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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF HUMBOLDT**

LEIGH ANNE LOPEZ, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

TRI COUNTIES BANK, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CV2100094

**~~PROPOSED~~ ORDER GRANTING MOTION
TO APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PAGA; AND
JUDGMENT**

Date: October 7, 2022

Time: 10:30 a.m.

Dept.: 4

Complaint Filed: January 25, 2021

FAC Filed: March 1, 2021

SAC Filed: June 6, 2022

1 **[PROPOSED] ORDER**

2 Plaintiff Leigh Anne Lopez's ("Plaintiff") Motion for an Order to Approve Settlement
3 Agreement Pursuant to the Private Attorneys General Act, Labor Code § 2698 *et seq.* came on
4 regularly for hearing. Appearances for Plaintiff and Defendant Tri Counties Bank ("Defendant")
5 (Plaintiff and Defendant collectively, the "Parties") were noted on the record.

6 The Court has considered the Settlement Agreement and all other papers filed in this
7 action.

8 NOW THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

9 1. Plaintiff's Motion to Approve Settlement Agreement Pursuant to the Private
10 Attorneys General Act, Labor Code § 2698 *et seq.* is granted. The Court finds that the settlement
11 is fundamentally fair, reasonable, and adequate, and consistent with the purpose of PAGA; that
12 Plaintiff has fairly and adequately protected the interests of the members of the PAGA Members;
13 and that Plaintiff's counsel are qualified to serve as counsel for the Plaintiff in her individual and
14 representative capacity and for the aggrieved employees.

15 2. The PAGA Members are defined as "(1) all non-exempt branch employees who
16 utilized an alarm code to open a branch during the PAGA period ("Branch Employee(s)"); and
17 (2) all non-exempt employees who received non-discretionary income in addition to their base
18 hourly wage during the PAGA period ("Regular Rate Employee(s))." The Covered Period is
19 defined as January 15, 2020, through March 31, 2022.

20 3. "Covered Claims" or "Released Claims" means and all claims for civil penalties
21 under the PAGA that were asserted or could have been asserted based on the facts alleged in
22 Plaintiff's LWDA Notices and the Action for the entire PAGA Period, including but not limited
23 to claims for failing to properly calculate the regular rate of pay for purposes of paying overtime,
24 sick pay and meal and rest period premium payments, failing to pay all minimum and overtime
25 wages for hours worked, failure to pay all wages owed upon separation of employment, and
26 failing to provide accurate itemized wage statements which are premised on the alleged violation
27 of Labor Code §§ 201, 202, 203, 204, 226, 246, 226.7, 510, 558, 1194, 1197, 1197.1, and 2698
28 and the applicable IWC Wage Orders

4. The Parties are hereby ordered to carry out the terms of the Settlement Agreement. Defendant is hereby ordered to deposit the Gross Settlement Amount of \$400,000.00 within thirty (30) calendar days of the Effective Date.

5. Pursuant to Labor Code § 2699(i), the Settlement Administrator shall distribute the Gross Settlement Amount, as follows:

- \$133,333.33 to Plaintiff's counsel as PAGA Counsel's fees;
- \$10,692.92 to Plaintiff's counsel as PAGA Counsel's costs;
- \$8,750.00 to the Settlement Administrator Phoenix Settlement Administrators;
- \$10,000.00 to Plaintiff as a service award;
- The remainder, or the PAGA Penalty Fund, after the above deductions shall be distributed with 75% to the Labor Workforce Development Agency and 25% to the PAGA Members based on the formula set forth in the Settlement Agreement.

6. The Court hereby grants approval of the settlement in accordance with the terms of the Settlement Agreement and this Order. Without affecting the finality of the settlement or Judgment entered separately, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all PAGA Members, for purposes of enforcing and interpreting this Order and the Settlement.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: OCT 07 2022

TIMOTHY A. CANNING

JUDGE OF THE
SUPERIOR COURT OF CALIFORNIA

RECEIVED
SEP 07 2022 NP
SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT