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Attorneys for Plaintiff ANDREA SOSA,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- SPRING STREET COURTHOUSE

ANDREA SOSA, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

BANK OF AMERICA NATIONAL
ASSOCIATION; and DOES 1 to 100,
inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles
10/07/2025

David W. Slayton, Executive Officer / Clerk of Court
By: L. Ennis Deputy

Case No. 22STCV18958

CLASS ACTION

*[Assigned for all purposes to the
Hon. Theresa M. Traber, Dept. 1]*

**~~[AMENDED PROPOSED]~~ ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

*[Filed pursuant to September 29, 2025 Minute
Order]*

Hearing Information:
Date: September 29, 2025
Time: 10:30 a.m.
Dept.: 1

~~[AMENDED PROPOSED]~~ ORDER AND JUDGMENT

Plaintiff ANDREA SOSA (“Plaintiff”) Motion for Final Approval of Class and Representative Action Settlement and Motion for Award of Attorneys’ Fees and Costs with Defendant Bank of America, N.A. (“Defendant”) came before this Court on September 29, 2025 at 10:30 a.m. in Department SSC1 of Los Angeles County Superior Court located at 312 N. Spring St., Los Angeles, California 90012. Having received and considered the Amended Stipulation for Settlement and Release of Class and Representative Action Claims, attached as Exhibit 1 to the Declaration of Malcolm E. Clayton in Support of Plaintiff’s Motion for Final Approval (the “Settlement” or “Settlement Agreement”), Plaintiff’s Motion for Final Approval of Class and Representative Action Settlement, the supporting papers filed by the Parties, the declaration of William Argueta on behalf of CPT Group, Inc. and the evidence and argument received by the Court in conjunction with the Motion for Final Approval of Class and Representative Action Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all members of the settlement class.

2. The Court finds that the Settlement Class (defined below) is properly certified as a class for settlement purposes only:

All current or former non-exempt employees who worked for Defendant in California from June 26, 2020, through July 15, 2024, but excluding: (1) anyone other than Plaintiff Andrea Sosa who has filed their own separate class or PAGA action as a named plaintiff alleging the same or similar claims being released by the Settlement prior to April 16, 2024; and (2) any current or former non-exempt employees who previously released all claims being released in the Settlement of the Lawsuits.

3. The “Class Period” is the period from June 26, 2020, through July 15, 2024.

4. For purposes of the settlement, the Court designates named Plaintiff Andrea Sosa as Class Representative and Joseph Lavi, Esq., Vincent C. Granberry, Esq., and Malcolm E. Clayton, Esq. of Lavi & Ebrahimian, LLP, as Class Counsel.

1 5. The notice provided to the class members conforms with the requirements of
2 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
3 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
4 law, and constitutes the best notice practicable under the circumstances, by providing individual
5 notice to all class members who could be identified through reasonable effort, and by providing due
6 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
7 The notice fully satisfied the requirements of due process.

8 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class and representative action settlement under California law,
11 including the provisions of California Code of Civil Procedure section 382 and California Rules of
12 Court, Rule 3.769.

13 7. The Settlement Agreement is not an admission by Defendant or by any other released
14 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
15 by Defendant or any other released party. Neither this Order and Judgment, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as,
17 or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
18 whatsoever by or against Defendant or any of the other released parties.

19 8. One (1) Class Member provided a written objection to the Settlement Administrator.
20 The objector claims to have suffered damages due to an alleged hostile work environment. However,
21 the concerns raised are personal to that individual and unrelated to the claims being settled and
22 released in this matter. Accordingly, they do not bear on the value or fairness of the Settlement.
23 Therefore, that objection is overruled.

24 9. Ten (10) Class Members requested exclusion from the Settlement. Each of the
25 following therefore are not Participating Class Members but remain Aggrieved Employees: (i) Alma
26 Mijares Tinoco, (ii) Christine Beard, (iii) Christine Harding, (iv) Christopher A. Alchalati, (v) Doan
27 Thuy Nhung Nguyen, (vi) Elaheh Reisi, (vii) Jayakrishnan Muraleedharan, (viii) Jesus Becerra
28 Chagolla, (ix) Jiayu Zheng, and (x) Rita Quinday.

1 10. The Escalator Clause of the Settlement has not been triggered.

2 11. Within fifteen (15) business days after the Effective Date of the Settlement, Defendant
3 will fully-fund the non-reversionary Gross Settlement Amount of Four Million Four Hundred
4 Thousand Dollars and Zero Cents (\$4,400,000.00).

5 12. The Settlement Administrator will issue the following payments within ten (10)
6 calendar days after receipt of full funding: (a) all Individual Settlement Payments to Participating
7 Class Members, (b) all Aggrieved Employee PAGA Payments (c) the LWDA Payment, (d) the court-
8 approved Settlement Administration Costs, (e) the court-approved attorneys' fees and costs to Class
9 Counsel, and (f) the court-approved Class Representative Enhancement Award.

10 13. An Enhancement Award of up to \$10,000 to Plaintiff for her services as Class
11 Representative and the risk in connection with that role is warranted here where Plaintiff was deposed
12 and provided verified responses during discovery.

13 14. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
14 to Class Counsel in the sum of One Million Four Hundred Sixty-Six Thousand Dollars and Sixty-
15 Seven Cents (\$1,466,666.67) in attorneys' fees, thirty-three and one-third of the Gross Settlement
16 Amount, plus costs in the amount of Thirty-One Thousand Two Hundred Ninety-Five Dollars and
17 Fifty-Nine Cents (\$31,295.59). Each are reasonable amounts. The reasonableness of the fee award is
18 determined based on a reasonable percentage of a common fund obtained for the class. The court also
19 has considered the lodestar amount. Awarding fees on a percentage basis encourages efficient
20 litigation practices and reflects the actual benefit obtained for the class.

21 15. The Court approves and orders payment from the Gross Settlement Amount in the
22 amount of Forty-Thousand Thousand Dollars and Zero Cents (\$40,000.00) to CPT Group, Inc. for
23 Settlement Administration Costs.

24 16. The Court approves and orders the allocation of Two Hundred Twenty Thousand
25 Dollars and Zero Cents (\$220,000.00) of the Gross Settlement Amount to resolve the PAGA claims
26 ("PAGA Amount"). Of that amount:

- a. The Court approves and orders payment of One Hundred Sixty-Five Thousand Dollars and Zero Cents (\$165,000.00) (75%) to the LWDA as the LWDA Payment; and
- b. The Court approves and orders payment of Fifty-Five Thousand Dollars and Zero Cents (\$55,000.00) (25%) to be distributed to Aggrieved Employees as the Aggrieved Employee PAGA Payments pursuant to the terms of the Settlement.

17. In list form, the amounts approved and ordered paid are as follows:

- a. Gross Settlement Amount (“GSA”): \$4,400,000.00 (exclusive of defendant payroll taxes) from which the following amounts will be paid.
- b. PAGA Amount: Total \$220,000.00 composed of:
 - i. LWDA Payment: \$165,000.00 (75% of PAGA Amount)
 - ii. Aggrieved Employee PAGA Payments: \$55,000.00 (25% of PAGA Amount)
- c. Deductions: Total \$1,547,952.26, composed of:
 - i. \$10,000.00 - Class Representative Enhancement Award
 - ii. \$1,466,666.67 - Attorneys’ Fees
 - iii. \$31,295.59 - Attorneys’ Costs
 - iv. \$40,000.00 - Settlement Administration Costs

That makes the Net Settlement Amount: \$2,632,037.74 (GSA, minus PAGA Amount, minus Deductions) from which the Individual Settlement Payments to Participating Class Members will be paid.

18. Participating Class Members will have one hundred eighty (180) calendar days from the date of issuance of the check to cash or otherwise deposit their check. In the event that any checks mailed to a Participating Class Member or Aggrieved Employee remains uncashed after the expiration of one hundred and eighty (180) days, or an envelope mailed to a Participating Class Member is returned and no forwarding address can be located for the Participating Class Member after reasonable efforts have been made, then any such funds shall be transmitted by the Settlement Administrator pursuant to governing California law to the State of California Unclaimed Property Fund, to be held there in the name of and for the benefit of such class members under California’s escheatment laws.

19. Release by Participating Class Members: Upon the occurrence of the Effective Date, each Participating Class Member (which includes Plaintiff) will release Bank of America, N.A., and any of its affiliates, parents (including Bank of America Corporation), subsidiaries, predecessors, or

1 successors, and each of their employees, agents, shareholders, officers, directors, attorneys, insurers,
2 and any person or entity that could be jointly liable with Bank of America Corporation and Bank of
3 America, N.A. for the claims being released by this Settlement Agreement (individually a “Released
4 Party” and collectively the “Released Parties”) from any and all actions, causes of action, suits,
5 liabilities, claims, and demands whatsoever (including without limitation under theories of successor
6 liability, joint employer liability, agency and/or conspiracy), whether known or unknown, which the
7 Participating Class Member has or had against the Released Parties, or any of them, that are, were, or
8 reasonably could have been asserted based on the facts, theories, and/or statutory or other violations
9 alleged in the Second Amended Complaint and claims under the California Unfair Competition Law
10 predicated on the foregoing, including any related statutory damages, liquidated damages, penalties,
11 interest, and/or attorneys’ fees and costs, under any federal, state, local or administrative law,
12 constitution, charter, law, rule, regulation or ordinance (including but not limited to the California
13 Labor Code, any California Industrial Welfare Commission Wage Orders, and the California Unfair
14 Competition Law) through July 15, 2024 (the “Released Claims”). For avoidance of doubt, the
15 Released Claims shall include, but not be limited to, any claims for: unpaid and/or underpaid wages
16 of any type, failure to pay wages for all hours worked, failure to pay overtime, failure to provide or
17 pay (or properly pay) for missed or non-compliant meal breaks, failure to authorize and permit or pay
18 (or properly pay) for missed or non-compliant rest breaks, failure to pay wages at the regular rate of
19 pay including but not limited to overtime, sick leave, and meal and rest break premiums, failure to
20 indemnify employees for business expenses / employment-related losses / expenditures, failure to
21 furnish accurate itemized wage statements, and failure to timely pay wages during employment and/or
22 upon the termination of employment.

23 20. Release by the LWDA and Aggrieved Employees: Upon the occurrence of the
24 Effective Date, the LWDA and the Aggrieved Employees will release the Released Parties from the
25 following “Released PAGA Claims”: any and all actions, causes of action, suits, liabilities, claims,
26 and demands whatsoever (including without limitation under theories of successor liability, joint
27 employer liability, agency and/or conspiracy), whether known or unknown, which the Aggrieved
28 Employee or State of California has or had against the Released Parties, or any of them, that are, were,

1 or reasonably could have been asserted based on the facts, theories, and/or statutory or other violations
2 alleged in the Second Amended Complaint and the notices sent to the LWDA pursuant to PAGA by
3 or on behalf of the Plaintiff, including but not limited to, civil penalties under the Private Attorney
4 General Act of 2004, Cal. Labor Code § 2698 *et seq.*, related to any claims for unpaid and/or
5 underpaid wages of any type, failure to pay wages for all hours worked, failure to pay overtime,
6 failure to provide or pay (or properly pay) for missed or non-compliant meal breaks, failure to
7 authorize and permit or pay (or properly pay) for missed or non-compliant rest breaks, failure to pay
8 wages at the regular rate of pay including but not limited to overtime, sick leave, and meal and rest
9 break premiums, failure to indemnify employees for business expenses / employment-related losses
10 / expenditures, failure to furnish accurate itemized wage statements, failure to timely pay wages
11 during employment and/or upon the termination of employment, and claims under the California
12 Unfair Competition Law predicated on the foregoing, under any federal, state, local or administrative
13 law, constitution, charter, law, rule, regulation or ordinance (including but not limited to the California
14 Labor Code, any California Industrial Welfare Commission Wage Orders, and the California Unfair
15 Competition Law), whether for economic damages, noneconomic damages, restitution, statutory
16 penalties, civil penalties, liquidated damages, punitive damages, interest, attorneys' fees, costs of suit
17 or other monies, through July 15, 2024.

18 21. "Released Parties" means Bank of America, N.A., and any of its affiliates, parents
19 (including Bank of America Corporation), subsidiaries, predecessors, or successors, and each of their
20 employees, agents, shareholders, officers, directors, attorneys, insurers, and any person or entity that
21 could be jointly liable with Bank of America Corporation and Bank of America, N.A.

22 22. In accordance with Labor Code Section 2699, Class Counsel shall submit this Order
23 and Judgment Granting Final Approval to the Labor and Workforce Development Agency.

24 23. Plaintiff, Participating Class Members, Aggrieved Employees, and the LWDA are
25 enjoined from filing, initiating or continuing to prosecute any actions, claims, complaints, or
26 proceedings in court, arbitration, with the California Division of Labor Standards Enforcement
27 ("DLSE"), with the LWDA, or with any other entity, with respect to the claims released by the
28 Settlement, and they are prohibited from participating in any actions, lawsuits, proceedings,

1 complaints, or charges brought individually, by the DLSE, the LWDA, or by any other agency,
2 persons or entity in any court, arbitration or before any administrative body with respect to the claims
3 released by the Settlement.

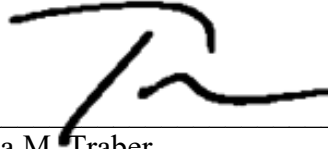
4 24. This Court shall retain jurisdiction with respect to all matters related to the
5 administration and consummation of the Settlement, and any and all claims, asserted in, arising out
6 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
7 settlement and the determination of all controversies relating thereto.

8 25. The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall
9 file a final report with the Court regarding distribution of Settlement funds by **September 21, 2026**,
10 indicating the disbursements were made pursuant to the Settlement, so that the Court can amend the
11 judgment as set forth in and subject to the requirements of California Code of Civil Procedure Section
12 384, Subd. (b).

13 26. A non-appearance case review regarding distribution of the Settlement funds is set for
14 **September 29, 2026** at 4:00 ~~a.m.~~/p.m. in Department SSC1 of the above-captioned Court.

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16 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

17 Dated: 10/07/2025

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19 _____
20 Hon. Theresa M. Traber,
21 Judge of the Superior Court
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