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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN**

SARAH MALAGA, as an individual and on
behalf of other similarly aggrieved
employees,

Plaintiff,

vs.

COMMUNITY BANKER SERVICES
CORPORATION, a California
corporation; WESTAMERICA
BANCORPORATION, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CIV2300292

(Assigned to the Hon. Mark A. Talamantes,
Courtroom L)

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
SETTLEMENT AGREEMENT PURSUANT
TO THE PRIVATE ATTORNEYS GENERAL
ACT AND JUDGMENT**

Date: June 26, 2026

Time: 1:30 p.m.

Dept.: L

Action Filed: February 6, 2023

Trial Date: None Set

1 **[PROPOSED] ORDER**

2 On June 26, 2026, a hearing was held on Plaintiff Sarah Malaga's ("Plaintiff") Motion to
3 Approve Settlement Agreement Pursuant to the Private Attorneys General Act, Labor Code §
4 2698, *et seq.* (the "Motion"). The Court has considered the Private Attorneys General Act
5 Settlement Agreement and Release ("Settlement Agreement" or "Agreement") entered into by
6 Plaintiff and Defendants Community Banker Services Corporation and Westamerica
7 Bancorporation (together, "Defendants") and all other papers filed in this action.

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

10 1. Pursuant to California Labor Code § 2699(1), Plaintiff's Motion is **GRANTED**.
11 The Court finds that the settlement is in all respects adequate considering the purposes and
12 provisions of the California Labor Code Private Attorneys General Act, California Labor Code §
13 2698, *et seq.* The Court finds that the settlement has been reached as a result of informed and
14 non-collusive arm's-length negotiations through the assistance of an experienced mediator. The
15 Court further finds that the Parties were able to reasonably evaluate their respective positions at
16 mediation prior to reaching this settlement.

17 2. Pursuant to Labor Code § 2699(i), the amount of One Hundred Sixty-Seven
18 Thousand Five Hundred Dollars (\$167,500.00) ("Gross Settlement Amount") shall be distributed
19 as follows:

20 a. Seventy-five percent (75%) of the balance of the Gross Settlement
21 Amount remaining after deductions for attorneys' fees and costs, Service Award to the Plaintiff,
22 and settlement administration costs to the Settlement Administrator, totaling \$66,444.04, to the
23 California Labor and Workforce Development Agency for PAGA penalties.

24 b. Twenty-five percent (25%) of the balance of the Gross Settlement Amount
25 remaining after deductions for attorneys' fees and costs, Service Award to the Plaintiff, and
26 settlement administration costs to the Settlement Administrator, totaling \$22,148.01, to
27 Aggrieved Employees.

28 c. Fifty-Five Thousand Eight Hundred Thirty-Three Dollars and Thirty-

1 Three Cents (\$55,833.33) to Plaintiff's Counsel as Attorneys' Fees;

2 d. Sixteen Thousand Three Hundred Twenty-Four Dollars and Sixty-Two
3 Cents (\$16,324.62) to Plaintiff's Counsel as Costs;

4 e. Two Thousand Five Hundred Dollars (\$2,500.00) to Plaintiff Sarah
5 Malaga as a Service Award; and

6 f. Four Thousand Two Hundred Fifty Dollars (\$4,250.00) to the Settlement
7 Administrator Phoenix Settlement Administrators.

8 3. Upon payment of the Gross Settlement Amount, the Released PAGA Claims in
9 the settlement are deemed to have been conclusively released by all Aggrieved Employees
10 against the Released Parties.

11 4. Plaintiff and Defendants are ordered to carry out the terms of the settlement in
12 accordance with the terms of the Settlement Agreement.

13 5. Judgment is hereby entered in accordance with this Order and the terms of the
14 settlement. Plaintiff shall take from her complaint only the relief set forth in the Settlement
15 Agreement and this Order and Judgment. Without affecting the finality of the settlement or this
16 Judgment in any way, the Court shall retain jurisdiction over the Parties for purposes of
17 enforcing and interpreting the settlement, this Order, and this Judgment.

18 6. The settlement does not constitute an admission by Defendants of liability to
19 Plaintiff or any Aggrieved Employee, nor does this Order constitute a finding by the Court of the
20 validity of any of the claims alleged in this Action, or any liability of Defendants or any of the
21 Released Parties.

22 **IT IS SO ORDERED.**

23
24 DATED: _____

HON. MARK A. TALAMANTES
SUPERIOR COURT OF CALIFORNIA