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Attorneys for Plaintiff and Aggrieved Employees

**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)

**DECLARATION OF MAI TULYATHAN IN
SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: June 26, 2026

Time: 1:30 p.m.

Dept.: L

Action Filed: February 6, 2023

Trial Date: None Set

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I, Mai Tulyathan, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiff Sarah Malaga (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. As demonstrated herein, from the inception of the case, Plaintiff's Counsel has zealously represented the interests of the Aggrieved Employees.

PROCEDURAL HISTORY

3. On November 30, 2022, Plaintiff submitted written notice under Labor Code § 2699.3 to the LWDA alleging that Defendants Community Banker Services Corporation and Westamerica Bancorporation (together, “Defendants”) violated Labor Code section §§ 201-204, 221-225.5, 226, 510, 558, 1194, 1197, and 1197.1 (“LWDA Notice”). Attached hereto as **Exhibit A** is a true and correct copy of the LWDA Notice.

4. On February 6, 2023, Plaintiff filed the instant representative PAGA action predicated on the Labor Code violations set forth in the LWDA Notice (the “Action”).

5. On February 13, 2024, the Court compelled Plaintiff's individual PAGA claims to arbitration and stayed the representative PAGA claims pending arbitration.

6. On March 19, 2024, Plaintiff filed a demand for arbitration of her individual claims before the American Arbitration Association.

7. In arbitration, the Parties exchanged written discovery, including requests for production of documents and interrogatories. The Parties also produced relevant documents, including Plaintiff's personnel file and payroll records, and applicable wage and hour policies.

8. In connection with discovery meet and confer discussions, the Parties agreed to participate in mediation with the Honorable Peter H. Kirwan (Ret.).

MEDIATION

9. In preparation for mediation, Defendants produced time and payroll data for the aggrieved employee group as well as data points relevant to the potential value of the

1 representative PAGA claims, including the number of aggrieved employees and the aggregate
2 number of pay periods at issue during the PAGA Period.

3 10. Plaintiff's Counsel retained an expert (Peregrine Economics) to analyze the time
4 and payroll records produced by Defendants.

5 11. On August 7, 2025, the Parties participated in an all-day mediation with Hon.
6 Peter H. Kirwan (Ret.). During mediation, the Parties vigorously debated their opposing legal
7 positions and the legal bases for the claims and defenses. After a full day of arm's-length
8 negotiations and subsequent discussions facilitated by Judge Kirwan, the Parties were able to
9 reach an agreement for settlement and the key terms.

10 12. The Parties thereafter worked to memorialize the terms of the settlement in a
11 Memorandum of Understanding and executed a long-form settlement agreement now before the
12 Court.

13 13. The Parties subsequently negotiated and executed the Private Attorneys General
14 Act Settlement Agreement and Release ("Settlement Agreement" or "Agreement"). A true and
15 correct copy of the Settlement Agreement is attached hereto as **Exhibit B**.

16 **SUMMARY OF SETTLEMENT TERMS**

17 14. As defined by the Settlement Agreement, "Aggrieved Employees" means all
18 persons who were employed by Defendants in the State of California as a non-exempt salaried
19 employee at any time from November 30, 2021 to July 1, 2022 ("Aggrieved Employees"). *See*
20 Settlement Agreement ("SA") § I.2. The PAGA Period is the time period of November 30, 2021
21 to July 1, 2022. *See id.* § I.13.

22 15. Defendants represent that there are approximately 224 Aggrieved Employees
23 who worked 2,494 pay periods during the PAGA Period.

24 16. The Settlement Agreement requires Defendants to pay the gross amount of One
25 Hundred Sixty-Seven Thousand Five Hundred Dollars (\$167,500.00) ("Gross Settlement
26 Amount"). *See* SA §§ I.6. The Gross Settlement Amount was calculated with, and is premised
27 on, Defendants' representation that Aggrieved Employees worked approximately 2,494 periods
28 during the PAGA Period of November 30, 2021 to July 1, 2022. *See id.* §§ I.2, I.13.

1 17. Based on the Gross Settlement Amount, on a raw average, Defendants will pay
2 approximately **\$67.16 per period** to resolve the claims alleged in the operative Complaint.

3 18. The estimated Net Settlement Amount of **\$88,592.05** will be available for
4 distribution to the LWDA and Aggrieved Employees, assuming that the Court approves the
5 attorney's fees (\$55,833.33), actual litigation costs (\$16,324.62), Service Award (\$2,500.00),
6 and Settlement Administration Costs (\$4,250.00) in full. The Net Settlement Amount represents
7 the balance of the Gross Settlement Amount remaining after deductions for approved attorneys'
8 fees and costs, Service Award to Plaintiff, and settlement administration costs to the Settlement
9 Administrator. *See* SA §§ III.2, III.2.a-III.2.d.

10 19. Seventy-five percent (75%) of the Net Settlement Amount, or \$66,444.04, will be
11 paid to the LWDA (the "LWDA Payment"). *See* SA § III.2.a.(1). The remaining twenty-five
12 percent of the Net Settlement Amount, or \$22,148.01, will be paid to Aggrieved Employees. *See*
13 SA § III.2.a.(2)

14 20. As part of the settlement, Defendants do not object to Plaintiff's Counsel's
15 request for attorneys' fees of approximately one-third of the Gross Settlement Amount, i.e.,
16 currently the sum of Fifty-Five Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three
17 Cents (\$55,833.33), and reimbursement of litigation costs incurred, up to the amount of Eighteen
18 Thousand Dollars (\$18,000.00), subject to the Court finally approving this settlement. *See* SA
19 III.2.b. Plaintiff's Counsel only seeks approval of anticipated actual litigation costs totaling
20 Sixteen Thousand Three Hundred Twenty-Four Dollars and Sixty-Two Cents (\$16,324.62). Any
21 portion of the requested attorneys' fees and/or costs not approved by the Court shall be added to
22 the amount available for distribution to the LWDA and Aggrieved Employees. *See id.*

23 21. As part of the settlement, Defendants do not object to Plaintiff's request for a
24 service award in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), subject to the
25 Court finally approving this settlement. *See* SA III.2.d. Any portion of the requested service
26 award not approved by the Court shall be added to the amount available for distribution to the
27 LWDA and Aggrieved Employees. *See* SA III.2.b.

28 22. As part of the settlement, Defendants do not object to Plaintiff's request for a

1 service award in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), subject to the
2 Court finally approving this settlement. *See* SA III.2.d. Any portion of the requested service
3 award not approved by the Court shall be added to the amount available for distribution to the
4 LWDA and Aggrieved Employees. *See id.*

5 23. Finally, the settlement provides for the payment of the fees and expenses
6 reasonably incurred by the Settlement Administrator. *See* SA § III.2.c. The Parties have agreed
7 to utilize Phoenix Settlement Administrators to oversee the settlement. *See id.* § I.20. The
8 administration costs are estimated to be Four Thousand Two Hundred Fifty Dollars (\$4,250.00).
9 *See id.* § III.2.c. I obtained a settlement administration bid from Phoenix Settlement
10 Administrators for the administration of this settlement. Attached hereto as **Exhibit C** is a true
11 and correct copy of the settlement administration bid. Plaintiff's Counsel believes that the fee is
12 reasonable and should be approved.

13 24. Upon payment of the Gross Settlement Amount, Plaintiff, the State of California,
14 and Aggrieved Employees will release Defendants and the Released Parties from:

15 [A]ny and all claims for civil penalties under the PAGA (Labor
16 Code § 2698 *et seq.*) that are based on the factual allegations in the
17 PAGA Action, including for alleged violations of Labor Code §§
18 201-204, 221-225.5, 226, 510, 558, 1194, 1197, 1197.1, and 2698 *et*
seq., and applicable IWC Wage Orders, that accrued during PAGA
Period.

19 *See* SA §§ I.18, III.5. The release is narrowly tailored to release only claims for civil penalties
20 under PAGA predicated on the Labor Code violations alleged in Plaintiff's LWDA Notice and
21 the operative Complaint.

22 **PAYMENTS TO AGGRIEVED EMPLOYEES**

23 25. The Individual Settlement Payments to each Aggrieved Employee will be based
24 on the number of pay periods he or she worked during the PAGA Period. *See* SA § IV.2.f.(2).

25 26. Based on the number of Aggrieved Employees of 224 and the estimated Net
26 Settlement Amount, employees will be entitled to recover, on average, up to approximately
27 **\$98.88** each. The amount that any particular Aggrieved Employee will be entitled to recover
28 will be greater or lower than this average depending on the number of pay periods the employee

1 worked, with some entitled to receive more, and others less. *See* SA § IV.2.f.(2). This is fair, as
2 it directly allocates greater penalties to individual Aggrieved Employees who have allegedly
3 suffered greater harm.

4 27. The Individual PAGA Payments to Aggrieved Employees shall be categorized as
5 100% penalties for tax purposes. *See* SA § IV.3.

6 28. If any checks from the Settlement remain uncashed after 180 days, the Settlement
7 Administrator will distribute the funds represented by the uncashed checks to the State
8 Controller's Office, Unclaimed Property Division in the name of the Aggrieved Employee whose
9 check went uncashed. *See* SA § IV.2.g.

10 **FAIRNESS OF THE SETTLEMENT**

11 29. Defendants have indicated that Aggrieved Employees worked approximately
12 2,494 pay periods during the PAGA Period. *See* SA § I.2. Assuming that Plaintiff was to prevail
13 on the merits of the PAGA claim, applying the standard penalty of \$100 per pay period yields at
14 least \$748,200 in potential liability based on the alleged unpaid wages violation, unlawful
15 deductions under Section 221, and wage statement violations.

16 30. Defendants contend that the imposition of multiple penalties for separate
17 violations during the same pay period is not permitted under the PAGA, and that only a single
18 \$100 penalty per pay period may be awarded. While Plaintiff disputes this interpretation, some
19 courts have exercised discretion under Labor Code § 2699(e)(2) to avoid stacking penalties for
20 multiple violations within the same pay period.

21 31. Plaintiff's analysis is also based on the initial violation penalty amount, which
22 does not account for the imposition of the increased subsequent violation penalty amount given
23 recent authority indicating this increased penalty is only available where there is a prior citation
24 for a Labor Code violation. *See Bernstein v. Virgin Am., Inc.* (9th Cir. 2021) 3 F.4th 1127, 1144
25 (holding no heightened penalty because the Labor Commissioner nor any court warned the
26 defendant that it was subject to the Labor Code until the court handling the case at issue). Courts
27 are also hesitant to award the subsequent amount where there has not been a prior violation of
28 the Labor Code. *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1209 (2008); *accord*

1 *Amalgamated Transit Union Local 1309 v. Laidlaw Transit Service, Inc.* 2009 WL 2448430, at
2 *9 (S.D. Cal. Aug. 10, 2009) (“[u]nder California law, courts have held that employers are not
3 subject to heightened penalties for subsequent violations unless and until a court or
4 commissioner notifies the employer that it is in violation of the Labor Code”). Defendants
5 argued that no such prior violation occurred here, warranting only the initial penalty, if any
6 penalty at all. Moreover, in this case there is no indication that Defendants had received a prior
7 notice or citation from the Labor Commissioner regarding the alleged violations at issue.

8 32. Based on these considerations, assuming no stacking of penalties and application
9 of only the initial violation amount, the PAGA penalties would be approximately \$249,400.

10 33. This analysis does not account for the possibility that the Court would reduce the
11 PAGA penalties. Pursuant to Labor Code § 2699(e)(2), the Court can decline to award PAGA
12 penalties where “if, based on the facts and circumstances of the particular case, to do otherwise,
13 would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Indeed, as
14 shown in the Court of Appeal’s decision in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504
15 (2018), while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the
16 maximum PAGA penalty amount by 90%, citing the employer’s good faith attempt at complying
17 with the law. *Id.* at p. 517. Upon review, the Court of Appeal found such reduction to be proper.
18 *Id.* at p. 539.

19 34. The above penalty calculation assumes that Plaintiff will prevail on the merits.
20 However, Plaintiff’s claims are contested.

21 35. Here, Plaintiff contends that Defendants failed to pay Aggrieved Employees for
22 all hours worked. More specifically, Plaintiff’s claims arise from Defendants’ alleged policy of
23 deeming the non-exempt employees as “non-exempt salaried” and paying them under a “Salary
24 Pay” pay code. Although classified as non-exempt, these employees were allegedly paid a fixed
25 semi-monthly salary installment amount under a salaried structure, but without any regular
26 itemization of their actual hours worked or hourly rates on wage statements. Based on this
27 practice, Plaintiff contends that Defendants routinely deducted wages from Plaintiff and other
28 non-exempt employees under various pay codes, including “Dock Pay,” to conform to a set

1 amount. Plaintiff contends that these are unlawful wage deductions that violation the Labor
2 Code, including Section 221.

3 36. In addition to the unpaid wages allegations, Plaintiff also contends that
4 Defendants' alleged practice results in derivative wage statement violations in violation of Labor
5 Code § 226. As a result of the alleged underpayment and/or non-payment of wages to Aggrieved
6 Employees, Plaintiff contends that the wage statements routinely failed to list the applicable
7 hourly rate and the number of hours worked. Instead, the wage statements included a lump-sum
8 line item labeled "Salary Pay" with no breakdown of hours worked and the hourly rate.

9 37. Defendants presented multiple legal and factual defenses to the merits of
10 Plaintiff's claims. First, Defendants point to their compliant written policies governing wage and
11 hour practices and contend that these policies complied with California law. Second, Defendants
12 contend that "Dock Pay" deductions were infrequent and limited in scope, accounted for time not
13 worked, and were approved by employees as part of their regular timecard approval process.
14 Defendants further assert that the "Dock Pay" pay code was decommissioned as of July 2022,
15 thereby cutting off any potential ongoing liability. Defendants also dispute that Aggrieved
16 Employees suffered any unpaid minimum wages or overtime wages, and contend that employees
17 were fully compensated for all hours worked and issued itemized, accurate wage statements that
18 complied with Labor Code Section 226. In addition, Defendants contend that Plaintiff would
19 face substantial hurdles in recovering the full amount of civil penalties sought under PAGA.
20 Defendants assert that any alleged violations were not sufficiently frequent or systemic to justify
21 significant penalties and that the Court would likely exercise its discretion under Labor Code
22 section 2699(e)(2) to reduce any penalties that otherwise may be assessed.

23 38. Although Plaintiff believes in the merits of the alleged claims and maintain that
24 there is no reason for reducing PAGA penalties, Plaintiff is aware that Defendants have raised
25 defenses to the claims and further with respect to the reduction of PAGA penalties and that those
26 defenses could persuade the Court. Thus, even if Plaintiff was to successfully prove the claims at
27 trial, there is a possibility that the Court may only award a small percentage of PAGA penalties,
28 as the Court has discretion to do so. The Gross Settlement Amount was premised with this risk

1 in mind, associated with the possibility of the Court significantly reducing PAGA penalties.

2 39. Here, the Gross Settlement Amount is approximately **22.39%** of the maximum
3 estimated exposure (\$167,500.00 Gross Settlement Amount ÷ \$748,200.00 PAGA penalties).
4 The Gross Settlement Amount significantly exceeds the percentage of overall settlement value of
5 the typical PAGA settlement.

6 40. Even though I strongly believe that Plaintiff can prevail at trial, given Defendants'
7 potential defenses to the alleged violations at issue, the risks and costs of continued litigation, I
8 believe that the settlement is fair and reasonable. After taking into account sharply disputed
9 factual and legal issues involved in this litigation, the merits of Defendants' potential defenses,
10 and the significant delay and potential appellate issues inherent to litigation, I have concluded
11 that settlement on the terms set forth in the Settlement Agreement is appropriate and in the best
12 interests of Plaintiff and the Aggrieved Employees.

13 **ATTORNEY EXPERIENCE**

14 41. My qualifications are as follows: I received my JD from Loyola Law School in
15 2017. I received the First Honors Award in Legal Research and Writing, First Honors Award in
16 Appellate Advocacy, and First Honors Award in Civil Litigation Practicum I for achieving the
17 highest grade in those classes. During law school, I was a Staff Editor for Loyola Law Review. I
18 was also an extern at the U.S. District Court, Central District of California, for the Honorable
19 Christina A. Snyder, and a certified law clerk at the San Diego County District Attorney's
20 Office, Collaborative Courts Division, and the Los Angeles County District Attorney's Office,
21 Consumer Protection and Environmental Crimes Division. In 2016, I participated in Loyola Law
22 School's Scott Moot Court Competition, where I placed Top 16 and was awarded the Top
23 Ten Brief Award. In 2017, I participated in the Employment Rights Clinic, an extension of the
24 Division of Labor Standards Enforcement created to investigate retaliation complaints. Upon
25 graduation from law school, I was admitted to the California Bar in December 2017.

26 42. I am currently an associate at the law firm of Diversity Law Group, P.C., an
27 employment law firm that has handled numerous wage and hour class and individual actions, on
28 both plaintiff and defense sides. The firm currently has cases in numerous state courts, including

1 the Santa Clara Superior Court, Los Angeles Superior Court, Orange County Superior Court, San
2 Diego County Superior Court, Monterey County Superior Court, as well as the United States
3 District Courts for the Central, Northern, Southern, and Eastern Districts of California.

4 43. I am currently handling and/or have handled numerous wage and hour class action
5 and PAGA lawsuits.

6 44. In 2018, I argued before the California Court of Appeal, Second Appellate
7 District, in the case of *Lee v. California Commerce Club, Inc.* (California Court of Appeal Case
8 Number B276171, LASC Case Number BC596924), and *Perez v. Standard Drywall, Inc.*
9 (California Court of Appeal Case Number A146819, Alameda Sup. Ct. No. RG15761142). In
10 that same year, I also assisted the firm in successfully obtaining class certification and partial
11 summary judgment by the United States District Court, Central District of California in the case
12 of *Magadia v. Wal-Mart Associates, Inc.* (Case Number 17-CV-00062-LHK). I third chaired the
13 bench trial in that same case in December 2018.

14 45. I have also been certified and/or approved as class counsel in numerous other
15 wage/hour class actions. Most recently, I was certified as class counsel in the cases *Martinho v.*
16 *Amazon.com, Inc., et al.* (N.D. Cal., Case Number 4:22-cv-06849-YGR), *Garcia v. Wal-Mart*
17 *Associates, Inc., et al.* (S.D. Cal., Case Number 3:18-cv-00500-L-MDD), *Richert v. Samaritan,*
18 *LLC, et al.* (Santa Clara County Superior Court, Case Number 17CV314186), *Song v. THC –*
19 *Orange County, Inc.* (C.D. Cal., Case No. 8-17-cv-965-JLS (DFM)), *Hernandez v. Wells Fargo*
20 *Bank National Ass’n, et al* (Santa Clara County Superior Court, Case No. 16-CV-299319),
21 and *Sims v. QG Printing II, LLC, et al.* (C.D. Cal., Case No. ED CV 20-1632-DMG (KKx)), as
22 part of the courts’ orders granting class certification pursuant to Fed. R. Civ. P. 23 and California
23 Code of Civil Procedure § 382.

24 46. Moreover, I was granted final approval as class counsel in *Lao v. H & M Hennes*
25 *& Mauritz, L.P.* (N.D. Cal., Case No. 5:16:cv-333 EJD), *Abarca v. El Estero Car Wash, Inc. et*
26 *al* (Monterey County Superior Court, Case No. 18CV003398), *Valles v. Community Hospital of*
27 *the Monterey Peninsula* (Monterey County Superior Court, Case No. 17CV003452), *Hernandez*
28 *v. Wells Fargo Bank National Ass’n, et al* (C.D. Cal., Case No. 16-CV-299319); *Baker v.*

1 *California Forensic Medical Group, Inc., et al.*, Judicial Council Coordination Proceeding No.
2 4999 (Lead Case No. 17CV003723); *Mendez v. Falcon Trading Company* (Monterey County
3 Superior Court, Case No. 19CV004512).

4 **ATTORNEYS' FEES AND LITIGATION COSTS**

5 47. To date, I have incurred approximately 168.7 hours in connection with the
6 litigation of this lawsuit. Attached hereto as **Exhibit D** is a chart summarizing the amount of
7 work I have incurred to date on this matter.

8 48. I also anticipate spending an additional 10 hours through the approval of this
9 settlement, including attending the approval hearing, handling any issues that may arise with the
10 Settlement Administrator and Aggrieved Employees, handling calls from Aggrieved Employees,
11 and further conferring with counsel and the Settlement Administrator regarding the case post-
12 approval.

13 49. The total lodestar for my hours will be approximately **\$116,155.00**, based on the
14 above total hours of 178.7 (168.7 hours + 10 anticipated hours) at an hourly rate of \$650.00 per
15 hour.

16 50. My current billing rate is \$650.00 per hour. In 2019 and 2020, I was approved at
17 an hourly rate of \$450.00 per hour by various courts in a number of matters, including but not
18 limited to, *Lao v. H & M Hennes & Mauritz, L.P.* (N.D. Cal., Case No. 5:16:cv-333
19 EJD), *Hernandez v. Wells Fargo Bank National Ass'n, et al* (C.D. Cal., Case No. 16-CV-
20 299319), and *Abarca v. El Estero Car Wash, Inc. et al* (Monterey County Superior Court Case
21 No. 18CV003398). In 2021, I was approved at the hourly rate of \$500.00 in various cases,
22 including *Baker v. California Forensic Medical Group, Inc., et al.*, Judicial Council
23 Coordination Proceeding No. 4999 (Lead Case No. 17CV003723); *Mendez v. Falcon Trading*
24 *Company* (Monterey County Superior Court Case No. 19CV004512); and *Truong v. DS Services*
25 *of America, Inc.* (Solano County Superior Court Case No. FCS054399).

26 51. In 2023, I increased my hourly rate to \$600.00 per hour. I was approved at the
27 hourly rate of \$600.00 in *Moen v. Genentech, Inc.* (San Diego Superior Court Case No. 37-2021-
28 00008619-CU-OE-CTL) *Murray v. Granite Wellness Centers et al.* (Nevada County Superior

1 Court Case No. CU20-084680), *Norman v. B & H Global Marketing, LLC* (Sacramento County
2 Superior Court Case No. 34-2022-00314707), *Osman-Bravard v. Placer Title Company* (Nevada
3 County Superior Court Case No. CU21-085315), *Cabalo v. Jones Lang LaSalle Americas,*
4 *Inc.* (San Diego County Superior Court Case No. 37-2020-00044322-CU-OE-CTL), and *Apex*
5 *Systems Wage and Hour Cases* (Orange County Superior Court, JCCP No. 5096).

6 52. In 2025, I increased my hourly rate to \$650.00 per hour. I have been approved at
7 this rate in *Westmoreland v. Kindercare Education LLC* (N.D. Cal. Case No. 3:23-cv-03168-JD),
8 *Torres v. Fidelity National Management Services, LLC* (Santa Clara County Superior Court Case
9 No. 23CV416377), *Chiesa et al. v. Airgas USA, LLC* (Sacramento County Superior Court Lead
10 Case No. 34-2022-00325292).

11 53. My co-counsel and I will adequately represent the Aggrieved Employees in this
12 action. Plaintiff's counsel have and will zealously represent Plaintiff and the Aggrieved
13 Employees and pursue this lawsuit to its conclusion.

14 54. Diversity Law Group represents virtually all of its employment law clients on a
15 contingency fee basis. Pursuant to this arrangement, my office invested significant time and
16 resources into the case, with payment deferred to the end of the case, and then, of course,
17 contingent on the outcome.

18 55. To date, Diversity Law Group has incurred costs in the amount of \$16,324.62 for
19 litigation related expenses. The costs were all directly incurred in the prosecution of this action,
20 including filing fees, service of process fees, mediation costs, expert costs, postage, and other
21 litigation related costs. Attached hereto as **Exhibit E** is a true and correct copy of the cost report.

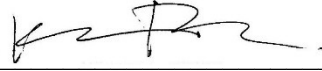
22 **NOTICE TO LWDA**

23 56. Concurrently with the filing of this Motion, my office uploaded the Motion,
24 Settlement Agreement, and proposed order to the LWDA's website. Attached hereto as **Exhibit**
25 **F** is a true and correct copy of proof of submission of the settlement documents to the LWDA's
26 website. In addition, my office shall submit to the LWDA a copy of the Court's judgment and
27 order approving the Settlement Agreement within ten (10) days after entry of judgment or order.

28 I declare under penalty of perjury under the laws of the State of California that the

1 foregoing is true and correct.

2 Executed on this 15th day of May 2026, at Los Angeles, California.

3 

4 Mai Tulyathan

EXHIBIT A

SARAH MALAGA

c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA STREET, SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

November 25, 2022

VIA ONLINE FILING

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Malaga v. Community Banker Services Corp./WestAmerica Bancorporation*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code § 2699.3 of claims against my former employer Community Banker Services Corp./WestAmerica Bancorporation (the "Company"). I allege that the Company:

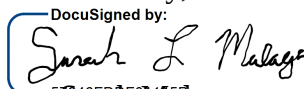
1. Violated Labor Code §§ 201-204, 221-225.5, 510, 558, 1194, 1197, 1197.1 by not paying wages, including minimum, regular, and overtime wages, to me and other similarly situated aggrieved employees for all hours worked as we were docked wages, without any authorization. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned and hours worked shown on the wage statements were inaccurate due to the wage violations set forth above.
2. Violated Labor Code § 226(a) by failing to issue accurate itemized wage statements to me and other similarly situated aggrieved employees. Specifically, while we were paid on an hourly basis, the wage statements issued by the company failed to identify the applicable hourly rate of pay and the applicable hours worked for our regular hours, and further failed to identify the accurate total hours worked.

The address for the Company is:

Community Banker Services Corp./WestAmerica Bancorporation
4550 Mangels Blvd
Fairfield, CA 94534

Please contact my attorney, Larry W. Lee, if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

5745FAD5F01521
Sarah Malaga

cc: Community Banker Services Corp./WestAmerica Bancorporation (by certified mail)

Mariana Becerra

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, November 30, 2022 10:35 AM
To: Mariana Becerra
Subject: Thank you for submission of your PAGA Case.

11/30/2022

LWDA Case No. LWDA-CM-921907-22

Law Firm : Diversity Law Group

Plaintiff Name : Sarah Malaga

Employer: Community Banker Services Corp. & WestAmerica Bancorporation Filing Fee : \$75.00 IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT B

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is made and entered into between Plaintiff Sarah Malaga, individually and as a representative acting in a private attorney general capacity, and Defendants Community Banker Services Corporation and Westamerica Bancorporation, subject to approval by the Court.

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “**Action**” and “**PAGA Action**” mean the action entitled *Sarah Malaga v. Community Banker Services Corporation et al.*, Marin County Superior Court, Case No. CIV2300292, and the PAGA claims asserted in the arbitration entitled *Sarah Malaga v. Community Banker Services Corporation et al.*, Case No. 01-24-0003-1971 (American Arbitration Association (“AAA”)).

2. “**Aggrieved Employees**” mean all persons who were employed by Defendants in the State of California as a non-exempt salaried employee at any time from November 30, 2021 to July 1, 2022. Defendants represent that Aggrieved Employees worked approximately Two Thousand Four Hundred Ninety Four pay (2,494) periods during the PAGA Period.

3. “**Court**” means the Superior Court of California for the County of Marin.

4. “**Defendants**” mean Community Banker Services Corporation and Westamerica Bancorporation.

5. “**Effective Date**” is the (a) the last date to appeal final approval and judgment by the Court, if no appeal is filed; or (b) if an appeal is filed, review or writ is sought from the Judgment, the day after the Judgment is affirmed or the appeal, review or writ is dismissed or denied, and the Judgment is no longer subject to further judicial review.

6. “**Gross Settlement Amount**” is the exact sum of One Hundred Sixty-Seven Thousand and Five Hundred Dollars (\$167,500.00), which represents the total amount payable under this Settlement Agreement by Defendants in full satisfaction of all Released PAGA Claims, including, but not limited to, payments to Aggrieved Employees, Plaintiff, Plaintiff’s Counsel, the LWDA, and the Settlement Administrator. The Gross Settlement Amount shall be all-in with no reversion.

7. “**Individual PAGA Payment(s)**” means 25% of the Net Settlement Amount to be paid to the Aggrieved Employees, in accordance with California Labor Code § 2699. The Individual PAGA Payments shall be distributed to the Aggrieved Employees as further described in Section IV herein.

8. “**LWDA**” means the California Labor and Workforce Development Agency.

9. “**LWDA Notice**” means the notice that Plaintiff submitted to the LWDA on November 30, 2022.

10. “**LWDA Payment**” means 75% of the Net Settlement Amount to be paid to the LWDA, in accordance with California Labor Code § 2699.

11. “**Net Settlement Amount**” means the Gross Settlement Amount minus the Court-approved Service Award to the Plaintiff, attorneys’ fees and litigation costs to Plaintiff’s Counsel, and settlement administration costs to the Settlement Administrator. Provided that the Court approves the amounts listed herein in full, the Net Settlement Amount is estimated to be approximately \$86,916.67. Pursuant to the PAGA, seventy-five percent of the Net Settlement Amount will be paid to the LWDA and twenty-five percent of the Net Settlement Amount will be paid to the Aggrieved Employees. The Net Settlement Amount may increase or decrease based on order of the Court regarding attorneys’ fees and litigation costs, settlement administration costs, and the Service Award to Plaintiff described below.

12. “**PAGA**” means the Private Attorneys General Act, California Labor Code § 2698, *et seq.*

13. “**PAGA Period**” means the time period of November 30, 2021 to July 1, 2022.

14. “**Parties**” means Plaintiff and Defendants, collectively.

15. “**Plaintiff**” means Plaintiff Sarah Malaga.

16. “**Plaintiff’s Counsel**” means Diversity Law Group, P.C.

17. “**Released Parties**” means Defendants Community Banker Services Corporation and Westamerica Bancorporation and each of their parents, subsidiaries, affiliates and affiliated companies, shareholders, directors, officers, agents, employees, predecessors, successors, and assigns.

18. “**Released PAGA Claims**” any and all claims for civil penalties under the PAGA (Labor Code § 2698 *et seq.*) that are based on the factual allegations in the PAGA Action, including for alleged violations of Labor Code §§ 201-204, 221-225.5, 226, 510, 558, 1194, 1197, 1197.1, and 2698 *et seq.*, and applicable IWC Wage Orders, that accrued during PAGA Period.

19. “**Service Award**” means the amount of Two Thousand Five Hundred Dollars (\$2,500.00), which shall be paid from the Gross Settlement Amount to Plaintiff for her services in prosecuting this Action on behalf of other employees. This amount shall be in addition to Plaintiff’s Individual PAGA Payment.

20. “**Settlement Administrator**” means Phoenix Settlement Administrators, the third-party administrator retained by the Parties to administer the settlement.

II. RECITALS

1. On November 30, 2022, Plaintiff submitted a notice to the LWDA seeking/asserting PAGA claims against Defendants premised on alleged violations of Labor Code §§ 201-204, 221-225.5, 226, 510, 558, 1194, 1197, 1197.1, and applicable IWC Wage Orders (Case No. LWDA-CM-921907-22).

2. On December 27, 2022, Plaintiff filed a class action complaint against Defendants, entitled *Sarah Malaga v. Community Banker Services Corporation et al.*, in Marin County Superior Court, Case No. CIV2204392, asserting class action wage and hour claims premised on the same/similar violations mentioned herein ("Class Action").

3. On February 6, 2023, Plaintiff filed this Action against Defendants in Marin County Superior Court, Case No. CIV2300292, asserting PAGA claims against Defendants based on alleged violations of Labor Code §§ 201-204, 221-225.5, 226, 510, 558, 1194, 1197, 1197.1, and applicable IWC Wage Orders.

4. The Parties met and conferred regarding the existence of the arbitration agreement with class action waiver entered into by Plaintiff and Community Banker Services Corporation. In light of the class action waiver, Plaintiff agreed to dismiss without prejudice the class claims alleged in the Class Action. Based on a Stipulation submitted by the Parties, the Court issued an Order, dated August 22, 2023, dismissing the Class Action without prejudice. No consideration is being given for said dismissal as it was based on the class action waiver.

5. On November 28, 2023, Defendants filed their Motion to Compel Arbitration and Stay Proceedings seeking to: (a) compel Plaintiff's individual PAGA claim to arbitration pursuant to the parties' arbitration agreement; and (b) stay the action. On February 13, 2024, the Court granted Defendants' Motion to Compel Arbitration of Plaintiff's individual PAGA claims and stayed the action pending arbitration of Plaintiff's individual PAGA claim.

6. The parties agreed to participate in a mediation of all claims at issue in the Action. On August 7, 2025, following the exchange of informal discovery, the Parties attended a full-day mediation before the Honorable Peter Kirwan (Ret.) and were able to reach a resolution of the Action, after accepting a mediator's proposal in this Action and engaging in additional post-mediation negotiations. As a result of this settlement, the Parties have agreed to fully and finally resolve the Released PAGA Claims as to Plaintiff and the Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission and Denial of Liability.** Defendants deny any liability or wrongdoing of any kind and further denies that, for any purpose other than settling the Lawsuit, this action is appropriate for representative treatment. Defendants maintain, among other things, that they have complied with federal and California law in all respects. The Parties agree that neither this Settlement Agreement, the furnishing of the consideration for this Settlement Agreement, or any other aspect of the settlement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of any wrongdoing or liability of any kind.

2. **Gross Settlement Amount.** Defendant shall pay One Hundred Sixty-Seven Thousand and Five Hundred Dollars (\$167,500.00) as the Gross Settlement Amount to fully and finally resolve all claims in this Action. The Gross Settlement Amount shall be all-in with no reversion. The Parties agree to the following allocations to be paid from the Gross Settlement Amount:

a. **Net Settlement Amount.** The Net Settlement Amount will be subject to Court approval consistent with California Labor Code § 2699. Assuming the Court approves the attorneys' fees and costs, Service Award, and settlement administration costs as listed herein, the Net Settlement Amount is estimated to be \$86,916.67. Upon approval and pursuant to the PAGA, the Net Settlement Amount shall be allocated as follows:

- (1) 75% of the Net Settlement Amount will be paid to the LWDA, as required by California Labor Code § 2699. This portion of the Net Settlement Amount is estimated to be \$65,187.50.
- (2) 25% of the Net Settlement Amount will be distributed to the Aggrieved Employees as further described in Section IV herein. This portion of the Net Settlement Amount is estimated to be \$21,729.17.

b. **Attorneys' Fees and Costs.** Up to one-third of the Gross Settlement Amount, or \$55,833.33, shall be paid to Plaintiff's Counsel for payment of attorney's fees, and up to \$18,000.00 shall be paid to Plaintiff's Counsel for reimbursement of litigation costs. Defendants shall not oppose Plaintiff's request for attorneys' fees and costs up to these amounts. Any portion of the attorneys' fees and costs not awarded by the Court to Plaintiff's Counsel will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on an IRS Form 1099 issued to Plaintiff's Counsel, who will be responsible for paying any tax obligations arising from any Form 1099 payment.

c. **Settlement Administration Costs.** Settlement Administration Costs shall include the cost of the Settlement Administrator to administer the settlement in the amount of up to \$4,250.00. Any portion of the Settlement Administration Costs not awarded by the Court will be added to the Net Settlement Amount.

d. **Service Award to Plaintiff.** Up to \$2,500.00 shall be paid to Plaintiff in exchange for her service as the representative in this Action. Defendants shall not oppose this request. Any portion of the Service Award not approved by the Court will be added to the Net Settlement Amount. Plaintiff's Service Award payment will be reported on an IRS Form 1099 by the Settlement Administrator. Plaintiff will be responsible for paying all state and federal income tax obligations arising from any Form 1099 payment.

3. **Calculation of Gross Settlement Amount.** The Gross Settlement Amount is calculated with, and is premised on, a total of 2,494 pay periods worked by Aggrieved Employees during the PAGA Period. In the event the number of actual pay periods worked during the PAGA Period increases by more than 5% of the 2,494 pay periods (*i.e.*, greater than 2,619 pay periods), Defendants have the option of either: (1) cutting off the end date for the PAGA Period as of the

date on which the number of total pay periods exceeds 2,619, or (2) increasing the Gross Settlement Amount pro rata for each percentage of increased pay periods over 5%. For example, if there is a 6% increase in the number of pay periods, the Gross Settlement Amount increases by 1%.

4. **Tax Indemnification.** Plaintiff is solely responsible for the payment of, and therefore promises to pay, any and all taxes, penalties, or other costs that may be assessed against her based on the Service Award payment. Defendants shall not have a duty to defend or indemnify Plaintiff against any tax claim or assessment associated with the payments made to her under this Settlement Agreement. Plaintiff shall cooperate in the defense of any tax claims brought against Defendants associated with the payment of the Service Award and shall indemnify and hold Defendants harmless against any action taken against them in the event any taxing authority challenges the allocation or characterization of the Service Award and/or seeks payment of taxes, interest, penalties, or other assessments from Defendants in connection with any payments paid pursuant to this Settlement Agreement.

5. **Release by Plaintiff and Aggrieved Employees.** Upon the Effective Date and Defendants' full funding of the Gross Settlement Amount, Plaintiff, Aggrieved Employees, and the State of California with respect to the Aggrieved Employees, fully and finally release the Released Parties from the Released PAGA Claims that accrued during the PAGA Period.

6. **No Right to Opt-Out.** Aggrieved Employees may not opt out of the PAGA settlement. Aggrieved Employees will release the Released Claims regardless of whether they negotiate their settlement checks.

7. **Mutual Non-Disparagement.**

a. Neither Party shall make any statements about the other Party or its businesses which are defamatory or maliciously false. This includes public statements or any statements which the Party reasonably believes will become public, written statements, oral statements, electronic statements, or other conduct that could reasonably disparage Plaintiff's or Defendants' reputation.

b. Nothing in this paragraph shall preclude Plaintiff from responding truthfully to inquiries made in connection with any legal or governmental proceeding pursuant to subpoena or other legal process.

8. **Court Approval of the Settlement.** Following full execution of this Settlement Agreement and subject to Defendants' review and approval prior to filing, Plaintiff's Counsel shall prepare and file a motion to the Court for approval of this Agreement. In connection with the motion, Plaintiff's Counsel will present this Settlement Agreement to the Court and will request that the Court issue a Settlement Approval Order and Judgment. PAGA Counsel shall promptly reserve a mutually convenient hearing on the motion for settlement approval, and shall file the motion for settlement approval no later than 16 court days prior to the hearing. PAGA Counsel shall provide a draft of the motion for settlement approval to defense counsel to review at least seven (7) days prior to filing it. Defendants shall not unreasonably withhold their approval of the motion. Pursuant to Labor Code § 2699, Plaintiff will provide a copy of this Settlement Agreement to the LWDA concurrently with the filing of the motion for approval of the settlement.

9. **Termination of Settlement Agreement.** In the event: (i) the Court does not enter an order approving this Agreement as provided herein; (ii) the Effective Date does not occur; or (iii) the settlement set forth in this Agreement does not become final for any other reason, this Settlement Agreement shall be null and void and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

IV. ADMINISTRATION OF SETTLEMENT

1. The Settlement Administrator will administer the settlement, the costs of which are estimated to be up to \$4,250.00 and shall be paid from the Gross Settlement Amount.

2. **Funding of Gross Settlement Amount; Individual Settlement Payments to Aggrieved Employees:**

a. Within fourteen (14) calendar days of the Effective Date and receipt of wire transfer instructions from the Settlement Administrator, whichever is later, Defendants will deposit the Gross Settlement Amount with the Settlement Administrator.

b. Concurrently with the deposit of the Gross Settlement Amount, Defendants will provide the Settlement Administrator with a list of the following information for each Aggrieved Employee: (1) full name; (2) last known mailing address and telephone number; (3) the number of pay periods worked as a non-exempt salaried employee in California during the PAGA Period; and (4) Social Security number. Before disbursing the Net Settlement Amount to the LWDA and Aggrieved Employees, the Settlement Administrator will send calculations (without personal identifying information) of the Individual PAGA Payments to counsel for approval.

c. Within ten (10) calendar days of receipt of the Gross Settlement Amount, the Settlement Administrator shall pay to Plaintiff the amount of the Court-approved Service Award.

d. Within ten (10) calendar days of receipt of the Gross Settlement Amount, the Settlement Administrator shall pay to Plaintiff's Counsel the amount of the Court-approved attorneys' fees and costs.

e. Within ten (10) calendar days of receipt of the Gross Settlement Amount, the Settlement Administrator shall issue a payment to itself for the Court-approved settlement administration costs in connection with the services performed with the Settlement.

f. After payment of attorneys' fees and costs, Plaintiff's Service Award, and Settlement Administration Costs, the Net Settlement Amount will be disbursed to the LWDA and Aggrieved Employees as follows:

- (1) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA.
- (2) The remaining twenty-five percent (25%) of the Net Settlement Amount will be allocated to Aggrieved Employees on a pro rata

basis (*i.e.*, the number of pay periods each Aggrieved Employee worked as a non-exempt salaried employee in California during the PAGA Period divided by the aggregate total number of pay periods worked by all Aggrieved Employees as non-exempt salaried employees in California during the PAGA Period).

- (3) Each Aggrieved Employee's share of the Individual PAGA Payment will be stated on the Notice of Settlement, attached to this Agreement as Exhibit A.

g. Within ten (10) days after receipt of the Gross Settlement Amount, the Settlement Administrator will issue each Aggrieved Employee a check for his or her Individual PAGA Payment, along with the Notice of Settlement attached to this Settlement Agreement as Exhibit A. Checks will remain negotiable for one hundred eighty (180) days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Settlement checks returned as undeliverable and settlement checks remaining uncashed for more than 180 days after issuance will be distributed to the State Controller's Office, Unclaimed Property Division, in the name of the Aggrieved Employee whose check was uncashed. If, for some reason, the Court does not approve the escheatment of uncashed funds, the Parties agree to cy pres recipient, Legal Aid At Work.

3. The Individual PAGA Payments shall be allocated as 100% penalties and shall be reported using IRS Forms 1099. The appropriate 1099s will be filed with the relevant taxing authorities by the Settlement Administrator and issued to the Aggrieved Employees by the Settlement Administrator in accordance with the law.

4. The Settlement Administrator will provide an accounting and written declaration under oath to the Parties of the amounts paid out and the completion of the administration. The accounting and declaration are due to the Parties within 21 days after the settlement check cashing 180-day deadline.

V. MISCELLANEOUS PROVISIONS

1. **Plaintiff's Release of Claims and Dismissal of Individual Arbitration Action.** Plaintiff shall execute a separate release agreement pursuant to the Parties' Memorandum of Understanding, executed in December 2025. The separate release agreement shall resolve Plaintiff's individual claims alleged in *Sarah Malaga v. Community Banker Services Corporation et al.*, Case No. 01-24-0003-1971 (AAA), except the individual PAGA claims released in accordance with III.5. Plaintiff's separate release agreement shall include a full general release with a California Civil Code § 1542 waiver. Plaintiff agrees that she will submit a request to dismiss with prejudice the individual claims asserted in Case No. 01-24-0003-1971 (AAA), as set forth in the separate release agreement referenced in this paragraph.

2. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full.

3. **Confidentiality.** PAGA Counsel agree to discuss the terms of this Settlement Agreement only in filings in the Action as required to approve the settlement and in discussions with Aggrieved Employees or the Settlement Administrator in the context of administering this settlement. PAGA Counsel will not discuss the settlement with any third parties or otherwise publicize the settlement in any manner, including but not limited to, on any website or platform. PAGA Counsel will not use any information about the identities, contact information, or other data provided about the Aggrieved Employees in the Action other than for purposes of the Action. For the limited purpose of proving adequacy as counsel in other actions, or for purposes of seeking court approval of other PAGA settlements, PAGA Counsel may disclose information available in the public record about the Action and Settlement. Additionally, the Parties agree that this Settlement Agreement is confidential until the settlement approval motion is filed.

4. **Drafting.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that no Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

5. **Acknowledgement of Fair and Reasonable Settlement.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

6. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, mediator fees, and other fees incurred in connection with this Settlement Agreement and in connection with the Action, except as otherwise set forth specifically herein.

7. **Authority; Binding Agreement.** Defendants represent and warrant that the undersigned has the authority to act on behalf of Defendants and to bind Defendants to the terms of this Settlement Agreement. Plaintiff represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through her to bind her to the terms and conditions of this Settlement Agreement. The Parties agree that this Settlement Agreement is enforceable and binding on all Parties, and further agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms under California Code of Civil Procedure § 664.6. In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover theirs or its attorneys' fees and costs in connection with the enforcement action.

8. **Successors and Assigns.** The provisions of this Settlement Agreement shall be binding upon and inure to the benefit of the respective Parties and their heirs, executors, administrators, agents, representatives, successors, and assigns.

9. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in Marin County, California and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Marin.

10. **Continuing Jurisdiction and California Code of Civil Procedure § 664.6.** After approval of this settlement, and pursuant to Code of Civil Procedure § 664.6, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the settlement, (ii) settlement administration matters, and (iii) such other matters as may be appropriate under court rules or as set forth in this settlement.

11. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, digital, electronic, .PDF, DocuSign, and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

12. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

13. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by counsel for all Parties.

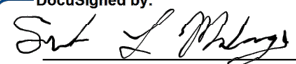
14. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

15. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

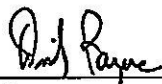
PLAINTIFF:

Dated: 3/23/2026

DocuSigned by:

5846F9DF-7151
Sarah Malaga

DEFENDANTS:

Dated: 3/26/2026

By: 
David Payne
Community Banker Services Corporation and
Westamerica Bancorporation

APPROVED ONLY AS TO FORM:

DATED: May 5, 2026

LITTLER MENDELSON, P.C.

By: 
Barbara Blackburn
Lauren J. Orozco
Attorneys for Defendants Community Banker
Services Corporation and Westamerica
Bancorporation

DATED: _____

DIVERSITY LAW GROUP, P.C.

By: _____
Larry W. Lee
Mai Tulyathan
Attorneys for Plaintiff Sarah Malaga and
Aggrieved Employees

DEFENDANTS:

Dated: _____

By: _____

David Payne

Community Banker Services Corporation and
Westamerica Bancorporation

APPROVED ONLY AS TO FORM:

DATED: _____

LITTLER MENDELSON, P.C.

By: _____

Barbara Blackburn

Lauren J. Orozco

Attorneys for Defendants Community Banker
Services Corporation and Westamerica
Bancorporation

DATED: March 23, 2026

DIVERSITY LAW GROUP, P.C.

By:



Larry W. Lee

Mai Tulyathan

Attorneys for Plaintiff Sarah Malaga and
Aggrieved Employees

EXHIBIT A

NOTICE OF SETTLEMENT

Sarah Malaga v. Community Banker Services Corporation et al.
(Marin County Superior Court, Case No. CIV2300292)

[Address Line 1]
[Address Line 2]
[Address Line 3]

[Dear [REDACTED]]:

You are receiving this letter and the accompanying check made payable to you pursuant to a court-approved settlement in the matter of *Sarah Malaga v. Community Banker Services Corporation et al.* The check is in the amount of \$[REDACTED] and is for your share of the settlement pursuant to the settlement agreement entered into by the Parties in the above-referenced lawsuit.

You have been identified as a California non-exempt salaried employee of either Community Banker Services Corporation or Westamerica Bancorporation (“Defendants”) who worked during one or more pay periods from November 30, 2021 to July 1, 2022 (“Aggrieved Employee”).

On July 5, 2022, Sarah Malaga (“Plaintiff”) filed a lawsuit against Defendants in the above-referenced matter (“PAGA Action”). The Action was brought by Plaintiff, on behalf of herself and the State of California and other Aggrieved Employees, as an action pursuant to California Labor Code Private Attorneys General Act (“PAGA”), based on violations of California Labor Code §§ 201-204, 221-225.5, 226, 510, 558, 1194, 1197, 1197.1, and applicable IWC Wage Orders (“PAGA Claims”). For these alleged violations, Plaintiff sought civil penalties pursuant to the PAGA.

Defendants deny Plaintiff’s allegations and disputes all of Plaintiff’s claims. The Action was litigated. Following an investigation and a mediation with a third-party, neutral mediator, Defendant and Plaintiff agreed to settle the case to avoid further time and expense in litigation. The Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on [DATE OF APPROVAL], 2026. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement Agreement. You may not opt out of or object to the settlement. The settlement check shall remain valid for 180 days. Checks remaining un-cashed for more than 180 days after issuance will be distributed to the State Controller’s Office, Unclaimed Property Division .

By operation of the court-approved settlement, the Aggrieved Employees are deemed to have fully released and discharged Defendants and each of their parents, subsidiaries, affiliates

and affiliated companies, shareholders, directors, officers, agents, employees, predecessors, successors, and assigns from all claims for civil penalties under the PAGA that are based on the factual allegations in the PAGA Action, including for alleged violations of Labor Code §§ 201-204, 221-225.5, 226, 510, 558, 1194, 1197, 1197.1, and 2698 *et seq.*, and applicable IWC Wage Orders, that accrued from November 30, 2021 to July 1, 2022 (the “PAGA Period”), regardless of whether you cash the enclosed check.

If you have any questions regarding this notice or this case, please contact the Settlement Administrator:

[Settlement Administrator]

[ADDRESS TBD]

[ADDRESS TBD]

[Email address TBD]

[Phone TBD]

PLEASE DO NOT CALL OR WRITE TO THE COURT ABOUT THIS NOTICE

EXHIBIT C



CASE ASSUMPTIONS

Aggrieved Members	224
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	224
Subtotal Admin Only	\$4,250.00

Not-to-Exceed Total \$4,250.00

For 224 Aggrieved Members

Pricing Good for Scope of Estimate Only

February 26, 2026

Case: Malaga v. Community Banker Services PAGA Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949-566-1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Mai Tulyathan

Firm: Diversity Law Group, APC

Contact Number: (213) 488-6555

Email: ktulyathan@diversitylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 224 Aggrieved Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$37.23	1	\$37.23
Call Center & Long Distance	\$2.00	22	\$44.80
NCOA (USPS)	\$85.00	1	\$85.00
Total			\$667.03

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.20	224	\$44.80
Notice and Check Packet	\$1.25	224	\$280.00
Estimated Postage (up to 1 oz.)*	\$0.74	224	\$165.76
Total			\$740.56

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	2	\$100.00
Skip Tracing Undeliverables	\$1.50	17	\$25.20
Remail Notice Packets	\$1.25	17	\$21.00
Estimated Postage	\$0.56	17	\$9.41
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$255.61

Database Programming

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	1	\$125.00
Case Manager	\$85.00	1	\$85.00
Total			\$210.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	1	\$125.00
Disbursement Review	\$125.00	1	\$125.00
Programming Manager	\$95.00	1	\$95.00
QSF Bank Account & EIN	\$50.00	2	\$100.00
Check Run Setup & Printing	\$125.00	2	\$250.00
Total			\$695.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$1.50	11	\$16.80
Reconcile Uncashed Checks	\$75.00	2	\$150.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$95.00	2	\$190.00
Final Reporting & Declarations	\$125.00	2	\$250.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$450.00	1	\$450.00
Total			\$1,681.80

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$4,250.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT D

Malaga v. Community Banker Services Corporation
Mai Tulyathan Time and Task Chart

Hours	Description of Work
6.5	Initial research and review of background facts in preparation for filing of class action; conduct research re theories of liability; confer with co-counsel re same
4.7	Draft PAGA notice and class action complaint; further review and revise same; confer with co-counsel re same
3.3	Draft PAGA complaint; review and revise same
3.8	Confer with defense counsel re arbitration agreement; review and analyze arbitration agreement; conduct research re enforceability of arbitration agreement; confer with client and co-counsel re same.
2.3	Draft joint stipulation re dismissal of class action complaint; confer with co-counsel re revisions.
2.8	Review notice of related case; research related case and pleadings; confer with defense counsel re same
0.7	Review Defendants' Answer
0.7	Prepare for and attend July 20, 2023 CMC
3.0	Draft written discovery, Requests for Production of Documents and Special Interrogatories, Set One
2.5	Review Defendants' objections to discovery responses; draft meet and confer correspondence to Defendants
0.5	Prepare for and attend September 27, 2023 CMC
0.5	Prepare for and attend November 8, 2023 CMC
6.2	Review Defendants' motion to compel arbitration and supporting documents
7.8	Draft opposition to motion to compel arbitration; conduct research in connection with same
3.1	Review Defendants' reply to motion to compel arbitration
2.8	Prepare for and attend hearing on motion to compel arbitration; review tentative ruling; review order granting arbitration
4.0	Draft Demand for Arbitration; review and revise same
1.0	Prepare for and attend June 12, 2024 CMC
3.6	Telephonic meet and confer with Defendants re: initial arbitration management conference; draft arbitration management conference guide

0.5	Review scheduling order
5.7	Review Defendants' first set of discovery; draft responses to written discovery requests, discussions with client regarding same
1.5	Review document production in connection with Plaintiff's discovery responses to Defendants' first set of written discovery
2.4	Draft first set of written discovery in arbitration
8.5	Review Defendants' responses to same; review document production from Defendants
3.8	Several meet and confer correspondence re Defendants' discovery responses and document production
3.2	Meet and confer with opposing counsel for case management conferences; draft various case management conference statements
0.5	Prepare for and attend January 27, 2025 CMC
2.5	Meet and confer re continuance of arbitration; draft stipulation to continue arbitration evidentiary hearing; correspondence with arbitrator
0.3	Meet and confer with Defendant re: mediators and dates
3.8	Draft data request for mediation
9.4	Review data production; confer with expert re data; review expert analysis and run penalties analysis
7.7	Draft mediation brief; legal research re same; confer with client re mediation
8.7	Prepare for and attend mediation
0.7	Post-mediation discussions with mediator
0.8	Prepare for and attend December 1, 2025 CMC
12.9	Draft memorandum of understanding (MOU); confer with defense counsel re same; multiple rounds of revisions
1.4	Confer with settlement admin re bid for administering settlement; review terms of proposed bid
0.5	Prepare for and attend March 23, 2026 CMC; prepare notice of hearing
18.4	Draft long-form PAGA settlement agreement and PAGA settlement notice; confer with Defendants' counsel re same; multiple rounds of revisions
15.7	Draft and revise motion for approval of Settlement Agreement and supporting declarations; confer with Defendants and co-counsel re same
168.7	TOTAL HOURS

EXHIBIT E

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice # 10455
Invoice Date 05/12/2026
Terms Upon Receipt
Due Date 05/12/2026
PO #

Summary- Malaga, Sarah v. Community Banker Services Corp. & WestAmerica Bancorporation - PAGA (13156.002)

Type	Description	Amount
Fees & Other Charges		0.00
Billed Time		0.00
Expenses		16,324.62

Subtotal: \$16,324.62
Discount: \$0.00
Subtotal after Discount: \$16,324.62
Taxable Subtotal: \$16,324.62
Tax: \$0.00
Total: \$16,324.62

Details - Malaga, Sarah v. Community Banker Services Corp. & WestAmerica Bancorporation - PAGA (13156.002)

Expenses

Date	Category	Expense Code	Description	Amount (\$)
11/30/2022		Photocopies	PhotocopiesPhotocopies	0.25
11/30/2022		Postage	PostagePostage	6.57
11/30/2022		Court fees	LWDALWDA	75.00
12/27/2022		Court fees	Marin E Filing - ComplaintMarin E Filing - Complaint	451.91
12/27/2022		Court fees	Marin Superior eDelivery - Complaint	1,479.41
02/06/2023		Attorney Service	Attorney Service - ComplaintAttorney Service - Complaint	597.68
02/15/2023		Attorney Service	Attorney Service - Complaint Service	171.46
02/15/2023		Attorney Service	Attorney Service - Complaint Service	47.75
02/15/2023		Attorney Service	Attorney Service - Complaint Service	171.46
02/15/2023		Attorney Service	Attorney Service - Complaint Service	46.25
02/23/2023		Attorney Service	Attorney Service - POS of Summons	76.70
02/27/2023		Attorney Service	Attorney Service - POS of Summons	110.93
06/07/2023		Court fees	Marin E Filing - Notice of Rescheduled CMC	4.95
06/07/2023		Court fees	Marin E Delivery - Notice of Rescheduled	4.95

Diversity Law Group

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Los Angeles, California, 90071
lwlee@diversitylaw.com

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Date	Category	Expense Code	Description	Amount (\$)
06/14/2023		Attorney Service	Attorney Service - CMSAttorney Service - CMS	112.93
06/15/2023		Attorney Service	Attorney Service - Notice of Related Case	113.93
06/15/2023		Attorney Service	Attorney Service - Notice of Related Case	113.93
06/30/2023		Photocopies	PhotocopiesPhotocopies	3.00
06/30/2023		Postage	PostagePostage	1.68
06/30/2023		Photocopies	PhotocopiesPhotocopies	2.50
06/30/2023		Postage	PostagePostage	1.20
07/05/2023		Attorney Service	Attorney Service - CMSAttorney Service - CMS	98.96
07/05/2023		Attorney Service	Attorney Service - CMSAttorney Service - CMS	98.96
08/22/2023		Attorney Service	Attorney Service - Joint Stip to Dismiss	230.93
09/12/2023		Court fees	Marin Superior E Filing - CMSMarin Superior E Filing - CMS	4.95
10/24/2023		Court fees	Marin E Filing - CMSMarin E Filing - CMS	4.95
12/14/2023		Court fees	Marin E Filing - Stip to Cont MTC Arb	25.50
01/08/2024		Online research	Online DocOnline Doc	5.50
01/12/2024		Attorney Service	Attorney Service - OppoAttorney Service - Oppo	57.70
01/12/2024		Delivery services/messenger	Federal ExpressFederal Express	39.55
02/06/2024		Court fees	Marin E Filing - CMSMarin E Filing - CMS	4.95
03/19/2024		Arbitrators/mediators	AAA - Demand for ArbitrationAAA - Demand for Arbitration	360.50
03/31/2024		Photocopies	PhotocopiesPhotocopies	2.11
05/28/2024		Court fees	ACE E Filing - CMSACE E Filing - CMS	15.02
01/10/2025	Court Fees		ACE E Filing - CMS	17.57
02/05/2025	Court Fees		Online Docs	4.00
02/08/2025	Court Fees		Online Doc	19.00
02/12/2025	Court Fees		Online Docs	21.00
07/08/2025	E121 Arbitrators/mediators		Signature Resolution Mediation	6,750.00
08/08/2025	Court Fees		Online Doc	26.50
08/08/2025	Court Fees		Online Doc	4.00
08/25/2025	Expert Fees		Peregrine Economics LLC	3,448.75
08/31/2025	Postage and delivery		Postage	0.74
09/29/2025	Expert Fees		Peregrine Economics LLC	1,068.75



INVOICE

Diversity Law Group

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Due Date 05/12/2026
PO #

Date	Category	Expense Code	Description	Amount (\$)
09/30/2025	Postage and delivery		Postage	0.74
11/14/2025	Court Fees		ACE EFiling - CMS (Filing ID: 13277194 Envelope No: 25MC00064502)	23.51
11/20/2025	E105 Telephone		Conference Call	2.00
02/20/2026	Court Fees		ACE EFiling - CMS (Filing ID: 13875127 Envelope No: 26MC00077162)	23.51
03/06/2026	Court Fees		ACE EFiling - CMS (Filing ID: 13967610 Envelope No: 26MC00079199)	23.51
03/26/2026	Court Fees		ACE EFiling - Notice of CMC (Filing ID: 14101388 Envelope No: 26MC00081848)	23.51
04/20/2026	Court Fees		ACE EFiling - CMS (Filing ID: 14273705 Envelope No: 26MC00085633)	23.51
05/12/2026	Court Fees		WIP - Anticipated Costs	300.00
Subtotal:				\$16,324.62
Total:				\$16,324.62

EXHIBIT F