

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com

Attorneys for Plaintiff and Aggrieved Employees

**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

[PROPOSED] ORDER

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

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

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

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

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

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

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

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

- 6 • \$133,333.33 to Plaintiff's counsel as PAGA Counsel's fees;
- 7 • \$10,692.92 to Plaintiff's counsel as PAGA Counsel's costs;
- 8 • \$8,750.00 to the Settlement Administrator Phoenix Settlement Administrators;
- 9 • \$10,000.00 to Plaintiff as a service award;
- 10 • The remainder, or the PAGA Penalty Fund, after the above deductions shall be
11 distributed with 75% to the Labor Workforce Development Agency and 25% to
12 the PAGA Members based on the formula set forth in the Settlement Agreement.

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

18 IT IS SO ORDERED, ADJUDGED, AND DECREED.

19
20 DATED: _____

JUDGE OF THE
SUPERIOR COURT OF CALIFORNIA