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on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

MARGARITA M. MARTINEZ, on behalf of
herself and others similarly situated,

Plaintiff,

v.

VALLEY FIRST CREDIT UNION; and DOES
1 through 100, inclusive,

Defendants.

Case No. CV-25-005389

*ASSIGNED FOR ALL PURPOSES TO
THE HONORABLE CLIFFORD TONG,
DEPARTMENT 23*

CLASS AND PAGA ACTION

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE OF CLAIMS BETWEEN
PLAINTIFF MARGARITA MARTINEZ
AND DEFENDANT VALLEY FIRST
CREDIT UNION**

Complaint Filed: June 3, 2025

Trial Date: None Set

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15 Attorneys for Defendant
16 VALLEY FIRST CREDIT UNION
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1 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Stipulation of
2 Settlement” or “Settlement”) is made and entered into by and between Plaintiff Margarita M.
3 Martinez, individually and on behalf of others members of the general public similarly situated
4 and aggrieved employees (“Plaintiff”) and Defendant Valley First Credit Union (“Defendant”).

5 This Stipulation of Settlement shall be binding on Plaintiff and those persons Plaintiff seeks
6 to represent, and on: (i) Defendant Valley First Credit Union.; (ii) each of Defendant’s respective
7 past, present and future parents, subsidiaries, partners; and (iii) the past, present and future board
8 members, directors, officers, agents, attorneys, insurers, members, partners, transferees,
9 predecessors, successors, and assigns of any of the foregoing. (collectively, “Released Parties”).
10 The Settlement contemplated by this Stipulation of Settlement may hereinafter be referred to as
11 the “Settlement.”

12 THE PARTIES STIPULATE AND AGREE as follows:

13 1. Plaintiff and Defendant are collectively referred to herein as “the Parties.”

14 2. On June 3, 2025, Plaintiff filed a Class Action Complaint in the Stanislaus County
15 Superior Court, asserting the following eight causes of against VFCU: (1) Failure to Pay Minimum
16 Wages (Cal. Labor Code §§ 1194, 1197); (2) Failure to Pay Overtime Wages (Cal. Labor Code §§
17 510, 1194); (3) Failure to Provide Meal Periods (Cal. Labor Code §§ 512, 226.7); (4) Failure to
18 Provide Rest Periods (Cal. Labor Code § 226.7); (5) Failure to Reimburses for Necessary Business
19 Expenses (Labor Code § 2802); (6) Failure to Pay Paid Sick Time (Cal. Labor Code § 246);
20 (7) Failure to Pay All Waged Due at Time of Separation (Cal. Labor Code §§ 201-203); and (8)
21 Unfair Competition (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

22 3. On April 29, 2030, Plaintiff sent a letter to the Labor and Workplace Development
23 Agency (“LWDA”) alleging violations of the Private Attorneys General Act (“PAGA”) against
24 Defendant for the “Released PAGA Claims,” as defined below.

25 4. After Plaintiff’s service of the Action, the Parties explored settlement by
26 exchanging pre-settlement documents and data. After the pre-mediation production and
27 assessment, the Parties engaged in arms-length settlement negotiations. On April 16, 2026,

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1 Plaintiff and Defendant participated in an all-day mediation presided over by Steven Rottman,
2 Esq., which led to this Agreement to settle the Action

3 5. Pursuant to the Settlement, Plaintiff shall file a First Amended Class and PAGA
4 Representative Action Complaint against Defendant, realleging her prior class claims and adding
5 causes of action for failure to provide accurate wage statements in violation of Labor Code section
6 226 and a claim for penalties in accordance with the Private Attorneys' General Act of 2004, Labor
7 Code sections 2689, *et seq.* ("PAGA"). Plaintiff's First Amended Class and PAGA Representative
8 Action Complaint shall include all Released Claims (defined below) and Released PAGA Claims
9 (defined below) ("Operative Complaint" or "Action").

10 6. The "Class Period" is from June 3, 2021 through May 1, 2026. The "PAGA
11 Period" is from June 3, 2024 through May 1, 2026. This Action has been actively litigated. There
12 have been on-going investigations, there has been an exchange of documentation and data, and the
13 Parties have participated in extensive settlement negotiations. Plaintiff has not filed a motion for
14 class certification in this Action, nor has a date been set by the Court for the filing of such a motion.

15 7. For purposes of this Settlement, the "Settlement Class" or "Class Members" shall
16 consist of all persons employed by Defendant in California as a non-exempt employee from June
17 3, 2021 through May 1, 2026. The Settlement Class, however, shall not include any person who
18 previously settled or released any of the claims covered by this Settlement, any person who
19 previously was paid or received awards through civil or administrative actions for the claims
20 covered by this Settlement, or any person who submits a timely and valid Request for Exclusion
21 as provided in this Settlement. All Class Members who worked any hours for Defendant in
22 California from June 3, 2024 through May 1, 2026 are aggrieved employees with respect to PAGA
23 ("PAGA Members"), and will be paid their PAGA Share and release the "Released PAGA Claims"
24 regardless of whether they submit a timely and valid Request for Exclusion from the Settlement.
25 PAGA Members are not eligible to exclude themselves from, or to opt out of, the Released PAGA
26 Claims.

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1 8. Solely for purpose of settling this case, the Parties stipulate and agree that the
2 requisites for establishing class certification with respect to the Settlement Class have been met
3 and are met for Settlement purposes only. More specifically, the Parties stipulate and agree that:

4 a. The Settlement Class is ascertainable and so numerous as to make it
5 impracticable to join all Class Members.

6 b. There are common questions of law and fact, including but not limited to
7 the following:

8 i. Whether Defendant complied with applicable laws affecting
9 Plaintiff and the Settlement Class under the California Labor Code and the Wage Orders of the
10 California Industrial Welfare Commission; and

11 ii. Whether Plaintiff and the Settlement Class are entitled to alleged
12 unpaid wages, penalties, interest, and attorneys' fees and costs.

13 c. Plaintiff believes that Plaintiff's claims are typical of the claims of the
14 members of the Settlement Class.

15 d. Plaintiff believes that Plaintiff will fairly and adequately protect the
16 interests of the Settlement Class, and that Lavi & Ebrahimian, LLP should be "Class Counsel" and
17 will fairly and adequately protect the interests of the Settlement Class.

18 e. The prosecution of separate actions by individual members of the
19 Settlement Class would create the risk of inconsistent or varying adjudications, which would
20 establish incompatible standards of conduct.

21 f. With respect to the Settlement Class, Plaintiff believes that questions of law
22 and fact common to the members of the Settlement Class predominate over any questions affecting
23 any individual member in such Class, and a class action is superior to other available means for
24 the fair and efficient adjudication of the controversy.

25 9. Defendant denies any liability or wrongdoing of any kind whatsoever associated
26 with the claims alleged in the Complaint, and further denies that, for any purpose other than settling
27 this Action, this Action is appropriate for class or representative treatment. With respect to

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1 Plaintiff's claims, Defendant contends, among other things, that they have complied with all
2 applicable state, federal and local laws affecting Plaintiff and the Settlement Class.

3 10. It is the desire of the Parties to fully, finally and forever settle, compromise and
4 discharge all disputes and claims arising from the allegations and causes of action stated in the
5 Complaint. To achieve a full and complete release of Defendant, Plaintiff and each Class Member
6 acknowledge that this Stipulation of Settlement is intended to include in its effect all claims of any
7 nature reasonably arising out of the allegations made in the Operative Complaint.

8 11. It is the intention of the Parties that this Stipulation of Settlement shall constitute
9 a full and complete settlement and release of all claims arising from the allegations in the
10 Complaint against the Released Parties.

11 12. Counsel for the Settlement Class have conducted a thorough investigation into the
12 facts of this Action and have diligently pursued an investigation of Class Members' claims against
13 Defendant. Based on their own independent investigation and evaluation, Class Counsel are of the
14 opinion that the Settlement with Defendant for the consideration and on the terms set forth in this
15 Stipulation of Settlement is fair, reasonable and adequate, and is in the best interest of the
16 Settlement Class in light of all known facts and circumstances, including the risk of significant
17 delay, the risk the Settlement Class will not be certified by the Court, defenses asserted by
18 Defendant, and numerous potential appellate issues. Defendant and Defendant's Counsel also
19 agree that the Settlement is fair and in the best interest of the Parties.

20 13. The Parties agree to cooperate and take all steps necessary and appropriate to
21 consummate this Settlement and for entry of judgment in accordance with this Settlement.

22 14. This Settlement provides that Defendant will pay Settlement Awards and PAGA
23 Awards according to a specified formula to each Settlement Class Member who does not request
24 to be excluded from this Settlement. The total payment under the Settlement is \$900,000.00, which
25 includes all payments to Class Members, PAGA Members, Class Counsel's attorneys' fees, Class
26 Counsel's litigation expenses and costs, the enhancement award to the class representatives,
27 penalties of any nature, including PAGA penalties and settlement administration expenses. It is
28 understood and agreed that Defendant shall have no obligation to pay any person, entity or

1 organization more than the amount of its maximum total liability under the Settlement, except (i)
2 in the event the escalator clause described in Paragraph 15(c)(ix) is triggered, and (ii) that
3 Defendant will separate pay as an additional obligation the employer's share of the payroll taxes
4 for the wage portion of the Settlement Awards.

5 TERMS OF SETTLEMENT

6 15. NOW THEREFORE, in consideration of the mutual covenants, promises and
7 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

8 a. It is agreed by and among Plaintiff and Defendant that this Action and any
9 claims, damages or causes of action arising out of the Complaint, which are the subject of this
10 Action, be settled and compromised as between the Settlement Class and Defendant, subject to the
11 terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

12 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
13 shall become effective when all of the following events have occurred: (i) this Stipulation of
14 Settlement has been executed by all Parties and by counsel for Plaintiff and Defendant; (ii) the
15 Court has given preliminary approval to the Settlement; (iii) the class settlement notice has been
16 provided to the Settlement Class, providing them with an opportunity to opt out of or to object to
17 the Settlement; (iv) the Court has held a formal Final Fairness hearing and entered a final order
18 and judgment certifying the Settlement Class and finally approving this Stipulation of Settlement,
19 and without objection from the LWDA; and (v) in the event there are objections to the Settlement
20 which are not later withdrawn, the later of the following events: when the period for filing any
21 appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal,
22 writ or other appellate proceeding having been filed; or any appeal, writ or other appellate
23 proceeding opposing the Settlement has been dismissed finally and conclusively with no right to
24 pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld the
25 Court's final order with no right to pursue further remedies or relief. In this regard, it is the
26 intention of the Parties that the Settlement shall not become effective until the Court's order
27 approving the Settlement is completely final, and there is no further recourse by an appellant or
28 objector who seeks to contest the Settlement. It is further agreed by the Parties that this Settlement

1 will not become effective if Defendant, contrary to Paragraph 14 above, are required by the Court
2 to pay more than the total amount of its Gross Settlement Amount (defined below) under the
3 Settlement as set forth in Paragraph 14 under any circumstances. It is further agreed by and
4 between the Parties that this Settlement shall not become effective, and Defendant shall not have
5 any obligation (monetary or otherwise) under the terms of this Settlement, unless and until any
6 objections, writs and/or appeals, and any rights of appeal with respect to any objections or the
7 judgment, have been finally exhausted and resolved upholding the terms of this Settlement.

8 c. Gross Settlement Amount, and Net Settlement Amount: To implement the
9 terms of this Settlement, Defendant Valley First Credit Union, on behalf of the Released Parties,
10 agrees to pay a maximum of \$900,000.00, which includes: all payments to Class Members and
11 PAGA Members; Class Counsel's attorneys' fees; Class Counsel's litigation expenses and costs;
12 the enhancement award to the class representative; \$40,000.00 allocated to penalties under PAGA
13 with seventy-five percent (65%) of that amount, or in other words \$26,000.00, paid to the LWDA,
14 and twenty-five percent (35%) of that amount, or in other words \$14,000.00, paid to the PAGA
15 Members as described below; and settlement administration expenses not to exceed \$9,000.00
16 ("Gross Settlement Amount"). To the extent the Administrator's expenses are less or the Court
17 approves payment less than \$9,000.00, the Administrator will retain the remainder in the Net
18 Settlement Amount. The Parties agree the Gross Settlement Amount will be fully paid out, with
19 no residue returning to Defendant Valley First Credit Union. At no time shall Defendant Valley
20 First Credit Union have the obligation to segregate the funds comprising the Gross Settlement
21 Amount, and Defendant shall retain exclusive authority over, and the responsibility for, those
22 funds. All payments to Class Members and PAGA Members, Class Counsel's attorneys' fees,
23 Class Counsel's litigation expenses and costs, the enhancement award and settlement
24 administration expenses will be paid out of the Gross Settlement Amount. Under no condition will
25 Defendant Valley First Credit Union's aggregate liability exceed the Gross Settlement Amount,
26 except (i) as described in Section 15(c)(ix), and (ii) that Defendant Valley First Credit Union will
27 pay the employer's share of the payroll taxes for the wage portion of the Settlement Awards in
28 addition to the Gross Settlement Amount. The "Net Settlement Amount," the amount available for

1 potential distribution to Class Members, shall be calculated by deducting from the Gross
2 Settlement Amount: (i) all Class Counsel's attorneys' fees and litigation costs; (ii) the
3 enhancement award to the class representatives; (iii) the PAGA penalty payment to the LWDA as
4 described further below; and (iv) settlement administration expenses. Settlement Awards to the
5 Class Members, and PAGA Awards to the PAGA Members, will be calculated by the neutral entity
6 the Parties have agreed to appoint to administer the Settlement (the "Settlement Administrator")
7 and paid out of the Net Settlement Amount as set forth below. The entire Net Settlement Amount
8 will be paid out *pro rata* to Class Members who do not opt out, and to PAGA Members.

9 i. Settlement Awards to Class Members: Defendant, based on
10 Defendant's records and other relevant data and information, will calculate the number of weeks
11 worked by all Class Members during the Class Period. The Settlement Administrator will calculate
12 the amount to be paid to Class Members on a per workweek basis as Settlement Awards by
13 dividing the Net Settlement Amount by the aggregate number of weeks worked by all Class
14 Members. Partial workweeks will not be counted; however, if a Class Member worked only one
15 day as a Class Member, such Class Member will be credited with having worked one workweek
16 for purposes of the Settlement. Defendant's workweek data and other information will be
17 presumed to be correct unless a particular Class Member proves otherwise to the Settlement
18 Administrator by credible written evidence. Defendant will provide class data and relevant
19 information to the Settlement Administrator for resolution of any workweek dispute by a particular
20 Class Member. All workweek disputes will be resolved and decided by the Settlement
21 Administrator, and the Settlement Administrator's decision on all workweek disputes will be final
22 and non-appealable. No claim form shall be required for Settlement Class Members to receive
23 their Settlement Awards.

24 ii. Private Attorneys General Act Allocation: Subject to Court
25 approval, the Parties have agreed to allocate \$40,000.00 of the Gross Settlement Amount to
26 Plaintiff's representative claims under PAGA. Seventy-five percent (65%) of this amount, or in
27 other words \$26,000.00, will be paid out of the Gross Settlement Amount to the LWDA of the
28 State of California, and the remaining twenty-five percent (35%), or in other words \$14,000.00,

1 will be paid to the PAGA Members. Defendant will calculate the number of weeks worked by
2 PAGA Members during the PAGA Period based on Defendant's data and related information.
3 Partial workweeks will not be counted; however, if a PAGA Member worked only one day as a
4 PAGA Member, such PAGA Member will be credited with having worked one workweek for
5 purposes of the Settlement. Defendant's workweek data and related information will be presumed
6 to be correct unless a particular PAGA Member proves otherwise to the Settlement Administrator
7 by credible written evidence. Defendant will provide data and relevant information to the
8 Settlement Administrator for resolution of any workweek disputes by a particular PAGA Member.
9 All workweek disputes will be resolved and decided by the Settlement Administrator, and the
10 Settlement Administrator's decision on all workweek disputes will be final and non-appealable.
11 The amount to be paid per workweek to PAGA Members will be calculated by the Settlement
12 Administrator by dividing the Net PAGA Settlement Amount by the aggregate number of
13 workweeks worked by PAGA Members. No claim form shall be required for PAGA Members to
14 receive their PAGA Awards.

15 iii. Allocation of Settlement Awards: The Parties have agreed, based on
16 the allegations in the Action, that individual Settlement Awards payable to eligible Class Members
17 will be allocated from the Net Settlement Amount and paid as follows: twenty percent (20%) will
18 be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; and eighty percent
19 (80%) will be allocated to alleged unpaid penalties and interest for which IRS Forms 1099-MISC
20 will issue. Individual PAGA Awards (i.e., "PAGA Awards") for the PAGA Members will be paid
21 from the Net PAGA Settlement Amount, after the required payment to the LWDA, as alleged
22 penalties for which IRS Form 1099 will issue.

23 iv. Settlement and PAGA Awards Do Not Trigger Additional Benefits:
24 All Settlement Awards to Class Members, and all PAGA Awards to PAGA Members, shall be
25 deemed to be income to such Class Members and PAGA Members solely in the year in which such
26 awards actually are received by the Class Members and PAGA Members. It is expressly
27 understood and agreed that the receipt of such Settlement Awards and PAGA Awards will not
28 entitle any Class Member or PAGA Member to additional compensation or benefits under any

1 company bonus, contest or other compensation or benefit plan or agreement in place during the
2 period covered by the Settlement, nor will it entitle any Class Member or PAGA Member to any
3 increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It
4 is the intent of this Settlement that the Settlement Awards provided for in this Agreement are the
5 sole payments to be made by Defendant to the Class Members and the PAGA Members in
6 connection with this Settlement, and that the Class Members and PAGA Members are not entitled
7 to any new or additional compensation or benefits as a result of having received the Settlement
8 Awards and PAGA Awards (notwithstanding any contrary language or agreement in any benefit
9 or compensation plan document that might have been in effect during the period covered by this
10 Settlement).

11 v. Attorneys' Fees and Litigation Costs: Subject to Court approval or
12 modification, Defendant agrees to a payment, from the Gross Settlement Amount, Class Counsel's
13 attorneys' fees and litigation costs as set forth in Paragraph 17 below.

14 vi. Class Representative: The Parties agree to the designation of
15 Plaintiff as "Class Representative." Subject to Court approval, and subject to Plaintiff's execution
16 of a general release of all claims under California Code of Civil Procedure section 1542, Defendant
17 agrees not to oppose a payment to Plaintiff, from the Gross Settlement Amount, an award at no
18 additional cost to the Released Parties ("Enhancement Award") not to exceed \$7,500.00. The
19 Enhancement Award paid to the Class Representative is subject to Court approval. The
20 Enhancement Award is to be part of, and to be deducted from, the Gross Settlement Amount. The
21 Settlement Administrator will issue an IRS Form 1099-MISC for the Enhancement Award to
22 Plaintiff for Plaintiff's service as Class Representative, and Plaintiff will be responsible for
23 correctly characterizing this compensation for tax purposes and for paying any taxes on the amount
24 received. Should the Court approve an Enhancement Award to the Class Representative in an
25 amount less than that set forth above, the difference between the lesser amount approved by the
26 Court and the Enhancement Award set forth above shall be added to the Net Settlement Amount.

27 vii. Settlement Administrator: The Parties have selected Phoenix Class
28 Action Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a

condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties represent that they have no interest or relationship, financial or otherwise, with the Administrator. In their declarations, Class Counsel will aver that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements. All settlement administration expenses shall be paid out of the Gross Settlement Amount.

viii. Mailing of Settlement and PAGA Awards: The Settlement Administrator will cause the Settlement Awards to be mailed to the Class Members who have not opted out of the Settlement and have not previously released their claims as to Defendant, and the PAGA Awards to be mailed to PAGA Members, within fourteen (14) calendar days after the Settlement becomes effective as defined in Paragraph 15.b.

ix. Potential Escalator Clause or Alternative Class Period End Date: For Settlement purposes and based on Class Member data presently available at the time of Settlement, Defendant represented that the Class Members consist of 275 unique persons who worked 28,169 workweeks during the Class Period through the date of mediation on April 16, 2026. The Parties further agree that if the final workweeks as of the end of the Class Period, which formed the basis of the Settlement, increases by more than ten percent (10%) above 28,169 workweeks (i.e., to greater than 30,986 workweeks), Defendant at its sole discretions shall either: (1) increase the Gross Settlement amount by the proportional amount for the percentage of workweeks above ten percent (10%) (i.e., by the percentage of workweeks above 30,986 workweeks); or (2) end the Class Period at the point in time where workweeks equal 30,986 workweeks, provided it cannot be earlier than April 16, 2026.

d. Enhancement Award to Plaintiff for Service as Class Representative: The Settlement Administrator will pay the Enhancement Award approved by the Court to Plaintiff within fourteen (14) calendar days after the Settlement becomes effective as defined in Paragraph 15.b.

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1 e. Right to Rescission: If more than ten percent (10%) of the Settlement Class
2 opts out of the Settlement by submitting valid and timely Requests for Exclusion as set forth in the
3 Notice of Proposed Class Action Settlement and Hearing Date for Final Court Approval of
4 Settlement ("Class Notice"), Defendant shall have the right (but need not) in their sole discretion
5 to rescind and void the Settlement, before final approval by the Court, by providing written notice
6 to Class Counsel no later than fourteen (14) calendar days after the opt-out deadline. If Defendant
7 exercise this option, Defendant shall pay any costs of settlement administration incurred up to that
8 date, but not to include Class Counsel's fees and costs.

9 SETTLEMENT ADMINISTRATION

10 16. The Settlement Administrator will mail the Class and PAGA Notice to all Class
11 Members and PAGA Members. The Settlement Administrator shall be granted reasonable access
12 to Defendant's records to perform its duties, such as resolving workweek disputes, if necessary.
13 At the request of Defendant, and upon receipt of funds from Defendant, the Settlement
14 Administrator will issue and send out Settlement Award checks to Class Members and PAGA
15 Awards to PAGA Members. Tax treatment of the Settlement Awards and PAGA Awards will be
16 as set forth herein and in accordance with state and federal tax laws. All disputes relating to the
17 Settlement Administrator's performance of its duties shall be referred to the Court, if necessary,
18 which will have continuing jurisdiction over the terms and conditions of this Stipulation of
19 Settlement until all payments and obligations contemplated by this Stipulation of Settlement have
20 been fully carried out. The Settlement Administrator shall create and maintain a webpage, which
21 will include links to the Settlement Agreement, Class Notice, Motions for Preliminary and Final
22 Approval, and Motion for Attorneys' Fees as they become available, until the Effective Date. The
23 website shall also include links to any other documents or information the Settlement
24 Administrator deems necessary to perform its duties.

25 ATTORNEYS' FEES AND LITIGATION COSTS

26 17. In consideration for settling this Action, in exchange for the release of claims by
27 the Settlement Class, and subject to final approval or modification by the Court, Defendant agrees
28 to pay, from the Goss Settlement Amount, Class Counsel attorneys' fees not to exceed thirty-three

1 percent (33.33%) which is one-third of the Gross Settlement Amount, or in other words up to
2 \$300,000.00, and attorneys' costs not to exceed \$25,000.00 from the Gross Settlement Amount.
3 In the event that the escalator clause described in Paragraph 15(c)(ix) herein is triggered and the
4 Gross Settlement Amount is increased, the amount of Class Counsel Fees Payment will increase
5 in order to remain One-Third of the Gross Settlement Amount. Defendant will not object to Class
6 Counsel's application for attorneys' fees and litigation costs up to these amounts. The amounts set
7 forth above will cover all work performed and all fees and costs incurred to date, and all work to
8 be performed and all fees and costs to be incurred in connection with the approval by the Court of
9 this Stipulation of Settlement, the administration of the Settlement, and obtaining the final
10 judgment. Should Class Counsel request lesser amounts, or should the Court approve lesser
11 amounts for attorneys' fees and litigation costs, the difference between the lesser amounts and the
12 Gross Settlement Amount shall be added to the Net Settlement Amount.

13 18. The attorneys' fees and litigation costs approved by the Court shall be paid to Class
14 Counsel within fourteen (14) calendar days after the Settlement becomes effective as defined in
15 Paragraph 15.b.

16 NOTICE TO THE PLAINTIFF CLASS

17 19. The Class and PAGA Notice shall be jointly drafted by the Parties, and as approved
18 by the Court, shall be sent by the Settlement Administrator to the Class Members by first-class
19 mail. The Class Notice shall be substantially in the form identified as **Exhibit 1** to this Settlement.

20 a. Within fourteen (14) calendar days after preliminary approval of this
21 Settlement by the Court, Defendant shall provide to the Settlement Administrator the Class
22 Members' and PAGA Members' names, last-known addresses, last-known telephone numbers,
23 Social Security Numbers and the number of work weeks during the Class Period and the PAGA
24 Period. The Parties agree the contact information and Social Security Numbers will be used only
25 by the Settlement Administrator for the sole purpose of effectuating the Settlement and will not be
26 provided to Class Counsel at any time or in any form. The Settlement Administrator shall take
27 reasonable steps to protect the confidential and private information. To the extent Class Counsel
28 possesses or comes to possess the contact information and/or Social Security Numbers from the

1 Settlement Administrator, Class Counsel shall return all such information (including copies and
2 data or information derived therefrom) within seven (7) calendar days from the date the Court
3 finally approves the Settlement, shall destroy all copies in any form of such information, and shall
4 not retain, maintain or use such information for any purpose. The information provided above shall
5 be based on Defendant's payroll and other business records and in a format acceptable to the
6 Settlement Administrator. Defendant agrees to consult with the Settlement Administrator prior to
7 the production date to ensure that the format will be acceptable to the Settlement Administrator.
8 The information will need to be provided to the Settlement Administrator by reasonable security
9 measures and reasonably secure technology. Within fourteen (14) calendar days after receipt of
10 the Class Member Information and workweek data from the Class Period, the Settlement
11 Administrator will mail the notices of Settlement to the Class Members. The Settlement
12 Administrator will mail the Class and PAGA Notice to Class Members and PAGA Members.

13 b. Class and PAGA Notices returned to the Settlement Administrator as
14 non-delivered shall be resent to the forwarding address, if any, on the returned envelope. If there
15 is no forwarding address, the Settlement Administrator will do an NCOA check and will skip-trace
16 return mail and re-mail within three (3) business days of receipt using the Class Member's Social
17 Security Number; this search will be performed only once per Class Member by the Settlement
18 Administrator. Class Members and PAGA Members will have a maximum of fifteen (15) calendar
19 days from the date of the re-mailing due to an undeliverable notice to cure the deficiency, or until
20 the end of the opt out deadline, whichever is later. Upon completion of these steps by the
21 Settlement Administrator, Defendant and the Settlement Administrator shall be deemed to have
22 satisfied their obligations to provide the Class and PAGA Notice to the affected member of the
23 Settlement Class. The affected member of the Settlement Class shall remain a member of the
24 Settlement Class and shall be bound by all the terms of the Stipulation of Settlement and the
25 Court's Order and Final Judgment.

26 c. The Class and PAGA Notice shall also identify the procedures for opting
27 out of or objecting to the Settlement.

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1 d. Class Counsel shall provide to the Court, at least sixteen (16) court days
2 before the Final Fairness hearing, an initial declaration by the Settlement Administrator of due
3 diligence and proof of mailing with regard to the mailing of the Class and PAGA Notice.

4 ADMINISTRATION PROCESS

5 20. The Class Members will have forty-five (45) calendar days from the date of mailing
6 in which to submit requests for exclusion ("opt out"). PAGA Members are not entitled to opt out
7 as a PAGA Member.

8 21. Defendant, on behalf of the Released Parties, will pay to the Settlement
9 Administrator the Gross Settlement Amount within forty-five (45) calendar days after entry of the
10 final order of judgment. Checks for Settlement Awards and PAGA Awards shall remain valid and
11 negotiable for one hundred eighty (180) calendar days from the date of their issuance; the Parties
12 agree the Settlement Administrator will send one (1) reminder notice to all Class Members and
13 PAGA Members who have not cashed the Settlement Award or PAGA Award check thirty (30)
14 calendar days prior to the deadline; upon the deadline to cash the Settlement Award and PAGA
15 Award checks, the checks will automatically be cancelled by the Settlement Administrator if not
16 cashed by the Class Member or the PAGA Member within that time, at which point the Class
17 Members' and PAGA Members' claims will be deemed void and of no further force or effect, and
18 the Class Members' and PAGA Members' claims will remain released by the Settlement. The
19 checks provided to Class Members and PAGA Members shall prominently state the expiration
20 date or a statement that the checks will expire in one hundred eighty (180) days, or alternatively,
21 such a statement may be made in a letter accompanying the check. Expired Settlement Award and
22 PAGA Award checks will not be reissued, except for good cause and as mutually agreed by the
23 Parties in writing. Any residue from uncashed Settlement Award or PAGA Award checks after the
24 expiration date will be paid within fourteen (14) calendar days after the one hundred eighty (180)-
25 day check cashing period expires pursuant to California Code of Civil Procedure section 384(b)(3)
26 to the California Unclaimed Property Fund in the individual's name. Upon completion of its
27 calculation of payments, the Settlement Administrator shall provide Defendant with a report listing
28 the amount of all payments to be made to each Class Member and PAGA Member. The Settlement

1 Administrator will be responsible for making appropriate deductions, calculating and reporting the
2 employer payroll taxes on the Settlement Awards and PAGA Awards, paying to Class Counsel
3 any Court-approved attorneys' fees and litigation costs, paying to the Class Representatives any
4 Court-approved Enhancement Award, paying the LWDA sixty-five percent (65%) of the amount
5 allocated for PAGA penalties above, paying the settlement administration expenses, meeting tax
6 reporting obligations, and for issuing the individual Settlement Awards to Class Members and
7 PAGA Awards to PAGA Members. Proof of compliance with the Court's final approval order
8 will be provided to counsel for the Parties by the Settlement Administrator within twenty-one (21)
9 days after all payment obligations and the check cashing deadline for Class Members has passed.

10 OPTING OUT OF / OBJECTING TO THE SETTLEMENT

11 22. Opting Out of the Class Action Settlement. For those Class Members who do not
12 wish to participate in the Settlement, such Class Members may exclude themselves by submitting
13 a timely written request to the Settlement Administrator. PAGA Members cannot opt out as a
14 PAGA Member and release all Released PAGA Claims during the PAGA Period. The written
15 request ("Request for Exclusion") should state that he/she has received the "Notice of Proposed
16 Class Action Settlement and Hearing Date for Final Court Approval of Settlement," they/he/she
17 have/has decided not to participate in the Settlement, and words to the effect that he/she desires to
18 be excluded from the Settlement. The Request for Exclusion must also state the individual's full
19 name, address, date of birth, and dates they/he/she worked as a Class Member for Defendant in
20 California. The Request for Exclusion must be signed, dated, and mailed by First-Class U.S. Mail,
21 or the equivalent, to the Settlement Administrator. All Requests for Exclusion must be postmarked
22 and mailed to the Settlement Administrator no later than forty-five (45) calendar days after the
23 Settlement Administrator mails the Class Notice to the Class Members. Any individual who
24 submits a Request for Exclusion will not be allowed to object to the terms of the Settlement.

25 23. Objecting to the Class Action Settlement. Any individual who does not exclude
26 himself/herself from the Settlement can object to the terms of the Settlement in writing before the
27 deadline to object to the Settlement. To object, the individual must file a written objection and a
28 notice of intention to appear at the Final Approval hearing with the Clerk of the Stanislaus County

1 Superior Court of the State of California and send copies to the Settlement Administrator, Class
2 Counsel and counsel for Defendant. Any written objection must state each specific reason in
3 support of the objection and any legal support for each objection. The individual must state his/her
4 full name, address, date of birth, and dates he/she/they worked as a Class Member in California
5 for Defendant. To be valid and effective, any written objections to approval of the Settlement must
6 be delivered to the Settlement Administrator no later than forty-five (45) calendar days after the
7 Settlement Administrator mails the Class and PAGA Notice. However, a Class Member may
8 appear at the Final Approval hearing, either in person or through his/her/their own counsel, and
9 object to the Settlement Agreement and any of its terms without submitting a prior objection in the
10 manner and by the deadline specified above. If the Court rejects the objection, the individual will
11 be bound by the terms of the Settlement.

12 RELEASE BY THE CLASS

13 24. Released Class Claims. Effective on the date when Defendant fully funds the entire
14 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
15 Individual Class Payments, Plaintiff, the Settlement Class and each member of the Class who has
16 not submitted a valid Request for Exclusion fully release and discharge the Released Parties from
17 all claims under state, federal, and local law that were or could have been asserted based on the
18 facts and allegations made in the Action, and any amendments thereto, as to the Class Members,
19 including without limitation, California Labor Code sections 201, 202, 203, 218.5, 218.6, 226,
20 226.7, 246, 510, 512, 1194, 1194.2, 1197, 1198, and 2802, California Industrial Commission Wage
21 Orders, California Code of Regulations, Title. 8, section 11040, *et seq.*, Business and Professions
22 Code sections 17200, *et seq.*, California Code of Civil Procedure section 1021.5, and including all
23 claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or double
24 time wages, regular rate of pay, bonus and incentive pay, timely payment of wages at separation,
25 wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal
26 periods and meal period premiums, rest breaks and rest break premiums, unfair competition,
27 unfair business practices, unlawful business practices, fraudulent business practices, interest, fees,
28 costs, as well as all other claims and allegations alleged in the Actions (collectively “Released

1 Class Claims”) from June 3, 2021 through May 1, 2026 (“Class Release Period”). Expressly
2 excluded from the release are claims for retaliation, discrimination, unemployment insurance,
3 disability, workers compensation, and claims outside the Released Class Claims.

4 25. Released PAGA Claims. Effective on the date when Defendant fully funds the
5 entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion
6 of the Individual Class Payments, the claims to be released by the PAGA Members include all
7 claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff as proxy
8 for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a
9 private attorney general acting on behalf of Plaintiff and the PAGA Members, asserted or could
10 reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter,
11 including but not limited to all claims arising under the California Labor Code including, but not
12 limited to sections 201, 202, 203, 218.5, 218.6, 226, 226.7, 246, 510, 512, 1194, 1194.2, 1197,
13 1198, 2802, and 2689, et seq., and 6720, California Industrial Commission Wage Orders,
14 California Code of Regulations, Title. 8, sections 1040, et seq. and 3203, et seq., Business and
15 Professions Code sections 17200, et seq., California Code of Civil Procedure section 1021.5,
16 California Civil Code sections 3287 and 3289, as alleged in the Action (collectively “Released
17 PAGA Claims”). The Settlement shall release and bar all Released PAGA Claims by or on behalf
18 of Plaintiff and all PAGA Members the from June 3, 2024 through May 1, 2026 (“PAGA Release
19 Period”), regardless of whether Plaintiff and/or a PAGA Member negotiates (cashes) their/his/her
20 settlement checks sent pursuant to this Settlement. The Parties agree that there is no statutory right
21 for any PAGA Members to opt out or otherwise exclude himself or herself from the PAGA
22 settlement and the associated release of claims and rights under PAGA. The Parties also agree
23 that PAGA Members do not have a right to intervene in or object to the Settlement, or to require a
24 court to receive and consider objections to the Settlement, and that PAGA Members do not have a
25 right to move to vacate a judgment entered in the Actions. As such, an individual PAGA Member
26 opting out of the Settlement Class has no impact as to his/her standing and/or inclusion in the
27 PAGA settlement assuming they/he/she qualifies as a PAGA Member. Class Counsel agrees to
28 provide timely notice of the Settlement to the LWDA as required under PAGA.

1 26. In addition to the Released Class Claims identified in Paragraph 24 and the
2 Released PAGA Claims in Paragraph 25, Plaintiff agrees to generally release the Released Parties
3 from any and all claims, whether known or unknown, under all federal, state and local statutes,
4 and federal and state common law (including but not limited to those for contract, tort and equity),
5 except for workers' compensation claims. Plaintiff acknowledges the language of Section 1542 of
6 the California Civil Code, which provides:

7 **A general release does not extend to claims that the creditor or releasing party**
8 **does not know or suspect to exist in his or her favor at the time of executing**
9 **the release and that, if known by him or her, would have materially affected**
10 **his or her settlement with the debtor or released party.**

11 Plaintiff expressly waives the protection of Section 1542. Plaintiff understands and agrees that
12 claims or facts in addition to or different from those which are now known or believed by him to
13 exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all of the
14 claims, except for workers' compensation claims, Plaintiff now has against the Released Parties,
15 whether known or unknown, suspected, or unsuspected.

16 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

17 26. To effectuate the terms of the Settlement, the Parties agree that all formal and
18 informal discovery shall be stayed pending Court approval of the Settlement. Class Counsel agree
19 to notify the Court of the Settlement through a Notice of Proposed Class Action Settlement, and
20 to request that all current Court deadlines be continued pending Court approval of the Settlement.
21 Class Counsel agree to cease all affirmative communication (oral and written) with the putative
22 class members, other than through Court-approved notices; this provision does not prevent Class
23 Counsel from communicating with any Class Members or PAGA Member who may contact Class
24 Counsel. Plaintiff shall promptly submit this Stipulation of Settlement to the Stanislaus County
25 Superior Court in support of Plaintiff's Motion for Preliminary Approval and determination by the
26 Court as to its fairness, adequacy and reasonableness. Plaintiff agrees to provide Defendant the
27 opportunity to review, and to approve before filing Plaintiff's Motion for Preliminary Approval.
28 At the same time Plaintiff submits this Stipulation of Settlement to the Stanislaus County Superior

1 Court, Plaintiff agrees to submit a copy of the Stipulation of Settlement to the LWDA. Promptly
2 upon execution of this Stipulation of Settlement, Plaintiff shall apply to the Court for the entry of
3 an order preliminarily approving the Settlement in a form that is mutually agreeable between the
4 Parties and also provides for the following:

5 a. Scheduling a Final Fairness hearing on the question of whether the proposed
6 Settlement, including payment of attorneys' fees and litigation costs, costs of administration, and
7 the Class Representative's Enhancement Award should be finally approved as fair, reasonable, and
8 adequate as to the members of the Settlement Class;

9 b. Certifying a Settlement Class, Plaintiff as Class Representative and Lavi &
10 Ebrahimian, LLP as Class Counsel;

11 c. Approving as to form and content the proposed Class and PAGA Notice;

12 d. Approving the manner and method for Class Members to request exclusion
13 from the Settlement as contained herein and within the Class and PAGA Notice;

14 e. Directing the mailing of the Class and PAGA Notice by first-class mail to
15 the Class Members and PAGA Members;

16 f. Preliminarily approving the Settlement subject only to the objections of
17 Class Members and PAGA Members, and final review by the Court; and

18 g. To effectuate the terms of the Settlement, the Parties agree all formal
19 discovery shall be stayed pending Court approval of the Settlement. Defendant agrees to provide
20 Plaintiff with a representative random sample of time and pay data of Class Members to support
21 Court approval of the Settlement. Class Counsel further agrees to not initiate any direct
22 communication with any putative class members currently employed by Defendant, other than
23 through Court-approved notices; this provision does not prevent Class Counsel from
24 communicating with any Class Members who may contact Class Counsel.

25 i. The Preliminary Approval Order shall be substantially in the form identified
26 as **Exhibit 2** to this Stipulation of Settlement.

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1 DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

2 27. Not later than 90 days after the date when the Court discharges the Administrator's
3 obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff
4 shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior
5 to the Court's discharge of the Administrator's obligation, Defendant makes a written request to
6 Class Counsel for the return, rather than the destructions, of Class Data. Plaintiff agrees to provide
7 Defendant the opportunity to review, and to approve before filing, Plaintiff's Motion for Final
8 Approval of Class Action and PAGA Settlement. Class Counsel agrees to submit a proposed final
9 order and judgment mutually agreeable between the Parties, and substantially in the form identified
10 as Exhibit 3 to this Stipulation of Settlement, and provides for the following:

- 11 a. Approving the Settlement, adjudging the terms thereof to be fair,
12 reasonable, and adequate, and directing consummation of its terms and provisions;
- 13 b. Approving Class Counsel's application for an award of attorneys' fees and
14 litigation costs;
- 15 c. Approving the Enhancement Award to the Class Representative; and
- 16 d. Entering judgment in accordance with Rule 3.769(h) of the California Rules
17 of Court, and permanently barring and enjoining all Class Members and PAGA Members from
18 prosecuting against the Released Parties.

19 PARTIES' AUTHORITY

20 28. The signatories hereto hereby represent that they are fully authorized to enter into
21 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

22 MUTUAL FULL COOPERATION

23 29. The Parties agree to fully cooperate with each other to accomplish the terms of this
24 Stipulation of Settlement, including but not limited to execution of such documents and taking
25 such other action as reasonably may be necessary to implement the terms of this Stipulation of
26 Settlement. The Parties shall use their best efforts, including all efforts contemplated by this
27 Stipulation of Settlement and any other efforts that may become necessary by order of the Court,
28 or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as

1 practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the
2 assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the
3 Court's final approval of this Stipulation of Settlement.

4 30. The Parties and their respective counsel agree that they will not attempt to
5 encourage or discourage Class Members from filing Requests for Exclusion.

6 NO PRIOR ASSIGNMENTS

7 31. The Parties and their counsel represent, covenant, and warrant that they have not,
8 directly or indirectly, assigned, transferred or encumbered, or purported to assign, transfer or
9 encumber, to any person or entity any portion of any liability, claim, demand, action, cause of
10 action or right herein released and discharged except as set forth herein.

11 NO ADMISSION

12 32. Nothing contained herein, nor the consummation of this Stipulation of Settlement,
13 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on
14 the part of Defendant. Each of the Parties hereto has entered into this Stipulation of Settlement
15 solely with the intention to avoid further disputes and litigation with the attendant inconvenience
16 and expenses.

17 ENFORCEMENT ACTIONS

18 33. The Parties agree that the Stanislaus County Superior Court shall retain jurisdiction
19 to enforce the terms of this Settlement pursuant to California Code of Civil Procedure section
20 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes any legal
21 action or other proceeding against any other Party or Parties to enforce the provisions of this
22 Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement,
23 the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties'
24 reasonable attorneys' fees and litigation costs, including expert witness fees, incurred in
25 connection with any enforcement actions.

26 NOTICES

27 34. Unless otherwise specifically provided herein, all notices, demands or other
28 communications given hereunder shall be in writing and shall be deemed to have been duly given

1 as of the third (3rd) business day after mailing by United States registered or certified mail, return
2 receipt requested, addressed as follows:

3 **To Plaintiff and the Settlement Class:**

4 Joseph Lavi, Esq.
5 Vincent C. Granberry, Esq.
6 LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211

7 **To Defendant:**

8 Samuel J. Maselli, Esq.
9 JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
10 Sacramento, California 95814

11 **NO PUBLIC COMMENT**

12 35. The Class Representatives and Class Counsel will not make any public disclosure
13 of the Settlement, except through Court filings to preliminary and finally approve the Settlement.
14 Class Counsel will take all steps necessary to ensure that the Class Representatives are aware of,
15 and will ensure that the Class Representatives adhere to, the restriction against any public
16 disclosure of the Settlement. Following preliminary Court approval of the Settlement, the Class
17 Representatives and Class Counsel will not initiate any communications (directly or indirectly)
18 with the media regarding the Action. Notwithstanding the foregoing, the Class Representatives
19 and Class Counsel may, in response to a communication initiated by the media, direct the inquiring
20 media member to the public records of the Action on file with the Court. Class Counsel will take
21 all steps reasonably necessary to ensure that the Class Representatives are aware of, and will ensure
22 that he will adhere to, the restriction against any media comment on the Settlement and its terms.

23 **CONSTRUCTION**

24 36. The Parties hereto agree that the terms and conditions of this Stipulation of
25 Settlement are the result of arms-length negotiations and private mediation between the Parties
26 and this Stipulation of Settlement shall not be construed in favor of or against any party by
27 reason of the extent to which any party or his, her or its counsel participated in the drafting of this
28 Stipulation of Settlement.

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1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
2 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and
3 Defendant as of the date(s) set forth below:

4 **PLAINTIFF AND CLASS REPRESENTATIVE:**

5
6 Dated: May 15, 2026

7 By: Margarita Martinez
8 Margarita M. Martinez

9 **DEFENDANT VALLEY FIRST CREDIT**
10 **UNION:**

11
12 Dated: May __, 2026

13 By: _____
14 Authorized Officer or Agent
15 Valley First Credit Union

16 **APPROVED AS TO FORM ONLY:**

17 **LAVI & EBRAHIMIAN, LLP:**

18 Dated: May 18, 2026

19 By: Joseph Lavi
20 Joseph Lavi
21 Vincent C. Granberry

22 Attorneys for Plaintiff Margarita M. Martinez,
23 on behalf of herself and others similarly situated

24 **JACKSON LEWIS P.C.:**

25 Dated: May 11, 2026

26 By: Samuel J. Maselli
27 Samuel J. Maselli

28 Attorneys for Defendant
VALLEY FIRST CREDIT UNION

1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
2 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and
3 Defendant as of the date(s) set forth below:

4 **PLAINTIFF AND CLASS REPRESENTATIVE:**

5
6
7 Dated: May __, 2026

By: _____
Margarita M. Martinez

8
9 **DEFENDANT VALLEY FIRST CREDIT UNION:**

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11
12 Dated: May 20, 2026

By: Kathleen J. Davis
Authorized Officer or Agent
Valley First Credit Union

13
14 **APPROVED AS TO FORM ONLY:**

15 **LAVI & EBRAHIMIAN, LLP:**

16
17
18 Dated: May __, 2026

By: _____
Joseph Lavi
Vincent C. Granberry

20 Attorneys for Plaintiff Margarita M. Martinez,
21 on behalf of herself and others similarly situated

22 **JACKSON LEWIS P.C.:**

23
24
25 Dated: May 11, 2026

By: Samuel J. Maselli
Samuel J. Maselli

26 Attorneys for Defendant
27 VALLEY FIRST CREDIT UNION
28

EXHIBIT 1

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

MARGARITA M. MARTINEZ, on behalf of
herself and others similarly situated,

Plaintiff,

v.

VALLEY FIRST CREDIT UNION; and DOES 1
through 100, inclusive,

Defendants.

Case No.: CV-25-005389

**NOTICE OF PROPOSED CLASS ACTION AND
PAGA SETTLEMENT, AND HEARING DATE FOR
FINAL COURT APPROVAL OF SETTLEMENT**

**ATTENTION: ALL PERSONS EMPLOYED BY VALLEY FIRST CREDIT UNION AS NON-EXEMPT
EMPLOYEES IN CALIFORNIA FROM JUNE 3, 2021, THROUGH MAY 1, 2026:**

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF
CLASS ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT
YOUR RIGHT TO RECEIVE PAYMENT OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE
PROCEDURES DESCRIBED BELOW.**

**IF YOU DO NOT WISH TO RECEIVE PAYMENT UNDER THE SETTLEMENT OR PARTICIPATE IN THE
SETTLEMENT, YOU MUST REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS ON OR BEFORE**
[REDACTED].

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement of the Superior Court of the State
of California in and for Stanislaus entered on [REDACTED], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court
of the State of California for the County of Stanislaus on behalf of all persons currently and formerly employed by Defendant Valley
First Credit Union ("Defendant") as non-exempt employees in California from June 3, 2021 through May 1, 2026 (the "Settlement
Class" or "Class Members"); the Settlement Class does not include persons who submit valid Requests for Exclusion (as explained
below), or who previously settled, released or received awards for claims covered by the Settlement. All Class Members who worked
any hours for Defendant in California during any work week from June 3, 2024 through May 1, are deemed aggrieved employees with
respect to the California Private Attorneys General Act ("PAGA") ("PAGA Members"), and will be paid their PAGA Award and release
the Released PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion from the Settlement.

The "Released Parties" in the Action include: (i) Defendant Valley First Credit Union.; (ii) each of Defendant's respective
past, present and future parents, subsidiaries, partners; and (iii) the past, present and future board members, directors, officers, agents,
attorneys, insurers, members, partners, transferees, predecessors, successors, and assigns of any of the foregoing.

You have received this notice because records indicate you worked for Defendant as a non-exempt employee in California
during the Class Period and/or PAGA Period (defined below). This notice is to advise you of how you can either participate in the
Settlement or be excluded from the Settlement.

I. BACKGROUND OF THE CASE

2. On June 3, 2025, Plaintiff filed a Class Action Complaint in the Stanislaus County Superior Court, asserting the following eight causes of against VFCU: (1) Failure to Pay Minimum Wages (Cal. Labor Code §§ 1194, 1197); (2) Failure to Pay Overtime Wages (Cal. Labor Code §§ 510, 1194); (3) Failure to Provide Meal Periods (Cal. Labor Code §§ 512, 226.7); (4) Failure to Provide Rest Periods (Cal. Labor Code § 226.7); (5) Failure to Reimburses for Necessary Business Expenses (Labor Code § 2802); (6) Failure to Pay Paid Sick Time (Cal. Labor Code § 246); (7) Failure to Pay All Waged Due at Time of Separation (Cal. Labor Code §§ 201-203); and (8) Unfair Competition (Cal. Bus. & Prof. Code §§ 17200, *et seq.*). On [REDACTED] 2026, Plaintiff filed a First Amended Class Action and PAGA Enforcement Complaint against Defendant, realleging her prior class claims and adding causes of action for failure to provide accurate wage statements in violation of Labor Code section 226 and a claim for penalties in accordance with the Private Attorneys' General Act of 2004, Labor Code sections 2689, *et seq.* ("PAGA"). Plaintiff's First Amended Class Action and PAGA Enforcement Complaint includes all Released Claims (defined below) and Released PAGA Claims (defined below) ("Operative Complaint" or "Action"). Plaintiff's Operative Complaint alleges a failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and meal period premiums, failure to provide rest periods and rest period premiums, failure to furnish accurate itemized wage statements, failure to reimburse business expenses, failure to provide timely wages during employment, failure to provide all wages due upon separation of employment, unfair competition, and a PAGA cause of action. Plaintiff's Operative Complaint seeks recovery of compensatory damages, restitution, penalties, interest, and attorneys' fees and costs. Defendant denies all claims and denies that Plaintiff and the Class Members and PAGA Members are entitled to any recovery.

The Parties engaged in arms-length settlement negotiations. Without an admission of liability or wrongdoing, the Parties reached a settlement at mediation. The "Class Period" is from June 3, 2021 through May 1, 2026. The "PAGA Period" is from June 3, 2024 through May 1, 2026. The Action has been actively litigated. There have been investigations and there has been an exchange of extensive documentation and data. Furthermore, the Parties participated in arms-length settlement negotiations and private mediation. Based upon the negotiations and mediation, and all known facts and circumstances, including the various risks and uncertainties related to legal actions including the complete defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation, the Parties reached the Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims, and entering into the Settlement is not an admission of wrongdoing or liability.

The Parties have entered into a Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant ("Joint Stipulation" or "Settlement"), which has been preliminarily approved by the Court. If you are part of the Settlement Class, you have the opportunity to participate in the Settlement, or to exclude yourself ("opt out") from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the Released PAGA Claims.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendant agrees to pay a Gross Settlement Amount of \$900,000.00 for all claims, attorneys' fees and costs, enhancement award, penalties of any nature, including PAGA penalties and settlement administration expenses ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys' fees not to exceed thirty-five and one-third percent (33.33%) of the Gross Settlement Amount which equals \$300,000.00, attorneys' costs not to exceed \$25,000.00, an Enhancement Award to the Class Representatives not to exceed \$7,500.00, the fees and expenses of the settlement administrator estimated not to exceed \$[REDACTED], \$26,000.00 payable to the California Labor and Workforce Development Agency ("LWDA") for alleged PAGA penalties, and \$14,000.00 payable to the PAGA Members, which will result in a "Net Settlement Amount" for distribution to all Class Members. As explained further below, the amount of each Class Member's Settlement Award will depend on the number of weeks worked by participating Class Members during the Class Period. This notice includes for each Class Member the number of weeks each Class Member worked during the Class Period based upon each Class Member's time clock data, and their/his/her estimated Settlement Award. This notice will also list for each PAGA Member the number of weeks worked during the PAGA Period based upon each PAGA Member's wage and hour data.

B. Settlement Formula, and Settlement Awards

Defendant will pay Settlement Awards through a Settlement Administrator, as described below, to each Class Member who has not submitted a Request for Exclusion from the Settlement. All Settlement Awards will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action, that all Settlement Awards payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as follows: twenty percent (20%) will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; and eighty percent (80%) will be allocated to alleged unpaid penalties and interest for which IRS Forms 1099-MISC will issue.. Individual PAGA awards ("PAGA Award(s)") for the PAGA Members will be paid from the PAGA Penalty Amount, after the required payment to the LWDA, as alleged penalties for which IRS Form 1099 will issue. Receipt of the

Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by Settlement.

C. Calculations to Be Based on Defendant's Records

Defendant will calculate the number of weeks worked by all Class Members during the Class Period, and the number of weeks worked by PAGA Members during the PAGA Period, based on each person's data. Partial workweeks will not be counted; however, if a Class Member or PAGA Member worked only one day as a Class Member or PAGA Member, such Class Member or PAGA Member will be credited with having worked one workweek for purposes of the Settlement. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator.

D. Release of Claims

The Joint Stipulation contains a release, which releases Defendant and the Released Parties, effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, from all claims under state, federal, and local law alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the Complaint in the Action and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 201, 202, 203, 218.5, 218.6, 226, 226.7, 246, 510, 512, 1194, 1194.2, 1197, 1198, and 2802, California Industrial Commission Wage Orders, California Code of Regulations, Title. 8, section 11040, et seq., Business and Professions Code sections 17200 et seq., California Code of Civil Procedure section 1021.5, and including all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, interest, fees, costs, as well as all other claims and allegations alleged in the Actions (collectively "Released Class Claims"), from June 3, 2021 through May 1, ("Class Release Period"). Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers compensation, and claims outside the Released Class Claims.

The claims to be released by PAGA Members, effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, include all claims arising during the PAGA Period seeking civil penalties under PAGA that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited to all claims arising under the California Labor Code including, but not limited to sections 201, 202, 203, 218.5, 218.6, 226, 226.7, 246, 510, 512, 1194, 1194.2, 1197, 1198, 2802, and 2689, et seq., and 6720, California Industrial Commission Wage Orders, California Code of Regulations, Title. 8, sections 1040, et seq. and 3203, et seq., Business and Professions Code sections 17200, et seq., California Code of Civil Procedure section 1021.5, California Civil Code sections 3287 and 3289, as alleged in the Action (collectively "Released PAGA Claims"). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiff and all PAGA Members from June 3, 2024 through May 1, 2026 or the date the Court preliminarily approves the Settlement, whichever is earlier ("PAGA Release Period"). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiff and all PAGA Members June 3, 2024 through May 1, 2026 ("PAGA Release Period"), and for the entire PAGA Release Period, regardless of whether Plaintiff and/or a PAGA Member negotiates (cashes) their/his/her settlement checks sent pursuant to the Settlement, and regardless of whether any PAGA Member opts out of the Released Class Claims. PAGA Members are not permitted to opt out of the Released PAGA Claims.

E. Resolution of Workweek Disputes

If a Class Member or PAGA Member disputes the accuracy of Defendant's class data and related information as to the number of weeks worked, any documentation supporting such dispute must be submitted by the Class Member or PAGA Member to the Settlement Administrator. Defendant's records, class data and any additional evidence will be provided to and reviewed by the Settlement Administrator in the event of a dispute about the number of weeks worked by a Class Member or PAGA Member. All workweek disputes will be decided by the Settlement Administrator, and the Settlement Administrator's decision on all disputes will be final and binding.

F. Enhancement Award for the Class Representative

Subject to approval by the Court, the Plaintiff and Class Representative Margarita M. Martinez will receive an Enhancement Award of up to \$7,500.00. This payment will be made for her service as Class Representative, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel's costs or paying Defendant's attorneys' fees and costs for an unsuccessful outcome in the Action. The Class Representative also signed a general release of all claims, which is broader than the release applicable to all other Class Members, to be eligible for the Enhancement Award.

G. Attorneys' Fees and Costs

As consideration for the Settlement and in exchange for the release by the Settlement Class, Defendant agrees to pay Class Counsel's attorneys' fees and costs to be set by the Court, up to a maximum of thirty-three and one-third percent (33.33%) of the Gross Settlement Amount which equals \$300,000.00, and attorneys' costs not to exceed \$25,000.00. Class Counsel's attorneys' fees and costs will be paid and deducted from the Gross Settlement Amount.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Excluding Yourself from Class Action Portion of the Settlement

If you do not wish to participate in the Settlement, you may be excluded from being a Class Member (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect ("Request for Exclusion"). Your Request for Exclusion must also state your full name, address, date of birth, and dates you were employed by Defendant as a non-exempt employee in California. The Request for Exclusion must be signed, dated, and mailed First-Class U.S. Mail, or equivalent, to:

Telephone: [REDACTED]

The Request for Exclusion must be postmarked no later than [REDACTED]. If you submit a Request for Exclusion which is not postmarked by [REDACTED], your Request for Exclusion will be rejected, and you will be bound by the Release and all other Settlement terms. If the Request for Exclusion is sent from within the United States, it must be sent through the United States Postal Service by First-Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion. Please note you may only exclude yourself as a Class Member and may not exclude yourself as a PAGA Member.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Claims Administrator, no longer be a Class Member, shall be barred from participating as a Class Member in the Settlement, shall not be entitled to object to the Settlement, shall receive no benefits as a Class Member from the Settlement, shall not be deemed to have relinquished the Released Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties. PAGA Members are not entitled to opt out of the Released PAGA Claims and will receive their PAGA Award regardless of whether they/he/she opt(s) out as a Class Member.

B. Objection to Class Action Portion of the Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you may file a written objection and a notice of intention to appear at the Final Approval hearing currently set for [REDACTED], in Department 23. You must file the written objection and notice of intention to appear at the Final Approval Hearing with the Office of the Clerk of the Stanislaus County Superior Court, located at 80110th Street, 4th Floor, Modesto, California 95354, and send copies to the Claims Administrator, and Counsel as follows:

CLASS COUNSEL:

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211

DEFENDANT'S COUNSEL:

Samuel J. Maselli, Esq.
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, California 95814

Any written objection must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and dates you were employed as a non-exempt employee in California by Defendant. To be valid and effective, any objections to approval of the Settlement must be delivered to the Settlement Administrator no later than forty-five (45) calendar days after the Settlement Administrator mails this Class Notice to the Class Members. **PLEASE DO NOT TELEPHONE THE COURT.**

A Class Member may appear at the Final Approval Hearing either in person or through their own counsel, and may object to the Settlement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. If you choose to file an objection to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent

yourself) or through your own attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the Stanislaus County Superior Court and deliver copies to the Settlement Administrator and each of the attorneys listed above. Such Entry of Appearance must be filed with the Court and delivered to the above attorneys no later than forty-five (45) days after the Settlement Administrator mails this Class Notice to Class Members. You will then continue as a Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final fairness hearing at which the Court will be asked to approve the Settlement will be at [REDACTED] a.m./p.m. (Pacific Time) on [REDACTED], in Department 23, Superior Court of the State of California for the County of Stanislaus, [REDACTED], or such other later date as the Court may authorize. You may also learn more about making a remote appearance in this matter by reviewing the webpage located at [www.\[REDACTED\]](http://www.[REDACTED]).

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court, each and every Class Member, who does not opt out of the Settlement, will release Defendant and the Released Parties from the Released Class Claims as described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Claims. Further, each and every PAGA Member will release Defendant and the Released Parties from the Released PAGA Claims. In addition, Class Members and PAGA Members will be barred from suing Defendant and the Released Parties with respect to the Released Class Claims and the Released PAGA Claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue as though it never existed.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 23 of the Superior Court of the State of California in and for the County of Stanislaus, [REDACTED], on [REDACTED], at [REDACTED] a.m./p.m. (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the costs of administration, and the Enhancement Award to be paid to the Class Representatives. Class Counsel's application for attorneys' fees and litigation costs will be on file with the Court no later than [REDACTED] and will be available for review after that date. Class Counsel are seeking approval of a total of not more than thirty-three percent (33.33%), which is one-third of the Settlement for attorneys' fees, equaling \$300,000.00, and not more than \$25,000.00 for attorneys' costs. The hearing may be continued without further notice to the Settlement Class. It is unnecessary for you to appear at the hearing unless you wish to object to the Settlement.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant ("Joint Stipulation or "Settlement"), which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Joint Stipulation, may be examined at any time during regular business hours at the Office of the Clerk of the Stanislaus County Superior Court, at 80110th Street, 4th Floor, Modesto, California 95354. You may also visit [www.\[REDACTED\]](http://www.[REDACTED]), which will include links to the Joint Stipulation, Class Notice, Motions for Preliminary and Final Approval, and Motion for Attorneys' Fees as they become available. If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel:

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd, Suite 200
Beverly Hills, California 90211

Telephone: (310) 432-0000
Facsimile: (310) 432-0001

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. BY ORDER OF THE SUPERIOR COURT.

EXHIBIT 2

1 Joseph Lavi, Esq. (SBN 209776)
2 Vincent C. Granberry, Esq. (SBN 276483)
3 Jeffrey D. Klein, Esq. (SBN 297296)
4 Daniel C. Keller, Esq. (SBN 332576)
5 Paolo Policastro, Esq. (SBN 359731)

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Attorneys for Plaintiff MARGARITA M. MARTINEZ,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

MARGARITA M. MARTINEZ, on behalf of
herself and others similarly situated,

Plaintiff,

v.

VALLEY FIRST CREDIT UNION; and
DOES 1 through 100, inclusive,

Defendants.

Case No. CV-25-005389

CLASS AND PAGA ACTION

*ASSIGNED FOR ALL PURPOSES TO
THE HONORABLE CLIFFORD H. TONG,
DEPARTMENT 23*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion for Preliminary Approval of Class Action
and PAGA Settlement; and Declarations in
Support Thereof]*

Complaint Filed: June 3, 2025

Trial Date: None Set

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6 Fax: (916) 341-0141
7 E-mail: Samuel.Maselli@jacksonlewis.com

8 ANDRES L. URIARTE (SBN 347388)
9 **JACKSON LEWIS P.C.**
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11 San Francisco, California 94111-4615
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13 Fax: (415) 394-9401
14 Email: Andres.Uriarte@jacksonlewis.com

15 Attorneys for Defendant
16 VALLEY FIRST CREDIT UNION
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1 The Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”)
2 of Plaintiff Margarita M. Martinez (“Plaintiff”) came before this Court on [REDACTED], in Department
3 23 before the Honorable Clifford Tong, presiding. The Court having considered the proposed Joint
4 Stipulation of Class Action and PAGA Settlement Agreement and Class Notice entered into by and
5 between Plaintiff and Defendant Valley First Credit Union (“Defendant”) attached as **Exhibit 1** to
6 the Declaration of Paolo Policastro in Support of Plaintiff’s Motion for Preliminary Approval of
7 Class Action Settlement, and the Exhibits attached thereto (hereafter collectively, the “Settlement”,
8 “Stipulation of Settlement”, or “Settlement Agreement”); having considered the Motion for
9 Preliminary Approval of Class Action Settlement filed by the parties; having considered the
10 memorandum of points and authorities and declarations submitted by the parties in support thereof;
11 and good cause appearing, HEREBY ORDERS THE FOLLOWING::

12 1. The Court grants preliminary approval of the settlement as set forth in the Settlement
13 Agreement and finds the terms to be within the range of reasonableness of a settlement that
14 ultimately could be granted approval by the Court at the Final Fairness Hearing. For purposes of
15 the Settlement only, the Court finds that the proposed Settlement Class is ascertainable and that
16 there is a sufficiently well-defined community of interest among the Class as to questions of law
17 and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the
18 following “Settlement Class” defined as follows:

19 All persons employed by Defendant in California as a non-exempt employee during the
20 Class Period. The “Class Period” is the period from June 3, 2021, through May 1, 2026. The
21 Settlement Class, however, shall not include any person who previously settled or released the
22 claims covered by this Settlement, or any person who previously was paid or received awards
23 through civil or administrative actions for the claims covered by this Settlement, or any person who
24 submitted a timely and valid Request for Exclusion as provided in this Settlement.

25 2. For purposes of the Settlement only, the Court further designates named Plaintiff
26 Margarita M. Martinez as Class Representative, and Joseph Lavi, Esq., Vincent C. Granberry, Esq.,
27 Jeffrey D. Klein, Esq., and Paolo Policastro, Esq., of Lavi & Ebrahimian, LLP as Class Counsel.

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1 3. The settlement set forth in the Stipulation of Settlement appears to be fair, adequate
2 and reasonable to the Class. The Settlement falls within the range of reasonableness and appears to
3 be presumptively valid, subject only to any objections that may be raised at the final fairness hearing
4 and final approval by this Court.

5 4. A final fairness hearing on the question of whether the proposed Settlement should
6 be finally approved as fair, reasonable, and adequate as to the members of the Class is scheduled
7 in Department 17 of this Court, located at 312 North Spring Street, Los Angeles, CA 90012 on
8 _____, 2026, at _____ a.m./p.m.

9 5. At the final fairness hearing, the Court will consider: (a) whether the Settlement
10 should be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting
11 approval of the Settlement should be entered; and (c) whether Plaintiff's application for an award
12 of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class
13 Representative Service Payment should be granted.

14 6. The Court approves, as to form and content, the Class Notice which is appended
15 to the Settlement Agreement.. The Court approves the procedure for Class Members to opt out of
16 and to object to the Settlement as set forth in the Stipulation of Settlement and Class Notice.

17 7. The Court finds that the forms of Class Notice to the Class regarding the pendency
18 of the action and of this Settlement, and the methods of giving notice to members of the
19 Settlement Class constitute the best notice practicable under the circumstances and constitute
20 valid, due, and sufficient notice to all members of the Class. They comply fully with the
21 requirements of California Code of Civil Procedure section 382, California Civil Code section
22 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,
23 and other applicable law.

24 8. The Court directs the mailing of the Class Notice by first-class mail to the Class
25 Members in accordance with the Implementation Schedule set forth in Paragraph 10 below. The
26 Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the
27 Implementation Schedule, meet the requirements of due process and provide the best notice

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practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

9. Pending the Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

10. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement, which are not materially inconsistent with either this Order or the terms of the Settlement.

11. The Court confirms the appointment of [REDACTED] as the Settlement Administrator.

12. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendant to Submit Class Member and PAGA Member Information to Settlement Administrator	14 calendar days after Order Granting Preliminary Approval
b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members and PAGA Members	14 calendar days after receiving Class Member and PAGA Member Information
c.	Deadline for Class Members to Postmark Requests for Exclusion	45 calendar days after mailing of Class Notice
d.	Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	14 calendar days after the opt-out deadline
e.	Deadline for Receipt by Court, Settlement Administrator, and Counsel of any Objections to Settlement	45 calendar days after mailing of Class Notice
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs, and Enhancement Awards	16 Court days before Final Approval Hearing
g.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	16 Court days before Final Approval Hearing

h.	Final Fairness Hearing and Final Approval	Date: Time: Department: 23
i.	Deadlines for Defendant to fund the Gross Settlement Amount	45 calendar days after the Court's entry of final order of approval and judgment relating to class and PAGA settlement
j.	Deadline for Settlement Administrator to mail Settlement Awards and Enhancement Award, and to wire transfer Attorneys' Fees and Costs (if Settlement is Effective)	14 calendar days after receiving Class Member Information and workweeks data and information from Defendant
k.	Deadline for Class Members and PAGA Members to cash Settlement checks (if Settlement is Effective)	180 calendar days after Settlement Administrator mails Settlement Awards and Enhancement Award
l.	Last day for the Parties to respond to Objections	5 court days prior to the final fairness hearing
m.	Hearing on final approval of class action settlement.	Approximately 150 days after the Court grants preliminary approval of the Settlement

IT IS HEREBY ORDERED.

Dated: _____

By: _____
The Honorable Clifford H. Tong
Superior Court Judge

“EXHIBIT 3”

1 Joseph Lavi, Esq. (SBN 209776)
2 Vincent C. Granberry, Esq. (SBN 276483)
3 Jeffrey D. Klein, Esq. (SBN 297296)
4 Daniel C. Keller, Esq. (SBN 332576)
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Attorneys for Plaintiff MARGARITA M. MARTINEZ,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

MARGARITA M. MARTINEZ, on behalf of
herself and others similarly situated,

Plaintiff,

v.

VALLEY FIRST CREDIT UNION; and
DOES 1 through 100, inclusive,

Defendants.

Case No. CV-25-005389

CLASS AND PAGA ACTION

*ASSIGNED FOR ALL PURPOSES TO
THE HONORABLE CLIFFORD H. TONG,
DEPARTMENT 23*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion for Final Approval of Class Action
Settlement and Motion for Award of Attorneys'
Fees and Costs; and Declarations in Support
Thereof]*

Complaint Filed: June 3, 2025
Trial Date: None Set

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14 Email: Andres.Uriarte@jacksonlewis.com

15 Attorneys for Defendant
16 VALLEY FIRST CREDIT UNION
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1 The above captioned action is a putative class action and representative lawsuit brought by
2 Plaintiff MARGARITA M. MARTINEZ (“Plaintiff”) against Defendant VALLEY FIRST
3 CREDIT UNION (“Defendant”). In the lawsuit, Plaintiff alleges that Defendant failed to pay
4 minimum wage and overtime for all hours worked; failed to provide legally compliant meal and
5 rest periods; failed to timely pay wages; failed to provide legally compliant wage statements; failed
6 to timely pay earned wages during employment; and that these actions violated the Labor Code and
7 Business and Professions Code and gave rise to additional civil penalties pursuant to the Private
8 Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, (“PAGA”) to all non-exempt
9 hourly employees who work or worked for Defendant in California from June 3, 2021, through
10 May 1, 2026.

11 Defendant denies all alleged wrongdoing, denies any liability to the Plaintiffs, to members
12 of the putative class, and to allegedly aggrieved employees, and denies that Plaintiffs’ claims are
13 appropriate for class or representative treatment.

14 On , this Court entered an order granting preliminary approval of the class
15 action settlement, resulting in preliminary certification of the following class for settlement
16 purposes only: all non-exempt hourly employees who work or worked for Defendant in California
17 from June 3, 2021, through May 1, 2026.

18 The Court further directed the Plaintiffs to provide notice to the class, which informed
19 absent class members with information regarding the settlement, including: (a) the proposed
20 settlement, and the settlement’s key terms; (b) the date, time and location of the Final Approval
21 Hearing; (c) the right of any Class Member to object to the proposed settlement, and an explanation
22 of the procedures to exercise that right; (d) the right of any class member to exclude themselves
23 from the proposed settlement, and an explanation of the procedures to exercise that right; and (e)
24 an explanation of the procedures for class members to participate in the proposed settlement.

25 The Court, upon notice having been given as required in the preliminary approval order,
26 and having considered the proposed settlement agreement as well as all papers filed, **IT IS**
27 **HEREBY ORDERED, ADJUDGED AND DECREED:**

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1 1. All terms used herein shall have the same meaning as defined in the Stipulation of
2 Settlement.

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

5 2. The Court finds that the class is properly certified as a class for settlement purposes
6 only.

7 3. The notice provided to the class members conforms with the requirements of
8 California Code of Civil Procedure section 382, California Civil Code section 1781, California
9 Rules of Court 3.766 and 3.769, the California and United States Constitutions, the Court's order
10 granting preliminary approval, and any other applicable law, and constitutes the best notice
11 practicable under the circumstances, by providing individual notice to all class members who could
12 be identified through reasonable effort, and by providing due and adequate notice of the
13 proceedings and of the matters set forth therein to the other class members. The notice was
14 adequate, fully satisfied the requirements of due process, and was the best notice practicable under
15 the circumstances.

16 4. The Court finds the settlement was entered into in good faith, that the settlement is
17 fair, reasonable, and adequate, and that the settlement satisfies the standards and applicable
18 requirements for final approval of this class action settlement under California law, including the
19 provisions of California Code of Civil Procedure section 382 , California Rules of Court, Rule
20 3.769, and Federal Rule of Civil Procedure Rule 23, approved for use by the California state courts
21 in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

22 5. The Settlement Agreement is not an admission by Defendant, or by any other
23 released party, nor is this Order and Judgment a finding of the validity of any allegations or of any
24 wrongdoing by Defendant or any other released party. Neither this Order and Judgment, the
25 Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the
26 Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
27 wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of the
28 other released parties.

1 6. The Court hereby approves the Settlement set forth in the Stipulation of Settlement
2 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties
3 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been
4 reached as a result of arms-length negotiations and private mediation. The Court further finds that
5 the Parties have conducted investigation and research, and counsel for the Parties are able to
6 reasonably evaluate their respective positions. The Court also finds that Settlement at this time will
7 avoid additional substantial costs, as well as avoid the delay and risks that would be presented by
8 the further prosecution of the Action. The Court has reviewed the benefits that are being granted as
9 part of the Settlement and recognizes the significant value to the Class Members and PAGA
10 Members. Neither the Settlement nor any of the terms set forth in the Stipulation of Settlement is
11 an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding
12 of the validity of any claims in this Action, or of any wrongdoing by Defendant or any of the other
13 Released Parties. Neither this Final Order, the Stipulation of Settlement, nor any document referred
14 to herein, nor any action taken to carry out the Stipulation of Settlement, may be construed as, or
15 may be used as, an admission by or against Defendant, or any of the other Released Parties, of any
16 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation of
17 Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed
18 as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses
19 by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any
20 action or proceeding in any court, administrative agency or other tribunal for any purpose
21 whatsoever other than to enforce the provisions of this Final Order, the Stipulation of Settlement,
22 the Released Class Claims, the Released PAGA Claims, and any related agreement or release.
23 Notwithstanding these restrictions, any of the Released Parties may file in this Action, or submit in
24 any other proceeding, the Final Order, the Stipulation of Settlement, and any other papers and
25 records on file in this Action as evidence of the Settlement to support a defense of *res judicata*,
26 collateral estoppel, release or other theory of claim or issue preclusion or similar defense as to the
27 Released Class Claims and the Released PAGA Claims.

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- 1 7. Class Members have objected to the terms of the Settlement.
- 2 8. Class Member has requested to be excluded from the Settlement.
- 3 9. Defendant shall fund the gross settlement amount of Nine Hundred Thousand
- 4 Dollars and Zero Cents (\$900,000.00), plus the amount necessary to pay Defendant's share of
- 5 payroll taxes, all within 45 days after the Effective Date as defined in the Settlement Agreement.
- 6 10. The Administrator shall mail checks for all Individual Class Payments, all
- 7 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expense Payment,
- 8 the Class Counsel Fees Payment, the Class Counsel Litigation Expense Payment, and the Class
- 9 Representative Service Payments within 14 days after Defendant funds the Gross Settlement
- 10 Amount.
- 11 11. In addition to any recovery that Plaintiff may receive under the Settlement, and in
- 12 recognition of Plaintiff's efforts on behalf of the settlement class, the Court hereby approves the
- 13 payment of an incentive award to each Plaintiff in the amount of Seven Thousand Five Hundred
- 14 Dollars and Zero Cents (\$7,500.00), payable from the gross settlement amount pursuant to the terms
- 15 of the Settlement Agreement.
- 16 12. The Court further finds that the common fund doctrine is applicable to this Action
- 17 because there is a sufficiently identifiable class of beneficiaries ("the Class"), the benefits can be
- 18 accurately traced to the Settlement that Plaintiff and Class Counsel negotiated on behalf of the
- 19 Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific,
- 20 lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The
- 21 Court finds the attorneys' fees request of thirty-three (33.33%) of the Gross Settlement Amount to
- 22 be appropriate compensation for Class Counsel. The attorneys' fees request is within the range that
- 23 has been approved by other courts in similar cases and reasonable in light of the circumstances of
- 24 this Action, the substantial and beneficial results obtained on behalf of the Class, and the contingent
- 25 nature of the recovery over the course of this Action, which included potential loss at summary
- 26 judgment, certification and/or trial proceedings. Pursuant to the terms of the Settlement, and the
- 27 authorities, evidence, and argument submitted by Class Counsel, the Court hereby awards Class
- 28 Counsel attorneys' fees in the amount of \$300,000.00 and attorneys' costs in the amount not to

1 exceed \$25,000.00, from the Gross Settlement Amount as final payment for and complete
2 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and
3 any other person or entity related to this Action.

4 13. The Court approves the payment of Ten Thousand Dollars and Zero Cents
5 (\$40,000.00) to civil penalties pursuant to the Private Attorneys General Act of 2004, payable from
6 the gross settlement amount. Sixty-five percent (65%) of this amount, Twenty Six Thousand
7 Dollars and Zero Cents (\$26,000.00), will be paid to the Labor Workforce Development Agency,
8 and Thirty-Five percent (35%), Fourteen Thousand Dollars and Zero Cents (\$14,000.00), will be
9 paid to the Aggrieved Employees as defined in and pursuant to the terms of the Settlement
10 Agreement.

11 14. The Court approves and orders payment in the amount of \$ [REDACTED] to [REDACTED] for
12 performance of settlement administration services pursuant to the terms of the settlement
13 agreement. This amount will be payable from the gross settlement amount and pursuant to the
14 terms of the Settlement Agreement.

15 16. The Court hereby enters judgment in the entire Action as of the filing date of this
16 Final Order, pursuant to the terms set forth in the Stipulation of Settlement. Without affecting the
17 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
18 interpretation, implementation and enforcement of the Settlement and all orders entered in
19 connection therewith pursuant to California Code of Civil Procedure section 664.6.

20 17. The Court finds the settlement payments provided for under the Settlement to be fair
21 and reasonable in light of all of the circumstances. The Court orders the calculations and the
22 payments to be made and administered in accordance with the terms of the Settlement.

23 18. The Court hereby confirms Lavi & Ebrahimian, LLP as Class Counsel for the
24 Settlement Class and for all PAGA Members.

25 19. Participating Class Members and Aggrieved Employees will have one hundred
26 eighty (180) calendar days from the date of issuance of the check to cash or otherwise deposit their
27 check. For any check not cashed after 180 calendar days, within 10 calendar days following the
28 check void date, the Settlement Administrator shall cancel the check and remit the funds to

1 California Controller's Unclaimed Property Fund The Settlement Administrator shall inform the
2 Parties regarding the status of any uncashed checks at the conclusion of the 180 calendar day check
3 cashing period, including the amount at issue.

4 20. Pursuant to California Rule of Court 3.769(g), the Court grants final approval of the
5 Settlement Agreement and declares the Settlement Agreement binding on Plaintiff, all Class
6 Members who have not opted out, and all Aggrieved Employees, all of whom will release the
7 Released Parties (defined below) from the released claims as set forth by the approved Settlement
8 Agreement.

9 21. The Released Parties include (i) Defendant Valley First Credit Union.; (ii) each of
10 Defendant's respective past, present and future parents, subsidiaries, partners; and (iii) the past,
11 present and future board members, directors, officers, agents, attorneys, insurers, members,
12 partners, transferees, predecessors, successors, and assigns of any of the foregoing.

13 22. Effective on the date when Defendant fully funds the entire Gross Settlement
14 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
15 Payments, Plaintiff, the Settlement Class and each member of the Class who has not submitted a
16 valid Request for Exclusion fully release and discharge the Released Parties from all claims under
17 state, federal, and local law that were or could have been asserted based on the facts and allegations
18 made in the Action, and any amendments thereto, as to the Class Members, including without
19 limitation, California Labor Code sections 201, 202, 203, 218.5, 218.6, 226, 226.7, 246, 510, 512,
20 1194, 1194.2, 1197, 1198, and 2802, California Industrial Commission Wage Orders, California
21 Code of Regulations, Title. 8, section 11040, *et seq.*, Business and Professions Code sections
22 17200, *et seq.*, California Code of Civil Procedure section 1021.5, and including all claims for or
23 related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages,
24 regular rate of pay, bonus and incentive pay, timely payment of wages at separation, wage
25 statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and
26 meal period premiums, rest breaks and rest break premiums, unfair competition, unfair
27 business practices, unlawful business practices, fraudulent business practices, interest, fees, costs,
28 as well as all other claims and allegations alleged in the Actions (collectively "Released Class

1 Claims”) from June 3, 2021 through May 1, 2026 (“Class Release Period”). Expressly excluded
2 from the release are claims for retaliation, discrimination, unemployment insurance, disability,
3 workers compensation, and claims outside the Released Class Claims.

4 23. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
5 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the
6 claims to be released by the PAGA Members include all claims arising during the PAGA Period
7 seeking civil penalties under PAGA, that Plaintiff as proxy for the State of California and/or the
8 LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf
9 of Plaintiff and the PAGA Members, asserted or could reasonably have asserted based on the facts
10 alleged in the Action and/or the LWDA letter, including but not limited to all claims arising under
11 the California Labor Code including, but not limited to sections 201, 202, 203, 218.5, 218.6, 226,
12 226.7, 246, 510, 512, 1194, 1194.2, 1197, 1198, 2802, and 2689, *et seq.*, and 6720, California
13 Industrial Commission Wage Orders, California Code of Regulations, Title. 8, sections 1040, *et*
14 *seq.* and 3203, *et seq.*, Business and Professions Code sections 17200, *et seq.*, California Code of
15 Civil Procedure section 1021.5, California Civil Code sections 3287 and 3289, as alleged in the
16 Action (collectively “Released PAGA Claims”). The Settlement shall release and bar all
17 Released PAGA Claims by or on behalf of Plaintiff and all PAGA Members the from June 3, 2024
18 through May 1, 2026 (“PAGA Release Period”), regardless of whether Plaintiff and/or a PAGA
19 Member negotiates (cashes) their/his/her settlement checks sent pursuant to this Settlement. The
20 Parties agree that there is no statutory right for any PAGA Members to opt out or otherwise
21 exclude himself or herself from the PAGA settlement and the associated release of claims
22 and rights under PAGA. The Parties also agree that PAGA Members do not have a right to
23 intervene in or object to the Settlement, or to require a court to receive and consider objections to
24 the Settlement, and that PAGA Members do not have a right to move to vacate a judgement entered
25 in the Actions. As such, an individual PAGA Member opting out of the Settlement Class has no
26 impact as to his/her standing and/or inclusion in the PAGA settlement assuming
27 they/he/she qualifies as a PAGA Member. Class Counsel agrees to provide timely notice of the
28 Settlement to the LWDA as required under PAGA.

1 24. The Settlement Administrator shall provide to Class Counsel, and Class Counsel
2 shall file a report for the settlement administrator by _____, confirming the
3 distribution of funds, indicating the total amount paid to the class members and confirming the
4 distribution of funds, indicating the total amount paid to the class members and confirming that all
5 funds, including uncashed funds, have been disbursed.

6 25. A non-appearance case review re Compliance with the Distribution is set for
7 _____ at _____ a.m./p.m. in this department.

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

9 The Court also hereby finds and orders that the Stipulation of Settlement is and constitutes
10 a fair, adequate, and reasonable compromise of the Released Claims against Defendant and the
11 Released Parties.

12 19. Provided the Settlement becomes effective under the terms of the Stipulation of
13 Settlement, the Court also hereby orders that the deadline for mailing the Court-approved
14 Settlement Awards, attorneys' fees and costs, and Enhancement Award is as set forth in the
15 Implementation Schedule within the Preliminary Approval Order.

16 20. The Court also hereby finds that there were no objections to the Settlement raised
17 by any person on the record at the hearing on the Final Approval Order.

18 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

19
20
21 Dated: _____

By: _____
The Honorable Clifford H. Tong
Superior Court Judge