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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

BLANCA OLIVAREZ, individually, and on behalf of Aggrieved Employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

COMERICA MANAGEMENT CO., INC., a Michigan corporation; FIFTH THIRD BANK, N.A., an Ohio corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. CGC-24-613901

Honorable Jeffrey S. Ross
Department 613

[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT, PAGA COUNSEL FEES PAYMENT, PAGA COUNSEL LITIGATION EXPENSES PAYMENT, AND ADMINISTRATION EXPENSES PAYMENT

Date:	December 18, 2026
Time:	9:00 a.m.
Department:	613
Complaint Filed:	April 12, 2024
FAC Filed:	November 10, 2026
Trial Date:	Not Set

[PROPOSED] ORDER AND JUDGMENT

On December 18, 2026 at 9:00 a.m. in Department 613 of the above-entitled Court, located at the Civic Center Courthouse, 400 McAllister Street, San Francisco, California 94102, Plaintiff Blanca Olivarez's ("Plaintiff") Motion for Approval of PAGA Settlement, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment ("Motion") came on for hearing before the Honorable Jeffrey S. Ross. Blackstone Law, APC appeared on behalf of Plaintiff, and Sheppard, Mullin, Richter & Hampton LLP appeared on behalf of Defendants Comerica Management Co., Inc. and Fifth Third Bank, N.A., a successor by merger to Comerica Management Co., Inc. (together, "Defendants").

Plaintiff and Defendants (collectively, the "Parties") have executed the PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

IT IS HEREBY ORDERED THAT:

1. Plaintiff's Motion is granted in its entirety.

2. This Order and Judgment incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order and Judgment as set forth in the Settlement Agreement.

3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("PAGA"), including, but not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and Defendants with notice of the specific provisions of the California Labor Code alleged to have been violated, including, but not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(s)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action ("Action").

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5. The individuals covered under the Settlement consist of the following: "All current and former non-exempt employees who worked for Defendant Comerica Management Co., Inc. in California during the PAGA Period" ("Aggrieved Employees"). The "PAGA Period" is defined as the period from September 5, 2022 to March 31, 2026.

6. The Court finds that the Parties reached the Settlement as a result of arm's-length negotiations.

7. Pursuant to California Labor Code section 2699(l)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which shall be the Gross Settlement Amount ($1,400,000.00) less the approved PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment to CPT Group, Inc. ("Administrator"). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA PAGA Payment") and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees in accordance with this Order and Judgment and the Settlement Agreement.

8. The Court has considered the Settlement, and the monetary allocations provided thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Administrator to administer the Settlement and to make the payments as provided for by, and consistent with, this Order and Judgment and the Settlement Agreement.

9. The Court approves the payment of $466,666.67 to PAGA Counsel for attorneys' fees, subject to Paragraph 7.1 of the Settlement Agreement. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

10. The Court approves the payment of $26,577.58 to PAGA Counsel for reimbursement of actual litigation expenses incurred in this matter. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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11. The Court approves payment in the amount of $6,990.00 to the Administrator for the Administration Expenses Payment. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves the cover letter ("Cover Letter"), attached hereto as **Exhibit 1**, and the Administrator shall distribute the Cover Letter to Aggrieved Employees at the same time that it distributes Individual PAGA Payment checks to the Aggrieved Employees.

13. Within twenty-one (21) calendar days after entry of the this Order and Judgment, Defendants, through Defense Counsel, will deliver to the Administrator each Aggrieved Employee's (i) full name; (ii) last known mailing address; (iii) Social Security number; and (v) number of PAGA Pay Periods (collectively, "Aggrieved Employee Data").

14. Within fourteen (14) calendar days of the Effective Date, Defendants will fully fund the Gross Settlement Amount by transmitting the funds to a qualified settlement account established by the Administrator .

15. Within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount, the Administrator will distribute the Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of the Individual PAGA Payments.

16. Each Individual PAGA Payment check will be valid one hundred and eighty (180) calendar days from the date the checks are mailed, and thereafter, will be voided and cancelled. Any funds associated with such canceled checks will be distributed by the Administrator to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee(s).

17. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

18. Effective on the Effective Date and date when Defendants have fully funded the entire Gross Settlement Amount, Plaintiff and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, and the LWDA, the Released Parties from all claims for civil

penalties under PAGA that were alleged, or could have been alleged, in the Operative Complaint and/or in the PAGA Notice, i.e., claims for failure to pay minimum wages, straight time compensation, overtime wages, contractual wages and compensation; failure to timely pay wages; failure to timely pay final wages and wages due upon separation; missed/short/late/interrupted meal period and/or rest period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; failure to pay meal period and/or rest period premiums at the regular rate of pay; failure to pay sick leave at the regular rate of pay; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; failure to furnish accurate itemized wage statements; unlawful failure to keep accurate payroll records; any violations of the California Labor Code or of the Wage Orders of the California Industrial Welfare Commission that could have been alleged in the Operative Complaint and/or PAGA Notice, i.e., Labor Code sections, 201, 202, 203, 204, 210, 221, 225.5, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d),1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq*., and 2699 *et seq*., 2800, and 2802, and any violations of the Wage Orders of the California Industrial Welfare Commission that could have been alleged in the Operative Complaint and/or PAGA Notice based on the allegations made in the Operative Complaint and/or the PAGA Notice (collectively, "Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period.

19. The "Released Parties" means Defendants, and each and all of their past, present and future officers, directors, managing agents, members, owners, partners, trustees, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors (including Fifth Third Bank, National Association, which is a wholly owned, indirect subsidiary of Fifth Third Bancorp.), insurers, joint venturers, joint employers, temporary staffing agencies, dual employers, co-employers, common law employers, contractors, service providers, alter-egos, any person and/or entity with potential or alleged to have joint liability.

20. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code

§ 2699(s)(3).

21. A Compliance Hearing is set for _____ at _____ in Department 613 located at the 400 McAllister Street, San Francisco, California 94102. A declaration regarding the status of the distribution of the settlement funds is due to be filed no later than _____ .

IT IS SO ORDERED.

Dated: _____

_____
Honorable Jeffrey S. Ross
Judge of the Superior Court

EXHIBIT 1

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Blanca Olivarez v. Comerica Management Co., Inc., et al*, San Francisco County Superior Court Case No. CGC-24-613901

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual PAGA Payment"). This check is your payment from the settlement in the lawsuit entitled *Blanca Olivarez v. Comerica Management Co., Inc., et al*, San Francisco County Superior Court Case No. CGC-24-613901 ("Action").

The lawsuit was filed on April 12, 2024 by Blanca Olivarez ("Plaintiff") against her former employers Comerica Management Co., Inc. and successor by merger Fifth Third Bank, N.A. (together, "Defendants"), on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders. Prior to initiating the lawsuit, on September 5, 2023 (and amended on _____), Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendants' alleged violations of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number: LWDA-CM-979672-23 ("PAGA Notice").

Defendants deny all of Plaintiff's allegations and deny any wrongdoing of any kind associated with Plaintiff's allegations. A settlement was reached between Plaintiff and Defendants.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former non-exempt employees who worked for Defendant Comerica Management Co., Inc. in California during the PAGA Period ("Aggrieved Employees"). The period from September 5, 2022 to March 31, 2026 is the "PAGA Period."

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant Comerica Management Co., Inc. in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of Court's order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount>>, the Aggrieved Employees release the Released PAGA Claims against all Released Parties as follows:

> "Released Parties" means Defendants, and each and all of their past, present and future officers, directors, managing agents, members, owners, partners, trustees, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors (including Fifth Third Bank, National Association, which is a wholly owned, indirect subsidiary of Fifth Third Bancorp.), insurers, joint venturers, joint employers, temporary staffing agencies, dual employers, co-employers, common law employers, contractors, service providers, alter-egos, any person and/or entity with potential or alleged to have joint liability

"Released PAGA Claims" means all claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Operative Complaint and/or in the PAGA Notice, i.e., claims for failure to pay minimum wages, straight time compensation, overtime wages, contractual wages and compensation; failure to timely pay wages; failure to timely pay final wages and wages due upon separation; missed/short/late/interrupted meal period and/or rest period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; failure to pay meal period and/or rest period premiums at the regular rate of pay; failure to pay sick leave at the regular rate of pay; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; failure to furnish accurate itemized wage statements; unlawful failure to keep accurate payroll records; any violations of the California Labor Code or of the Wage Orders of the California Industrial Welfare Commission that could have been alleged in the Operative Complaint and/or PAGA Notice, i.e., Labor Code sections, 201, 202, 203, 204, 210, 221, 225.5, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d),1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, and 2699 *et seq.*, 2800, 2802, and any violations of the Wage Orders of the California Industrial Welfare Commission that could have been alleged in the Operative Complaint and/or PAGA Notice based on the allegations made in the Operative Complaint and/or the PAGA Notice. The Released PAGA Claims are limited to the PAGA Period.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do <u>not</u> call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel, Plaintiff or Plaintiff's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Administrator] at [toll-free phone number].