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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 **[PROPOSED] JUDGMENT** Date: December 2, 2026 Time: 9:00 a.m. Judge: Hon. Benjamin Reyes II Dept.: 16

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Plaintiffs' motion for an order finally approving the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (the "Agreement") and Motion for Attorneys' Fees, Attorneys' Expenses, and Class Representative Service Awards duly came on for hearing on December 2, 2026, before the above-entitled Court. The Parties, having settled this action and the Court having entered an Order Granting Motion for Final Approval of Class and PAGA Action Settlement, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:

1. The certification of the Settlement Class is confirmed for the purposes of settlement. The Class is defined as all non-exempt employees who are or previously were employed by Defendant Mechanics Bank and/or Rabobank, N.A. as direct employees and performed work in California during the period from October 20, 2018, to November 12, 2024. The Class excludes any non-exempt employees who previously entered into settlement or severance agreements with Defendant and/or Rabobank, N.A. that cover the entirety of the Class Period

2. All persons who meet the foregoing definition are members of the Class. All Class Members who did not submit a timely and valid request for exclusion are Settlement Class Members. There are 2,208 Class Members. After Notice was provided to the Class, the Settlement Administrator received three requests for exclusion and zero objections. Accordingly, there are 2,205 Settlement Class Members. The deadline for submitting a request for exclusion from the Settlement was October 16, 2026.

3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval of Class and PAGA Action Settlement, and this Final Judgment, Plaintiffs and all Settlement Class Members shall take nothing in the Action. Each Party shall bear its own attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of Class and PAGA Action Settlement, and this Final Judgment.

4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the Agreement, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

5. As of the Effective Date and Defendant's full funding of the Gross Settlement Amount and the employer's share of payroll taxes, by operation of this Final Judgment, Plaintiffs and each Settlement Class Member have fully, finally, and forever released the Released Parties from the Released Class Claims, as set forth in the Agreement. The Settlement Class Members, including Plaintiff, are bound by the Agreement, the Order Granting Final Approval of Class Action and PAGA Settlement, and this Final Judgment.

6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

(a) The Released Class Claims are defined as 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.

(b) The "Released Parties" means 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.

7. As of the Effective Date and Defendant's full funding of the Gross Settlement Amount and the employer's share of payroll taxes, by operation of this Final Judgment, Plaintiffs, the Labor and Workforce Development Agency ("LWDA"), the State of California with respect to all Aggrieved Employees, and each Aggrieved Employee have fully, finally, and forever released the Released Parties from the Released PAGA Claims, as set forth in the Agreement. Plaintiffs, the Aggrieved Employees, the LWDA, and the State of California are bound by the Agreement, the Order Granting Motion for Final Approval of Class and PAGA Action Settlement, and this Final Judgment.

8. As used in paragraph 7 above, the quoted terms have the meanings as set forth below:

(a) The Aggrieved Employees are defined as 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 PAGA Period.

(b) The "PAGA Period" means the period beginning March 7, 2023, to November 12, 2024.

(c) The Released PAGA Claims are defined as 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.

9. This Court hereby grants final approval and awards the following: (i) $1,058,793.61 to Class Counsel for Attorneys' Fees and Attorneys' Expenses, comprised of Attorneys' Fees equal

to one-third of the Gross Settlement Amount, or One Million Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($1,016,666.67), and Attorneys' Expenses in the amount of $42,126.94. The Attorneys' Fees shall be divided 40% to Zakay Law Group, APLC, 40% to JCL Law Firm, APC, and 20% to Lavi & Ebrahimian, LLP, and the Settlement Administrator shall withhold five percent (5%) of the Attorneys' Fees ($50,833.33) until the Court orders their release after reviewing Plaintiffs' compliance statement; (ii) Service Awards of Ten Thousand Dollars and Zero Cents ($10,000.00) each to Class Representatives Michael Gonzales and Nicole Burton, for a total of Twenty Thousand Dollars and Zero Cents ($20,000.00); (iii) $17,100 to Apex Class Action LLC for Settlement Administration Costs; and (iv) a PAGA Payment of One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00), of which One Hundred Twelve Thousand Five Hundred Dollars and Zero Cents ($112,500.00) (75%) shall be paid to the Labor and Workforce Development Agency as the LWDA Payment, and Thirty-Seven Thousand Five Hundred Dollars and Zero Cents ($37,500.00) (25%) shall be distributed to the Aggrieved Employees as the Aggrieved Employee Payment..

10. Plaintiffs shall give notice of this Judgment to the Labor and Workforce Development Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code section 2699(s)(3).

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: _____

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Hon. Benjamin Reyes II
Judge, Superior Court for the State of California,
County of Contra Costa