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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

**DECLARATION OF PLAINTIFF LEIGH
ANNE LOPEZ IN SUPPORT OF
PLAINTIFF'S MOTION TO APPROVE THE
PARTIES' SETTLEMENT AGREEMENT
PURSUANT TO THE LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT OF
2004**

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 I, Leigh Anne Lopez, declare under penalty of perjury as follows:

2 1. I am an individual over the age of 18. I am the named Plaintiff in the above-
3 referenced action. I have personal knowledge of the facts set forth below and if called to testify I
4 could and would do so competently.

5 2. This declaration is submitted in support of Plaintiff's Motion to Approve the
6 Parties' Settlement Agreement Pursuant to the Private Attorneys General Act.

7 3. I was employed by Defendant Tri Counties Bank ("Defendant") as an Assistant
8 Branch Manager from about December 2017, until about September 2020. I worked as an
9 hourly, non-exempt employee.

10 4. During my employment, I regularly received non-discretionary wages. During
11 weeks when I earned both overtime and non-discretionary wages, the non-discretionary wages
12 were not calculated into the regular rate of pay for purposes of paying overtime. The overtime
13 wages were paid at a lower rate of pay than the regular rate, and as such, I did not receive all
14 wages owed to me. Likewise, the sick pay I received was not paid at the correct regular rate of
15 pay, taking into account any non-discretionary wages I also received during the pay period.
16 Additionally, the meal and rest period premiums I received were not paid at the correct regular
17 rate of pay, taking into account any nondiscretionary wages I also received during the pay
18 period.

19 5. I was also regularly denied off-duty rest breaks for shifts of 3.5 hours or longer.
20 As such, I am owed rest period premiums at the regular rate of pay.

21 6. Furthermore, due to Defendant's requirement that I work off-the-clock, I am
22 owed additional minimum, regular, and overtime wages. Additionally, upon separation of
23 employment, I was not paid all wages due and owing to me. Finally, I was not provided proper
24 and accurate itemized wage statements identifying accurate rates of pay for overtime, sick pay,
25 and meal and/or rest period premiums, and gross and net wages earned.

26 7. I understood that this action was also being prosecuted on behalf of the State of
27 California as a private attorney general. During the pendency of this lawsuit, I was required to
28 provide assistance to my attorneys, including meeting with them and providing them with

1 documents and information. I estimate that I spent at least 15 hours meeting and/or conferring
2 with my attorneys in connection with the assistance of the representative claims. Throughout this
3 case, I have continuously been kept apprised of the status of this case.

4 8. I believe that the settlement is fair, adequate, and reasonable for employees and
5 the State of California. I am proud of the result and accomplishment of this lawsuit. I feel that it
6 is a positive accomplishment and understand that other people and the State of California will
7 benefit because of the actions that I have taken.

8 9. I am also executing a general release of any and all claims, including any rights I
9 may have had under Civil Code § 1542, which was not required of other employees.

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

12 Executed on this 1 day of September 2022, at Eureka, California.

13 DocuSigned by:

14 

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15 Leigh Anne Lopez