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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

MICHAEL GONZALES and NICOLE
BURTON, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

MECHANICS BANK, a California
Corporation; RABOBANK, a Corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No. C22-02261

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Judge: Hon. Edward G. Weil
Dept.: 39

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for
5 Plaintiffs MICHAEL GONZALES and NICOLE BURTON (hereafter "Plaintiffs") in this wage and
6 hour class action filed against MECHANICS BANK and RABOBANK (hereinafter "Defendant" or
7 "Defendants").

8 2. This declaration is being submitted in support of Plaintiffs' motion for Preliminary
9 Approval of Class and PAGA Action Settlement.

10 **I. EXHIBITS**

11 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Stipulation
12 of Settlement of Class and PAGA Action Claims and Release of Claims ("Agreement" or "Settlement
13 Agreement"). Attached as **Exhibit "A"** to the Agreement is a true and correct copy of the proposed
14 Notice Packet.

15 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the proof of filing with the
16 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement
17 and Motion for Preliminary Approval of Class and PAGA Action Settlement evidencing Class
18 Counsel's compliance with California Labor Code Section 2699(l)(2).

19 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the bid for settlement
20 administration submitted by Apex Class Action LLC, in the amount of \$17,100.00.

21 **II. INTRODUCTION**

22 6. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
23 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's-length.
24 The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement
25 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
26 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will
27 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
28 denied or of Defendant prevailing at trial. Given that at the time of mediation there was an estimated

2,280 Class Members, the average gross recovery is approximately \$790.01 (Net Settlement Amount divided by estimated number of Class Members).

7. As discussed below, the proposed Settlement satisfies all criteria for preliminary settlement approval and falls within the range of reasonableness. The average Individual Settlement Payment to the Settlement Class Members meets awards in similar wage and hour class actions. Moreover, the proposed Class is appropriate for provisional certification. Accordingly, Plaintiffs respectfully request the Court grant preliminary approval of the Settlement.

III. FACTS AND PROCEDURE

A. Overview of the Litigation

8. Defendant operates full-service community banking financial institutions in California, including in Contra Costa County, where Plaintiffs were employed. Plaintiffs worked for Defendant as non-exempt employees and were paid on an hourly basis. In addition to their base hourly rates, Plaintiffs were also entitled to, among other things, overtime pay and meal and rest periods. Throughout their employment, Plaintiffs were subject to Defendant's written policies and general employment practices.

9. Generally, Plaintiffs claim that Defendant, among other things, failed to provide compliant meal and rest periods, and failed to reimburse employees for all necessary business expenses, failed to pay for all hours worked, and improperly calculated the regular rate of pay for purposes of overtime, sick pay and meal period premiums. Defendant denies liability for each of Plaintiffs' claims. Further, Defendant asserts that they fully complied with all applicable employment laws and raised several other significant defenses to Plaintiffs' claims.

10. On October 20, 2022, Plaintiff Gonzales filed the class action at bar in the Contra Costa County Superior Court, Case No. C22-02261 (the "Gonzales Class Action"). The Gonzales Class Action alleged eight causes of action against Defendant for: (1) Unfair Competition in violation of Business and Professions Code sections 17200 *et seq.*; (2) failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code sections 510 *et seq.*; (4) failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (5) failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the

1 applicable IWC wage order; (6) failure to reimburse employees for necessary business expenses in
2 violation of California Labor Code section 2802; (7) failure to provide wages when due in violation of
3 California Labor Code sections 201, 202 and 203; and (8) failure to provide accurate itemized
4 statements in violation of California Labor Code section 226.

5 11. Plaintiff Gonzales and Defendant agreed to mediation, and the Parties further agreed to
6 informally produce additional documents and data points subject to the mediation privilege, including
7 but not limited to a statistically reliable 22% sampling of the Class Members' time data and certain
8 payroll data points. As discussed *infra*, Plaintiff Gonzales counsel retained the forensic consultants at
9 Berger Consulting Group ("BCG") to analyze Defendant's time and payroll data.

10 12. On July 11, 2023, Plaintiff Gonzales and Defendant participated in mediation presided
11 over by Steven Serratore, Esq., an experienced mediator of wage and hour class and PAGA actions.
12 The Parties did not come to a settlement agreement at that time.

13 13. On March 7, 2024, Plaintiff Burton filed a separate Class Action complaint in the Contra
14 Costa Superior Court, Case No. C24-00609 ("Burton Class Action"), alleging claims for: (1) failure to
15 pay wages for all hours worked at minimum wage in violation of Labor Code Sections 1194 and 1197;
16 (2) failure to pay overtime wages for daily overtime worked in violation of Labor Code sections 510
17 and 1194; (3) failure to authorize or permit meal periods in violation of Labor Code sections 512 and
18 226.7; (4) failure to indemnify employees for employment-related losses/expenditures in violation of
19 Labor Code section 2802; (5) failure to provide complete and accurate wage statements in violation of
20 Labor Code section 226; and (6) unfair business practices, in violation of Business and Professions
21 Code sections 17200, *et seq.*

22 14. Also on March 7, 2024, Plaintiff Burton filed a Notice of Violations with the Labor and
23 Workforce Development Agency (LWDA) and served the same on Defendant.

24 15. On May 13, 2024, Plaintiff Burton filed a separate representative action in Contra Costa
25 Superior Court, Case No. C24-01268, for a single cause of action for violations of PAGA pursuant to
26 Labor Code Sections 2698, *et seq.* (the "Burton PAGA Action").

27 16. On September 10, 2024, Plaintiff Gonzales, Plaintiff Burton, and Defendant participated
28 in a second global mediation presided over by Brandon McKelvey, an experienced mediator of wage

1 and hour class and PAGA actions. The Parties accepted a Mediator’s global settlement proposal, which
2 was subsequently memorialized in the form of a Memorandum of Understanding. Thereafter, the
3 Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant
4 motion.

5 17. On August 25, 2025, the parties stipulated to allow Plaintiffs leave to file a First Amended
6 Complaint to add Plaintiff Nicole Burton to the Complaint and to add a claim for violations of the
7 Private Attorneys General Act (“PAGA”).

8 18. For purposes of effectuating the settlement, Plaintiff filed a First Amended Complaint on
9 September 2, 2025, to add Plaintiff Nicole Burton to the Complaint and to add a claim for violations of
10 the Private Attorneys General Act (“PAGA”).

11 **B. Class Counsel Thoroughly Investigated the Factual and Legal Issues**

12 19. Months before filing the Gonzales Class Action and Burton Actions, Class Counsel began
13 their pre-filing investigation into Plaintiffs’ complaints. Class Counsel for Plaintiff Gonzales started
14 their investigation with several lengthy interviews with Plaintiff Gonzales. At the conclusion of the
15 interviews, Class Counsel determined that Plaintiff Gonzales’ complaints justified further inquiry.

16 20. Defendant also produced Plaintiff Gonzales’ employee file, which included copies of
17 Plaintiff Gonzales’ hiring documents, payroll and time records, and written policies and agreements.
18 Class Counsel for Plaintiff Gonzales reviewed and analyzed the documents and determined the
19 documents appeared to substantiate Plaintiff Gonzales’ claims.

20 21. Prior to the 2023 mediation, Defendant produced time and payroll records for the Class
21 Members, aggregate workweek and pay period data for the Class Members, aggregate meal premiums
22 paid to the Class Members, average hourly rate for the Class Members, and copies of applicable
23 handbooks, policies, and agreements. Prior to the 2024 mediation, Defendant produced updated
24 records. In total, Class Counsel reviewed hundreds of pages of documents and more than *11 million*
25 unique cells of time and payroll data.

26 22. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
27 Members’ payroll and time data. BCG provides data analysis and damage modeling consulting services
28

1 specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed
2 and experienced experts in their fields and have provided their expertise on thousands of cases.

3 23. Ahead of both the 2023 mediation and 2024 mediation, BCG analyzed Defendant's time
4 and payroll data to assist in the development of various damage models. Among other things, BCG
5 determined the approximate number of work shifts, workweeks, pay periods, average length of shift
6 and average number of hours worked per week and pay periods during the Class Period. BCG also
7 estimated the number of missed, late or truncated meal and rest periods, the amount of paid missed meal
8 period premiums paid during the Class Period, and the amount of unpaid overtime due to the
9 miscalculation of the regular rate of pay during the Class Period.

10 24. Prior to both mediations, Class Counsel created several damage models predicated on
11 BCG's analysis. Class Counsel's models calculated Defendant's potential liability exposure while
12 accounting for the uncertainties of continued litigation. These damage models informed and guided
13 Class Counsel during the mediated settlement discussions.

14 **C. The Parties Settled with the Assistance of the Mediator**

15 25. On July 11, 2023, Plaintiff Gonzales and Defendant participated in mediation presided
16 over by Steven Serratore, Esq., an experienced mediator of wage and hour class and PAGA actions.
17 The Parties did not come to a settlement agreement at that time.

18 26. On September 10, 2024, all Parties conducted a global, full day of mediation with
19 respected PAGA and class action wage and hour mediator Brandon McKelvey. After arm's-length and
20 adversarial negotiations, both sides agreed to a Mediator's proposal. The complete and final terms of
21 the Parties' settlement are now set forth in the Agreement. Class Counsel submits that the Settlement
22 constitutes a fair, adequate, and reasonable compromise of the claims at issue.

23 **IV. ARGUMENT**

24 **A. The Court Should Preliminarily Approve the Proposed Class Action Settlement**

25 27. The Parties participated in mediation with the highly respected mediator Brandon
26 McKelvey. Mediator McKelvey managed the Parties' expectations and provided a useful, neutral
27 analysis of the issues and risks to both sides. (*In re Apple Computer, Inc. Derivative Litig.*, No. C 06-
28 4128 JF (HRL), 2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation

weighs considerably against any inference of a collusive settlement); *D'Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a “mediator’s involvement in pre-certification settlement negotiations helps to ensure that the proceedings were free of collusion and undue pressure.”).) At all times, the Parties’ negotiations were at an arm’s-length, adversarial and non-collusive. The matter resolved only when Mediator McKelvey issued a Mediator’s proposal that the Parties accepted after further settlement discussions. Mediator McKelvey only arrived at his proposal after hearing arguments, reviewing evidence and evaluating the Parties’ respective claims and defenses.

28. Once the Parties agreed to the Mediator’s proposal, the Parties engaged in protracted negotiations regarding the written terms of the class action settlement. The Parties maintained the arm’s-length, non-collusive and adversarial negotiations while arriving at the final terms of the Settlement. The Agreement is the final product of these mediated negotiations. Objectively, the Settlement terms are fair, adequate and represent a reasonable compromise of the claims at issue.

29. As set forth in greater detail above, Class Counsel conducted a very thorough investigation into the factual and legal issues in dispute. In addition to informal discovery, document review, data analysis and legal research, Class Counsel also researched similar wage and hour actions. Although no two cases are identical, this research provided Class Counsel with a marker to inform settlement discussions and, ultimately, to measure this settlement against. The investigation allowed Class Counsel to realistically assess the value of Plaintiffs’ claims and intelligently engage defense counsel in settlement discussions that culminated in the proposed settlement now before the Court.

30. Class Counsel only agreed to enter the Settlement following their thorough investigation and evaluation of Plaintiffs’ claims. Based on their investigation of the facts, applicable law, and marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believe this Agreement to be in the best interests of the Class Members. Because the Settlement’s terms are fair, reasonable, and adequate, the Court should preliminarily approve the Settlement.

31. The Gross Settlement Amount is fair and reasonable, considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Prior to mediation, Class Counsel retained BCG to develop economic damage models measuring Defendant’s

1 liability exposure while accounting for the uncertainties of continued litigation. The various models
2 were informed by Class Counsel's investigation, including the analysis of all available time and payroll
3 data. Class Counsel projected Defendant's liability exposure for *class claims* (excluding PAGA
4 Penalties) at \$8,100,700 if successful at trial. Thus, the Gross Settlement Amount represents a recovery
5 of approximately 25.8% of Defendant's class-wide exposure. The following summarizes Plaintiffs'
6 analysis of Defendant's liability exposure.

7 32. Plaintiffs allege that Defendant failed to accurately calculate the regular rate of pay for
8 purposes of meal period premiums and redeemed sick pay. Specifically, Plaintiffs allege that Defendant
9 paid Class Members non-discretionary incentive compensation. Defendant's policies expressly detail
10 the non-discretionary, performance-based nature of this compensation, as demonstrated in its policies
11 and offer letters to employees. Defendant denied liability and denied any miscalculation of the regular
12 rate of pay. Plaintiffs estimate Defendant's liability as a result of its alleged failure to properly calculate
13 the regular rate of pay is to be \$198,078.00.

14 33. Plaintiffs also alleged that Defendant failed to provide compliant rest periods.
15 Specifically, Plaintiffs alleged Defendant required Class Members to remain on the premises during
16 rest periods and moreover, and were frequently unable to take timely and duty-free rest periods. Again,
17 Defendant denied liability and asserted that they maintained legally compliant rest period practices
18 throughout the Class Period. Moreover, Plaintiffs recognize the evidentiary burdens in establishing this
19 claim. Establishing Plaintiffs' rest period claim would depend, almost entirely, on Class Member
20 testimony, making it a riskier claim at class certification and liability stages. Defendant likely would
21 have argued that only a small number of Class Members, if any, missed their rest breaks and, if they
22 did miss a rest break, it was their voluntary choice as employees were always authorized and permitted
23 to take their rest breaks. Certification likely would have required depositions of Class Members who
24 provided declarations, and Defendant surely would have obtained opposing declarations stating either
25 rest breaks were taken, or rest breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.*
26 (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11 ("Because of the competing testimony before the
27 Court, plaintiff's evidence that Defendant may have an illegal, written rest break policy is insufficient
28 for this Court to find that common issues predominate."); *Villa v. United Site Servs. of California, Inc.*

1 (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 (“Indeed, Plaintiff’s own evidence confirms that
2 the written policy does not generate uniform practices.”) Plaintiffs estimated Defendant’s exposure for
3 this claim at \$849,804.21.

4 34. Plaintiffs further allege that Defendant failed to pay their employees for all hours worked.
5 Plaintiffs allege that Defendant failed to compensate Plaintiffs and Class Members for time spent
6 working off-the-clock, including time spent performing keyholder duties such as performing security
7 sweeps of the premises, disarming/arming alarms, and turning on/off all equipment on the premises,
8 which were required to be done off-the-clock pre-shift and post-shift. Additionally, Plaintiffs allege
9 that Plaintiffs and Class Members also received and responded to work-related communications off-
10 the-clock. Plaintiffs estimate this off-the-clock work totaled several minutes per shift. As a result,
11 Plaintiffs and Class Members were not compensated for the time spent under Defendant’s control.
12 Defendant denied liability for this claim and maintains that it had legally compliant policies and
13 practices that prohibited off-the-clock work. Plaintiffs estimated Defendant’s exposure for this claim at
14 \$3,073,403.00.

15 35. Plaintiffs allege that Defendant failed to provide compliant meal periods. When they were
16 provided, they were late, short, or interrupted. Plaintiffs allege that oftentimes Plaintiffs, Class Members
17 and Aggrieved Employees were required to work through their meal periods by remaining on-duty or
18 on-call and responding to work-related communications. Defendant maintains that they fully complied
19 with California meal period laws and maintained legally compliant policies and practices. Plaintiffs
20 estimated the damages for this claim at \$480,885.50.

21 36. Plaintiffs alleged that Defendant required Plaintiffs, Class Members, and Aggrieved
22 Employees to use their personal cell phones and personal vehicles to do their jobs but were not
23 reimbursed. Specifically, Plaintiffs allege that they and the Class Members were required to use their
24 personal cell phones to receive and respond to work-related communications with co-workers,
25 supervisors, and clients, and driving to and from clients. Defendant denies such allegations. Plaintiffs
26 estimated Defendant’s potential exposure for this claim to be approximately \$1,412,466.25.

27 37. Generally, Plaintiffs allege that Defendant’s aforementioned violations resulted in
28 derivative violations of California Labor Code sections 203 and 226(a). Class Counsel considered the

1 arguable presence of various penalties and weighed the potential recoveries against probable defenses,
2 including potential obstacles in proving the “willful” prong needed to obtain waiting time penalties
3 under Labor Code section 203, showing that Class Members suffered an “injury” because of wage
4 statement violations, as required by Labor Code section 226, or that meal and rest period violations may
5 not entitle employees like Plaintiffs and the Class Members to pursue the derivative waiting time and
6 itemized wage statement penalties. (See *Naranjo v. Spectrum Security Services, Inc.*, (2022) 13 Cal.5th
7 93; *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal. App. 5th 1308.) Although the Class arguably
8 could have seen a significant payout for these penalties if Plaintiffs prevailed on every penalty claim,
9 Plaintiffs would not recover any derivative penalties if they failed to prove the underlying claims.
10 Moreover, Plaintiffs would have to overcome damaging precedent to prove the Class deserved the
11 penalties. See, e.g., *Howard v. CVS Caremark Corp.*, 2014 U.S. Dist. LEXIS 172406 (C.D. Cal. Dec.
12 9, 2014) (denying class certification for the same penalty claims); *Alonzo v. Maximus, Inc.*, 832 F. Supp.
13 2d 1122, 1134-1137 (C.D. Cal. 2011) (finding insufficient evidence of bad faith or actual injury).
14 Plaintiffs could not give the penalty claims great weight given that they depended on proving the
15 underlying claims, which according to Defendant, were not supported by the facts. In light of the above,
16 Plaintiffs estimated the exposure for these claims to be approximately **\$5,014,736.55** (\$2,813,381.55
17 for waiting time penalties and \$2,201,355.00 for wage statement penalties).

18 38. Class Counsel’s damage models also estimated Defendant’s exposure for PAGA
19 penalties. At the time of mediation, Plaintiffs estimated Defendant’s PAGA exposure at \$8,100,700.00.

20 39. Here, the Parties negotiated a good faith PAGA Payment in the amount of \$150,000.00,
21 which is 4.9% of the Gross Settlement Amount. This amount falls well within the range of approved
22 PAGA Payments. Seventy-five percent (75%) of the PAGA Payment (\$112,500.00) will be paid to the
23 LWDA (“LWDA Payment”) with the remaining twenty-five percent (25%) to be distributed to the
24 Aggrieved Employees, which is within the range of PAGA penalties approved by courts and should be
25 approved.

26 **B. Litigation Risks**

27 40. With respect to the most immediate challenge, i.e., class certification, the risks attendant
28 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*

1 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated, reversed, and remanded
2 a \$110 million judgment against an employer for, *inter alia*, inaccurately paying overtime, and directed
3 the trial court to enter judgment in favor of the employer. *See also O'Connor v. Uber Technologies,*
4 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
5 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor of
6 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
7 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
8 individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176
9 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
10 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
11 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
12 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
13 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
14 certification of driver meal and rest period claims based on the predominance of individual issues).
15 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
16 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
17 settlement.

18 41. Finally, continuing to litigate this action would require continued and extensive resources
19 coupled with significant Court time to proceed through trial and post-trial motions, which can often
20 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
21 extensive expert testimony, particularly with regard to damages. But even if Plaintiffs are successful at
22 trial, Plaintiffs are acutely aware that a judgment does not end the litigation. Plaintiffs fully expect that
23 Defendant would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d 668,
24 the risk of an appeal and subsequent reversal is real.

25 42. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$3,050,000 that
26 is roughly a recovery of 25.8% of Defendant’s class-wide exposure. Given the amount of the settlement
27 here, as compared to the potential value of the claims, offset by the various inherent risks to continued
28 litigation, the settlement is fair and reasonable.

1 **C. The Proposed Notice Informs the Class About the Case and Settlement**

2 43. The Parties jointly drafted the Notice Packet, which fairly and neutrally informs the Class
3 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
4 mail the proposed Notice Packet to all Class Members. The Notice Packet will include information
5 regarding the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class
6 definition, the procedure, and time period within which to request exclusion from or object to the
7 Settlement, the date for the final approval hearing, the formula used to calculate settlement payments,
8 and the terms and scope of the released claims. Agreement at ¶¶ III(O)(2)(a); Exhibit A to the
9 Agreement. This method was negotiated by the Parties to ensure delivering the most reasonable method
10 of notice to the Class Members while ensuring cost-effective administration of the Settlement.

11 **D. The Court Should Preliminarily Approve the Service Awards**

12 44. The Settlement provides for Service Awards of \$10,000.00 for each Plaintiff, for a total
13 of \$20,000.00. The service payments are fair and reasonable compensation for the Plaintiffs' efforts
14 bringing the action, assisting Class Counsel with the litigation and settlement, regularly conferring with
15 Class Counsel on the status of the case and the strategies for prosecuting the claims, reviewing the
16 proposed Settlement to ensure that its terms are fair and provide adequate relief for the Settlement Class,
17 and agreeing to provide Defendant a general release of all claims arising out of their employment.

18 45. Class Counsel on behalf of Plaintiffs will file a formal motion for the negotiated Service
19 Awards once preliminary approval of the Settlement is granted. Plaintiffs respectfully submit that the
20 above showing is sufficient for preliminary approval of the negotiated Service Payments.

21 **E. The Court Should Preliminarily Approve the Attorneys' Fees and Attorneys' Expenses**

22 46. Class Counsel took this matter on a contingency fee basis and invested significant time
23 and expense successfully prosecuting Plaintiffs' claims. As discussed *supra*, the estimated average
24 Individual Settlement Payment illustrates the demonstrably positive outcome for the Class Members.
25 Considering the positive outcome for the Class Members, and in light of the supporting authority, the
26 proposed Class Counsel award is fair and reasonable.

27 47. Attorneys for Plaintiffs have entered a Fee Sharing Agreement, which is attached to the
28 Declarations of Class Counsel in compliance with California Rules of Court 3.769(b). Plaintiffs will

1 file a formal motion for the negotiated Attorneys' Fees and Attorneys' Expenses once preliminary
2 approval of the Settlement is granted. Plaintiffs respectfully submit that the above showing is sufficient
3 for preliminary approval of the negotiated attorneys' fees.

4 **F. The Court Should Provisionally Certify the Settlement Class**

5 48. For Settlement purposes only, Plaintiffs contend, and Defendant does not dispute, that
6 provisional certification of the Class is appropriate.

7 49. Because all Class Members are Defendant's current and former employees, Plaintiffs
8 allege that the class is readily ascertainable from Defendant's regular business records, i.e., payroll
9 records.

10 50. The statutes relating to each of the Plaintiffs' claims apply with equal force and effect to
11 the entire Class. Factually, Plaintiffs allege that Defendant's policies and practices apply class-wide and
12 Defendant's liability can be determined by facts common to all members of the class. The wage and
13 hour issues are both numerous and substantial, and a class action is the most advantageous method of
14 dealing with the claims of the Class.

15 51. Plaintiffs' wage and hour claims are typical of the proposed Class because they arise from
16 the same factual basis and are based on the same legal theories applicable to the other Class Members.
17 Likewise, Plaintiffs allege that Plaintiffs' interests are entirely coextensive with the interests of the
18 Class. Plaintiffs allege that they were injured by the same company-wide practices to which the
19 proposed Class Members were subject and seek the same relief. Plaintiffs allege that Plaintiffs have
20 already demonstrated their ability to advocate for the interests of the Class by initiating this litigation
21 and evaluating the proposed settlement to assure that it is fair.

22 52. A class action is superior to a multitude of individual lawsuits. Given the size and amount
23 of each individual claim, the Class Members likely have little incentive to litigate their claims on an
24 individual basis because the out-of-pocket expense and personal commitment necessary to litigate each
25 claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case
26 adjudication.

27
28 ///

1 **G. Class Counsel’s Experience**

2 53. Plaintiffs, the Settlement Class Members and the Aggrieved Employees are represented
3 by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC
4 (“Firm”), in 2010. The Firm is a boutique plaintiffs’ firm exclusively representing California employees
5 in complex wage and hour class actions and representative actions arising under the California Labor
6 Code Private Attorney General Act. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq.
7 (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia Razma (Associate
8 Attorney), John L. Nitti (Associate Attorney), Carolina Faccin (Associate Attorney), Tesla Stone
9 (Paralegal), Jennifer Heming (Paralegal), Andrew Ward (Law Clerk), Hana McAnally (Law Clerk),
10 Sara Christensen (Legal Assistant), Allysa Castillo (Legal Secretary), Elsa Torres (Legal Secretary),
11 and Sabrina Carle-Parra (Legal Secretary).

12 54. I am qualified to represent the Plaintiffs, the State of California and the Aggrieved
13 Employees. I have extensive experience litigating wage and hour class and representative actions like
14 this matter, and employment matters in general. Additionally, I have extensive complex mass tort
15 litigation experience and complex construction product liability experience. I can, will, and have
16 adequately represented the interests of the Plaintiffs, the State of California and the Aggrieved
17 Employees throughout this action.

18 55. I have represented consumers and employees in California class actions, and complex
19 multi-party product liability actions exclusively for more than 15 years. I have been in practice as a
20 plaintiffs’ civil litigation attorney since April 2007.

21 56. I have significant Class Counsel and collective action counsel experience. My credentials
22 are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as **Exhibit 4**.

23 57. Since 2010, my firm has successfully resolved hundreds of class action cases and
24 recovered in excess of \$250 million on behalf of the Firm’s clients.

25 58. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
26 favorable verdict for the Firm’s clients.

27
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59. Finally, I have published appellate experience in *William Blanchette et al., v. The Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521 (2017) and *Duran v. EmployBridge Holding Company, LLC*, 92 Cal.App.5th 59 (2023).

60. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising Stars list recognizes the top 2.5% of eligible attorneys. (See https://www.superlawyers.com/about/selection_process.html.) Finally, I was named a Thomson Reuters Super Lawyer in Employment Law for 2025.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 6th day of October 2025, at San Diego, California.

JCL LAW FIRM, APC

By: Jean-Claude Lapuyade
Jean-Claude Lapuyade
Attorney for Plaintiffs

EXHIBIT 1

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
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Attorneys for Plaintiff Michael Gonzales
(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

MICHAEL GONZALES and NICOLE
BURTON, individually, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiff,

v.

MECHANICS BANK, a California
Corporation; RABOBANK, a Corporation; and
DOES 1-50, Inclusive, and DOES 1-50,
Inclusive,

Defendants.

Case No. C22-02261

[Assigned for all purposes to the Honorable
Edward G. Weil, Dept. 39]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

Complaint Filed: October 20, 2022
Trial Date: None Set

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3 Vincent C. Granberry, Esq.

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12 Attorneys for Plaintiff Nicole Burton

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1 agreements with Defendant and/or Rabobank, N.A. that covers the entirety of the
2 Class Period.

3 F. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC,
4 Shani O. Zakay, Esq. of Zakay Law Group, APLC, and Joseph Lavi, Esq. of Lavi &
5 Ebrahimian, LLP.

6 G. "Attorneys' Expenses" means the award of expenses that the Court authorizes to be
7 paid to Class Counsel, as defined below, for the expenses they have incurred up to
8 \$45,000.

9 H. "Attorneys' Fees" means the award of fees that the Court authorizes to be paid to Class
10 Counsel, as defined below, for the services they have rendered to Plaintiff, the Class
11 Members, the Aggrieved Employees and the State of California, equal to one-third of
12 the Gross Settlement Amount, including any increases to the Attorneys' Fees as a
13 result of any potential increase to the Gross Settlement Amount due to the Escalator
14 Clause as described below. Attorneys' Fees are currently estimated to be One Million
15 Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents
16 (\$1,016,666.67). Attorneys' fees will be divided between Class Counsel, as defined
17 below, as follows: 40% to Zakay Law Group, APLC, 40% to JCL Law Firm, APC,
18 and 20% to Lavi & Ebrahimian, LLP.

19 I. "Class Data" means information regarding Class Members that Defendant will in
20 good faith compile from its records and provide to the Settlement Administrator. It
21 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
22 Member's full name; last known mailing address; Social Security Number;
23 workweeks worked during the Class Period; and pay periods worked during the
24 PAGA Period.

25 J. "Class Period" means the period beginning October 20, 2018, to November 12, 2024.

26 K. "Class Representatives" shall mean Plaintiff Gonzales and Plaintiff Burton.

27 L. "Court" means the Superior Court for the State of California, County of Contra Costa
28 currently presiding over the Actions.

- 1 M. "Defendant" shall mean Defendant Mechanics Bank.
- 2 N. "Effective Date" means the last to occur of the following: (a) the Sixty-First (61st) day
3 after service of notice of entry of the order granting final approval of the Settlement;
4 or (b) if an appeal, review or writ is sought from the order, the day after the order is
5 affirmed or the appeal, review or writ is dismissed or denied, and the order is no
6 longer subject to further judicial review. Prior to the Effective Date, Defendant will
7 not be required to fund the Gross Settlement Amount, in whole or in part, through the
8 Settlement Administrator or any third party.
- 9 O. "Funding Date" shall mean the date by which Defendant has paid the entire Gross
10 Settlement Amount to the Settlement Administrator in accord with the terms of this
11 Agreement. Defendant will pay the Gross Settlement Amount to the Settlement
12 Administrator within thirty (30) calendar days after the Effective Date.
- 13 P. "Gross Settlement Amount" means Three Million Fifty Thousand Dollars and Zero
14 Cents (\$3,050,000.00) that Defendant must pay into the QSF, as defined below, in
15 connection with this Settlement, which is inclusive of the sum of Settlement
16 Administration Costs, Attorney's Fees, Attorneys' Expenses, Service Awards, the
17 PAGA Payment, and all Individual Settlement Payments. The Gross Settlement
18 Amount is all-in with no reversion to Defendant. The employer's share of payroll
19 taxes shall not be paid from the Gross Settlement Amount and shall remain the sole
20 responsibility of Defendant.
- 21 Q. "Individual Settlement Payments" means the amount payable from the Net Settlement
22 Amount to each Settlement Class Member and excludes any amounts distributed to
23 Aggrieved Employees pursuant to PAGA. Individual Settlement Payments shall be
24 paid by a single settlement check made payable to each Settlement Class Member.
- 25 R. "LWDA" shall mean the Labor and Workforce Development Agency.
- 26 S. "LWDA Notices" shall be defined collectively to include the LWDA Notice
27 submitted by Plaintiff Burton on March 7, 2024, the amended LWDA Notice to be
28 submitted by Plaintiff Burton and Plaintiff Gonzales, and any subsequent LWDA

Notice filed thereafter by Plaintiff Burton and/or Plaintiff Gonzales.

- T. “LWDA Payment” shall mean the seventy-five percent (75%) of the PAGA Payment (\$150,000) payable to the to the LWDA.
- U. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Attorneys’ Fees, Attorneys’ Expenses, Service Awards, PAGA Payment, and Settlement Administration Costs.
- V. “Notice Packet” means the Notice of Settlement to be provided to the Class Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
- W. “Operative Complaint” shall mean the First Amended Complaint filed by Plaintiff Gonzales in the *Gonzales* Class Action that includes the claims and parties from the *Burton* PAGA Action and *Burton* Class Action.
- X. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code Section 2698 *et seq.*
- Y. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period that each Aggrieved Employee worked for Defendant and/or Rabobank, N.A. divided by the total Pay Periods that all Aggrieved Employees worked for Defendant and/or Rabobank, N.A. during the PAGA Period.
- Z. “PAGA Payment” shall mean One Hundred and Fifty Thousand Dollars and Zero Cents (\$150,000) to be allocated from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved Employees and 75% of the payment going to the Labor and Workforce Development Agency. The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code section 2699(1). Any reallocation of the Gross Settlement Amount to increase the PAGA Payment will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.
- AA. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of pay periods during the

PAGA Period that each Aggrieved Employee worked for Defendant and/or Rabobank, N.A. in California.

BB. “PAGA Period” means the period beginning March 7, 2023, to November 12, 2024.

CC. “Parties” means Plaintiffs and Defendant, collectively, and “Party” shall mean either Plaintiffs or Defendant, individually.

DD. “Payment Ratio” means the respective Workweeks for each Class Member divided by the total Workweeks for all Class Members.

EE. “Plaintiffs” shall mean Michael Gonzales and Nicole Burton.

FF. “QSF” means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

GG. “Released Class Claims” means all claims, debts, liabilities, demands, actions, or causes of action under state, federal or local law, whether statutory, common law or administrative, that were asserted or that could have reasonably been asserted in the Actions and/or LWDA Notices, and all claims, debts, liabilities, demands, actions, or causes of action arising from or reasonably related to the facts and/or claims alleged in the Actions and/or LWDA Notices, including but not limited to all state and/or federal wage and hour claims, failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties; failure to permit employees to leave the premises during meal and/or rest periods; on-duty meal period agreements; failure to pay overtime compensation, double-time compensation, meal and rest period premiums, sick pay, and reporting time pay at the regular rate of pay; failure to provide proper sick leave; failure to provide written notice of paid sick leave; payment for all hours worked, including off-the-clock work; rounding and/or time-shaving; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all

wages due at separation of employment; unlawful deductions; failure to provide one day's rest in a seven day workweek; failure to maintain accurate records, including payroll records and records of hours worked; unfair business practices arising from the labor code violations released herein; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum wage penalties, and waiting-time penalties; interest; attorneys' fees and costs; and including and not limited to, all claims arising under the California Labor Code (including but not limited to Sections 200-204, 206, 210, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 233, 246, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code Section 17200, *et seq* with respect to claims arising from the labor code violations released herein; 8 CCR Section 11040, 11070; California Code of Civil Procedure, including but not limited to 1021.5; and the Fair Labor Standards Act, 29 U.S.C. Section 201, *et seq*. This release excludes the release of claims not permitted by law.

HH. "Released PAGA Claims" means all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act (PAGA), attorneys' fees, costs or interest arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq*. that were alleged or that reasonably could have been alleged in the Actions and/or LWDA Notices based on the factual allegations and legal theories contained in the Actions and/or LWDA Notices, including but not limited to all claims for penalties recoverable under PAGA concerning failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation; and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties; failure to permit employees to leave the premises during meal and/or rest periods; on-duty meal period agreements; failure to pay overtime compensation, double-time compensation, meal and rest period

1 premiums, sick pay, and reporting time pay at the regular rate of pay; failure to
2 provide proper sick leave; failure to provide written notice of paid sick leave; payment
3 for all hours worked, including off-the-clock work; rounding and/or time-shaving;
4 misclassification; failure to provide accurate itemized wage statements; failure to
5 reimburse business expenses; failure to timely pay all wages during employment;
6 failure to timely pay all wages due at separation of employment; unlawful deductions;
7 failure to provide one day's rest in a seven day workweek; failure to maintain accurate
8 records, including payroll records and records of hours worked; waiting time
9 penalties; and including without limitation any and all potential claims for penalties
10 recoverable under PAGA predicated upon California Labor Code sections 200-204,
11 206, 210, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 233, 246, 256, 510, 512,
12 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698 *et*
13 *seq.*, any duplicative or similar provisions arising under the Wage Orders of the
14 California Industrial Welfare Commission, including, without limitation, Wage
15 Orders 4-2001, 7-2001; and any other PAGA penalty claims whatsoever alleged in
16 the Operative Complaint and/or LWDA Notices, during the PAGA Period.

17 II. "Released Parties" shall mean Mechanics Bank, Rabobank, N.A., and each of their
18 past, present and future agents, employees, servants, officers, directors, partners,
19 trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries,
20 equity sponsors, related companies/corporations and/or partnerships, divisions,
21 assigns, predecessors, successors, insurers, consultants, joint venturers, joint
22 employers, affiliates, alter-egos, and affiliated organizations, and all of their
23 respective past, present and future employees, directors, officers, agents, attorneys,
24 stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them.

25 JJ. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
26 Administrator mails Notice Packets to Class Members and the last date on which
27 Class Members may submit requests for exclusion or objections to the Settlement, or
28

1 to submit a dispute regarding the number of Workweeks credited to them.-Neither
2 side shall encourage any Class Member to opt out.

3 KK. "Service Awards" means awards in the amount of \$10,000 to each Class
4 Representative (a total of \$20,000) or in an amount that the Court authorizes to be
5 paid to the Class Representatives, in addition to their Individual Settlement Payment
6 and their individual Aggrieved Employee Payment, in recognition of their efforts and
7 risks in assisting with the prosecution of the Actions.

8 LL. "Settlement" means the disposition of the Actions pursuant to this Agreement.

9 MM. "Settlement Administration Costs" shall mean the amount paid to the Settlement
10 Administrator from the Gross Settlement Amount for administering the Settlement
11 pursuant to this Agreement currently estimated not to exceed \$17,100.00.

12 NN. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology
13 Drive, Suite 154, Irvine, CA 92618; Tel: (949) 878-3676. The Settlement
14 Administrator establishes, designates, and maintains a QSF under Internal Revenue
15 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount
16 of the Gross Settlement Amount is deposited for the purpose of resolving the claims
17 of Settlement Class Members and Aggrieved Employees. The Settlement
18 Administrator shall maintain the funds until distribution in an account(s) segregated
19 from the assets of Defendant and any person related to Defendant.

20 OO. "Settlement Class Members" or "Settlement Class" means all Class Members who
21 have not submitted a timely and valid request for exclusion as provided in this
22 Agreement.

23 PP. "Workweeks" shall mean the number of weeks that each Class Member worked for
24 Defendant and/or Rabobank, N.A. as a non-exempt employee in California and which
25 have not already been released via a prior settlement or severance agreement.
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1 **II. RECITALS**

2 A. On October 20, 2022, Plaintiff Gonzales filed a Class Action complaint in the Contra
3 Costa Superior Court, Case No. C22-02261 ("*Gonzales* Class Action"), alleging
4 claims for:

- 5 1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*;
- 6 2. Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194,
7 1197 & 1197.1;
- 8 3. Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et*
9 *seq*;
- 10 4. Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§
11 226.7 & 512 and the Applicable IWC Wage Order;
- 12 5. Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§
13 226.7 & 512 and the Applicable IWC Wage Order;
- 14 6. Failure To Reimburse Employees For Required Expenses In Violation Of Cal.
15 Lab. Code § 2802;
- 16 7. Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201,
17 202 and 203; and
- 18 8. Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab.
19 Code § 226.

20 B. On March 7, 2024, Plaintiff Burton filed a Class Action complaint in the Contra Costa
21 Superior Court, Case No. C24-00609 ("*Burton* Class Action"), alleging claims for:

- 22 1. Failure to Pay Wages for All Hours Worked at Minimum Wage in Violation
23 of Labor Code Sections 1194 and 1197;
- 24 2. Failure to Pay Overtime Wages for Daily Overtime Worked in Violation of
25 Labor Code Section s 510 and 1194;
- 26 3. Failure to Authorize or Permit Meal Periods in Violation of Labor Code
27 Sections 512 and 226.7;

4. Failure to Indemnify Employees for Employment-Related Losses/Expenditures in Violation of Labor Code Section 2802;
5. Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code Section 226; and
6. Unfair Business Practices, in Violation of Labor Code Sections 17200, et. seq.

C. Also on March 7, 2024, Plaintiff Burton filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

D. On May 13, 2024, Plaintiff Burton filed a separate representative action in Contra Costa Superior Court, Case No. C24-01268, for a single cause of action for violations of PAGA pursuant to Labor Code Sections 2698, et. seq. (the “*Burton* PAGA Action”).

E. The Class Representatives believe they have claims based on alleged violations of the California Labor Code and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Actions, and this action is manageable as a PAGA representative action.

F. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Actions, dispute any wages, damages and penalties claimed by the Class Representatives, alleged in the Operative Complaint, and/or alleged in the Class Representative’s LWDA Notices are owed, and further contend that, for any purpose other than settlement, the Actions are not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it and Rabobank, N.A. complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

G. The Class Representatives are represented by Class Counsel. Class Counsel investigated the facts relevant to the Actions, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by

Defendant pursuant to informal requests for information to prepare for mediation. Defendant produced for the purpose of settlement negotiations certain employment data concerning the Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable, and adequate, and is in the best interest of the Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding class certification, and numerous potential appellate issues. Although it denies any liability, Defendant agrees to this Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

H. On July 11, 2023, Plaintiff Gonzales and Defendant participated in mediation presided over by Steven Serratore, Esq., an experienced mediator of wage and hour class and PAGA actions. The Parties did not come to a settlement agreement at that time.

I. On September 10, 2024, the Parties participated in mediation presided over by Brandon McKelvey, an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a mediator's settlement proposal, which was subsequently memorialized in the form of a Memorandum of Understanding.

J. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant and/or Rabobank, N.A. that the claims in the Actions of Plaintiffs, the Class Members, or the Aggrieved Employees have merit or that Defendant and/or Rabobank, N.A. bears any liability to Plaintiffs, the Class, or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Actions have merit.

1 K. The Parties believe that the Settlement is fair, reasonable, and adequate. The
2 Settlement was arrived at through arm's-length negotiations, considering all relevant
3 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to
4 continuing the Actions through trial and any appeal. Accordingly, the Parties desire
5 to settle, compromise and discharge all disputes and claims arising from or relating
6 to the Actions fully, finally, and forever.

7 L. The Parties agree to certification of the Class for purposes of this Settlement only. If
8 for any reason the settlement does not become effective, Defendant and/or Rabobank,
9 N.A. reserves the right to contest certification of any class for any reason and reserves
10 all available defenses to the claims in the Actions. The Settlement, this Agreement,
11 and the Parties' willingness to settle the Actions will have no bearing on and will not
12 be admissible in connection with any litigation.

13 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

14 **III. TERMS OF AGREEMENT**

15 A. Settlement Consideration and Settlement Payments by Defendant.

16 1. Settlement Consideration. Defendant shall pay no more than the total sum of
17 \$3,050,000.00 in settlement of this matter, including payment of
18 Administration Expenses; Attorneys' Fees; Attorneys' Expenses; Service
19 Awards; the PAGA Payment; and all Individual Settlement Payments. The
20 Gross Settlement Amount shall be all-in with no reversion to Defendant.
21 Other than the Defendant's share of employer payroll taxes and as provided
22 in Section III.A.2 below, Defendant shall not be required to pay more than the
23 Gross Settlement Amount.

24 2. Class Size. It is estimated that there are approximately 251,000 workweeks
25 worked by Class Members through September 10, 2024. The Parties
26 acknowledge and agree that this data (and other information provided by
27 Defendant for purposes of mediation) was relied on to extrapolate and reach
28 an arms-length negotiation of Plaintiffs' claims. This number would be

1 expected to increase proportionally for the passage of time since that date.
2 Should the number of workweeks during the Class Period increase beyond
3 10% of the estimated workweeks (i.e. exceeds 276,100 workweeks),
4 Defendant, at its sole discretion, has the option of either: (1) agreeing to
5 increase the Gross Settlement Amount on a pro rata basis according to the
6 number of additional workweeks over the 10% cap, or (2) agreeing to close
7 the Class Period just before the date the workweeks exceed 276,100. Ten (10)
8 days prior to the Hearing on Plaintiff's Motion for Preliminary Approval of
9 the Settlement, Defendant shall notify Class Counsel of the number of
10 Workweeks during the Class Period, so that the Parties may notify the Court
11 as to whether the escalator provision has triggered and the appropriate Class
12 Period.

13 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
14 into the QSF, through the Settlement Administrator on or before the Funding
15 Date. Any interest accrued will be added to the NSA and distributed to the
16 Settlement Class Members except that if final approval is reversed on appeal,
17 then Defendant is entitled to prompt return of the principal and all interest
18 accrued.

19 4. Defendant's Share of Payroll Taxes. The employer's share of payroll taxes
20 shall not be paid from the Gross Settlement Amount and shall remain the sole
21 responsibility of Defendant.

22 B. The Parties agree that no later than ten (10) days after signing this Agreement, as a
23 condition of settlement, Plaintiff Burton will file an amended LWDA Notice to add
24 Plaintiff Gonzales and to include all claims set forth in the PAGA Release.

25 C. Thereafter, Plaintiffs will file a First Amended Complaint in the *Michael Gonzales v.*
26 *Mechanics Bank* action, which will add Plaintiff Nicole Burton as a named plaintiff
27 and which will add: (1) all of the facts, theories, and alleged Labor Code violations,
28 as alleged in the operative complaint in the action entitled *Nicole Burton v. Mechanics*

1 *Bank*, Contra Costa Superior Court Case No. C24-00609; (2) all of the facts, theories
2 and alleged Labor Code violations for civil penalties pursuant to the Private Attorneys
3 General Act of 2004 (“PAGA”), Labor Code Sections 2698, *et seq.* as alleged in the
4 operative complaint in the action entitled *Nicole Burton v. Mechanics Bank*, Contra
5 Costa Superior Court Case No. C24-01268; (3) all of the facts, theories and alleged
6 Labor Code violations for civil penalties pursuant to the PAGA, Labor Code Sections
7 2698, *et seq.* as alleged in Nicole Burton’s LWDA Notice submitted to the LWDA on
8 March 7, 2024 and the amended LWDA Notice to be filed by Plaintiffs; and (4) all of
9 the facts, theories and alleged Labor Code violations for civil penalties pursuant to
10 the PAGA, Labor Code Sections 2698, *et seq.* as could have been alleged based on
11 the facts and theories alleged in the *Michael Gonzales v. Mechanics Bank* action.

12 D. No later than ten (10) calendar days after the filing of the First Amended Complaint
13 in the action entitled *Michael Gonzales et. al. v. Mechanics Bank et. al.*, adding Nicole
14 Burton as a named plaintiff, Plaintiff Burton will file with the Court in both the action
15 entitled *Nicole Burton v. Mechanics Bank*, Contra Costa Superior Court Case No.
16 C24-00609, and the action entitled *Nicole Burton v. Mechanics Bank*, Contra Costa
17 Superior Court Case No. C24-01268, a Request for Dismissal without prejudice.

18 E. Plaintiffs’ Release. As of the Effective Date and Defendant fully funding the Gross
19 Settlement Amount and employer’s share of payroll taxes, Plaintiffs fully and finally
20 release Mechanics Bank, Rabobank, N.A., and each of their past, present and future
21 agents, employees, servants, officers, directors, partners, trustees, representatives,
22 shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related
23 companies/corporations and/or partnerships, divisions, assigns, predecessors,
24 successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-
25 egos, and affiliated organizations, and all of their respective past, present and future
26 employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents,
27 subsidiaries, and assigns, and each of them (collectively, the “Released Parties”),
28 from any and all claims, known and unknown, under federal, state and/or local law,

1 statute, ordinance, regulation, common law, or other source of law, including but not
2 limited to claims arising from or related to their employment with Defendant and/or
3 Rabobank, N.A. and their compensation while an employee of Defendant and/or
4 Rabobank, N.A. (“Plaintiff’s Released Claims”). Plaintiff’s Released Claims include
5 all claims alleged or could have been alleged in the Actions and/or LWDA Notices,
6 including but not limited to state and/or federal wage and hour claims, failure to pay
7 all wages due, including minimum wages, straight time compensation, overtime
8 compensation, double-time compensation, reporting time compensation, and interest;
9 the calculation of the regular rate of pay; failure to provide meal periods and/or rest
10 periods; failure to pay proper meal and/or rest period penalties; failure to pay overtime
11 compensation, double-time compensation, meal and rest period premiums, sick pay,
12 and reporting time pay at the regular rate of pay; payment for all hours worked,
13 including off-the-clock work; failure to provide accurate itemized wage statements;
14 failure to reimburse business expenses; failure to timely pay all wages during
15 employment, including failure to pay all earned wages twice per month; failure to
16 timely pay all wages due at separation of employment; failure to pay all accrued
17 vacation wages at termination; failure to provide one day’s rest in a seven-day
18 workweek; failure to maintain accurate records, including payroll records and records
19 of hours worked and meal periods; failure to provide written notice at the time of
20 hiring under California Labor Code Section 2810.5; misclassification; unfair business
21 practices; declaratory relief; penalties, including but not limited to recordkeeping
22 penalties, wage statement penalties, minimum-wage penalties, and waiting-time
23 penalties; interest; and attorneys’ fees and costs. Plaintiff’s Released Claims also
24 expressly include all claims arising under the California Labor Code (including but
25 not limited to Sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210,
26 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3,
27 226.7, 226.8, 227.3, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5,
28 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2800, 2802, 2698 et seq., and

1 2699 et seq.); the Wage Orders of the California Industrial Welfare Commission; the
2 California Private Attorneys General Act of 2004 (“PAGA”); California Business and
3 Professions Code Section 17200, et seq.; the California Civil Code, including but not
4 limited to Sections 3287, 3336, and 3294; 8 CCR Section 11040; California Code of
5 Civil Procedure, including but not limited to Section 1021.5; the California common
6 law of contract; the FLSA, 29 U.S.C. Section 201, et seq.; federal common law; and
7 the Employee Retirement Income Security Act, 29 U.S.C. Section 1001, et seq.
8 (“ERISA”). Plaintiffs’ Released Claims also include all claims for lost wages and
9 benefits, emotional distress, retaliation, discrimination, harassment, punitive
10 damages, and attorneys’ fees and costs arising under federal, state, or local laws for
11 discrimination, harassment, retaliation, and wrongful termination, such as, by way of
12 example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act
13 of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment
14 Act, and the California Fair Employment and Housing Act; and the law of contract
15 and tort. This release excludes the release of claims not permitted by law.

16
17 Plaintiffs’ Released Claims include all claims, whether known or unknown. Even if
18 Plaintiffs discover facts in addition to or different from those that they now know or
19 believe to be true with respect to the subject matter of Plaintiffs’ Released Claims,
20 those claims will remain released and forever barred. Thus, Plaintiffs expressly waive
21 and relinquish the provisions, rights and benefits of California Civil Code Section
22 1542, which reads:

23
24 **“A general release does not extend to claims that the creditor or releasing party**
25 **does not know or suspect to exist in his or her favor at the time of executing the**
26 **release and that, if known by him or her, would have materially affected his or**
27 **her settlement with the debtor or released party.”**

1 F. Release by Settlement Class Members. As of the Effective Date and Defendant fully
2 funding the Gross Settlement Amount and employer's share of payroll taxes, Plaintiffs
3 and the Settlement Class Members, on behalf of themselves and their respective past,
4 present, and future representatives, agents, attorneys, heirs, administrators, successors,
5 and assigns, and each and all of them, will be deemed to have fully, finally, and forever
6 released, settled, compromised, relinquished, and discharged the Released Parties from
7 the Released Class Claims.

8 G. Release by the Aggrieved Employees. As of the Effective Date and Defendant fully
9 funding the Gross Settlement Amount and employer's share of payroll taxes,
10 Aggrieved Employees, the Plaintiff, the LWDA and the State of California with
11 respect to all Aggrieved Employees, on behalf of themselves and their respective past,
12 present, and future representatives, agents, attorneys, heirs, administrators, successors,
13 and assigns, and each and all of them, will be deemed to have fully, finally, and forever
14 released, settled, compromised, relinquished, and discharged the Released Parties from
15 the Released PAGA Claims.

16 H. Nullification of Settlement Agreement. If the Court does not preliminarily or finally
17 approve this Settlement Agreement, it fails to become effective, or is reversed,
18 withdrawn, or materially modified on appeal, or in any way prevents or prohibits
19 Defendant from obtaining a complete resolution of the Release by Settlement Class
20 Members and Release by the Aggrieved Employees:

- 21 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
22 and shall not be admissible in any judicial, administrative, or arbitral
23 proceeding for any purpose or with respect to any issue, substantive or
24 procedural;
- 25 2. Any funds to be awarded under this Settlement shall be returned to their
26 respective status as of the date and time immediately prior to the execution of
27 this Agreement;

1 3. The conditional class certification (obtained for any purpose) shall be void *ab*
2 *initio* and of no force or effect, and shall not be admissible in any judicial,
3 administrative, or arbitral proceeding for any purpose or with respect to any
4 issue, substantive or procedural; and

5 4. None of the Parties to this Settlement will be deemed to have waived any
6 claims, objections, defenses, or arguments in the Actions, including with
7 respect to the issue of class certification.

8 I. Certification of the Class. The Parties stipulate to conditional class certification of the
9 Class for the Class Period for purposes of settlement only. In the event that this
10 Settlement is not approved by the Court, fails to become effective, or is reversed,
11 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
12 from obtaining a complete resolution of the Released Class Claims and Released
13 PAGA Claims, the conditional class certification (obtained for any purpose) shall be
14 void *ab initio* and of no force or effect, and shall not be admissible in any judicial,
15 administrative or arbitral proceeding for any purpose or with respect to any issue,
16 substantive or procedural.

17 J. Interest. The Gross Settlement Amount includes any and all interest accruals and no
18 additional interest shall be due under any circumstances.

19 K. Tax Liability. The Parties make no representations as to the tax treatment or legal
20 effect of the payments called for, and Plaintiffs, Class Members and/or Aggrieved
21 Employees are not relying on any statement or representation by the Parties in this
22 regard. Plaintiffs, Class Members, and Aggrieved Employees understand and agree
23 that they will be responsible for the payment of any appropriate federal, state, and local
24 taxes and penalties assessed on any amounts they receive under this Agreement
25 described herein and will be solely responsible for any penalties or other obligations
26 resulting from their personal tax reporting of Individual Settlement Payments and
27 Aggrieved Employees' individual shares of the Aggrieved Employee Payment.
28

1 L. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
2 the “acknowledging party” and each Party to this Agreement other than the
3 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision
4 of this Agreement, and no written communication or disclosure between or among the
5 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
6 such communication or disclosure constitute or be construed or be relied upon as, tax
7 advice within the meaning of United States Treasury Department circular 230 (31 CFR
8 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
9 her or its own, independent legal and tax counsel for advice (including tax advice) in
10 connection with this Agreement, (b) has not entered into this Agreement based upon
11 the recommendation of any other Party or any attorney or advisor to any other Party,
12 and (c) is not entitled to rely upon any communication or disclosure by any attorney
13 or adviser to any other party to avoid any tax penalty that may be imposed on the
14 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
15 any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
16 strategies (regardless of whether such limitation is legally binding) upon disclosure by
17 the acknowledging party of the tax treatment or tax structure of any transaction,
18 including any transaction contemplated by this Agreement.

19 M. Preliminary Approval Motion. As soon thereafter as practicable after the execution of
20 this Agreement, Plaintiffs shall file with the Court a Motion for Order Granting
21 Preliminary Approval and supporting papers, which shall include this Settlement
22 Agreement. Plaintiffs will provide Defendant with a draft of the Motion and any
23 proposed order at least three (3) business days prior to the filing of the Motion to give
24 Defendant an opportunity to review and comment upon the Motion.

25 N. Settlement Administrator. The Settlement Administrator shall be responsible for:
26 establishing and administering the QSF; calculating, processing and mailing payments
27 to the Class Representatives, Class Counsel, LWDA, Class Members, and Aggrieved
28 Employees; printing and mailing the Notice Packets to the Class Members and

1 Aggrieved Employees as directed by the Court; receiving and reporting the objections
2 and requests for exclusion; calculating, deducting and remitting all legally required
3 taxes from Individual Settlement Payments and distributing tax forms for the Wage
4 Portion, the Penalties Portion and the Interest Portion of the Individual Settlement
5 Payments and the Aggrieved Employees' individual shares of the Aggrieved
6 Employee Payment; processing and mailing tax payments to the appropriate state and
7 federal taxing authorities; providing declaration(s) as necessary in support of
8 preliminary and/or final approval of this Settlement; and other tasks as the Parties
9 mutually agree or the Court orders the Settlement Administrator to perform. The
10 Settlement Administrator shall keep the Parties timely apprised of the performance of
11 all Settlement Administrator responsibilities by among other things, sending a weekly
12 status report to the Parties' counsel stating the date of the mailing, the number of opt
13 outs from the Settlement it receives (including the numbers of valid and deficient), and
14 number of objections received. Any disputes relating to the Settlement Administrator's
15 ability and need to perform its duties shall be referred to the Court.

16 O. Notice Procedure.

- 17 1. Class Data. Within thirty (30) calendar days following notice by Plaintiffs or
18 the Court of the Preliminary Approval Order, Defendant shall provide the
19 Settlement Administrator with the Class Data. In no event will the Class Data
20 ever be shared with or provided to Plaintiffs or Class Counsel.
- 21 2. Notice Packets.
 - 22 a) The Notice Packet shall contain the Notice of Settlement in a form
23 substantially similar to the form attached as **Exhibit A**. The Notice of
24 Settlement shall inform Class Members and Aggrieved Employees
25 that they need not do anything in order to receive an Individual
26 Settlement Payment and/or Aggrieved Employees' individual shares
27 of the Aggrieved Employee Payment and to keep the Settlement
28 Administrator apprised of their current mailing address, to which the

1 Individual Settlement Payments and/or Aggrieved Employees'
2 individual shares of the Aggrieved Employee Payment will be mailed
3 following the Funding Date. The Notice of Settlement shall set forth
4 the release to be given by all members of the Class who do not request
5 to be excluded from the Settlement Class and the release to be given
6 by all Aggrieved Employees, the number of Workweeks worked by
7 each Class Member during the Class Period, and number of PAGA
8 Pay Periods worked by each Aggrieved Employee during the PAGA
9 Period, if any, and the estimated amount of their Individual Settlement
10 Payment if they do not request to be excluded from the Settlement and
11 each Aggrieved Employees' share of the Aggrieved Employee
12 Payment, if any. The Settlement Administrator shall use the Class
13 Data to determine Class Members' Workweeks and PAGA Pay
14 Periods. The Notice will also advise the Aggrieved Employees that
15 they will release the Released PAGA Claims and will receive their
16 share of the Aggrieved Employee Payment regardless of whether they
17 request to be excluded from the Settlement.

- 18 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
19 Settlement Administrator will perform a search based on the National Change
20 of Address Database to update and correct any known or identifiable address
21 changes. No later than fifteen (15) calendar days after receipt of the Class
22 Data, the Settlement Administrator shall mail copies of the Notice Packet to
23 all Class Members via regular First-Class U.S. Mail (the "Initial Mailing").
24 The Settlement Administrator shall exercise its best judgment to determine
25 the current mailing address for each Class Member. The address identified by
26 the Settlement Administrator as the current mailing address shall be presumed
27 to be the best mailing address for each Class Member.

- 1 4. Undeliverable Notices. If, within thirty (30) calendar days of the Initial
2 Mailing, any Notice Packets are returned to the Settlement Administrator as
3 non-delivered, then it shall be re-mailed to any forwarding address provided
4 within seven (7) days of receiving the returned notice. If no forwarding
5 address is provided, the Settlement Administrator shall promptly attempt to
6 determine a correct address by lawful use of skip-tracing, or other search using
7 the name, address and/or Social Security number of the Class Member
8 involved, and shall then perform a re-mailing, if another mailing address is
9 identified by the Settlement Administrator. Class Members who received a
10 re-mailed Notice Packet shall have their Response Deadline extended fifteen
11 (15) days from the original Response Deadline.
- 12 5. In the event that the procedures in this Section are followed and the intended
13 recipient of a Class Notice still does not receive the Class Notice, the intended
14 recipient shall be bound by all terms of the Settlement and any Final Approval
15 Order and Final Judgment entered by the Court if the Settlement is approved
16 by the Court. In the event the procedures in this Section are followed and a
17 Class Member does not ultimately return a Request for Exclusion and/or the
18 Request for Exclusion is rejected by the Settlement Administrator, the Class
19 Member shall be deemed a Settlement Class Member and will be bound by all
20 terms of the Settlement and any Final Approval Order and Final Judgment
21 entered by the Court if the Settlement is approved by the Court.
- 22 6. Disputes Regarding Workweeks / Pay Periods. The Notice Packet mailed to
23 each Class Member will indicate the Workweeks and PAGA Pay Periods
24 credited to each Class Member and the estimated Individual Settlement
25 Payment and/or Aggrieved Employees' individual share of the Aggrieved
26 Employee Payment that he/she is to receive based upon Defendant's records
27 and the formula set forth in Section III(P) below. If a Class Member objects
28 to the Workweeks and/or PAGA Pay Periods credited to him or her, as stated

1 in the Notice Packet, the Class Member must submit written correspondence
2 to the Settlement Administrator that is postmarked no later than the Response
3 Deadline, or in the instance of a re-mailed Notice Packet, fifteen (15) days
4 after the Response Deadline, explaining the basis for the dispute and including
5 any supporting documentation showing that the Workweeks and/or PAGA
6 Pay Periods credited to him or her is inaccurate. Defendant's records will be
7 presumed determinative, absent credible evidence to rebut the accuracy of the
8 Workweeks and/or PAGA Pay Periods credited to a Class Member based
9 thereon. The Settlement Administrator will evaluate the evidence submitted
10 by the Class Member and make a recommendation to the Parties as to which
11 figures should be applied. If the Parties disagree with the Settlement
12 Administrator's recommendation, the dispute will be presented to the Court
13 for determination.

- 14 7. Exclusions. The Notice of Settlement contained in the Notice Packet shall
15 state that Class Members who wish to exclude themselves from the Settlement
16 must submit a valid and timely request for exclusion ("Request for
17 Exclusion") to the Settlement Administrator by the Response Deadline. A
18 Request for Exclusion must be in writing which contains: (1) the Class
19 Member's full name, current address, last four digits of his/her Social Security
20 number; (2) the case name and number; (3) a clear statement that the Class
21 Member wishes to be excluded from the Settlement; and (4) the Class
22 Member's signature and the date of signature. The Parties agree that the
23 Settlement Administrator shall not disclose the last four digits of any Class
24 Member's Social Security number to anyone but the Parties, that such
25 information will be securely held, and that the disclosure of those last four
26 digits to the Parties shall not be used for any purpose except to ascertain the
27 identity of the individual who wishes to exclude himself or herself from the
28 Settlement for administration of this Settlement. The name and last four digits

1 of the Social Security number provided by the Class Member on the Request
2 for Exclusion must match Defendant's records as provided to the Settlement
3 Administrator, or match Defendant's records for that particular Class
4 Member. The name and Social Security number provided by the Class
5 Member will be deemed to match Defendant's records only if: (1) both the
6 first name and the last name and the last four digits of the Social Security
7 number provided by the Class Member match Defendant's records; (2) the
8 first name and the last four digits of the Social Security number provided by
9 the Class Member match Defendant's records and it appears the last name has
10 been changed as a result of a change in marital status or is a shortened or
11 lengthened version of the name that appears in Defendant's records; or (3) the
12 last four digits of the Social Security number and last name match Defendant's
13 records and the first name provided is either a nickname or a shortened or
14 lengthened version of the name that appears in Defendant's records. The date
15 of the postmark on the mailing envelope on the Request for Exclusion shall
16 be the exclusive means used to determine whether the request for exclusion
17 was timely submitted. Any Class Member who submits a timely and valid
18 Request for Exclusion will not be a Settlement Class Member, will not be
19 entitled to an Individual Settlement Payment, and will not be otherwise bound
20 by the terms of the Settlement or have any right to object, appeal, or comment
21 thereon. However, the Parties agree there is no statutory or other right for any
22 Class Member to opt out or otherwise exclude himself or herself from the
23 PAGA portion of the Settlement. As such, any Class Member that submits a
24 timely and valid Request for Exclusion that is also an Aggrieved Employee
25 will still receive his/her pro rata share of the Aggrieved Employee Payment,
26 as specified below, and in consideration, will be bound by the Release by the
27 Aggrieved Employees as set forth herein in Sections I(HH) and III(G). Class
28 Members who fail to submit a valid and timely Request for Exclusion on or

1 before the Response Deadline shall be deemed a Settlement Class Member
2 and bound by all terms of the Settlement and any final judgment entered in
3 this Action if the Court approves the Settlement. No later than seven (7)
4 calendar days after the Response Deadline, the Settlement Administrator shall
5 provide counsel for the Parties with a final list of the Class Members who have
6 submitted timely and valid Requests for Exclusion. If either (i) 10% or more
7 of the Class Members, or (ii) a number of Class Members whose share of the
8 Net Settlement Amount is 10% or more either opt out of and/or object to the
9 Settlement, or if both (i) and (ii) occur, Defendant may, at its election, rescind
10 the Settlement and all actions taken in its furtherance of it will be thereby null
11 and void. Defendant must exercise this right of rescission, in writing, to Class
12 Counsel, within 15 calendar days after the Settlement Administrator notifies
13 the Parties of the total number of opt-outs. If the option to rescind is exercised,
14 then Defendant shall be solely responsible for all Settlement Administration
15 Costs accrued to that point. If such provision is exercised, the Action will
16 return to its pre-settlement litigation posture.

- 17 8. Objections. The Notice of Settlement contained in the Notice Packet shall
18 state that Class Members who wish to object to the Settlement may submit to
19 the Settlement Administrator a written statement of objection (“Notice of
20 Objection”) by first class U.S. mail at the address specified in the Notice
21 Packet, not later than the Response Deadline. The postmark date of mailing
22 shall be deemed the exclusive means for determining whether a Notice of
23 Objection was served timely. The Notice of Objection must be in writing and
24 signed by the Class Member and state: (1) the case name and number; (2) the
25 name of the Class Member; (3) the address of the Class Member; (4) the last
26 four digits of the Class Member’s Social Security number; (5) the factual and
27 legal basis, with supporting documents, if any, for the objection; (6) whether
28 the objector is represented by an attorney and providing the contact

1 information of any such attorney; and (7) if the Class Member intends to
2 appear at the Final Approval/Settlement Fairness Hearing. The Parties agree
3 that the Settlement Administrator shall not disclose the last four digits of any
4 Class Member's Social Security number to anyone but the Parties, that such
5 information will be securely held, and that the disclosure of those last four
6 digits to the Parties shall not be used for any purpose except to ascertain the
7 identity of the objector for administration of this Settlement. Class Members
8 who fail to make objections in writing in the manner specified above may still
9 make their objections orally at the Final Approval/Settlement Fairness
10 Hearing with the Court's permission. Class Members will have a right to
11 appear at the Final Approval/Settlement Fairness Hearing to have their
12 objections heard by the Court regardless of whether they submitted a written
13 objection. Settlement Class Members who fail to object in the manners
14 specified above shall be deemed to have waived any objections and shall be
15 foreclosed from making any objection (whether by appeal or otherwise) to the
16 Settlement. If a Settlement Class Member objects to this Settlement, the
17 Settlement Class Member will remain a member of the Class, and if the Court
18 grants final approval of the Settlement, he or she will be bound by the terms
19 of the Settlement and any Final Approval Order and Final Judgment. Within
20 three (3) business days of receipt of an objection, the Settlement Administrator
21 shall provide counsel for the Parties with a copy of the objection. No later
22 than thirty (30) calendar days before the Final Approval Hearing, the
23 Settlement Administrator shall provide counsel for the Parties with a complete
24 list of Settlement Class Members who have submitted an objection. Prior to
25 the Final Approval Hearing, the Settlement Administrator shall submit copies
26 of the objections that it has received, to the Court by way of declaration. Class
27 Members who submit a written request for exclusion may not object to the
28

1 Settlement. Class Members may not object to the PAGA portion of the
2 Settlement.

3 9. The Parties agree to use their best efforts to carry out the terms of this
4 Agreement. At no time shall any of the Parties or their counsel seek to solicit
5 or otherwise encourage Class Members to submit Requests for Exclusion,
6 submit Notice of Objection, or appeal from or seek review of the Court's
7 Preliminary Approval Order, Final Approval Order, or Final Judgment.

8 10. If a Class Member submits both a Request for Exclusion and Notice of
9 Objection to the Settlement Administrator prior to the Response Deadline, the
10 Settlement Administrator will first attempt to contact the Class Member(s) to
11 determine if they intended to submit only the Request for Exclusion or Notice
12 of Objection. If the Settlement Administrator is unable to contact the Class
13 Member(s) within ten (10) calendar days of receiving both the Request for
14 Exclusion and Notice of Objection or if the Class Member(s) fails to respond
15 to the Settlement Administrator within ten (10) calendar days of being
16 contacted, then only the Request for Exclusion will be deemed valid. The
17 Class Member(s)' Notice of Objection will be invalid, and the Class Member
18 will no longer be considered a Settlement Class Member, will not receive his
19 or her Individual Settlement Payment, and will not be bound by the Released
20 Class Claims (but, if an Aggrieved Employee, will still be fully bound by the
21 Release by the Aggrieved Employees as set forth herein in Section III(G)).

22 P. Funding and Allocation of the Gross Settlement Amount. Prior to the Effective Date
23 of the Settlement, Defendant will not be required to fund the Settlement, in whole or
24 in part, through the Settlement Administrator or any third party. Within fifteen (15)
25 calendar days after the Effective Date, the Settlement Administrator will provide the
26 Parties with an accounting of the amounts to be paid by Defendant pursuant to the
27 terms of the Settlement Agreement. Thereafter, Defendant shall fund the entire GSA
28 with the Settlement Administrator on or before the Funding Date together with any

required employer's side payroll tax. It is expressly understood that if the Court awards less than the total amounts requested to be awarded for Attorneys' Fees, Attorneys' Expenses, PAGA Payment, Settlement Administration Costs, and Service Awards to Plaintiffs, or as otherwise provided herein, the difference in any such amounts will be added to the Net Settlement Amount

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely Requests for Exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employee will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the

1 Aggrieved Employee Payment to calculate each Aggrieved Employee's
2 estimated share of the Aggrieved Employee Payment.

- 3 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
4 Settlement Payments shall be allocated and treated as 25% wages ("Wage
5 Portion") and 75% penalties, interest, and other non-wage damages. The
6 Wage Portion of the Individual Settlement Payments shall be reported on IRS
7 Form W-2, and, therefore, normal employee's share of payroll taxes and
8 withholdings will be deducted pursuant to applicable state and federal law.
9 The Penalty Portion of the Individual Settlement Payments shall be reported
10 on IRS Form 1099 issued by the Settlement Administrator, and the Settlement
11 Class Member will assume full responsibility and liability for the payment of
12 taxes due on such awards, if any. The Parties make no representations about
13 the tax consequences to the portion of the Individual Settlement Payments
14 representing interest and penalties.

- 15 4. Allocation of Aggrieved Employee Payments. For tax purposes, all Aggrieved
16 Employee individual shares of the Aggrieved Employee Payment shall be
17 allocated and treated as 100% penalties and interest and shall be reported on
18 IRS Form 1099. The Aggrieved Employee will assume full responsibility and
19 liability for the payment of taxes due on such awards, if any.

- 20 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
21 individual shares of the Aggrieved Employee Payment made to Settlement
22 Class Members and/or Aggrieved Employees under this Settlement
23 Agreement, as well as any other payments made pursuant to this Settlement
24 Agreement, including the Services Awards to be paid to Plaintiffs, shall be
25 deemed not to be pensionable earnings and shall not have any effect on the
26 eligibility for, or calculation of, any of the employee benefits (e.g., vacations,
27 holiday pay, retirement plans, 401k plans, sick leave plans, PTO plans, etc.)
28 of Plaintiff, any Settlement Class Members or any Aggrieved Employees.

1 Such payments do not represent any modification of Plaintiff's, Settlement
2 Class Members', or Aggrieved Employees' previously credited hours of
3 service or other eligibility criteria under any employee pension benefit plan or
4 employee welfare benefit plan sponsored by Defendant. Further, any
5 Individual Settlement Payment, individual share of the Aggrieved Employee
6 Payment, or Service Award shall not be considered "compensation" in any
7 year for purposes of determining eligibility for, or benefit accrual within, an
8 employee pension benefit plan or employee welfare benefit plan sponsored by
9 Defendant.

10 6. No Effect on Regular Rate or Overtime Compensation. Settlement Class
11 Members and Aggrieved Employees will receive payment under the
12 Settlement, as determined by the Settlement Administrator in accordance with
13 this Agreement. The Parties agree that this payment is not viewed as
14 additional compensation for purposes of calculating a "regular rate" of pay
15 under California or federal law for the period during which it is received, and
16 no additional overtime compensation is required as a result of such payment;
17 further, any claim to entitlement to any additional overtime compensation is
18 expressly waived under the terms of this Agreement. No person or entity shall
19 have any claim against Defendant, Defendant's Counsel, Plaintiff, any Class
20 Members or Aggrieved Employee, Class Counsel, or the Settlement
21 Administrator based upon distributions and payments made in accordance
22 with this Agreement.

23 7. All monies received by Settlement Class Members under the Settlement which
24 are attributable to wages shall constitute income to such Settlement Class
25 Members solely in the year in which such monies are received by the Settlement
26 Class Members. It is the intent of the Parties that Individual Settlement
27 Payments and individual shares of the Aggrieved Employee Payment provided
28 for in this Settlement agreement are the sole payments to be made by Defendant

1 to Settlement Class Members and/or Aggrieved Employees in connection with
2 this Settlement Agreement, with the exception of Plaintiff, and that the
3 Settlement Class Members and/or Aggrieved Employees are not entitled to any
4 new or additional compensation or benefits as a result of having received the
5 Individual Settlement Payments and/or their shares of the Aggrieved Employee
6 Payment.

7 8. Mailing. Individual Settlement Payments and individual shares of the
8 Aggrieved Employee Payment shall be mailed by regular First-Class U.S.
9 Mail to Settlement Class Members' and/or Aggrieved Employees' last known
10 mailing address no later than fifteen (15) calendar days after the Funding Date.

11 9. Expiration. Any checks issued to Settlement Class Members and Aggrieved
12 Employees shall remain valid and negotiable for one hundred and eighty (180)
13 days from the date of their issuance. In the event an Individual Settlement
14 Payment and/or Aggrieved Employees' individual share of the PAGA
15 Payment check has not been cashed within one hundred and eighty (180) days
16 from the date of issuance, all funds represented by such uncashed checks, plus
17 any interest accrued thereon, shall be transmitted to the State Controller the
18 State Controller's Unclaimed Property Fund in the name of the Class Member
19 who did not claim the funds.

20 10. Service Awards. In addition to the Individual Settlement Payment as
21 Settlement Class Members and their individual shares of the Aggrieved
22 Employee Payment, Plaintiffs will apply to the Court for an award of not more
23 than \$10,000.00 each, as the Service Awards. Defendant will not oppose
24 Service Awards of not more than \$10,000.00 for each Plaintiff (a total of
25 \$20,000). The Settlement Administrator shall pay the Service Awards, either
26 in the amount stated herein if approved by the Court or some other amount as
27 approved by the Court, to Plaintiffs from the Gross Settlement Amount no
28 later than fifteen (15) calendar days after the Funding Date. Any portion of

1 the requested Service Awards that are not awarded to the Class
2 Representatives shall be part of the Net Settlement Amount and shall be
3 distributed to Settlement Class Members as provided in this Agreement.
4 Plaintiff is solely responsible for providing a completed IRS W-9 form to the
5 Settlement Administrator prior to distribution. The Settlement Administrator
6 shall issue an IRS Form 1099 — MISC to Plaintiffs for their Service Awards.
7 Each Plaintiff shall be solely and legally responsible to pay any and all
8 applicable taxes on their Service Awards and shall hold harmless the Released
9 Parties from any claim or liability for taxes, penalties, or interest arising as a
10 result of the Service Awards. Approval of this Settlement shall not be
11 conditioned on Court approval of the requested amount of the Service Awards.
12 If the Court reduces or does not approve the requested Service Awards,
13 Plaintiffs shall not have the right to revoke the Settlement, and it will remain
14 binding.

- 15 11. Attorneys' Fees and Attorneys' Expenses. Defendant understands, and will
16 not oppose, a motion for Attorneys' Fees not to exceed one-third of the Gross
17 Settlement Amount currently estimated to be One Million Sixteen Thousand
18 Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$1,016,666.67) **and**
19 Attorneys' Expenses supported by declaration, and according to proof, not to
20 exceed Forty-Five Thousand Dollars and Zero Cents (\$45,000.00). Any
21 awarded Class Counsel Award shall be paid from the Gross Settlement
22 Amount. Any portion of the requested Attorneys' Fees and/or Attorneys'
23 Expenses that are not awarded to Class Counsel shall be part of the Net
24 Settlement Amount and shall be distributed to Settlement Class Members as
25 provided in this Agreement. The Settlement Administrator shall allocate and
26 pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount
27 no later than fifteen (15) calendar days after the Funding Date. The amounts
28 set forth above for Attorneys' Fees and Attorneys' Expenses will cover all

1 work performed and all fees and costs incurred by Class Counsel to date, and
2 all work to be performed and all fees to be incurred in connection with the
3 litigation of the Action, seeking preliminary and final approval by the Court
4 of this Settlement and Agreement, the administration of the Settlement,
5 seeking and obtaining a Preliminary Approval Order and Final Approval
6 Order, and obtaining Final Judgment. Class Counsel is solely responsible for
7 providing completed IRS W-9 forms to the Settlement Administrator prior to
8 distribution. Class Counsel shall be solely and legally responsible to pay all
9 applicable taxes on the payment made pursuant to this paragraph. The
10 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
11 Counsel for the payments made pursuant to this paragraph. If the Court
12 reduces or does not approve the requested Attorneys' Fees, Plaintiffs and
13 Class Counsel shall not have the right to revoke the Settlement, or to appeal
14 such order, and the Settlement will remain binding. Class Counsel will not be
15 permitted to petition the Court for, or accept, any additional payments from
16 Defendant for attorneys' fees, costs, or expenses in connection with the
17 Actions.

- 18 12. PAGA Payment. One-Hundred and Fifty Thousand Dollars and Zero Cents
19 (\$150,000.00) shall be allocated from the Gross Settlement Amount for
20 settlement of claims for civil penalties under the Private Attorneys General
21 Act of 2004 ("PAGA Payment"). The Settlement Administrator shall pay
22 seventy-five percent (75%) of the PAGA Payment (\$112,500.00) to the
23 California Labor and Workforce Development Agency no later than fifteen
24 (15) calendar days after the Funding Date (hereinafter "LWDA Payment").
25 Twenty-five percent (25%) of the PAGA Payment (\$37,500.00) will be
26 distributed to the Aggrieved Employees as described in Section III(P) of this
27 Agreement. For purposes of distributing the PAGA Payment to the Aggrieved
28 Employees, each Aggrieved Employee shall receive their pro-rata share of the

1 Aggrieved Employee Payment using the PAGA Payment Ratio as defined
2 above. In the event that the Court finds the Parties' allocation of proceeds
3 from the Gross Settlement Amount to the PAGA Payment to be insufficient,
4 the Parties expressly reserve the right to amend this Agreement to increase the
5 allocated amount to a level that satisfies the Court's discretion, but provided
6 that such increase does not increase the Gross Settlement Amount.
7 Defendant's payment of the Attorneys' Fees and Attorneys' Expenses
8 awarded to Class Counsel shall constitute full satisfaction of the obligation to
9 pay any amounts to any person, attorney, or law firm for attorneys' fees, costs,
10 or expenses in the Actions incurred by any attorney on behalf of the Plaintiffs,
11 the Class Members, and the Aggrieved Employees, and shall relieve
12 Defendant, the Settlement Administrator, and Defendant's counsel of any
13 other claims or liability to any other attorney or law firm for any attorneys'
14 fees, costs, and expenses to which any of them may claim to be entitled on
15 behalf of Plaintiffs and/or the Class Members and Aggrieved Employees.

- 16 13. Settlement Administration Costs. The Settlement Administrator shall be paid
17 for the costs of administration of the Settlement from the Gross Settlement
18 Amount. The estimate of the Settlement Administration Costs is \$17,100. If
19 the Settlement Administrator's actual costs are lower than, or the Court
20 awards less than the total amount allocated for Settlement Administration
21 Costs, the difference in any such amounts will be a part of the Net Settlement
22 Amount. The Settlement Administrator shall be paid the Settlement
23 Administration Costs no later than fifteen (15) calendar days after the Funding
24 Date.

- 25 Q. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with
26 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
27 twenty-eight (28) days following the expiration of the Response Deadline, which
28 motion shall request final approval of the Settlement and a determination of the

1 amounts payable for the Service Awards, Attorneys' Fees, Attorneys' Expenses, the
2 PAGA Payment, and the Settlement Administration Costs. Plaintiffs will provide
3 Defendant with a draft of the Motion and proposed order at least three (3) business
4 days prior to the filing of the Motion to give Defendant an opportunity to propose
5 changes or additions to the Motion. The Parties agree to take all steps as may be
6 reasonably necessary to secure final approval of the Settlement as quickly as possible,
7 to the extent not inconsistent with the terms of this Agreement, and will not take any
8 action adverse to each other in obtaining Court approval, and, if necessary, appellate
9 approval, of the Agreement in all respects.

10 1. Declaration by Settlement Administrator. No later than seven (7) days after
11 the Response Deadline, the Settlement Administrator shall submit a
12 declaration in support of Plaintiff's motion for final approval of this
13 Settlement detailing the number of Notice Packets mailed and re-mailed to
14 Class Members, the number of undeliverable Notice Packets, the number of
15 timely requests for exclusion, the number of objections received, the amount
16 of the average, lowest, and highest Individual Settlement Payments, the
17 amount of the average, lowest, and highest individual shares of the Aggrieved
18 Employee Payment, the Settlement Administration Costs, and any other
19 information as the Parties mutually agree or the Court orders the Settlement
20 Administrator to provide.

21 2. Final Approval Order and Judgment. Class Counsel shall present an Order
22 Granting Final Approval of Class Action Settlement to the Court for its
23 approval, and Judgment thereon, at the time Class Counsel files the Motion
24 for Final Approval.

25 R. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
26 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
27 Final Approval, including the Order Granting Final Approval of Class Action
28 Settlement, and Judgment at least three (3) business days in advance of filing with the

1 Court. The Parties and their counsel will cooperate with each other and use their best
2 efforts to affect the Court's approval of the Motions for Preliminary and Final
3 Approval of the Settlement, and entry of Judgment.

4 S. Cooperation and Drafting. The Parties and their counsel will cooperate with each other
5 and use their best efforts to implement the Settlement. In the event that the Parties are
6 unable to reach agreement on the form or content of any document needed to
7 implement the Settlement, or on any supplemental provisions that may become
8 necessary to effectuate the terms of the Settlement, the Parties shall seek the assistance
9 of the Court to resolve such disagreement. Each of the Parties has cooperated in the
10 drafting and preparation of this Agreement. Hence, in any construction made to this
11 Agreement, the same shall not be construed against any of the Parties.

12 T. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Actions,
13 except such proceedings necessary to implement and complete the Settlement, pending
14 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

15 U. Amendment or Modification. This Agreement may be amended or modified only by
16 a written instrument signed by counsel for all Parties or their successors-in-interest,
17 and approved by the Court.

18 V. Entire Agreement. Except with respect to Plaintiffs' individual settlement agreements,
19 this Agreement and any attached Exhibit constitute the entire Agreement among these
20 Parties, and no oral or written representations, warranties or inducements have been
21 made to any Party concerning this Agreement or its Exhibit other than the
22 representations, warranties and covenants contained and memorialized in this
23 Agreement and its Exhibit.

24 W. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
25 represent they are expressly authorized by the Parties whom they represent to negotiate
26 this Agreement and to take all appropriate actions required or permitted to be taken by
27 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
28 documents required to effectuate the terms of this Agreement. The persons signing

1 this Agreement on behalf of Defendant represents and warrants that he/she is
2 authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and
3 warrants that they are authorized to sign this Agreement and that they have not
4 assigned any claim, or part of a claim, covered by this Settlement to a third-party.

5 X. Publicity: Plaintiffs and Class Counsel agree that they will not issue any press releases,
6 initiate any contact with the press, respond to any press inquiry or have any
7 communication with the press about the amount or terms of the Settlement. Class
8 Counsel may respond to press inquiries by stating the matter has been resolved and
9 refer the press to court filings. In addition, Plaintiffs and Class Counsel agree that they
10 will not engage in any advertising or distribute any marketing materials specifying any
11 material terms relating to the Settlement of this case, including but not limited to any
12 postings on any websites maintained by Class Counsel and including but not limited
13 to the identity of Defendant and/or Rabobank, N.A. and/or any information that
14 identifies Defendant and/or Rabobank, N.A. The Settlement Administrator shall not
15 create nor maintain any website regarding this Settlement at any time. Any
16 communication about the Settlement to Class Members prior to the Court-approved
17 mailing will be limited to a statement that a settlement has been reached and the details
18 will be communicated in a forthcoming Court-approved notice. Plaintiffs are
19 prohibited from discussing the terms or the fact of the settlement with third parties
20 other than (1) their immediate family members, and/or (2) their accountants or lawyers
21 as necessary for tax purposes.

22 Y. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
23 to the benefit of, the successors or assigns of the Parties, as previously defined.

24 Z. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
25 shall be governed by and interpreted according to the laws of the State of California.

26 AA. Counterparts. This Agreement may be executed in one or more actual or telecopied
27 counterparts. All executed counterparts and each of them shall be deemed to be one
28 and the same instrument provided that counsel for the Parties to this Agreement shall

1 exchange among themselves copies or originals of the signed counterparts, and all of
2 which will be considered duplicate originals. A signature by facsimile on this
3 Agreement shall be as legally binding as an original signature.

4 BB. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
5 is a fair, adequate, and reasonable settlement of the Actions and have arrived at this
6 Settlement after extensive arms-length negotiations, taking into account all relevant
7 factors, present and potential.

8 CC. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
9 respect to the interpretation, implementation, and enforcement of the terms of this
10 Agreement and all orders and judgments entered in connection therewith, and the
11 Parties and their counsel submit to the jurisdiction of the Court for purposes of
12 interpreting, implementing and enforcing the settlement and all orders and judgments
13 entered in connection with this Agreement.

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

18 EE. No Unalleged Claims. Except with respect to individual claims alleged by Plaintiffs
19 and settled separately by individual settlement agreements between the Parties,
20 Plaintiffs and Class Counsel represent that they do not currently intend to pursue any
21 claims against the Released Parties, including, but not limited to, any and all claims
22 relating to or arising from Plaintiffs' employment with Defendant and/or Rabobank,
23 N.A., regardless of whether Class Counsel is currently aware of any facts or legal
24 theories upon which any claims or causes of action could be brought against Released
25 Parties, including those facts or legal theories alleged in the operative complaint in the
26 Actions. The Parties further acknowledge, understand, and agree that this
27 representation is essential to the Agreement and that this Agreement would not have
28 been entered into were it not for this representation.

- 1 FF. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
2 certification for purposes of this settlement only.
- 3 GG. Defense. To the extent permitted by law, this Settlement may be plead as a full and
4 complete defense to, and may be used as the basis for an injunction against, any action,
5 suit, or other proceeding that may be instituted, prosecuted, or attempted with respect
6 to the Release by Settlement Class Members in breach of or contrary to the Settlement.
- 7 HH. Final Judgment. The Parties agree that, upon final approval of the Settlement, a Final
8 Judgment will be made and entered, resolving the Action in its entirety.
- 9 II. Plaintiff's Waiver of Right to be Excluded. By signing this Agreement, Plaintiffs are
10 bound by the terms herein stated and further agrees not to submit a Request for
11 Exclusion from the Settlement. Any such Request for Exclusion shall therefore be
12 void and of no force or effect. Plaintiffs also agree to not disparage the Settlement to
13 Class Members or Aggrieved Employees or encourage, in any way, Class Members to
14 submit or not to submit a Request for Exclusion. In addition, neither Plaintiffs nor
15 Class Counsel will initiate any contact with Class Members or Aggrieved Employees
16 about the amount or terms of the Settlement.
- 17 JJ. Headings. The descriptive headings of any paragraphs or sections of this Agreement
18 are inserted for convenience of reference only and do not constitute a part of this
19 Agreement.
- 20 KK. Final Agreement. This Agreement constitutes the exclusive and final understanding
21 and expression of all agreements between the Parties with respect to the resolution of
22 the Actions, and supersedes all prior agreements and understandings between the
23 Parties relating to the subject matter hereof. Plaintiffs, on behalf of themselves and on
24 behalf of the Class Members, Aggrieved Employees, and LWDA, and Defendant enter
25 into this Agreement based solely upon its terms and not in reliance upon any
26 representations or promises other than those contained in this Agreement.
- 27 LL. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the
28 Released Class Claims and Released PAGA Claims have merit and give rise to liability

on the part of Defendant. Defendant claims that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

DATED: 09/08/2025


Michael Gonzales (Sep 8, 2025 12:22:43 PDT)
MICHAEL GONZALES

DATED: _____

NICOLE BURTON

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____

MECHANICS BANK

Printed Name

Title

1 on the part of Defendant. Defendant claims that the Released Class Claims and
2 Released PAGA Claims have no merit and do not give rise to liability. This Agreement
3 is a compromise of disputed claims. Nothing contained in this Agreement and no
4 documents referred to and no action taken to carry out this Agreement may be
5 construed or used as an admission by or against the Defendant or Plaintiffs or Class
6 Counsel as to the merits or lack thereof of the claims asserted. Other than as may be
7 specifically set forth herein, each Party shall be responsible for and shall bear its/his
8 own attorney's fees and costs.

9
10 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

11 DATED: _____

MICHAEL GONZALES

12
13 DATED: 09/08/2025

Nicole Burton

NICOLE BURTON

14
15 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

16
17 DATED: _____

MECHANICS BANK

18
19
20 Printed Name

21
22 Title

1 on the part of Defendant. Defendant claims that the Released Class Claims and
2 Released PAGA Claims have no merit and do not give rise to liability. This Agreement
3 is a compromise of disputed claims. Nothing contained in this Agreement and no
4 documents referred to and no action taken to carry out this Agreement may be
5 construed or used as an admission by or against the Defendant or Plaintiffs or Class
6 Counsel as to the merits or lack thereof of the claims asserted. Other than as may be
7 specifically set forth herein, each Party shall be responsible for and shall bear its/his
8 own attorney's fees and costs.

9
10 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

11 DATED: _____

MICHAEL GONZALES

12
13 DATED: _____

NICOLE BURTON

14
15 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

16
17 DATED: 8/27/2025



MECHANICS BANK

18
19 C.J. Johnson

20 Printed Name

21 President: CEO

22 Title
23
24
25
26
27
28

1 IT IS SO AGREED AS TO FORM, ONLY, BY COUNSEL:
2

3 DATED: 09/08/25

JCL LAW FIRM, A.P.C.

4 By: 
5 Attorneys for Plaintiff Gonzales and the
6 Settlement Class Members

7 DATED: 09/08/25

ZAKAY LAW GROUP, APLC

8 By: 
9 Attorneys for Plaintiff Gonzales and the
10 Settlement Class Members

11 DATED: _____

LAVI & EBRAHIMIAN, LLP

12 By: _____
13 Joseph Lavi
14 Attorneys for Plaintiff Burton and the
15 Settlement Class Members

16 DATED: _____

17 SHEPPARD, MULLIN, RICHTER &
18 HAMPTON

19 By: _____
20 Greg S. Labate, Esq.
21 Attorneys for Defendant
22
23
24
25
26
27
28

1 IT IS SO AGREED AS TO FORM, ONLY, BY COUNSEL:
2

3 DATED: _____

JCL LAW FIRM, A.P.C.

4 By: _____

5 Attorneys for Plaintiff Gonzales and the
6 Settlement Class Members

7 DATED: _____

ZAKAY LAW GROUP, APLC

8 By: _____

9 Attorneys for Plaintiff Gonzales and the
10 Settlement Class Members

11 DATED: 09/09/2025

LAVI & EBRAHIMIAN, LLP

12 By: _____

Joseph Lavi

13 Joseph Lavi

14 Attorneys for Plaintiff Burton and the
15 Settlement Class Members

16
17 DATED: _____

SHEPPARD, MULLIN, RICHTER &
18 HAMPTON

19 By: _____

20 Greg S. Labate, Esq.
21 Attorneys for Defendant
22
23
24
25
26
27
28

1 IT IS SO AGREED AS TO FORM, ONLY, BY COUNSEL:
2

3 DATED: _____

JCL LAW FIRM, A.P.C.

4 By: _____

5 Attorneys for Plaintiff Gonzales and the
6 Settlement Class Members

7 DATED: _____

ZAKAY LAW GROUP, APLC

8 By: _____

9 Attorneys for Plaintiff Gonzales and the
10 Settlement Class Members

11 DATED: _____

LAVI & EBRAHIMIAN, LLP

12 By: _____

13 Joseph Lavi
14 Attorneys for Plaintiff Burton and the
15 Settlement Class Members

16
17 DATED: 09/10/2025

SHEPPARD, MULLIN, RICHTER &
18 HAMPTON

19 By: _____

20 
21 Greg S. Labate, Esq.
22 Attorneys for Defendant
23
24
25
26
27
28

EXHIBIT A

**NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

*(Michael Gonzales, et. al. v. Mechanics Bank, et. al., Contra Costa County Superior Court
Case No. C22-02261)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant and Rabobank, N.A. as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class and representative action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Contra Costa (the “Court”) has been reached between Plaintiffs Michael Gonzales and Nicole Burton (“Plaintiffs”) and Defendant Mechanics Bank (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All non-exempt employees who are or previously were employed by Mechanics Bank and/or Rabobank, N.A. as direct employees and performed work in California at any time during the period beginning October 20, 2018, to November 12, 2024. (“Class Period”). The Class excludes any non-exempt employees who previously entered into settlement or severance agreements with Defendant and/or Rabobank, N.A. that covers the entirety of the Class Period.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class and representative action lawsuit about?

On October 20, 2022, Plaintiff Gonzales filed a Complaint against Defendant and Rabobank, N.A. in the Superior Court of the State of California, County of Contra Costa, Case No. C22-02261 (“Gonzales Class Action”). Plaintiff Gonzales asserted the following claims: (1) Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et seq*; (4) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802; (7) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 And 203; (8) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226. On March 7, 2024, Plaintiff Burton filed a Complaint against Mechanics Bank in the Superior Court of the State of California, County of Contra Costa, Case No. C24-00609 (“Burton Class Action”). Plaintiff Burton asserted of the following claims: (1) Failure to Pay Wages for All Hours Worked at Minimum Wage in Violation of Labor Code Sections 1194 and 1197; (2) Failure to Pay Overtime Wages for Daily Overtime Worked in Unfair Competition in Violation of Labor Code Sections 510 and 1194; (3) Failure to Authorize or Permit Meal Periods in Violation of Labor Code Sections 512 and 226.7; (4) Failure to Indemnify Employees for Employment-Related Losses/Expenditures in Violation of Labor Code Section 2802; (5) Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code Section 226; and (6) Unfair Business Practices, in Violation of Labor Code Sections 17200, *et. seq.* Also on March 7, 2024, Plaintiff Burton filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant. On May 13, 2024, Plaintiff Burton filed a separate representative action in Contra Costa Superior Court, Case No. C24-01268 for a single cause of action for violations of PAGA pursuant to Labor Code Sections 2698, *et. seq.* (“Burton PAGA Action”). “Actions” is defined collectively to include (1) the Gonzales Class Action, including the Complaint, First Amended Complaint, and any subsequent operative or amended complaint filed in the Gonzales Class Action, (2) the Burton Class Action, and (3) the Burton PAGA Action.

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Actions, dispute any wages, damages and penalties claimed in the Actions, and further contend that, for any purpose other than settlement, the Actions are not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it and Rabobank, N.A. complied with the California Labor Code and the Industrial Welfare Commission Wage Orders, and have at all times treated Class Members in accordance with applicable laws.

On September 10, 2024, the Parties participated in an all-day mediation. The Parties reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>.

///

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant Mechanics Bank has agreed to pay an “all in” amount of Three Million Fifty Thousand Dollars and Zero Cents (\$3,050,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Attorneys’ Fees, Attorneys’ Expenses, Service Awards, and the PAGA Payment.

Within 30 days of the Effective Date (as defined in the Agreement), Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Settlement Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$17,100.00 for expenses, including expenses of sending this Notice and distributing settlement payments.
- Class Counsel Attorneys’ Fees and Attorneys’ Expenses. Payment to Class Counsel of an amount of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently estimated to be One Million Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$1,016,666.67)) and actually incurred litigation expenses of not more than \$45,000, both subject to Court approval.
- Service Award. Ten Thousand and Zero Cents (\$10,000.00) each, or such lesser amount as may be approved by the Court, to compensate Plaintiff Gonzales and Plaintiff Burton for services on behalf of the Class in initiating and prosecuting the Actions.
- PAGA Payment. A payment of \$150,000.00 for settlement of claims for civil penalties under the Private Attorneys General Act (“PAGA”), \$112,500 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$37,500.00 will be distributed to Aggrieved Employees on a pro-rata basis (the “Aggrieved Employee Payment”).
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Attorneys’ Fees and Attorneys’ Expenses, the Service Awards, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Individual Settlement Payment for each Settlement Class Member will be calculated by taking the respective Workweeks for each Class Member and dividing it by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member’s estimated Individual Settlement

Payment. A “workweek” is defined as the number of weeks that each Class Member worked for Defendant and/or Rabobank, N.A. as a non-exempt employee in California and which have not already been released via a prior settlement or severance agreement.

- Calculation of Payments to Aggrieved Employees. The Aggrieved Employee Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The respective PAGA Pay Periods for each Aggrieved Employee will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee’s estimated share of the Aggrieved Employee Payment. “Aggrieved Employee” means all non-exempt employees who are or previously were employed by Defendant and/or Rabobank, N.A. as direct employees and performed work in California during the period beginning March 7, 2023, to November 12, 2024 (“PAGA Period”).

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty-five percent (25%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Seventy-five percent (75%) of each Individual Settlement Payment is allocated to penalties, interest, and other non-wage damages. Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for the penalty and interest portion of the Individual Settlement Payments. In addition, no taxes will be withheld from any Aggrieved Employee’s share of the Aggrieved Employee Payment, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant’s counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the Aggrieved Employee Payment made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be pensionable earnings and will not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, 401k plans, sick leave plans, PTO plans, etc.) of any Settlement Class Members or any Aggrieved Employees. Such payments do not represent any modification of Settlement Class Members’ or Aggrieved Employees’ previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant and/or Rabobank, N.A. Further, any Individual Settlement Payment, individual share of the Aggrieved Employee Payment, or Service Award shall not be considered “compensation” in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant and/or Rabobank, N.A.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Parties. The “Released Parties” shall mean Mechanics Bank, Rabobank, N.A., and each of their past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them.

Class Release. As of the Effective Date and funding in full of the Gross Settlement Amount, Plaintiffs and the Settlement Class Members, on behalf of themselves and their respective past, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, and each and all of them, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from the Released Class Claims. “Released Class Claims” means all claims, debts, liabilities, demands, actions, or causes of action under state, federal or local law, whether statutory, common law or administrative, that were asserted or that could have reasonably been asserted in the Actions and/or LWDA Notices, and all claims, debts, liabilities, demands, actions, or causes of action arising from or reasonably related to the facts and/or claims alleged in the Actions and/or LWDA Notices, including but not limited to all state and/or federal wage and hour claims, failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties; failure to permit employees to leave the premises during meal and/or rest periods; on-duty meal period agreements; failure to pay overtime compensation, double-time compensation, meal and rest period premiums, sick pay, and reporting time pay at the regular rate of pay; failure to provide proper sick leave; failure to provide written notice of paid sick leave; payment for all hours worked, including off-the-clock work; rounding and/or time-shaving; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; unlawful deductions; failure to provide one day’s rest in a seven day workweek; failure to maintain accurate records, including payroll records and records of hours worked; unfair business practices arising from the labor code violations released herein; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum wage penalties, and waiting-time penalties; interest; attorneys’ fees and costs; and including and not limited to, all claims arising under the California Labor Code (including but not limited to Sections 200-204, 206, 210, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 233, 246, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code Section 17200, *et seq* with respect to claims arising from the labor code violations released herein; 8 CCR Section 11040, 11070; California Code of Civil Procedure, including but not limited to 1021.5; and the Fair Labor

Standards Act, 29 U.S.C. Section 201, *et seq.* This release excludes the release of claims not permitted by law.

PAGA Release. As of the Effective Date and upon funding of the Gross Settlement Amount, all Aggrieved Employees, the Plaintiff, the LWDA and the State of California with respect to all Aggrieved Employees, on behalf of themselves and their respective past, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, and each and all of them, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from the Released PAGA Claims. “Released PAGA Claims” means all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act (PAGA), attorneys’ fees, costs or interest arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* that were alleged or that reasonably could have been alleged in the Actions and/or LWDA Notices based on the factual allegations and legal theories contained in the Actions and/or LWDA Notices, including but not limited to all claims for penalties recoverable under PAGA concerning failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation; and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties; failure to permit employees to leave the premises during meal and/or rest periods; on-duty meal period agreements; failure to pay overtime compensation, double-time compensation, meal and rest period premiums, sick pay, and reporting time pay at the regular rate of pay; failure to provide proper sick leave; failure to provide written notice of paid sick leave; payment for all hours worked, including off-the-clock work; rounding and/or time-shaving; misclassification; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; unlawful deductions; failure to provide one day’s rest in a seven day workweek; failure to maintain accurate records, including payroll records and records of hours worked; waiting time penalties; and including without limitation any and all potential claims for penalties recoverable under PAGA predicated upon California Labor Code sections 200-204, 206, 210, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 233, 246, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698 *et seq.*, any duplicative or similar provisions arising under the Wage Orders of the California Industrial Welfare Commission, including, without limitation, Wage Orders 4-2001, 7-2001; and any other PAGA penalty claims whatsoever alleged in the Operative Complaint and/or LWDA Notices, during the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Released Parties about the legal issues resolved by this Settlement. It also means that all of the Court’s orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant and Rabobank, N.A.’s records reflect that you worked <<____>> Workweeks during the Class Period (October 20, 2018, to November 12, 2024).

Based on this information, your estimated Individual Settlement Payment is <<____>>.

Defendant and Rabobank, N.A.’s records reflect that you worked <<____>> pay periods during the PAGA Period (March 7, 2023, to September 10, 2024).

Based on this information, your estimated Aggrieved Employee Payment is <<____>>.

If you wish to challenge the Workweeks or Pay Periods credited to you as set forth above, then you must submit written, signed correspondence to the Settlement Administrator that is postmarked no later than _____, that explains the basis for the dispute and includes any supporting documentation showing that the Workweeks and/or PAGA Pay Periods credited to you are inaccurate. Defendant and Rabobank, N.A.’s records will be presumed determinative, absent credible evidence to rebut the accuracy of the Workweeks and/or PAGA Pay Periods credited to a Class Member based thereon.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

Settlement Class Members, and all Aggrieved Employees, will receive payments after final court approval of the Settlement and after all rights to appeal or review are exhausted or any appeal or review has been resolved in favor of the settlement.

7. What if I don’t want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or “opt out,” if you are also an Aggrieved Employee, you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment. You cannot opt-out of the PAGA portion of the Settlement.

To opt out, you must submit to the Settlement Administrator, by First Class U.S. Mail, a written, signed and dated Request for Exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700. The Request for Exclusion must be in writing and contain: (1) your full name, current address, last four digits of your Social Security number; (2) the case name and number (*Michael Gonzales et. al. v. Mechanics Bank et. al.*, Contra Costa County Superior Court Case No. C22-02261); (3) a clear statement that you wish to be excluded from the Settlement; and (4) your signature and the date of signature. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the

Class Release described above.

8. How do I object to the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. To object, you must submit to the Settlement Administrator, by First Class U.S. Mail, a written and signed Notice of Objection postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700. The Notice of Objection must be in writing, signed by you, and state: (1) the case name and number (*Michael Gonzales et. al. v. Mechanics Bank et. al.*, Contra Costa County Superior Court Case No. C22-02261); (2) your name; (3) your address; (4) the last four digits of the your Social Security number; (5) the factual and legal basis, with supporting documents, if any, for the objection; (6) whether you are represented by an attorney and providing the contact information of any such attorney; and (7) if you intend to appear at the Final Approval Hearing. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. Even if you object, if the Court approves the Settlement, you will be bound by all of the terms of the Settlement. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the Contra Costa County Superior Court, Department 39, located at 725 Court Street Martinez, CA 94553 before Judge Edward Weil. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing.

10. How do I get more information about the Settlement?

This notice summarizes the proposed settlement. For the precise terms, the pleadings and other records in this litigation, including the Settlement Agreement, may be examined online on the Contra Costa County Superior Court's Case Portal at <https://www.cc-courts.org/civil/online-case.aspx>, using Case No. C22-02261.

For more information, you may contact:

The Settlement Administrator - Apex Class Action LLC

You may call the Settlement Administrator at 1-800-355-0700 or write to *Michael Gonzales, et.*

al. v. Mechanics Bank et. al., Contra Costa County Superior Court Case No. C22-02261,
Settlement Administrator, 18 Technology Drive, Suite 154, Irvine, CA 92618 c/o

The Attorneys Representing the Parties

Counsel for Plaintiffs:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
E-Mail: jlapuyade@jcl-lawfirm.com

Shani O. Zakay, Esq.
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CA 92121
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Joseph Lavi, Esq.
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Fax: (213) 213-0025
jlavi@ebralavi.com

Counsel for Defendant:

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Lauren J. Blaes, Esq.
Sheppard, Mullin, Richter & Hampton
650 Town Center Drive, 10th Floor
Costa Mesa, CA 92626-1993
Tel: 714-513-5100
glabate@sheppardmullin.com
lblaes@sheppardmullin.com

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

EXHIBIT 3



Quotation Request:
Jennifer Gerstenzang
Zakay Law Group, APC
jenny@zakaylaw.com
858.301.9941

Case Name: Gonzales v. Mechanics Bank
Date: Thursday, February 6, 2025
RFP Number: 13470002

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	2,280
Certified Language Translation:	Optional
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	3	\$375.00
Data Analyst	Per Hour	\$150.00	3	\$450.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
			Sub Total:	\$825.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.05	2,280	\$2,394.00
USPS First Class Postage	Per Piece	\$0.69	2,280	\$1,573.20
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	456	\$912.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	2	\$150.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	5	\$375.00
NCOA Address Update (USPS)	Static Rate	\$411.60	1	\$411.60
Certified Language Translation: Spanish	Static Rate	\$650.00	1	Optional
			Sub Total:	\$5,935.80

Project Management				
Project Management	Per Hour	\$150.00	3	\$450.00
Project Coordinator	Per Hour	\$90.00	3	\$270.00
Data Analyst and Reporting	Per Hour	\$140.00	2	\$280.00
			Sub Total:	\$1,000.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$115.00	1	\$115.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$115.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.00	2,280	\$2,280.00
USPS First Class Postage	Per Piece	\$0.69	2,280	\$1,573.20
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	228	\$456.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	8	\$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,000.00	1	\$1,000.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$7,389.20

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	3	\$405.00
Project Management Reconciliation	Per Hour	\$100.00	3	\$300.00
Declarations	Per Hour	\$120.00	4	\$480.00
Sub Total:				\$1,185.00

WILL NOT EXCEED:			\$16,450.00
WILL NOT EXCEED INCLUDING SPANISH TRANSLATION:			\$17,100.00

Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 4

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 – 2006

Perssia Razma, Esq.

California Bar Number 351398

Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

Sydney Castillo-Johnson, Esq.

California Bar Number 343881

Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

EXAMPLES OF THE JCL LAW FIRM'S REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics Lassen*, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);