

DEC - 7 2022

CLERK OF THE COURT

BY: Chak G. [Signature]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 613

ANGELA ANTENUCCI, an individual, on
behalf of herself and all others similarly situated,

Plaintiff,

v.

BANK OF THE WEST,

Defendant.

Case No. CGC-20-583746

ORDER GRANTING FINAL APPROVAL
OF SETTLEMENT

Plaintiff Angela Antenucci has filed a motion for final approval of the class action settlement¹ reached with defendant Bank of the West. The motion is unopposed, and there are no objections to the settlement.² The Court has considered the Settlement Agreement along with all briefing and evidence and, on the basis of the Court's review, the Court **GRANTS** the motion and **ORDERS** as follows:

¹ The settlement includes a settlement payment for the Private Attorneys General Act claim brought by Ms. Antenucci on behalf of the California Labor and Workforce Development Agency.

² The Court grants the unopposed motion for attorney's fees, costs, and a service award by separate, concurrent order. On December 6, 2022, the Court vacated the hearing on both motions and took them under submission, having received no objections or requests to appear from class members.

1 1. Except as otherwise specified here, the Court hereby adopts and incorporates by
2 reference the terms and definitions of the Settlement Agreement.

3 2. The Court certifies and approves, for settlement purposes only, the following class
4 (hereafter, "Settlement Class"): "All current and former non-exempt employees of Defendant,
5 employed in California, who, during the time period from March 16, 2016 to June 24, 2022 ("Class
6 Period"), worked in one of the following three job titles within the Commercial Banking Group:
7 Senior Loan Administrator Specialist II, Senior Loan Administrator Specialist, and Loan
8 Administrator Specialist II."

9 3. For settlement purposes only, the proposed Settlement Class meets the requirements
10 for certification under Code of Civil Procedure section 382 because: (1) the proposed Settlement
11 Class is numerous and ascertainable; (2) there are predominant common questions of law and fact;
12 (3) Plaintiff's claims are typical of the claims of the members of the proposed Settlement Class; and
13 (4) a class action is superior to other methods to efficiently adjudicate this controversy.

14 4. Nonie P. Misal and Joanne L. Hayner are excluded from the Settlement Class and
15 shall not be entitled to any settlement payment as they timely submitted opt-out requests to the
16 settlement administrator.

17 5. The Court has considered all relevant factors for determining the fairness of the
18 settlement and has concluded that all such factors weigh in favor of granting final approval of the
19 settlement as fair, adequate, and reasonable. In particular, the Court finds that: the settlement was
20 reached following meaningful discovery and investigation; the settlement is the result of serious,
21 informed, adversarial and arm's-length negotiations between the parties; and that the terms of the
22 settlement are in all respects fair, adequate, and reasonable.

23 6. For the purposes of the settlement, David Markham, Maggie Realin and Lisa
24 Brevard of The Markham Law Firm and Walter L. Haines of the United Employees Law Group are
25 appointed as Class Counsel and shall continue to represent the Settlement Class.

26 7. For settlement purposes, plaintiff Angela Antenucci is appointed as the Class
27 Representative. The Court finds that Ms. Antenucci has and will continue to adequately represent
28 the Settlement Class.

1 8. Simpluris, Inc. is appointed as the Settlement Administrator. The Court directs
2 Simpluris, Inc. to continue to carry out all of the duties and responsibilities as set forth in the
3 Settlement Agreement. The provision of notice to the Settlement Class, as carried out by Simpluris,
4 Inc., substantially complied with the Court's order granting preliminary approval and satisfied due
5 process. The Court approves payment to Simpluris, Inc. of administration expenses in the amount
6 of **\$3,495**. The Court finds these expenses to be reasonable.

7 9. The Court approves attorney's fees in the amount of **\$250,000**, costs in the amount
8 of **\$25,897.73**, and a service award to Plaintiff of **\$10,000** as set forth in the separate, concurrent
9 order granting the motion for attorney's fees, costs, and a service award.

10 10. Settlement Administrator shall disburse all amounts in accordance with the
11 Settlement Agreement, this order, and the concurrent Order Granting Motion for Attorney's Fees,
12 Costs & Service Award. Such disbursements shall include (but are not limited to) the LWDA
13 payment of **\$45,000** as set forth in the Settlement Agreement.

14 11. Each member of the Settlement Class, including Plaintiff, shall be deemed to have
15 fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all
16 released claims that he or she may have against the released parties as set forth in the Settlement
17 Agreement.

18 12. Class Counsel are directed to submit a copy of this Order and the Judgment filed
19 concurrently herewith to the LWDA within ten days of this Order.

20 13. The Court sets a compliance hearing for **June 6, 2023 at 2:00 p.m.** in
21 Department 613. On or before **May 30, 2023**, Class Counsel and Settlement Administrator shall
22 submit a compliance statement containing, among other things, a summary accounting that
23 identifies distributions made, the number and value of any uncashed settlement checks, the status of
24 any unresolved administration issues (if any), and any other matters needing the Court's attention.

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1 14. Without affecting the finality of this Order in any way, this Court retains continuing
2 jurisdiction over implementation of this Settlement Agreement, any award or distribution of
3 settlement payments, and all parties hereto for the purpose of construing, enforcing, and
4 administering the Settlement Agreement.

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6 IT IS SO ORDERED.

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8 Dated: December 7, 2022



ANDREW Y.S. CHENG
Judge of the Superior Court

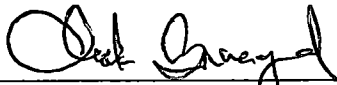
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

I, CLARK BANAYAD, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On December 7, 2022, I electronically served the ATTACHED DOCUMENT(S) via File&ServeXpress on the recipients designated on the Transaction Receipt located on the File&ServeXpress website.

Dated: December 7, 2022

Mark Caulkin, Interim Clerk

By: 
CLARK BANAYAD, Deputy Clerk