
Santa Rosa, CA 95401

Exchange Bank
c/o Jennifer E. Douglas
DICKENSON, PEATMAN & FOGARTY
Attorney
100 B Street, Suite 320
Santa Rosa, CA 95401

(By U.S. Mail – Under Separate Cover with Filing Fee Enclosed)

Department of Industrial Relations Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

EXHIBIT 3

ISIDRA RAMIREZ V. EXCHANGE BANK
(SONOMA COUNTY SUPERIOR COURT CASE NO. SCV-266494)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS FOR JUSTICE, PC
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Key Facts with a Focus on the Merits of Plaintiff Isidra Ramirez’s (“Plaintiff”) Private Attorneys General Act (“PAGA”) Claims on Behalf of the State of California with Respect to Plaintiff and the Aggrieved Employees	8.30
Pre-Lawsuit Investigation of Potential Civil Penalties Exposure of Defendant Exchange Bank (“Defendant”) with Respect to Plaintiff and the Aggrieved Employees	7.60
Legal Research and Analysis of Latest Off-the-Clock, Meal and Rest Breaks, Representative PAGA Actions, Manageability, and Arbitration Agreement Decisions in California, Including all New and Relevant DLSE Materials	7.90
Investigation of Defendant, Defendant’s Business Relationships, and the Industry in which Defendant Operates	3.60
Investigation of Defendant’s Organizational and Corporate Structure, and Executive Reporting Structure, as They Relate to the Employment and Management of Aggrieved Employees	3.40
Investigation of Defendant’s Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity; and Research and Analysis of Defendant’s Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	3.20

Analysis of Competitors in Various Relevant Geographic Areas within which Defendant Operates, and Comparing and Contrasting Defendant's Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendant's Competitors	3.70
Research and Investigation Re: Location(s), Department(s), and/or Division(s) Owned, Managed, Serviced, and/or Operated by Defendant in California, Including Differences Between Them to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues	3.50
Comparative Analysis and Cross-Checking of All Available Job Postings and Job Reviews Regarding Defendant in Order to Determine Any Variation and Identify Job Duties and Responsibilities That Would be Susceptible to Being Performed Off-the-Clock or During Meal or Rest Breaks	3.10
Research and Investigation Re: Workforce, Staffing Models, and Staffing Levels at Locations at Which Aggrieved Employees Worked Throughout California	4.10
Research and Investigation Re: Defendant's Written and Non-Written Policies, Practices, and Procedures Relating to Branch Opening and Closing Procedures, Branch Operations and Hours, Break Schedules, Remote Work Schedules, Shift Completion Rules, Customer Service, Security and Surveillance, New Employee Orientation, Trainings, Mandatory Meetings, Bonus/Incentive/Shift Differential/Bilingual Differential Pay, Timekeeping, Meal/Rest Breaks, Meal/Rest Premiums, Auto-Pay of Premiums, Meal Period Waiver Agreements, Overtime Compensation, Dress Code, Use of Personal Cell Phone, Use of Personal Vehicle, Reimbursement of Business-Related Expenses, and Arbitration Agreements	14.50
Research and Investigation Re: Various Software Programs and Other Technology Defendant Uses to Conduct Its Everyday Business, Including Timekeeping, Banking, Remote Access/Virtual Private Network, Customer Relations Management, Document Management, Communications, Security, and Surveillance Systems, with a Focus on What Documents (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, and Time Worked During Meal Breaks	4.70
Research and Analysis of Potential Defenses Defendant May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	7.80

Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	6.40
Prepare a Discovery Strategy and Plan of Action, Including Topics of Inquiry Important to Liability and Civil Penalties	3.80
Research and Investigation of Impact of COVID-19 Pandemic on Defendant, Its Operations, and Aggrieved Employees' Work	5.10
Meet and Communicate with Plaintiff Isidra Ramirez Throughout the Pendency of the Case	35.50
Investigate, Meet and Communicate with, and/or Interview Aggrieved Employees and Percipient Witnesses	11.80
Pleadings and Court Filings	
Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on May 26, 2020)	7.10
Review Court's Notice of Assignment to One Judge for all Purposes, Notice of Case Management Conference, and Order to Show Cause (filed on May 26, 2020)	0.10
Review and Analyze Defendant's Answer to Complaint and Research Affirmative Defenses in Defendant's Answer (served on July 17, 2020)	1.50
Review and Analyze Defendant's Amended Answer to Complaint and Research Affirmative Defenses in Defendant's Amended Answer (served on July 24, 2020)	1.30
Review Defendant's Case Management Statement (served on October 7, 2020)	0.20
Draft Plaintiff's Case Management Statement (filed on October 7, 2020)	0.90
Review Court's Notice of Mandatory Settlement Conference and Trial (filed on November 6, 2020)	0.20

Review Defendant's Notice of Change of Address or Other Contact Information (served on November 13, 2020)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Stipulation and [Proposed] Order to Continue Trial Date (submitted on May 28, 2021)	1.10
Review Court's Order Continuing Trial Date (filed on June 8, 2021)	0.10
Draft Plaintiff's Notice of Disassociation of Counsel (filed on March 14, 2022)	0.10
Draft Plaintiff's Notice of Settlement of Entire Case (filed on April 1, 2022)	0.60
Appearances	
Prepare for and Telephonically Attend Case Management Conference (October 22, 2020)	0.60
Prepare for and Telephonically Attend Hearing on Defendant's Motion to Strike Plaintiff's PAGA Cause of Action (March 16, 2022)	1.50
Prepare for and Telephonically Attend Hearing on Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs (Anticipated)	1.50
Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Isidra Ramirez (served on December 9, 2019)	1.90
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Isidra Ramirez (served on December 30, 2019)	2.10
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Isidra Ramirez (served on January 8, 2020)	2.80

Draft Plaintiff's Form Interrogatories - General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant (served on August 6, 2020)	6.20
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (noticed for September 10, 2020; Organizational Structure) (served on August 6, 2020)	3.50
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (noticed for September 11, 2020; Wage and Hour Practices) (served on August 6, 2020)	4.30
Review Defendant's Notice of Deposition of Plaintiff Isidra Ramirez and Request for Production of Documents (served on August 19, 2020)	0.60
Review Defendant's Objection to Plaintiff's Notices of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (noticed for September 10, 2020 and September 11, 2020) (served on September 3, 2020)	0.10
Review Deposition Transcript of Plaintiff Isidra Ramirez (September 17, 2020; Zoom Video Conference)	2.50
Review and Analyze Defendant's Responses to Plaintiff's Form Interrogatories - General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant (served on September 23, 2020)	5.90
Review and Analyze Documents Produced by Defendant (served on September 25, 2020)	5.80
Review and Analyze Defendant's Amended Responses to Plaintiff's Form Interrogatories - General (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant (served on December 7, 2020)	1.80
Review and Analyze Documents Produced by Defendant (served on December 7, 2020)	0.10

Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (noticed for January 27, 2021; Organizational Structure) (served on January 11, 2021)	1.50
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (noticed for January 28, 2021; Wage and Hour Practices) (served on January 11, 2021)	1.60
Review and Analyze Defendant's Second Amended Responses to Plaintiff's Requests for Production of Documents (Set One) to Defendant (served on January 19, 2021)	0.70
Review and Analyze Defendant's Objection to Plaintiff's Notices of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (noticed for January 27, 2021 and January 28, 2021) (served on January 21, 2021)	3.20
Prepare for and Take the Deposition of Person Most Knowledgeable Lori Zaret (January 27, 2021; Zoom Video Conference) and Review Deposition Transcript	9.50
Meet and Confer with Defendant's Counsel and Review <i>Belaire-West</i> Administration Notice, and Review and Analyze Contact List (222 individuals) (mailed on March 9, 2021; list received May 14, 2021)	5.90
Review and Analyze Defendant's Amended Responses to Plaintiff's Special Interrogatories (Set One), Second Amended and Supplemental Responses to Plaintiff's Special Interrogatories (Set Two), and Second Amended and Supplemental Responses to Plaintiff's Request for Production of Documents (Set One) (served on March 24, 2021)	1.60
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (noticed for February 3, 2022; Wage and Hour Practices) (served on January 24, 2022)	1.20
Draft Plaintiff's Notice of Videotaped Deposition of Non-Party Witness and Deposition Subpoena for Personal Appearance and Production of Documents and Things (noticed for February 8, 2022) (served on January 26, 2022)	0.90

Draft Plaintiff's Notice of Videotaped Deposition of Non-Party Witness and Deposition Subpoena for Personal Appearance and Production of Documents and Things (noticed for February 9, 2022) (served on January 26, 2022)	0.50
Draft Plaintiff's Notice of Videotaped Deposition of Non-Party Witness and Deposition Subpoena for Personal Appearance and Production of Documents and Things (noticed for February 9, 2022) (served on January 26, 2022)	0.50
Draft Plaintiff's Notice of Videotaped Deposition of Non-Party Witness and Deposition Subpoena for Personal Appearance and Production of Documents and Things (noticed for February 10, 2022) (served on January 26, 2022)	0.50
Draft Plaintiff's Notice of Videotaped Deposition of Non-Party Witness and Deposition Subpoena for Personal Appearance and Production of Documents and Things (noticed for February 10, 2022) (served on January 26, 2022)	0.50
Draft Plaintiff's Notice of Videotaped Deposition of Non-Party Witness and Deposition Subpoena for Personal Appearance and Production of Documents and Things (noticed for February 11, 2022) (served on January 26, 2022)	0.50
Draft Plaintiff's Notice of Videotaped Deposition of Non-Party Witness and Deposition Subpoena for Personal Appearance and Production of Documents and Things (noticed for February 11, 2022) (served on January 26, 2022)	0.50
Draft Plaintiff's Notice of Videotaped Deposition of Non-Party Witness and Deposition Subpoena for Personal Appearance and Production of Documents and Things (noticed for February 15, 2022) (served on January 26, 2022)	0.50
Draft Plaintiff's Notice of Videotaped Deposition of Non-Party Witness and Deposition Subpoena for Personal Appearance and Production of Documents and Things (noticed for February 15, 2022) (served on January 26, 2022)	0.50

Draft Plaintiff's Notice of Videotaped Deposition of Non-Party Witness and Deposition Subpoena for Personal Appearance and Production of Documents and Things (noticed for February 16, 2022) (served on January 26, 2022)	0.50
Draft Plaintiff's Notice of Videotaped Deposition of Non-Party Witness and Deposition Subpoena for Personal Appearance and Production of Documents and Things (noticed for February 16, 2022) (served on January 26, 2022)	0.50
Draft Plaintiff's Notice of Videotaped Deposition of Non-Party Witness and Deposition Subpoena for Personal Appearance and Production of Documents and Things (noticed for February 17, 2022) (served on January 26, 2022)	0.50
Draft Plaintiff's Notice of Videotaped Deposition of Non-Party Witness and Deposition Subpoena for Personal Appearance and Production of Documents and Things (noticed for February 18, 2022) (served on January 26, 2022)	0.50
Draft Plaintiff's Notice of Videotaped Deposition of Non-Party Witness and Deposition Subpoena for Personal Appearance and Production of Documents and Things (noticed for February 18, 2022) (served on January 26, 2022)	0.50
Draft Plaintiff's Notice of Videotaped Deposition of Non-Party Witness and Deposition Subpoena for Personal Appearance and Production of Documents and Things (noticed for February 18, 2022) (served on January 26, 2022)	0.50
Prepare for and Take the Deposition of Person Most Knowledgeable Joe Muldowney (February 3, 2022; Zoom Video Conference) and Review Deposition Transcript	7.50
Draft Plaintiff's Form Interrogatories - General (Set Two), Special Interrogatories (Set Three), Requests for Production of Documents (Set Two), and Requests for Admission (Set One) to Defendant (served on February 4, 2022)	5.70
Draft Plaintiff's Deposition Subpoena for Personal Appearance and Production of Documents and Things of Non-Party Witness (noticed for February 15, 2022) (served on February 4, 2022)	0.20

Review and Analyze Defendant's Special Interrogatories (Set One) and Request for Production of Documents (Set One) to Plaintiff (served on February 4, 2022)	0.50
Prepare and Appear for the Deposition of Non-Party Witness (February 8, 2022; Zoom Video Conference)	2.50
Prepare for and Take the Deposition of Non-Party Witness (February 9, 2022; Zoom Video Conference) and Review Deposition Transcript	4.50
Prepare for and Take the Deposition of Non-Party Witness (February 9, 2022; Zoom Video Conference) and Review Deposition Transcript	5.50
Prepare for and Take the Deposition of Non-Party Witness (February 10, 2022; Zoom Video Conference) and Review Deposition Transcript	4.10
Prepare for and Take the Deposition of Non-Party Witness (February 11, 2022; Zoom Video Conference) and Review Deposition Transcript	5.30
Prepare for and Take the Deposition of Non-Party Witness (February 11, 2022; Zoom Video Conference) and Review Deposition Transcript	4.50
Prepare for and Take the Deposition of Non-Party Witness (February 15, 2022; Zoom Video Conference) and Review Deposition Transcript	6.50
Prepare for and Take the Deposition of Non-Party Witness (February 15, 2022; Zoom Video Conference) and Review Deposition Transcript	6.50
Prepare for and Take the Deposition of Non-Party Witness (February 16, 2022; Zoom Video Conference) and Review Deposition Transcript	4.50
Prepare for and Take the Deposition of Non-Party Witness (February 16, 2022; Zoom Video Conference) and Review Deposition Transcript	5.80
Prepare for and Take the Deposition of Non-Party Witness (February 17, 2022; Zoom Video Conference) and Review Deposition Transcript	4.50

Prepare for and Take the Deposition of Non-Party Witness (February 17, 2022; Zoom Video Conference); and Review Deposition Transcript	3.20
Prepare for and Take the Deposition of Non-Party Witness (February 18, 2022; Zoom Video Conference) and Review Deposition Transcript	4.10
Prepare for and Take the Deposition of Non-Party Witness (February 18, 2022; Zoom Video Conference) and Review Deposition Transcript	4.80
Draft Plaintiff's Response to Defendant's Demand for Exchange of Expert Witness Information and Declaration of Randolph Greenwald Re: Expert Witness Pursuant to CCP § 2034.260 (served on February 25, 2022)	1.20
Review and Analyze Defendant's Responses to Plaintiff's Form Interrogatories - General (Set Two), Special Interrogatories (Set Three), Requests for Production of Documents (Set Two), and Requests for Admission (Set One) to Defendant (served on March 8, 2022)	6.20
Review Defendant's Notice of Deposition of Richard Drogin, PhD. and Request for Production of Documents (noticed for March 24, 2022) (served on March 10, 2022)	0.50
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for March 28, 2022) (served on March 24, 2022)	0.30
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for March 28, 2022) (served on March 24, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for March 29, 2022) (served on March 24, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for March 29, 2022) (served on March 24, 2022)	0.20

Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for March 30, 2022) (served on March 24, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for March 30, 2022) (served on March 24, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for March 31, 2022) (served on March 24, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for March 31, 2022) (served on March 24, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 1, 2022) (served on March 24, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 1, 2022) (served on March 24, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 4, 2022) (served on March 25, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 4, 2022) (served on March 25, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 5, 2022) (served on March 25, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 5, 2022) (served on March 25, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 6, 2022) (served on March 25, 2022)	0.20

Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 6, 2022) (served on March 25, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 7, 2022) (served on March 25, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 7, 2022) (served on March 25, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 8, 2022) (served on March 25, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 8, 2022) (served on March 25, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 11, 2022) (served on March 25, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 11, 2022) (served on March 25, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 12, 2022) (served on March 25, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 12, 2022) (served on March 25, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 13, 2022) (served on March 25, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 13, 2022) (served on March 25, 2022)	0.20

Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 14, 2022) (served on March 25, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 14, 2022) (served on March 25, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 15, 2022) (served on March 25, 2022)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance of Non-Party Witness (noticed for April 15, 2022) (served on March 25, 2022)	0.20
Letters and Correspondence	
Research and Draft Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Isidra Ramirez for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served on March 17, 2020)	4.50
Meet and Confer with, Draft Correspondence to, and Respond to Correspondence from, Defendant's Counsel	18.50
Settlement	
Review and Analyze Defendant's Offer to Compromise Pursuant to CCP § 998 (served on May 26, 2021; rejected)	2.50
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendant, and Other Sources; Prepare Violation Analysis and Liability, Penalties, and Valuation Models	13.50
Draft, Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release and Cover Letter (executed on September 29, 2022)	15.30

Law and Motion	
Review and Analyze Defendant's Notice of Motion and Motion to Strike Plaintiff's PAGA Cause of Action, Memorandum of Points and Authorities in Support Thereof, Request for Judicial Notice in Support Thereof, Declaration of Danielle Valverde in Support Thereof, Declaration of Dawna Rego in Support Thereof, Declaration of Jasmine Hurtado in Support Thereof, Declaration of Jessica Enciso in Support Thereof, Declaration of Joe Muldowney in Support Thereof, Declaration of Karoliny Johnson in Support Thereof, Declaration of Linda Breedlove Gonzalez in Support Thereof, Declaration of Rosy Mena Conriquez in Support Thereof, Declaration of Ria Jimenez in Support Thereof, Declaration of Akshay Rathod in Support Thereof, Declaration of Connie Harper in Support Thereof, Declaration of Celia Perez Isquierdo in Support Thereof, Declaration of Christine Vassar in Support Thereof, Declaration of Jennifer E. Douglas in Support Thereof, Declaration of James Ferguson in Support Thereof, Declaration of Lori Zaret in Support Thereof, Declaration of Kathy Suitliff in Support Thereof, and [Proposed] Order Thereon (served on December 22, 2021)	3.90
Review and Analyze Defendant's Amended Notice of Motion to Strike Plaintiff's PAGA Cause of Action (served on January 14, 2022)	0.10
Draft Plaintiff's Opposition to Defendant's Motion to Strike Plaintiff's PAGA Cause of Action, Opposition to Defendant's Request for Judicial Notice in Support Thereof, Objections to Defendant's Evidence in Support Thereof, Declaration of Randolph Greenwald in Support Thereof, and Declaration of Dr. Richard Drogin, PhD. in Support Thereof (filed on March 3, 2022)	28.30
Review and Analyze Defendant's Reply to Plaintiff's Opposition to Defendant's Motion to Strike Plaintiff's PAGA Cause of Action, Response to Plaintiff's Objections to Defendant's Evidence in Support of Defendant's Motion to Strike Plaintiff's PAGA Cause of Action, Objections to Plaintiff's Evidence in Opposition to Defendant's Motion to Strike PAGA Cause of Action, Reply to Plaintiff's Opposition to the Request for Judicial Notice in Support Thereof, and [Proposed] Order Thereon (served on March 9, 2022)	2.10
Review Declaration of Jennifer E. Douglas Pursuant to Local Rule 5.4.B. Re Meet and Confer Re Defendant's Motion to Strike Plaintiff's PAGA Cause of Action (served on March 9, 2022)	0.40

Draft Plaintiff's Notice of Entry of Order Regarding Defendant's Motion to Strike Plaintiff's PAGA Cause of Action (filed on March 18, 2022)	0.10
Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, <i>Et Seq.</i>) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs, Declaration of Edwin Aiwasian in Support Thereof, Declaration of Isidra Ramirez in Support Thereof, and [Proposed] Order and Judgment (filed on May 15, 2023)	18.50
Total Hours:	427.50

EXHIBIT 4

LAWYERS for JUSTICE PC CASE COST DETAIL
Ramirez v. Exchange Bank (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
12/9/2019	US Postmaster	Postage	6.85
3/17/2020	Labor & Workforce Development Agency	Filing Fee	75.00
3/17/2020	US Postmaster	Postage	0.65
6/10/2020	Legal Document Server, Inc.	Attorney Service	40.79
6/10/2020	Sonoma Superior Court	Court Filing Fee	435.00
6/17/2020	Legal Document Server, Inc.	Attorney Service	300.00
7/20/2020	Legal Document Server, Inc.	Attorney Service	14.60
10/7/2020	Legal Document Server, Inc.	Attorney Service	14.60
1/27/2021	Esquire Deposition Solutions, LLC	Videography Service	955.00
1/27/2021	Esquire Deposition Solutions, LLC	Court Reporter	1,938.95
1/28/2021	Esquire Deposition Solutions, LLC	Court Reporter	295.00
1/28/2021	Esquire Deposition Solutions, LLC	Videography Service	485.00
3/31/2021	Simpluris, Inc.	Notice Mailing	273.50
6/3/2021	Legal Document Server, Inc.	Attorney Service	15.45
6/3/2021	Sonoma Superior Court	Filing Fee	20.00
1/24/2022	U.S. Postal Service	Postage	128.76
1/28/2022	Ria Jiminez	Witness Fee	35.00
1/28/2022	Kathy Sutliff	Witness Fee	35.00
1/28/2022	Rosa Mena Conriquez	Witness Fee	35.00
1/28/2022	Linda Gonzalez	Witness Fee	35.00
1/28/2022	Karoliny Johnson	Witness Fee	35.00
1/28/2022	Jessica Enciso	Witness Fee	35.00
1/28/2022	Jasmine Hurtado	Witness Fee	35.00
1/28/2022	James Ferguson	Witness Fee	35.00
1/28/2022	Danielle Valverde	Witness Fee	35.00
1/28/2022	Connie Harper	Witness Fee	35.00
1/28/2022	Christine Vassar	Witness Fee	35.00
1/28/2022	Celia Isquirdo	Witness Fee	35.00
1/28/2022	Askshy Rath	Witness Fee	35.00
1/31/2022	General Logistics Systems US, Inc.	Courier Service	533.05
2/3/2022	Esquire Deposition Solutions, LLC	Court Reporter	2,764.65
2/7/2022	General Logistics Systems US, Inc.	Courier Service	57.80
2/8/2022	Esquire Deposition Solutions, LLC	Court Reporter	710.00
2/9/2022	Esquire Deposition Solutions, LLC	Court Reporter	3,729.77
2/10/2022	Esquire Deposition Solutions, LLC	Court Reporter	1,439.48
2/10/2022	General Logistics Systems US, Inc.	Courier Service	139.26
2/11/2022	Esquire Deposition Solutions, LLC	Court Reporter	2,893.29
2/11/2022	General Logistics Systems US, Inc.	Courier Service	91.40
2/15/2022	Esquire Deposition Solutions, LLC	Court Reporter	3,988.83
2/16/2022	Esquire Deposition Solutions, LLC	Court Reporter	3,664.08

LAWYERS for JUSTICE PC CASE COST DETAIL
Ramirez v. Exchange Bank (PAGA)

2/17/2022	Esquire Deposition Solutions, LLC	Court Reporter	3,221.04
2/18/2022	Esquire Deposition Solutions, LLC	Court Reporter	3,970.85
3/3/2022	Drogin, Kakigi & Associates	Analysis of Sampling of Time Records	6,112.50
3/4/2022	One Legal	Attorney Service	16.06
3/18/2022	Drogin, Kakigi & Associates	Analysis of Sampling of Time Records	7,875.00
3/25/2022	Court Call	Attorney Service	94.00
3/28/2022	Esquire Deposition Solutions, LLC	Cancellation	590.00
3/29/2022	Esquire Deposition Solutions, LLC	Cancellation	590.00
3/30/2022	Drogin, Kakigi & Associates	Analysis of Sampling of Time Records	3,325.00
4/1/2022	Legal Document Server, Inc.	Attorney Service	11.00
4/4/2022	Legal Document Server, Inc.	Attorney Service	14.75
4/5/2022	Legal Document Server, Inc.	Attorney Service	14.75
4/7/2022	Legal Document Server, Inc.	Attorney Service	14.75
Total:			51,315.46