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Attorneys for Plaintiff RAGINI MAL,
individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

RAGINI MAL, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

BANK OF THE WEST and DOES 1-50,
inclusive,

Defendants

Case No. 30-2022-01251706-CU-OE-CXC
Case No. 30-2022-01262144-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:
Honorable Melissa R. McCormick, Dept.
CX105

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT;
JUDGMENT**

Date: February 26, 2026
Time: 2:00 PM
Dept.: CX105

1 This matter came on for hearing on February 26, 2026 at 2:00 PM. in Department CX105
2 of the above-captioned Court on Plaintiff's Motion for Final Approval of Class and PAGA
3 Action Settlement, attorneys' fees and costs, Service Enhancement Payment, administration
4 costs, PAGA payment and Judgment. For purposes of this Order and Judgment, the Court refers
5 to all defined terms (i.e. terms with initial capitalization) as set forth in the Amended Class And
6 PAGA Action Settlement Agreement, along with amendments 1 and 2 ("Settlement
7 Agreement"). Having received and considered the Settlement Agreement, the supporting papers
8 filed by the Parties, and the evidence and argument received by the Court in conjunction with the
9 Motion for Preliminary Approval of Class Action Settlement, and the instant Plaintiff's
10 Unopposed Motion for Final Approval, Attorneys' Fees, Costs, Service Enhancement Payment,
11 Administration Costs, and Entering of Final Judgment, the Court grants final approval of the
12 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

13 1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all
14 members of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the
15 Settlement, of their right to receive their proportional Individual Settlement Payment, of their right
16 to request exclusion from the Class and the Settlement, of their right to comment upon or object
17 to the Settlement and to appear in person or by counsel at the final approval hearing and of the
18 date set for the Final Approval hearing. Adequate periods of time were provided by each of these
19 procedures.

20 2. In response to the Notice, no members objected and one member requested
21 exclusion. There are no outstanding disputes regarding the Settlement.

22 3. The Court finds and determines that this notice procedure afforded adequate
23 protections to Class Members and provides the basis for the Court to make an informed decision
24 regarding approval of the Settlement based on the Class Members' response. The Court finds and
25 determines that the Notice provided in the Action was the best notice practicable, which satisfied
26 the requirements of law and due process.

27 4. The Court further finds and determines that the terms of the Settlement are fair,
28 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered

1 finally approved, and that all terms and provisions of the Settlement Agreement should be and
2 hereby are ordered to be consummated.

3 5. The Court has certified a Class, as those terms are defined in and by the terms of
4 the Settlement Agreement, and the Court deems this definition sufficient for purposes of California
5 Rule of Court 3.765(a).

6 6. The Court hereby approves the terms set forth in the Settlement Agreement and
7 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties
8 to effectuate the Settlement according to its terms. The Court finds that the Settlement was reached
9 as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral
10 mediator. The Court further finds that the Parties conducted extensive investigation, research, and
11 discovery and that their attorneys were able to reasonably evaluate their respective positions. The
12 Court also finds that Settlement will enable the Parties to avoid additional and potentially
13 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
14 case. The Court has reviewed the monetary recovery provided as part of the Settlement and
15 recognizes the significant value accorded to the Class.

16 7. The Court hereby confirms James Hawkins, APLC, as Class Counsel in this action.

17 8. The Court hereby confirms Plaintiff RAGINI MAL as the Class Representative in
18 this action.

19 9. The Court finds and determines that the Gross Settlement Amount of \$395,000,
20 plus a proportionate amount of any employer side payroll taxes, is fair and reasonable.

21 10. The Court finds and determines that the individual settlement payments to Class
22 Members provided for by the terms of the Settlement to be paid to the Class are fair and reasonable.
23 The Court hereby gives final approval to and orders the payment of those amounts be made to the
24 Participating Class Members in accordance with the terms of the Settlement Agreement.

25 11. The Court finds and determines that the \$40,000.00 PAGA Payment for alleged
26 civil penalties in this case, of which the Labor and Workforce Development Agency ("LWDA")
27 shall receive 75%, or \$30,000.00, with the remaining \$10,000.00 of the PAGA Payment payable
28

1 directly to Aggrieved Employees, is fair, reasonable, and appropriate. The Court hereby gives final
2 approval to and orders that the PAGA Payment be paid in accordance with the Settlement.

3 12. The Court finds and determines the Service Enhancement Payment in the sum of
4 \$5,000.00 to Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make
5 this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement
6 Agreement.

7 13. The Court finds and determines that the payment to be paid to the Settlement
8 Administrator, APEX Class Administration in the sum of \$7,000.00 for its fees and expenses
9 incurred is fair and reasonable. The Court hereby orders the Administrator to make this payment
10 to itself in accordance with the terms of the Settlement Agreement.

11 14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
12 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
13 \$118,500.00 and litigation costs of \$14,771.48. The Court finds such amounts to be fair and
14 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
15 accordance with the terms of the Settlement Agreement.

16 15. Neither Defendant nor any related persons or entities shall have any further liability
17 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except
18 as provided for by the Settlement Agreement.

19 16. The Settlement Agreement and the terms set forth therein, is not an admission by
20 Defendants or any of the Released Parties, nor is this Order a finding of the validity of any
21 allegations or of any wrongdoing by Defendants. Neither this Order, the Settlement Agreement,
22 nor any document referred to herein, nor any action taken to carry out the Settlement Agreement,
23 may be used as an admission of any fault, wrongdoing, omission, concession, or liability
24 whatsoever by or against Defendants and/or the Released Parties. The entering into or carrying out
25 of this Settlement Agreement, and any negotiations or proceedings related thereto, shall not in any
26 event be construed as, or deemed to be evidence of, an admission or concession with regard to the
27 denials or defenses by Defendants, or any of the other Released Parties, and shall not be offered in
28 evidence in any action or proceeding in any court, administrative agency or other tribunal for any

1 purpose whatsoever other than to enforce the provisions of this Order, the Settlement Agreement,
2 the release by Plaintiff, Participating Class Members and Aggrieved Employees, or any related
3 agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in
4 this Action, or submit in any other proceeding, this Order, ultimate Judgment and/or the Settlement
5 Agreement, and any other papers and records on file in this Action as evidence of the Settlement
6 Agreement to support a defense of *res judicata*, collateral estoppel, release, or other theory of
7 claim or issue preclusion or similar defense as to the Released Claims by Plaintiff, Participating
8 Class Members and/or Aggrieved Employees.

9 17. The Court finds and determines that the releases contained in the Settlement
10 Agreement are appropriate and shall bind all Class Members who did not timely opt out of the
11 Settlement and all PAGA Members.

12 18. Nothing in this Order shall preclude any action to enforce the Parties' obligations
13 pursuant to the Settlement Agreement or pursuant to this Order.

14 19. The Court hereby enters final judgment in this case in accordance with the terms of
15 the Settlement Agreement, Preliminary Approval Order and this Order.

16 20. The Parties shall bear their own costs and attorneys' fees except as otherwise
17 provided for by the Settlement Agreement and this Court's Order Granting Final Approval.

18 21. Without affecting the finality of this Order in any way, the Court retains jurisdiction
19 of all matters relating to the interpretation, administration, implementation, effectuation and
20 enforcement of this order and the Settlement.

21 **JUDGMENT**

22 22. This document shall constitute a judgment for purposes of California Rules of
23 Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall
24 be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a),
25 and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiff/Class
26 Representative and all Class Members and PAGA Members shall take nothing from Defendant
27 except as expressly set forth in the Settlement Agreement, in conjunction with this Judgment. By
28 operation of this Judgment, and in accordance with the Settlement Agreement, the Plaintiff and

1 each Participating Class Member, PAGA Member, and the California Labor and Workforce
2 Development Agency shall be deemed to have fully, finally, and forever released, settled,
3 compromised, relinquished, and discharged with respect to all Released Parties any and all
4 Released Claims for the Class Settlement Period of March 23, 2018 to December 5, 2024. Without
5 affecting the finality of this Judgment, the Court pursuant to California Rule of Court 3.769(h)
6 shall retain jurisdiction over the parties to enforce the terms of the Judgment.

7 **IT IS SO ORDERED.**

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9 Date: _____

By: _____

10 Hon. Melissa R. McCormick

11 Judge of the Superior Court
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