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Superior Court of California,
County of Solano
10/20/2026 at 11:08 AM
By: N. Shaw, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SOLANO

ALDEN S. DULAY, CHEREE MCKELVEY, ROMAN BASS, and NENITA L. CADUNGUG individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAVIS CREDIT UNION, INC.; and DOES 1 through 20, inclusive,

Defendants.

BREANNA BOX, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAVIS CREDIT UNION, INC.; and DOES 1 through 20, inclusive,

Defendants.

Judicial Counsel Coordinated Proceeding
Case No. JCCP 5254
Case No. FCS058361

Assigned for all purposes to:
Hon. Wendy G. Getty
Dept. 8

[PROPOSED] ORDER AFTER HEARING GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Contra Costa County Superior Court,
Case No. C22-01202

Date: September 30, 2026
Time: 9:00 a.m.
Dept: 8

WHEREAS, the above-entitled action is pending before this Court as a putative class action (the "Action");

WHEREAS, Plaintiffs Alden S. Dulay, Cheree McKelvey, Roman Bass, Nenita Cadungug (the "*Dulay* Plaintiffs") and Plaintiff Breana Box ("Plaintiff Box") (collectively, the "Plaintiffs"), individually and on behalf of all others similarly situated and on behalf of the general public have applied to this Court for an order preliminarily approving the settlement of the Action in accordance with the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement" or "Agreement") and Addendum to Class Action and PAGA Action Settlement Agreement ("Addendum") (collectively the "Settlement Agreement") entered into by Plaintiff and Defendant Travis Credit Union, Inc., ("Defendant") which sets forth the terms and conditions for a proposed settlement upon the terms and conditions set forth therein (Plaintiffs and Defendant shall be collectively referred to herein as the "Parties");

WHEREAS, at 9:00 A.M. on September 30, 2026, Plaintiff's Motion for Preliminary Approval of Class Action Settlement was set for hearing in Department 8 of the above-entitled Court, before the Hon. Wendy G. Getty; and

WHEREAS, the Court has read and considered Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, and Supplemental Submissions in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. This Order incorporates by reference the definitions in the Settlement attached as Exhibit 1 to the Declaration of Alexander G. L. Davies in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and all terms defined therein shall have the same meaning in this Order. This Order also incorporates the terms of the Parties' Addendum, attached as Exhibit 1 to the Second Supplemental Declaration of Alexander G.L. Davies in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

2. It appears to the Court on a preliminary basis that (a) the Settlement Agreement is fair, adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are

fair, adequate and reasonable when balanced against the probable outcome of further litigation relating to liability and damages issues; (c) sufficient investigation and research have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action; and (e) the Settlement Agreement has been reached as the result of non-collusive, arms-length negotiations.

3. With respect to the Class and for purposes of proceeding pursuant to California Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members; (c) Plaintiffs' claims are typical of the Class' claims; (d) class certification is a superior method for implementing the Settlement Agreement and adjudicating this Action in a fair and efficient manner; (e) the Class Representative can fairly and adequately protect the Class' interests; and (f) Class Counsel are qualified to serve as counsel for the Class.

4. Accordingly, solely for purposes of effectuating this Settlement Agreement, this Court hereby conditionally certifies the class for settlement purposes only. The Class is defined all non-exempt employees employed by Defendant in California at any time during the Class Period (individually, "Class Member"; collectively, the "Class"). The Class Period is defined from November 16, 2019 to November 5, 2025.

5. Plaintiffs Alden S. Dulay, Cheree McKelvey, Roman Bass, Nenita Cadungug (the "*Dulay* Plaintiffs") and Plaintiff Breana Box ("Plaintiff Box") (collectively, the "Plaintiffs") are hereby preliminarily appointed and designated, for all purposes, as the Class Representative and the attorneys of Aegis Law Firm, PC and Setareh Law Group are hereby preliminarily appointed and designated as counsel for the Class ("Class Counsel"). Class Counsel is authorized to act on behalf of the Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement Agreement, and such other acts reasonably necessary to consummate

the Settlement Agreement. Any Class Member may enter an appearance either personally or through counsel of such individual's own choosing and at such individual's own expense. Any Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

6. Should, for whatever reason, the Settlement Agreement not become final, the fact that the Parties were willing to stipulate to certification of the Class as part of the Settlement Agreement shall have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context.

7. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement, subject to modification at final approval.

8. The Court hereby preliminarily approves the Gross Settlement Amount of $1,626,000.00, Class Counsel attorneys' fees of up to thirty-five percent (35%) the Gross Settlement Amount (currently estimated to be $569,100.00), Class Counsel litigation expenses not to exceed $30,000.00, Class Representative Service Payments up to $10,000.00 to each of the named Plaintiffs (for a total of $50,000 in Class Representative Service Payments), PAGA penalties in the amount of $100,000.00, and costs of administration not to exceed $13,250.00, subject to final approval.

9. The Court hereby approves, as to form and content, the Class Notice, attached as Exhibit B to the Supplemental Declaration of Alexander G. L. Davies in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, to be distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in the manner and form set forth in the Settlement Agreement and this Order, meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

10. The Court hereby appoints ILYM Settlement Administrator as Settlement Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to Class Members the Class Notice using the procedures set forth in the Settlement Agreement. Class

Members who wish to participate in the settlement provided for by the Settlement Agreement do not need to respond to the Class Notice.

11. Defendant shall deliver the Class Data to the Settlement Administrator within 15 days of this Order as provided in the Settlement Agreement. The Settlement Administrator shall mail the Class Notice, in English, within 14 days of receipt of the Class Data as provided in the Settlement Agreement.

12. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid from the Gross Settlement Amount, including the cost of searching for Class Members' addresses as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up to $13,250.00 as provided in the Settlement Agreement.

13. Any Class Member may choose to opt-out of and be excluded from the Class as provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the Class will not be entitled to any recovery under the Settlement Agreement and will not be bound by the Settlement Agreement or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion/opted-out shall be Participating Class Members and bound by all determinations of the Court, the Settlement Agreement, and the Final Judgment.

14. A Final Fairness and Approval Hearing shall be held before this Court on **June 23, 2027 at 9:00 a.m.** [~~xxxx

16. The Settlement Agreement is not a concession or admission, and shall not be used against the Released Parties, as an admission or indication with respect to any claim of any fault or omission by the Released Parties. Whether or not the Settlement Agreement is finally approved, neither the Settlement Agreement, nor any document, statement, proceeding or conduct related to the Settlement Agreement, 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 of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other action or proceeding, except for purposes of enforcing the Settlement Agreement once it receives final approval.

17. Pending the Final Approval and Fairness Hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms of the Settlement Agreement and this Order, are hereby stayed.

18. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each of the Class Members for all matters relating to this Action, and this Settlement Agreement, including (without limitation) all matters relating to the administration, interpretation, effectuation, and/or enforcement of this Settlement Agreement and this Order.

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

DATED: 10/13/2026

Honorable Wendy G. Getty
JUDGE OF THE SUPERIOR COURT

APPROVED AS TO FORM:

DATED:_____ **AEGIS LAW FIRM, PC**

/s/ Alexander G.L. Davies
Alexander G.L. Davies
Attorneys for *Dulay* Plaintiffs

DATED:_____ **SETAREH LAW GROUP**

/s/ Victoria Mas
Victoria Mas
Attorneys for Plaintiff Box

DATED:_____ **MURPHY AUSTIN ADAMS SCHOENFELD LLP**

/s/ Matthew H. Green
Matthew H. Green
Attorneys for Defendant

CERTIFICATE OF SERVICE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

On October 12, 2026, I served the foregoing document entitled:

- **[PROPOSED] ORDER AFTER HEARING GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

on all the appearing and/or interested parties in this action by delivering ☐ *the original* ☒ *a true copy* thereof on the party(ies) addressed below as follows:

Aaron B. Silva Matthew H. Green **MURPHY AUSTIN ADAMS SCHOENFELD LLP** 555 Capitol Mall, Suite 850 Sacramento, CA 95814 Telephone: 916.446.2300 Facsimile:916.503.4000 ASilva@murphyaustin.com MGreen@murphyaustin.com GAulkh@murphyaustin.com ahidalgo@murphyaustin.com *Attorneys for Defendant:* TRAVIS CREDIT UNION	Shaun Setareh (SBN 204514) Eric Y. Hahn (SBN 311771) Victoria Mas (SBN 365896) vmas@setarehlaw.com eric@setarehlaw.com shaun@setarehlaw.com calendar@setarehlaw.com SETAREH LAW GROUP 420 North Camden Drive, Suite 100 Beverly Hills, California 90210 Tel: (310) 888-7771 Fax: (310) 888-0109 *Attorneys for Plaintiff:* BREANA BOX

☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed. R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business practice of Aegis Law Firm PC for collection and processing correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via electronic transmission via the above listed email addresses on the date below. (*Cal. Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.* 5(b)(2)(A).)

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

Executed on October 12, 2026, at Irvine, California.

Austin Paez

Austin Paez
Email: apaez@aegislawfirm.com