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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF SAN BERNARDINO**

15 KEELAIN GONZALEZ, on behalf of
16 himself and on behalf of all persons similarly
17 situated, and on behalf of the State of
18 California, as a private attorney general,

19 Plaintiff,

20 vs.

21 PACIFIC WESTERN BANK, a California
22 Corporation; DOES 1 through 50, inclusive,

23 Defendants.

CASE No. **CIVSB2127657**

[Related Case: CIVSB2127696]

DECLARATION OF KYLE
NORDREHAUG IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT

Hearing Date: January 4, 2023

Hearing Time: 10:00 a.m.

Judge: Hon. David Cohn

Dept.: S26

Action Filed: September 29, 2021

Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiff Keelain Gonzalez (“Plaintiff”) in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated
6 herein.

7 2. This declaration is being submitted in support of Plaintiff’s unopposed motion for
8 preliminary approval of the proposed class action settlement with Pacific Western Bank
9 (“Defendant”), which motion seeks entry of an order: (1) preliminarily approving the proposed
10 settlement of this class action with Defendant; (2) for settlement purposes only, conditionally
11 certifying the Class, which is comprised of “all individuals who are or previously were employed by
12 Defendant Pacific Western Bank in California who were classified as hourly, non-exempt
13 employees at any time during the Class Period”, which is from October 1, 2018 through November
14 3, 2022; (3) provisionally appointing Plaintiff as the representative of the Class; (4) provisionally
15 appointing Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal
16 Nordrehaug Bhowmik De Blouw LLP as Class Counsel; (5) approving the form and method for
17 providing class-wide notice; (6) directing that notice of the proposed settlement be given to the
18 class; (7) appointing ILYM Group as Administrator, and (8) scheduling a final approval hearing
19 date to consider Plaintiff’s motion for final approval of the settlement and entry of the Judgment,
20 and Plaintiff’s motion for approval of attorneys’ fees and expenses. Attached hereto as Exhibit #1 is
21 a copy of the fully executed Class Action and PAGA Settlement Agreement (“Agreement”) along
22 with exhibits thereto. The form of the Agreement is based upon the Los Angeles County Superior
23 Court model form for a class and PAGA settlement. This Declaration incorporates by reference the
24 definitions in the Agreement, and all terms defined therein shall have the same meaning as set forth
25 in the Agreement.

26
27 Fairness of Settlement

28 3. As consideration for this Settlement, the Gross Settlement Amount is Two Million

1 Six Hundred Thousand Dollars (\$2,600,000) (the “Gross Settlement Amount”) to be paid by
2 Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all issues
3 pending in the Action between the Parties and will be made in full and final settlement of the
4 Released Class Claims, consisting of all payments to Class Members from the Net Settlement
5 Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys' fees and
6 costs, (c) Class Representative Service Payment, and (d) the PAGA Penalties payment to the
7 LWDA and the Aggrieved Employees. (Agreement at ¶ 1.22.) The Gross Settlement Amount does
8 not include the employer’s share of payroll taxes which will be separately paid by Defendant. (Id.)
9 The Settlement is all-in with no reversion to Defendant and no need to submit a claim form. (Id.)

10 4. The relief provided in the Settlement will benefit all members of the Class. The
11 Settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way.
12 Payments to the Class Members are all determined under a neutral methodology. Each
13 Participating Class Member will receive the same opportunity to participate in and receive payment
14 through a neutral formula that is based upon the Workweeks for that individual.

15 5. On July 28, 2022, the Parties participated in an all-day mediation session presided
16 over by Louis Marlin, a respected jurist and experienced mediator of wage and hour class actions.
17 In preparation for the mediation, Defendant provided to Plaintiff and Class Counsel payroll and
18 employment data and other information regarding the Class Members, various internal documents,
19 and other compensation and employment-related materials. Class Counsel analyzed the data with
20 the assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to
21 the mediator. The final settlement terms were negotiated and set forth in the Agreement now
22 presented for this Court’s approval. Importantly, Plaintiff and Class Counsel believe that this
23 Settlement is fair, reasonable and adequate.

24 6. Based upon 1,415 Class Members who collectively worked 126,471 work weeks, the
25 Net Settlement Amount provides an average recovery of \$1,142 per Class Member and a recovery
26 of \$12.78 per work week. The calculations to compensate for the amount due for the Class at the
27 time of the mediation were calculated by Berger Consulting, Plaintiff’s damage expert. As to the
28 Class whose claims are at issue in this Action, Plaintiff used the expert to analyze the data and

1 determine the potential unpaid wages for the employees. The maximum potential damages were
2 calculated to be \$141,966 for the alleged unpaid wages due to the regular rate calculation, \$8,522
3 for the alleged unpaid meal premiums due to the regular rate calculation, \$45,334 for alleged unpaid
4 sick pay due to the regular rate calculation, \$4,284,995 for alleged meal period damages based upon
5 a 25% violation rate, \$4,420,961 for alleged rest period damages based upon the same 25%
6 violation rate, \$717,024 for alleged unpaid off-the-clock work, \$346,453 for alleged time rounding
7 deficiencies, \$346,580 for alleged unreimbursed business expenses. . Decl. Nordrehaug, ¶24. As a
8 result, the total damage valuation was therefore calculated that Defendant was subject to a
9 maximum damage claim in the amount of \$10,311,835. As to potential penalties, Plaintiff
10 calculated that wage statement penalties were a maximum of \$2,685,000 and potential waiting time
11 penalties were \$2,591,802. Defendant vigorously disputed Plaintiff's calculations and exposure
12 theories. Consequently, the Gross Settlement Amount of \$2,600,000 represents more than 25% of
13 the maximum value of the alleged damages at issue in this case at the time this Settlement was
14 negotiated.¹ Given the amount of the settlement as compared to the potential value of claims in this
15 case and the defenses asserted by Defendant, this settlement is fair and reasonable.

16
17 Procedural History of the Litigation

18 7. On September 29, 2021, Plaintiff commenced this Action by filing a Representative
19 Action Complaint against Defendant Pacific Western Bank in the Superior Court of the State of
20 California, County of San Bernardino. Plaintiff's Complaint asserting a single cause of action for
21 violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA"), Case
22 No. CIVSB2127657.

23 8. On September 29, 2021, Plaintiff filed a Class Action Complaint against Defendant
24 in the Superior Court of the State of California, County of San Bernardino, Case No.
25 CIVSB2127696. Plaintiff's Class Action Complaint asserted claims that Defendant: (1) violated

26
27 ¹ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
28 Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim is addressed below at ¶33.

1 California Business and Professions Code § 17200 et seq.; (2) failed to pay minimum wages in
2 violation of California Labor Code § 1194, 1197 & 1197.1; (3) failed to pay overtime wages in
3 violation of California Labor Code § 510, et seq.; (4) failed to provide required meal periods in
4 violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) failed
5 to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the
6 applicable IWC Wage Order; (6) failed to provide accurate itemized wage statements in violation
7 of California Labor Code § 226; (7) failed to provide wages when due in violation of California
8 Labor Code §§ 201, 202 and 203; and, (8) failed to reimburse employees for required expenses in
9 violation of California Labor Code § 2802.

10 9. On November 8, 2022, Plaintiff filed a First Amended Complaint in this Action
11 alleging the additional causes of action against Defendant as alleged in the Class Action Complaint,
12 which effectively consolidated the two lawsuits in the Action. The First Amended Complaint is the
13 operative complaint in the Action (the "Operative Complaint").

14 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
15 including production of documents, class data, and other information, allowing for the full and
16 complete analysis of liabilities and defenses to the claims in the Action. The information for
17 mediation obtained by Plaintiff included: (1) time punch data showing employees' meal periods and
18 their time worked covering 1,409 employees and 696,993 shifts over 74,100 pay periods (153,387
19 work weeks); (2) Payroll data for employees in the Class; (3) Defendant's employee wage and hour
20 policies; (5) the employment files for the Plaintiff; and, (7) samples of wage statements provided by
21 Defendant. As such, Class Counsel received the data and information for the Class, which was
22 sufficient for Plaintiff's expert to prepare the valuations of the claims for the Class.

23 11. Class Counsel has extensive experience in litigating wage and hour class actions in
24 California. The Parties have vigorously litigated the Action since its inception. During the course
25 of litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and
26 Defendant have engaged in substantial research, discovery, and investigation in connection with the
27 Action. Class Counsel has thoroughly analyzed the value of the claims during the prosecution of
28 this Action and utilized an expert to perform an analysis of the data and valuation of the claims.

1 12. Plaintiff and Defendant agreed to discuss resolution of the Action through a
2 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
3 documents and information in connection with the Action. On July 28, 2022, the Parties
4 participated in an all-day mediation presided over by Louis Marlin, a respected and experienced
5 mediator of wage and hour class actions. Following the mediation, each side, represented by its
6 respective counsel, were able to agree to settle the Action based upon a mediator's proposal which
7 was memorialized in the form of a Memorandum of Understanding. At all times, the negotiations
8 were arm's length and contentious.

9 13. Although a settlement has been reached, Defendant denies any liability or
10 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
11 any purpose other than settlement, the Action is appropriate for class treatment. Defendant
12 contends, among other things, that it has correctly compensated the Class Members and complied at
13 all times with the California Labor Code, applicable Wage Order, and all other laws and
14 regulations. Further, Defendant contends that class certification is inappropriate for any reason
15 other than for settlement. Plaintiff contends that Defendant violated California wage and hour laws.
16 Plaintiffs further contend that the Action is appropriate for class certification on the basis that the
17 claims meet the requisites for class certification. Without admitting that class certification is
18 proper, Defendant has stipulated that the above Class may be certified for settlement purposes only.
19 (Agreement at ¶2.8.) The Parties agree that certification for settlement purposes is not an admission
20 that class certification is proper. Further, the Agreement is not admissible in this or any other
21 proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes of
22 settling the Action, the Parties stipulate and agree that the requisites for establishing class
23 certification with respect to the Class are satisfied.

24 14. Class Counsel has conducted a investigation into the facts of the class action. Class
25 Counsel engaged in a thorough review and analysis of the relevant documents and data with the
26 assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel
27 possessed sufficient information to make an informed judgment regarding the likelihood of success
28 on the merits and the results that could be obtained through further litigation. In addition, Class

1 Counsel previously negotiated settlements with other employers in actions involving nearly
2 identical issues and analogous defenses. Based on the foregoing data and their own independent
3 investigation, evaluation and experience, Class Counsel believes that the settlement with Defendant
4 on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of
5 the Class in light of all known facts and circumstances, including the risk of significant delay,
6 defenses asserted by Defendant, and potential appellate issues.

7
8 Settlement Terms and Plan of Allocation

9 15. The Gross Settlement Amount is Two Million Six Hundred Thousand Dollars
10 (\$2,600,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists
11 of the following elements: (1) payment of the Individual Class Payments to the Participating Class
12 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
13 Administration Expenses Payment; (4) the Class Representative Service Payment to Plaintiff; and
14 (5) the PAGA Penalties. (Agreement at ¶ 1.22.) The Gross Settlement Amount does not include
15 Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be
16 all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

17 16. Within fifteen (15) days of the Effective Date, Defendant shall deposit the Gross
18 Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) Thereafter, the distribution of
19 Individual Class Payments to Participating Class Members shall be made by the Administrator
20 within fourteen (14) days after Defendant funds the Gross Settlement Amount. (Agreement at ¶
21 5.1.)

22 17. The amount remaining in the Gross Settlement Amount after the deduction of
23 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, Class
24 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses
25 Payment, and the Administration Expenses Payment (called the "Net Settlement Amount") shall be
26 allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.)
27 From the Net Settlement Amount, the Individual Class Payment for each Participating Class
28 Member will be calculated by (a) dividing the Net Settlement Amount by the total number of

1 Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying
2 the result by each Participating Class Member's Workweeks. (Agreement at ¶ 3.2(e).) Workweeks
3 will be based on Defendant's records, however Class Members will have the right to challenge the
4 number of workweeks.

5 18. Class Members may choose to opt-out of the Settlement by following the directions
6 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be
7 deemed Participating Class Members who will be bound by the Settlement and will be entitled to
8 receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees,
9 including those who submit an opt-out request, will still be paid their allocation of the PAGA
10 Penalties and will remain subject to the release of the PAGA Released Claims regardless of their
11 request for exclusion. (Agreement at ¶ 6.3.) Finally, the Notice will advise the Class Members of
12 their right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and
13 8.7, Ex. A.)

14 19. A Participating Class Member must cash his or her Individual Class Payment check
15 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within
16 180 days will be voided and any funds from such uncashed checks will be paid to the California
17 Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid
18 residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
19 (Agreement at ¶ 5.4.)

20 20. Subject to Court approval, the Parties have agreed on ILYM Group to administer the
21 settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator will be paid
22 for settlement administration in an amount not to exceed \$25,000. (Agreement at ¶ 3.2(c).) In
23 support of this motion, Plaintiff submits a declaration from ILYM Group which includes
24 verification of their estimate.

25 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
26 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
27 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of
28 Class Counsel Litigation Expenses Payment in an amount not to exceed \$22,000. (Agreement at ¶

3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 to the Plaintiff as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).)

22. Subject to Court approval, Sixty Thousand Dollars (\$60,000) will be paid from the Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section 2698, *et seq.* ("PAGA"). Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows: 75% (\$45,000) shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil penalties and and 25% (\$15,000) allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the number of their respective pay periods worked during the PAGA Period. (Agreement at ¶ 3.2(d).) As set forth in the accompany proof of service, the LWDA has been served with this motion and the Agreement.

Risks of Continued Litigation and Standards for Approval

23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate and trying this Action against Defendant through possible appeals which could take several years. Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially in complex class actions such as this Action. Class Counsel is also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Based upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class Members.

24. Here, a number of defenses asserted by Defendant present serious threats to the claims of the Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied with all applicable Labor laws. Defendant argued that all work time was paid for and that the regular rate was properly calculated when paying wages. Defendant contend that their meal and rest period policies fully complied with California law and that Defendant's timekeeping system recorded meal periods, and was not required to record rest periods. As to expenses reimbursement, Defendant contended that it did not fail to pay for business expenses and any cell phone usage was merely convenient and voluntary such that reimbursement was not legally required. Finally,

1 Defendant could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th
2 1004 (2012), weakened Plaintiff's claims, on liability, value, and class certifiability as to the meal
3 and rest period claims. Defendant also argues that based on their facially lawful practices, they
4 acted in good faith and without willfulness, which if accepted would negate the claims for waiting
5 time penalties and/or inaccurate wage statements. If successful, Defendant's defenses could
6 eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that these
7 defenses could be overcome, Defendant maintains these defenses have merit and therefore present a
8 serious risk to recovery by the Class.

9 25. There was also a significant risk that, if the Action was not settled, Plaintiff would be
10 unable to maintain a certified class through trial or demonstrate that the PAGA claim is
11 manageable, and thereby not recover on behalf of any employees other than himself. At the time of
12 the mediation, Defendant continued to forcefully oppose the propriety of class certification,
13 arguing that individual issues precluded such findings. Further, as demonstrated by the California
14 Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are
15 significant hurdles to overcome for a class-wide recovery even where the class has been certified.
16 While other cases have approved class certification in wage and hour claims, class certification in
17 this action was hotly disputed and the maintenance of a certified class through trial was by no
18 means a foregone conclusion.

19 26. This settlement is therefore certainly entitled to preliminary approval. Were this
20 case to go to trial, the Plaintiff and the other class members would need to prove, among other
21 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

22 27. Plaintiff will apply to the Court for Class Representative Service Payment in
23 consideration for his service and for the risks undertaken on behalf of the class. (Agreement at ¶
24 3.2(a).) Plaintiff performed their duties admirably by working with Class Counsel for more than
25 year. The Declaration of Plaintiff Gonzalez is submitted herewith in support. At this stage, the
26 requested service awards of \$10,000 are well within the accepted range of awards for purposes of
27 preliminary approval. See e.g. *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386
28 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment was \$351); *Holman v.*

1 *Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000
2 service award where class member recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007
3 U.S. Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007) (approving award of \$10,000 where class
4 member recoveries were as little as \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL
5 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in
6 overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D.Cal. Jan. 27 2007)
7 (awarding \$25,000 service award in overtime class action and a pool of \$100,000 in enhancements
8). As explained in *Glass*, service awards are routinely awarded to class representatives to
9 compensate the employees for the time and effort expended on the case, for the risk of litigation, for
10 the fear of suing an employer and retaliation there from, and to serve as an incentive to vindicate the
11 statutory rights of all employees. 2007 WL 221862 at *16-17. Below, I provided a long list of
12 similar Court-approved service awards.

13 28. The stage of the proceedings at which this Settlement was reached also militates in
14 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
15 conducted a thorough investigation into the facts of the class action. Class Counsel began
16 investigating the Class Members' claims before the Action were filed. Class Counsel conducted a
17 review and analysis of the relevant documents and data. Class Counsel was also experienced with
18 the claims at issue here, as Class Counsel previously litigated and settled similar claims in other
19 actions. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient
20 information to make an informed judgment regarding the likelihood of success on the merits and the
21 results that could be obtained through further litigation.

22 29. Based on the foregoing data and their own independent investigation and evaluation,
23 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
24 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
25 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
26 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that
27 Counsel for both parties possessed sufficient information to make an informed judgment regarding
28

1 the likelihood of success on the merits and the results that could be obtained through further
2 litigation.

3
4 Class Certification Issues

5 30. Plaintiff contends that the proposed settlement meet all of the requirements for class
6 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
7 the Court may appropriately approve the Class as defined in the Agreement. This Court should
8 conditionally certify the Class for settlement purposes only, defined as follows:

9 All individuals who are or previously were employed by Defendant Pacific Western
10 Bank in California who were classified as hourly, non-exempt employees at any time
during the Class Period.

11 (Agreement at ¶ 1.5.)

12 The Class Period is from October 1, 2018 through November 3, 2022. (Agreement at ¶ 1.13.)

13 a. **Numerosity** - Here, Plaintiff asserts that the 1,415 current and former
14 employees that comprise the Class can be identified based on Defendant's records and are
15 sufficiently numerous for class certification.

16 b. **Common Issues Predominate** - Here, Plaintiffs contends that common
17 questions of law and fact are present, specifically the common questions of whether Defendant's
18 employment practices were lawful, whether Defendant failed to properly pay for all time worked,
19 whether Defendant failed to provide accurate wage statements as required by California law,
20 whether Defendant's conduct was willful, and whether the Class is entitled to compensation and
21 related penalties. Plaintiffs contend that certification of this Class is appropriate because
22 Defendant allegedly engaged in uniform practices with respect to the Class Members. As a result,
23 these common questions of liability could be answered on a class wide basis.

24 c. **Typicality** - In the instant case, Plaintiff contend that the typicality
25 requirement is fully satisfied. Plaintiff, like every other member of the Class, were employed by
26 Defendant as hourly, non-exempt employees, and, like every other member of the Class, was
27 subject to the same employment practices. Plaintiff, like every other member of the Class, also
28 claims owed compensation as a result of the Defendant's uniform policies and practices. Thus, the

1 claims of Plaintiff and the members of the Class arise from the same course of conduct by
2 Defendant, involve the same issues, and are based on the same legal theories. .

3 d. **Adequacy** - Plaintiff contends that the Class Members are adequately
4 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest
5 with other class members, and (b) will prosecute the case vigorously on behalf of the Class. This
6 requirement is met here. First, Plaintiff is well aware of his duties as the representative of the Class
7 and has actively participated in the prosecution of this case to date. Plaintiff effectively
8 communicated with Class Counsel, provided documents and information to Class Counsel, and
9 participated in the investigation and resolution of the Action. The personal involvement of the
10 Plaintiff was essential to the prosecution of the Action and the monetary settlement reached.
11 Second, Plaintiff retained competent counsel who are experienced in employment class actions and
12 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiff and those
13 of the Class. Both the Plaintiff and the Class Members seek monetary relief under the same set of
14 facts and legal theories.

15 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
16 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
17 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
18 experience. We have handled a number of class actions and complex cases and have acted both as
19 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
20 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
21 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
22 employment law class actions, including claims for misclassification, overtime, expense
23 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
24 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
25 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
26 adequate counsel by the courts throughout California. We have been approved as experienced class
27 counsel by both state and federal courts in California in contested class certification proceedings. A
28 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this

1 settlement is defined as “all individuals who were employed by Defendant in California, who were
2 classified as hourly, non-exempt employees, and who worked as Screening Associates, Team Lead
3 Screening Associates, or Shift Lead Screening Associates at any time during the Class Period.” I
4 have reviewed my firm’s cases and representation of other plaintiffs and there is no conflict or
5 representation which would prevent my firm from representing the interests of the Class this case.
6 My firm only represents employees, and not employers. My firm has never represented Defendant
7 nor any affiliate of the Defendant. My firm’s only interest in the subject matter of this litigation is
8 to ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class
9 and the claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of
10 other employees and classes as the claims are all against different and distinct employers. I can
11 think of no conflict that would arise in our representation of the Class and our adequate
12 representation of the Class is evidenced by the successful prosecution of the class claims to reach an
13 excellent recovery for the Class. Moreover, neither the Plaintiff nor Class Counsel have any
14 affiliation with the Administrator for this settlement. Thus, the adequacy requirement for my firm
15 is satisfied.

16 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
17 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
18 “A” to the Agreement.) The Class Notice will include, among other information: (i) information
19 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out,
20 including a description of the applicable release; (iii) information to the Class Members regarding
21 how to opt out and how to object to the Settlement; (iv) the estimated Individual Class Payment for
22 each of the Class Members; (iii) the amount of attorneys’ fees and expenses to be sought; (v) the
23 amount of the Plaintiff’s service award request; and (vi) the anticipated expenses of the
24 Administrator. The Class Notice will state that the Class Members shall have forty-five (45) days
25 from the date that the Notice is mailed to them (the “Response Deadline”) to request exclusion (opt-
26 out) or to submit an objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) Class Members shall be given the
27 opportunity to object to the Settlement and/or requests for attorneys’ fees and expenses and to
28 appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class Members who do not submit a

1 timely and proper request to opt-out will automatically receive a payment of their Individual Class
2 Payment. This notice program was designed to meaningfully reach the Class Members and it
3 advises them of all pertinent information concerning the Settlement.

4
5 33. The PAGA Claim -

6 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
7 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
8 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
9 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
10 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
11 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
12 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
13 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
14 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
15 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
16 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
17 class members." (LWDA Response at p.4).

18 b. **Valuation of the PAGA Claim.** For mediation, Plaintiffs' calculated the
19 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
20 \$1,662,550 and \$3,245,100 for a single violation in every one of the 32,451 pay periods at issue in
21 the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of
22 Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code
23 § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate
24 per pay period but without stacking.² The PAGA allocation in the Settlement is the amount of

25
26 ² Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of \$1,662,550 and \$3,245,100 is the civil penalty amount without stacking. If
28 stacking is permitted, then the valuation increases with each additional penalty added to each pay
period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed.

1 \$20,000. This allocation is justified by several important considerations. First, the PAGA claim
2 was subject to the same risks as the underlying class claims. Second, Defendant asserted additional
3 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.
4 Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and
5 I am aware of one Court which has so ruled. These additional defenses present a risk to the PAGA
6 claim and the potential that some or all of the PAGA penalties sought may not be awarded. Second,
7 in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which
8 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties
9 awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the
10 PAGA claim. Even if we assume that violations for all 32,451 pay periods were established, using
11 the valuation from *Carrington* results in a potential recovery of only \$162,255 under PAGA. This
12 means that the \$60,000 PAGA allocation is more than this potential PAGA recovery.

13 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
14 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
15 PAGA settlements as compared to the total settlement amount. A settlement that allocates
16 approximately 2% of the total settlement value to resolve PAGA claims is also supported by what
17 has been approved in other wage-and-hour class settlements. Indeed, Courts typically approve
18 PAGA settlement amounts in the range of between .27 to 1.7 percent of the total settlement. See
19 *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA Payment of
20 \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*, 2014 U.S.
21 Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5 million class
22 settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015) (PAGA
23 Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist Lexis
24 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of \$1,750,000
25 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011)
26 (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund settlement);
27 *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012) (approving PAGA
28 payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement); *Hopson v.*

1 *Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation that was
2 .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*, 10-cv-00324-AWI-SKO,
3 Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000, with \$10,000 allocated to
4 the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420 GAF (PLAx), Dkt. 139 & 141
5 (C.D. Cal.) (court approved a settlement in an amount of \$8.25 million, with \$82,500 allotted to the
6 PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class
7 settlement of \$2 million, with \$10,000 allocated to PAGA); *Martino v. Ecolab Inc.*, No.
8 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties or 0.48% of \$21,000,000
9 settlement amount); *East v. Comprehensive Educational Services Inc.*, Fresno Superior Court Case
10 No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or 0.13% of \$7,595,846
11 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage Company*, Los Angeles
12 Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA penalties or 0.22% of
13 \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No. 5:15CV01551 (C.D.
14 Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000 settlement amount);
15 *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017) (\$15,000 allotted as PAGA
16 penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM Mortgage Inc.*, Orange
17 County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as
18 PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San
19 Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties
20 or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino
21 Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of
22 \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino
23 Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of
24 \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No.
25 BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount);
26 *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA
27 penalties or 0.34% of \$1,450,000 settlement amount).

28 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the

1 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
2 reasonable, and at the time of final approval, my firm will present lodestar to further support the
3 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
4 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
5 of the class action awards obtained by Class Counsel in similar employment actions throughout the
6 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
7 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
8 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
9 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
10 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
11 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
12 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
13 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
14 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
15 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
16 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
17 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
18 third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker*
19 *Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian Walsh awarded Class
20 Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in
21 *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-
22 00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour
23 class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case
24 No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and
25 hour class settlement. On September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles
26 Superior Court Case No. JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee
27 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*
28 *Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a

one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On May 23, 2022, in *Ettedgui v. WB Studio Enterprises Inc.*, (United States District Court, Central District of California Case No. 2:20-cv-08053-MCS-JDE) Judge Mark C. Scarsi awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

35. Litigation Expenses - As of December 6, 2022, Blumenthal Nordrehaug Bhowmik De Blouw LLP has incurred litigation expenses of \$20,461.35. These litigation expenses include the expenses incurred for filing fees, deposition expenses, expert expenses, mediation expenses, Caseanywhere charges, attorney service charges (Knox, One Legal), Courtcall appearance expenses, and delivery charges, all of which are costs normally billed to and paid by the client. These costs were reasonably incurred by my firm in the prosecution of this matter and are set forth in detail in the contemporaneous billing records attached hereto as Exhibit #3.

36. Class Representative Service Payments - The reasonableness of the requested service award is also established by reference to the amounts that other California courts have found to be reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,

2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*

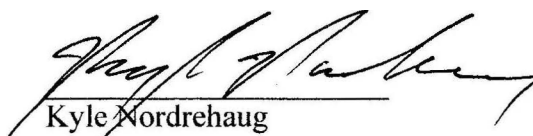
1 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
2 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
3 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
4 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
5 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
6 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*
7 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
8 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange
9 County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*
10 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
11 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
12 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
13 *Inductrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug.
14 1, 2018) (awarding \$10,000 service award).

15 37. Potentially Related Other Actions - I am unaware of any other related cases pending
16 against Defendant which would be impacted by this settlement. I have searched the LWDA
17 database which evidences that there was no other PAGA notice served (other than PAGA notices
18 served by my firm).

19 38. Administrator - The estimate from ILYM Group was selected, as it provided for an
20 estimated fee of \$21,550 to perform the settlement administration for a class of up to 1,500
21 individuals. The Declaration of Sean Hartranft from ILYM Group verifying this estimate is
22 submitted herewith.

23
24 I declare under penalty of perjury under the laws of the State of California that the foregoing
25 is true and correct. Executed this 7th day of December, 2022, at La Jolla, California.

26
27 By:


Kyle Nordrehaug

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Keelain Gonzalez (“Plaintiff”) and defendant Pacific Western Bank (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” means the Plaintiff’s lawsuits alleging wage and hour violations against Defendant captioned *Keelain Gonzalez v. Pacific Western Bank*, Case No. CIVSB2127657, initiated on September 29, 2021 and pending in Superior Court of the State of California, County of San Bernardino and *Keelain Gonzalez v. Pacific Western Bank*, Case No. CIVSB2127696, initiated on September 29, 2021 and pending in Superior Court of the State of California, County of San Bernardino.
- 1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant Pacific Western Bank in California who were classified as hourly, non-exempt employees at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant Pacific Western Bank in California who were classified as hourly, non-exempt employees at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and

related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from October 1, 2018 through the earlier of the date of an order approving Plaintiff’s motion for preliminary approval or November 3, 2022.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of San Bernardino.
- 1.17. “Defendant” means Pacific Western Bank.
- 1.18. “Defense Counsel means Aaron A. Buckley and Aaron J. Schu of Paul, Plevin, Sullivan

& Connaughton LLP.

- 1.19. “Effective Date” means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Two Million Six Hundred Thousand Dollars (\$2,600,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from July 26, 2022 through the earlier of the date of an order approving Plaintiff’s motion for preliminary approval or November 3, 2022.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s May 28, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties of \$60,000 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$15,000) and the 75% to LWDA (\$45,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Keelain Gonzalez, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all class claims pled or could have been pled based on the factual allegations contained in the Operative Complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period.

- 1.39. “Released PAGA Claims” means all PAGA claims pled or could have been pled based on the factual allegations contained in the Operative Complaint and PAGA Notice sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.
- 1.40. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means forty-five (45) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

- 2.1. On September 29, 2021, Plaintiff commenced this Action by filing a Representative Action Complaint against Defendant Pacific Western Bank in the Superior Court of the State of California, County of San Bernardino. Plaintiff’s Complaint asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”), Case No. CIVSB2127657.
- 2.2. On September 29, 2021, Plaintiff filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2127696. Plaintiff’s Class Action Complaint asserted claims that Defendant:
- (a) Violated California Business and Professions Code § 17200 et seq.;
 - (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;

- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226; and,
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203.

2.3. On November 8, 2022, Plaintiff filed a First Amended Complaint in this Action alleging the additional causes of action against Defendant as alleged in the Class Action Complaint, which effectively consolidated the two lawsuits in the Action.

2.4. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).

2.5. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.6. On July 28, 2022, the Parties participated in an all-day mediation presided over by Louis Marlin, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.7. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.8. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the

settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

- 2.9. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$2,600,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount which is currently estimated to be \$866,666, and a Class Counsel Litigation Expenses Payment of not more than \$22,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval

Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$25,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$25,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$60,000 to be paid from the Gross Settlement Amount, with 75% (\$45,000) allocated to the LWDA PAGA Payment and 25% (\$15,000) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$15,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 25% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage

Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists there are 1,415 Class Members who collectively worked a total of 126,471 Workweeks and 1,064 Aggrieved Employees who worked a total of 32,451 PAGA Pay Periods through July 28, 2022 (which was the date of mediation).
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 15 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage

prepaid. The face of each check shall prominently state the “void date”, which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Participating Class Member’s or Aggrieved Employee’s check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

(a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

7.1. Defendant's Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In

this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

- 7.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vii) a redlined version of the Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement
- 7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the

Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports

must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- (e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1 above. If the number of Workweeks is understated for the entire Class Period by more than 10%, then the Gross Settlement Amount will be increased proportionately if the actual number of Workweeks in the Class Period is more than 10% of the estimate stated herein in paragraph 4.1. For example, if the number of Workweeks is 11% higher, the Gross Settlement Amount will increase by 1%.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator

sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to

immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Aaron A. Buckley
Aaron J. Schu
Paul, Plevin, Sullivan & Connaughton LLP
101 West Broadway, Ninth Floor
San Diego, CA 92101-8285
Tel.: (619) 237-5200
Fax: (619) 615-0700
E-Mail: abuckley@paulplevin.com
aschu@paulplevin.com

- 13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on July 28, 2022 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.
- 13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Dec 1, 2022

Keelain Gonzalez

Keelain Gonzalez (Dec 1, 2022 23:51 PST)

Plaintiff Keelain Gonzalez

Dated: _____

[name]

For Defendant Pacific Western Bank

Dated: 12/2/22

Kyle Nordrehaug

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Attorney for Plaintiff

Dated: _____

Aaron A. Buckley

Paul, Plevin, Sullivan & Connaughton LLP

Attorney for Defendant

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Keelain Gonzalez

Dated: 12.02.22

Rebecca Cordes
Rebecca Cordes
EVP, Director of Human Resources
For Defendant Pacific Western Bank

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 12/1/2022

Aaron A. Buckley
Aaron A. Buckley
Paul, Plevin, Sullivan & Connaughton LLP
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

**(Gonzalez v. Pacific Western Bank, Superior Court of the State of California,
County of San Bernardino, Case No. CIVSB2127657)**

YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. Your estimated Individual Class Payment is: \$<< ___>>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. However, if you are an Aggrieved Employee who requests exclusion, you will still receive a small amount as your share of the PAGA Penalties described below. Instructions are set forth in Section 7 below.
Object	Write to the Court about why you do not agree with the Settlement, and/or appear at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned lawsuit pending in the Superior Court of the State of California, in and for the County of San Bernardino (the “Court”) has been reached between Plaintiff Keelain Gonzalez (“Plaintiff”) and Defendant Pacific Western Bank (“Defendant”). The Court has granted preliminary approval of the Settlement and ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or previously were employed by Defendant Pacific Western Bank in California who were classified as hourly, non-exempt employees at any time during the Class Period.

The Class Period is from October 1, 2018 through November 3, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

2. What is this class action lawsuit about?

On September 29, 2021, Plaintiff commenced this Action by filing a Representative Action Complaint against Defendant Pacific Western Bank in the Superior Court of the State of California, County of San Bernardino. Plaintiff's Complaint asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA"), Case No. CIVSB2127657 (the "Action").

On September 29, 2021, Plaintiff filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2127696, alleging the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide expense reimbursement, failure to provide accurate itemized wage statements, and failure to pay all wages due at the time of separation from employment.

As part of the Settlement, on November 8, 2022, Plaintiff filed a First Amended Complaint in this Action alleging the additional causes of action against Defendant as alleged in the Class Action Complaint, which effectively consolidated the two lawsuits in the Action. The First Amended Complaint is the "Operative Complaint" in the Action.

The Court has not decided whether Defendant or Plaintiff are correct. Plaintiff would have still had to prove his claims at a trial on a class-wide basis. Defendant denies and disputes all such claims and asserts that it has no liability to Plaintiff or any of the Class Members. However, to avoid additional expense, inconvenience, and risks of continued litigation, the parties have concluded that it is in their respective best interests and the interests of the Class Members to settle the Action on the terms summarized in this Notice. The Settlement was reached after arms-length non-collusive negotiations between the parties. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Settlement was a fair, reasonable and adequate way to resolve the disputed claims.

Plaintiff and Class Counsel support this Settlement, finding it fair, adequate, reasonable, and in the best interests of the Class Members. Among the reasons for support are the defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, the potential for the Court to deny certification of the class, and the delays and uncertainties associated with litigation.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Million Six Hundred Thousand Dollars (\$2,600,000) (the “Gross Settlement Amount”) to fund the settlement of this Action. The Gross Settlement Amount includes the Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.

The Court has approved **ILYM Group Inc.**, to act as the “Administrator.” Within fifteen (15) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. Fourteen (14) days after the Settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members. The “Effective Date” means the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is affirmed and is no longer subject to appeal.

Amounts to be Deducted From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”):

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$25,000, for expenses, including, without limitation, expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Individual Class Payments and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not more than one-third (1/3) of the Gross Settlement Amount which is currently estimated to be \$866,666, and an additional amount to reimburse actual litigation costs incurred by Class Counsel, not to exceed \$22,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class Members on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. Accordingly, Class Counsel will request up to these amounts to be paid from the Gross Settlement Amount, subject to the Court’s final approval.
- Class Representative Service Payment. Class Representative Service Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. Plaintiff will request this Class Representative Service Payment, but the amount they ultimately receive is subject to the Court’s final approval.
- PAGA Penalties. The PAGA Penalties of \$60,000 relating to the claim for penalties under the Private Attorney Generals Act (“PAGA”), with 75% (\$45,000) allocated to the LWDA PAGA Payment and 25% (\$15,000) allocated to the Individual PAGA Payments

to be distributed to the Aggrieved Employees on their respective pay periods worked during the PAGA Period, which is July 26, 2022 through November 3, 2022. “Aggrieved Employees” are all individuals who are or previously were employed by Defendant Pacific Western Bank in California who were classified as hourly, non-exempt employees at any time during the PAGA Period. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$15,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. PAGA Penalties shall be allocated to all Aggrieved Employees regardless of whether they request exclusion. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

Calculation of Payments to Class Members. After all of the payments of the court-approved Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to Participating Class Members as Individual Class Payments. The Net Settlement Amount is estimated to be at least \$_____, based upon the above proposed deductions. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. Workweeks shall be based upon Defendant’s payroll records, but Class Members will have the right to challenge the number of workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself by completing a signed Request for Exclusion, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty-five percent (25%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Seventy-five percent (75%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members will release Defendant and the other Released Parties from any and all “Released Class Claims.” The “Released Class Claims” are all class claims pled or could have been pled based on the factual allegations contained in the Operative Complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period.

The “Released Parties” are Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Defendant and the other Released Parties shall receive a release from the Aggrieved Employees and the State of California of all PAGA claims pled or could have been pled based on the factual allegations contained in the Operative Complaint and PAGA Notice sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period (“Released PAGA Claims”). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

5. How much will my payment be?

Defendant’s records reflect that you worked <<____>> Workweeks for Defendant as Class Member during the Class Period. The Class Period is October 1, 2018 through November 3, 2022.

Based on this information, your estimated Individual Class Payment is <<____>>.

If you wish to challenge the Workweek information set forth above, then you must submit a written, signed dispute challenging the information along with any supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ **[the Response Deadline]**.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. It is your responsibility to ensure that the Administrator has your current address on file, or you may not receive

important information or a settlement payment. The Administrator is: ILYM Group
_____ (800) _____.

The Court will hold a Final Approval Hearing on _____, at _____ to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately one month after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by the Class portion of the Settlement which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless whether they submit a request for exclusion.

To opt out, you must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than _____ [Response Deadline]. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. The Request for Exclusion must state the name and number of the case, which is *Gonzalez v. Pacific Western Bank*, Case No. CIVSB2127657. The Request for Exclusion must be signed by you. No other person may opt-out for a living member of the Class. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

The address for the Administrator is _____, fax _____, email _____.

By filing a timely Request for Exclusion, you will no longer be a Class Member, and will receive no benefits from the Settlement. Any Request for Exclusion Request for Exclusion that is not postmarked by _____ [Response Deadline], or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service award, either in writing or in person. Objections that are in writing must state the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Gonzalez v. Pacific Western Bank*, in the Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2127657.

All written objections must be sent to the Administrator send the Administrator, by fax, email, or mail at [REDACTED] by no later than [REDACTED] [Response Deadline]. Any Class Member who does not request exclusion may, if the member so desires, enter an appearance through their own counsel

Class Members who file a written objection may appear at the Final Approval Hearing on [REDACTED] at [REDACTED] to make an oral objection. Remote appearances at the hearing are allowed. To appear at the hearing, contact CourtCall (888-882-6878 or www.courtcall.com) to schedule a remote appearance. You may contact Class Counsel if you need assistance to appear at the hearing or have questions.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment. Any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED], at the San Bernardino County Superior Court located at 247 W. 3rd St. San Bernardino, CA 92415, in Department S26 before Judge David Cohn. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely. Please see the most current information about the hearing at the Court's website at <https://www.sb-court.org/>.

10. How do I get more information about the Settlement?

You may call the Administrator at [REDACTED] or write to *Gonzalez v. Pacific Western Bank* Administrator, c/o [REDACTED]. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by contacting Class Counsel or by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Gonzalez v. Pacific Western Bank*. You may also contact Class Counsel directly. The contact information for Class Counsel is as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for the Defendant is:

Aaron A. Buckley

Aaron J. Schu

Paul, Plevin, Sullivan & Connaughton LLP

101 West Broadway, Ninth Floor

San Diego, CA 92101-8285

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may get more details by examining the Court's file on the Court Access website for the California Superior Court for the County of San Bernardino (<https://cap.sb-court.org/login>) and entering the Case No. CIVSB2127657.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. The expiration date will be printed on the check. The Settlement Administrator shall pay all unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the individual who did not cash their check. Funds can be claimed by such individuals by submitting a claim at www.claimit.ca.gov or by calling 800-992-4647.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

KEELAIN GONZALEZ, on behalf of himself and
on behalf of all persons similarly situated, and on
behalf of the State of California, as a private
attorney general,

Plaintiffs,

vs.

PACIFIC WESTERN BANK, a California
Corporation; DOES 1 through 50,
inclusive,

Defendants.

Case No. CIVSB2127657

Related Case: CIVSB2127696

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. David Cohn
Dept: S26

Action Filed: September 29, 2021
Trial Date: Not Set

On _____, this Court conducted a hearing on the Motion for Preliminary Approval
of Class Action Settlement (the "Motion") by Plaintiff Keelain Gonzalez ("Plaintiff"). Having
considered the Motion and the points and authorities and declaration submitted in support of the
Motion, including the Class Action and PAGA Settlement Agreement ("Agreement" or

PRELIMINARY APPROVAL ORDER

1 “Settlement”) and exhibits, and **GOOD CAUSE** appearing, **IT IS HEREBY ORDERED** that the
2 Motion is **GRANTED**, subject to the following findings and orders:.

3 1. This Order incorporates by reference the definitions in the Agreement, and all
4 terms defined therein shall have the same meaning as set forth in the Agreement.

5 2. The class action settlement set forth in the Agreement, entered into among the
6 Parties and their counsel, is preliminarily approved as it appears to be proper, to fall within the
7 range of reasonableness, to be the product of arm’s-length and informed negotiations, to treat all
8 Class Members fairly, and to be presumptively valid, subject only to any objections that may be
9 raised at or before the final approval hearing. The Court further finds that Class Counsel
10 conducted sufficient investigation and research, and that they were able to reasonably evaluate
11 Plaintiff’s position and the strengths and weaknesses of their claims and the ability to certify them.
12 Plaintiff has provided the Court with enough information about the nature and magnitude of the
13 claims being settled, as well as the impediments to recovery, to make an independent assessment
14 of the reasonableness of the terms to which the parties have agreed.

15 3. The Gross Settlement Amount Two Million Six Hundred Thousand Dollars
16 (\$2,600,000). It appears to the Court on a preliminary basis that the Gross Settlement Amount and
17 terms are fair, adequate and reasonable as to all potential Class Members when balanced against
18 the probable outcome of further litigation and the significant risks relating to certification, liability
19 and damages issues. It further appears that investigation and research have been conducted such
20 that counsel for the Parties are able to reasonably evaluate their respective positions. It further
21 appears to the Court that settlement at this time will avoid substantial additional costs by all
22 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of
23 the Action. It further appears that the Settlement has been reached as the result of serious and
24 non-collusive, arms-length negotiations. The Court therefore preliminarily finds that the
25 Settlement is fair, adequate, and reasonable when balanced against the probable outcome of
26 further litigation and the significant risks relating to certification, liability, and damages issues.

1 4. The rights of any potential dissenters to the proposed Settlement are adequately
2 protected in that they may exclude themselves from the Settlement and proceed with any alleged
3 claims they may have against Defendant Pacific Western Bank (“Defendant”), or they may object
4 to the Settlement and appear before this Court. However, to do so they must follow the procedures
5 outlined in the Agreement and Notice of Class Action Settlement and Hearing Date for Final
6 Court Approval (“Class Notice”).

7 5. The Agreement specifies for an attorneys’ fees award not to exceed one-third (1/3)
8 of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$22,000,
9 and proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
10 \$10,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
11 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence
12 supporting these requests, including lodestar, prior to final approval.

13 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to
14 certification of a class for settlement purposes only. This stipulation will not be deemed
15 admissible in this or any other proceeding should this Settlement not become final. For settlement
16 purposes only, the Court conditionally certifies the following Class: “all individuals who are or
17 previously were employed by Defendant Pacific Western Bank in California who were classified
18 as hourly, non-exempt employees at any time during the Class Period.” The Class Period is from
19 October 1, 2018 through November 3, 2022.

20 7. The Court concludes that, for settlement purposes only, the Class meets the
21 requirements for certification under section 382 of the California Code of Civil Procedure in that:
22 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
23 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
24 community of interest amongst the members of the Class with respect to the subject matter of the
25 litigation; (c) the claims of Plaintiff are typical of the claims of the members of the Class; (d)
26 Plaintiff can fairly and adequately protect the interests of the members of the Class; (e) a class
27 action is superior to other available methods for the efficient resolution of this controversy; and (f)

1 counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate
2 representatives of the Class.

3 8. The Court provisionally appoints Plaintiff as the representatives of the Class. The
4 Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel
5 for the Class.

6 9. The Court hereby approves, as to form and content, the Notice of Class Action
7 Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached to the Agreement
8 as Exhibit A. The Court finds that the Class Notice appears to fully and accurately inform the
9 Class of all material elements of the proposed Settlement, of the Class Members’ right to be
10 excluded from the Class by submitting a signed Request for Exclusion, and of each member’s
11 right and opportunity to object to the Settlement.

12 10. The Court finds that the method selected for communicating the preliminary
13 approval of the Agreement to Class Members is the best notice practicable under the
14 circumstances, constitutes due and sufficient notice to all persons entitled to notice, and thereby
15 satisfies due process. The form and method of giving notice complies fully with the requirements
16 of California Code of Civil Procedure § 382, California Rules of Court §§ 3.766 and 3.769, the
17 California and United States Constitutions, and other applicable law. The Court orders the
18 mailing of the Class Notice by first class mail, pursuant to the terms set forth in the Agreement.

19 11. The Court hereby appoints ILYM Group as Administrator.

20 12. No later than 15 days after the Court enters the Order Granting Preliminary
21 Approval of the Settlement, Defendant will provide to the Administrator an electronic database
22 containing each Class Member’s Class Data. No later than 14 court days after receiving the Class
23 Data, the Administrator will mail the Class Notice to all Class Members via first-class regular U.S.
24 Mail using the mailing address information provided by Defendant, unless modified by any
25 updated address information that the Administrator obtains in the course of administration of the
26 Settlement.

1 13. The Court hereby preliminarily approves the proposed procedure for exclusion
2 from the Settlement. The rights of any potential dissenters to the proposed Settlement are
3 adequately protected in that they may exclude themselves from the Settlement and proceed with
4 any alleged claims they may have against Defendant, or they may object to the Settlement and
5 appear before this Court. However, to do so they must follow the procedures outlined in the
6 Agreement and Class Notice.

7 14. Any Class Member who has not opted out may object or express the Member's
8 views regarding the Settlement, and may present evidence and file briefs or other papers that may
9 be proper and relevant to the issues to be heard and determined by the Court as provided in the
10 Notice. Class Members will have until the Response Deadline to submit their written objections
11 and/or a notice of intention to appear at the hearing to the Administrator in accordance with the
12 instructions in the Class Notice. Any Class Member who does not timely and validly file written
13 Objections and a notice of intent to appear shall not be permitted to present his, her, or its
14 Objections at the Final Approval and Fairness Hearing.

15 15. A Final Approval Hearing shall be held before this Court on _____
16 _____ at _____ in Department 26 of the San Bernardino County Superior Court to
17 determine all necessary matters concerning the Settlement, including: whether the proposed
18 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
19 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
20 Order and Judgment should be entered herein; whether the plan of allocation contained in the
21 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
22 finally approve attorneys' fees and costs, the service award, and the expenses of the Administrator.
23 Plaintiff's motion for final approval and Plaintiff's motion for attorneys' fees, costs and service
24 awards shall both motions shall be heard at the Final Approval Hearing. All papers in support of
25 the motion for final approval and the motion for attorneys' fees, costs and service awards shall be
26 filed with the Court and served on all counsel no later than sixteen (16) court days before the
27 hearing.

16. An implementation schedule is below:

Event	Date
Defendant to provide Class Data information to Administrator	<i>[15 days after Order Granting Preliminary Approval]</i>
Administrator to mail the Class Notice to the Class Members	<i>[14 days after receiving the Class Data from Defendant]</i>
Deadline for Class Members to submit disputes, opt out, or object to the settlement	<i>[45 calendar days after the date of mailing of the Class Notice]</i>
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement	<i>[16 court days before the hearing on Motion for Final Approval]</i>
Hearing on Motion for Final Approval	<i>[to be set by the Court in paragraph 15 above]</i>

17. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way that the claims asserted have any merit or that this Action was properly brought as a class or representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

18. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement,

PRELIMINARY APPROVAL ORDER

1 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
2 including all available defenses and affirmative defenses, and arguments that any claim in the
3 Action could not be certified as a class action and/or managed as a representative action. In such
4 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
5 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
6 the Agreement with respect to the effect of the Agreement if it is not approved.

7 19. The Court reserves the right to adjourn or continue the date of the Final Approval
8 Hearing and all dates provided for in the Agreement without further notice to Class Members, and
9 retains jurisdiction to consider all further applications arising out of or connected with the
10 proposed Settlement.

11 20. Pending the Final Approval Hearing, all proceedings in this action other than
12 proceedings necessary to carry out or enforce the terms and conditions of the Agreement and the
13 Order, are stayed and all trial and related pre-trial dates are vacated, subject to further orders of the
14 Court at the Final Approval Hearing.

15 **IT IS SO ORDERED.**

16 Dated: _____

17 _____
18 HON. DAVID COHN
19 JUDGE, SUPERIOR COURT OF CALIFORNIA
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EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

KEELAIN GONZALEZ, on behalf of himself and
on behalf of all persons similarly situated, and on
behalf of the State of California, as a private
attorney general,

Plaintiffs,

vs.

PACIFIC WESTERN BANK, a California
Corporation; DOES 1 through 50,
inclusive,

Defendants.

Case No. CIVSB2127657

Related Case: CIVSB2127696

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. David Cohn
Dept: S26

Action Filed: September 29, 2021
Trial Date: Not Set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiff Keelain Gonzalez (“Plaintiff”) for an order finally approving the
2 Class Action Settlement Agreement (“Agreement”) with Defendant Pacific Western Bank
3 (“Defendant”), and the motion for attorneys’ fees and costs, service payment, duly came on for
4 hearing on _____ before the Honorable David Cohn.

5
6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of San Bernardino, and over all Parties to this
13 litigation, including the Class.

14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Two Million Six Hundred
16 Thousand Dollars (\$2,600,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.

18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

25 5. On _____, the Court entered the order granting preliminary approval of the
26 Settlement (“Preliminary Approval Order”). In this Preliminary Approval Order, the Court
27 approved conditional certification of the Class for settlement purposes only.

1 wage and hour class actions. There has been no collusion between the parties in reaching the
2 proposed settlement.

3 b. Plaintiff's investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for the Parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. ____
8 objections were received. _____ requests for exclusion were received.

9 e. The participation rate was high. _____ Class Members will be mailed a
10 settlement payment, representing ____% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$_____ for attorneys' fees, representing one-third (1/3) of
20 the Gross Settlement Amount, and \$_____ for litigation costs and expenses, is
21 reasonable and adequate, in light of the contingent nature of Class Counsel's fee, the hours worked
22 by Class Counsel, and the results achieved by Class Counsel. The requested award is cross-checks
23 by reference to Class Counsel's lodestar.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$10,000 to Plaintiff, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$_____ to the Plaintiff is reasonable in light

1 of the risks and burdens undertaken by the Plaintiff in the litigation, for the time and effort in
2 bringing and prosecuting this matter on behalf of the Class, and for the execution of a general
3 release.

4 **Administration Expenses Payment**

5 13. The Administrator shall calculate and administer the payment to be made to the
6 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
7 Class Representative Service Payment to the Plaintiff, distribute the PAGA Penalties, issue any
8 required tax reporting forms, calculate withholdings and perform the other remaining duties set
9 forth in the Agreement. The Administrator has documented \$ _____ in fees and expenses, and
10 this amount is reasonable in light of the work performed by the Administrator.

11 **PAGA Penalties**

12 14. The Agreement provides for a PAGA Penalties payment out of the Gross
13 Settlement Amount of \$60,000, which shall be allocated \$45,000 to the LWDA as the LWDA
14 PAGA Payment and \$15,000 to be distributed to the Aggrieved Employees based on their
15 respective PAGA Pay Periods. "Aggrieved Employees" are all individuals who are or previously
16 were employed by Defendant Pacific Western Bank in California who were classified as hourly,
17 non-exempt employees at any time during the PAGA Period, which is July 26, 2022 through
18 November 3, 2022. The PAGA Payment shall be allocated to all Aggrieved Employees regardless
19 of whether they request exclusion. The PAGA Payment is fair, reasonable and adequate.

20
21 **II.**

22 **ORDERS**

23 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

24 1. The certification of the Class for the purposes of settlement is confirmed. The
25 Class is defined as follows:

26 All individuals who are or previously were employed by Defendant Pacific
27 Western Bank in California who were classified as hourly, non-exempt employees
28 at any time during the Class Period.

FINAL APPROVAL ORDER AND JUDGMENT

The Class Period is from October 1, 2018 through November 3, 2022.

2. All persons who meet the foregoing definition are members of the Class, except for those individuals who timely submitted a signed Request for Exclusion (“opt out”) from the Class. **[INSERT REFERENCE TO IDENTIFY ANY OPT OUTS]**.

3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class.

4. Class Counsel are awarded attorneys' fees in the amount of \$_____ and costs in the amount of \$_____, which shall be distributed in accordance with the Agreement. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff or members of the Class.

5. The payment of the Class Representative Service Payment in the amount of \$_____ to the Plaintiff is approved and is to be distributed in accordance with the Agreement.

6. The payment of \$ _____ to the Administrator for their fees and expenses is approved and is to be distributed in accordance with the Agreement.

7. The PAGA Payment of \$60,000 is approved and is to be distributed in accordance with the Agreement.

8. The Agreement and this Settlement are not an admission by Defendant, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval

1 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
2 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
3 theory of claim or issue preclusion or similar defense as to the Released Class Claims.

4 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
5 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Judgment shall be
6 posted on Class Counsel's website as set forth in the Class Notice. It shall not be necessary to
7 send notice of entry of this Final Approval Order and Judgment to individual Class Members.

8 10. If the Agreement does not become final and effective in accordance with the terms
9 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
10 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
11 revert to their respective positions as of before entering into the Agreement, and expressly reserve
12 their respective rights regarding the prosecution and defense of this Action, including all available
13 defenses and affirmative defenses, and arguments that any claim in the Action could not be
14 certified as a class action and/or managed as a representative action.

15 11. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
16 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
17 Administrator no later than 15 days after the Effective Date. Neither Defendant nor any of the
18 Released Parties shall have any further liability for costs, expenses, interest, attorney's fees, or for
19 any other charge, expense or liability, except as provided by the Agreement.

20
21 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

22 1. Final judgment is hereby entered in conformity with the Agreement and this
23 Court's Preliminary Approval Order. This document shall constitute a final judgment pursuant to
24 California Rule of Court 3.769(h).

25 2. Except as set forth in the Agreement and this Final Approval Order and Judgment,
26 Plaintiff, and all members of the Class, shall take nothing in the Action.

1 3. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
2 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
3 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
4 arising from or in connection with the distribution of settlement benefits.

5 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
6 provided in the Agreement and in this Final Approval Order and Judgment.

7 5. Effective on the date when Defendant fully funds the entire Gross Settlement
8 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
9 Payments, all Participating Class Members will release Defendant and the other Released Parties
10 from any and all "Released Class Claims". The "Released Class Claims" are all class claims pled
11 or could have been pled based on the factual allegations contained in the Operative Complaint
12 which occurred during the Class Period, and expressly excluding all other claims, including claims
13 for vested benefits, wrongful termination, unemployment insurance, disability, social security,
14 workers' compensation, and class claims outside of the Class Period. The "Released Parties" are
15 Defendant and each of its former and present directors, officers, shareholders, owners, attorneys,
16 insurers, predecessors, successors, assigns and subsidiaries.

17 6. Effective on the date when Defendant fully funds the entire Gross Settlement
18 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
19 Payments, Defendant and the other Released Parties shall receive a release from the Aggrieved
20 Employees and the State of California of all PAGA claims pled or could have been pled based on
21 the factual allegations contained in the Operative Complaint and PAGA Notice sent by Plaintiff
22 that occurred during the PAGA Period as to the Aggrieved Employees, and expressly excluding all
23 other claims, including claims for vested benefits, wrongful termination, unemployment insurance,
24 disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period
25 ("Released PAGA Claims"). The release of the Released PAGA Claims shall be effective as to all
26 Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an
27 exclusion from the Class.

1 7. Effective on the date when Defendant fully funds the entire Gross Settlement
2 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
3 Payments, Plaintiff generally, fully and finally releases and discharges the Released Parties from
4 any and all the Plaintiff's Released Claims, as more fully set forth in the Agreement.

5 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

6
7 Dated: _____

8
9 HON. DAVID COHN
JUDGE, SUPERIOR COURT OF CALIFORNIA

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

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FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

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#94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services – Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v.

Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

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DECEMBER 6, 2022

KEELAIN GONZALEZ

RE: PACIFIC WESTERN BANK
FILE NUMBER: CA2413.001

COSTS ADVANCED

05/28/21	PAGA FILING FEE	75.00
11/05/21	FILING/ONE LEGAL FEE	1,603.45
11/10/21	COURT FEE FOR PULLING DOCUMENT	3.50
11/12/21	COURT FEE FOR PULLING DOCUMENT	3.50
11/17/21	ONE LEGAL FEE/FILING FEE	537.91
11/30/21	MESSENGER - KNOX	113.75
11/30/21	MESSENGER - KNOX	1,100.00
11/30/21	MESSENGER - KNOX	118.35
11/30/21	MESSENGER - KNOX	142.75
11/30/21	MESSENGER - KNOX	1,213.75
12/22/21	[CLASS] ONE LEGAL E-FILING - OPPOSITION TO NOTICE OF RELATED CASE.	69.49
12/27/21	FILING FEE/ONELEGAL FEE	108.35
12/27/21	FILING FEE/ONELEGAL FEE	108.35
02/02/22	COURTCALL HEARING RE CASE MANAGEMENT CONFERENCE.	94.00
02/09/22	DOCUMENT RETRIEVAL FEE.	3.00
02/09/22	DOCUMENT RETRIEVAL FEE.	6.00
02/18/22	APPEARANCE FEE FOR CMC.	94.00

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
03/14/22	MEDIATION FEES - LOUIS MARLIN.	7,000.00
04/13/22	DOCUMENT RETRIEVAL FEE.	2.00
05/03/22	FILING FEE FOR CASE MANAGEMENT STATEMENT.	115.05
05/10/22	CASE ANYWHERE	174.30
05/10/22	CASE ANYWHERE	152.55
05/10/22	APPEARANCE FEE FOR CMC.	<u>94.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 12,933.05</u>
TOTAL CURRENT CHARGES		<u>\$ 12,933.05</u>

Activities Export

12/06/2022
4:08 PM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/01/2022	\$	filing via OneLegal ● Unbilled	CA2413 Pacific Western Bank	Victoria Rivapalacio	1.00	\$116.08	-	\$116.08
07/01/2022	\$	filing via OneLegal ● Unbilled	CA2413 Pacific Western Bank	Victoria Rivapalacio	1.00	\$116.08	-	\$116.08
08/07/2022	\$	Case Anywhere Fee ● Unbilled	CA2413 Pacific Western Bank	Chrystal Johnson	1.00	\$135.00	-	\$135.00
08/07/2022	\$	Case Anywhere Fee ● Unbilled	CA2413 Pacific Western Bank	Chrystal Johnson	1.00	\$135.00	-	\$135.00
08/10/2022	\$	OneLegal filing fee. ● Unbilled	CA2413 Pacific Western Bank	Andrew Ronan	1.00	\$72.07	-	\$72.07
08/10/2022	\$	OneLegal filing fee. ● Unbilled	CA2413 Pacific Western Bank	Andrew Ronan	1.00	\$72.07	-	\$72.07
08/14/2022	\$	Berger Consulting Group ● Unbilled	CA2413 Pacific Western Bank	Chrystal Johnson	1.00	\$6,500.00	-	\$6,500.00
08/25/2022	\$	CourtCall appearance fee. ● Unbilled	CA2413 Pacific Western Bank	Andrew Ronan	1.00	\$94.00	-	\$94.00
11/09/2022	\$	Case Anywhere Fee ● Unbilled	CA2413 Pacific Western Bank	Chrystal Johnson	1.00	\$147.00	-	\$147.00
11/09/2022	\$	Case Anywhere Fee ● Unbilled	CA2413 Pacific Western Bank	Chrystal Johnson	1.00	\$141.00	-	\$141.00
							\$0.00 0.00h	\$7,528.30 0.00h