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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] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Judge: Hon. Edward G. Weil

Dept.: 39

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1 This matter having come before the Honorable Edward G. Weil of the Superior Court of the
2 State of California, in and for the County of Contra Costa, with Jean-Claude Lapuyade, Esq., of JCL
3 Law Firm, APC, Shani O. Zakay, Esq. of Zakay Law Group, APLC, and Joseph Lavi of Lavi &
4 Ebrahimian, LLP as counsel for Plaintiffs MICHAEL GONZALES and Plaintiff NICOLE BURTON
5 (“Plaintiffs”), and Sheppard, Mullin, Richter & Hampton, appearing for Defendant MECHANICS
6 BANK (“Defendant”). The Court, having carefully considered the briefs, argument of counsel and all
7 the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs’ Motion for
8 Preliminary Approval of Class and PAGA Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
11 Claims and Release of Claims (“Settlement Agreement” or “Agreement”), a true and correct copy of
12 which is attached to the Declaration of Jean-Claude Lapuyade as Exhibit “1”. This is based on the
13 Court’s determination that the Settlement Agreement is within the range of possible final approval,
14 pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California
15 Rules of Court, rule 3.769.

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

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
19 Defendant shall pay is Three Million and Fifty Thousand Dollars and Zero Cents (\$3,050,000.00). It
20 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
21 reasonable as to all Class Members and Aggrieved Employees when balanced against the probable
22 outcome of further litigation relating to certification, liability, and damages issues. It further appears
23 that investigation and research have been conducted such that counsel for the Parties are able to
24 reasonably evaluate their respective positions. It further appears to the Court that settlement at this time
25 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be
26 presented by the further prosecution of the litigation. It further appears that the Settlement has been
27 reached as the result of intensive, serious, and non-collusive arms-length negotiations.

28 4. The Court preliminarily finds that the Settlement appears to be within the range of

1 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
2 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
3 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
4 reasonable when balanced against the probable outcome of further litigation relating to certification,
5 liability, and damages issues.

6 5. Plaintiffs seek an award of Attorneys' Fees in the amount of up-to one-third of the Gross
7 Settlement Amount currently estimated at One Million Sixteen Thousand Six Hundred Sixty-Six
8 Dollars and Sixty-Seven Cents (\$1,016,666.67), as well as Attorneys' Expenses of up to Forty-Five
9 Thousand Dollars and Zero Cents (\$45,000.00), and proposed Service Awards to the Class
10 Representatives, MICHAEL GONZALES and NICOLE BURTON, in an amount of not more than Ten
11 Thousand Dollars and Zero Cents (\$10,000.00) each, for a total of Twenty Thousand Dollars and Zero
12 Cents (\$20,000.00). While these awards appear to be within the range of reasonableness, the Court will
13 not approve the Attorneys' Fees, Attorneys' Expenses, and Service Awards until the Final Approval
14 Hearing.

15 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of
16 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
17 proceeding should this Settlement not become final. For settlement purposes only, the Court
18 conditionally certifies the following Class:

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

26 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
27 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
28 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)

1 common questions of law and fact predominate, and there is a well-defined community of interest
2 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
3 Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives
4 will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to
5 other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are
6 qualified to act as counsel for the Class Representatives in their individual capacities and as the
7 representatives of the Class Members.

8 8. The Court provisionally appoints Plaintiffs MICHAEL GONZALES and NICOLE
9 BURTON as the representatives of the Class.

10 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
11 APC, Shani Zakay, Esq. of Zakay Law Group, APLC, and Joseph Lavi of Lavi & Ebrahimian, LLP as
12 Class Counsel for the Class Members.

13 10. The Court hereby approves, as to form and content, the Notice of Proposed Class and
14 Representative Action Settlement and Final Hearing Date (“Notice Packet”) attached to the Agreement
15 as Exhibit “A”. The Court finds that the notice appears to fully and accurately inform the Class
16 Members and Aggrieved Employees of all material elements of the proposed Settlement, including the
17 right of any Class Member to be excluded from the Class by submitting a written request for exclusion,
18 and of each Class Member’s right and opportunity to object to the Settlement. The Court further finds
19 that the distribution of the notices substantially in the manner and form set forth in the Agreement and
20 this Order meets the requirements of due process, is the most reasonable notice under the circumstances,
21 and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing
22 of the notices by first class mail, pursuant to the terms set forth in the Agreement.

23 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. No later
24 than thirty (30) calendar days following notice by Plaintiffs or the Court to Defendant of the Preliminary
25 Approval Order, Defendant shall provide the Settlement Administrator with the Class Data, including
26 information regarding Class Members that Defendant will in good faith compile from its records,
27 including each Class Member’s full name; last known mailing address; Social Security Number;
28 workweeks worked during the Class Period; and pay periods worked during the PAGA Period. No later

1 than fifteen (15) calendar days after receipt of the Class Data, the Settlement Administrator shall mail
2 copies of the Notice Packet to all Class Members via first class U.S. Mail.

3 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
4 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
5 Settlement as provided in the Notice Packet by following the instructions for requesting exclusion from
6 the Settlement that are set forth in the Notice Packet. All Requests for Exclusion must be postmarked
7 by the Response Deadline which is forty-five (45) calendar days after the Settlement Administrator
8 mails the Notice Packets to Class Members or, in the case of re-mailed Notice Packet, the Response
9 Deadline is extended fifteen (15) days from the original Response Deadline. Any Class Member who
10 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual
11 Settlement Payment under the Settlement and will not be bound by the Release by Settlement Class
12 Members, or have any right to object, appeal or comment thereon. However, any Class Member that
13 submits a timely and valid Request for Exclusion that is also an Aggrieved Employee will still receive
14 his/her pro rata share of the Aggrieved Employee Payment and will still be bound by the terms of the
15 PAGA portion of the Settlement, including the Release by the Aggrieved Employees. Class Members
16 who do not submit a valid and timely Request for Exclusion by the Response Deadline will be deemed
17 a Settlement Class Member and bound by all terms of the Settlement and any final judgment entered
18 in this Action.

19 13. Any Class Member who has not opted out may submit to the Settlement Administrator a
20 written statement of objection (“Notice of Objection”) by the Response Deadline. The Notice of
21 Objection must be in writing signed by the Class Member and contain the information described in the
22 Notice Packet. Class Members who fail to submit a timely and valid written Notice of Objection in
23 the manner specified in the Notice Packet may still make their objections orally at the Final Approval
24 Hearing with the Court’s permission. Class Members who fail to submit a timely and valid objection
25 in the manners specified above shall be deemed to have waived any objections and shall be foreclosed
26 from making any objection (whether by appeal or otherwise) to the Settlement.

27 14. A hearing on Plaintiffs’ Motion for Final Approval of Class Action and PAGA
28 Settlement and Plaintiffs’ Motion Attorneys’ Fees, Attorneys’ Expenses, and Class Representative

1 Service Award shall be held before this Court on _____ at ____ AM/PM in
2 Department 39 of the Contra Costa County Superior Court to determine all necessary matters
3 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
4 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
5 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
6 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
7 to the Class; and to finally approve the award of Attorneys' Fees, Attorneys' Expenses, Class
8 Representative Service Awards, and the Settlement Administration Costs. All papers in support of the
9 motion for final approval and the motion for Attorneys' Fee, Attorneys' Expenses, and Service Awards
10 shall be filed with the Court and served on all counsel within twenty-eight (28) days following the
11 expiration of the Response Deadline.

12 15. In the event the Settlement does not become effective in accordance with the terms of the
13 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
14 effective for any reason, the Settlement Agreement shall be rendered null and void and shall be vacated,
15 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
16 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
17 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
18 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
19 is not approved.

20 16. The Court reserves the right to adjourn or continue the date of the final approval hearing
21 and all dates provided for in the Agreement without further notice to Class Members and retains
22 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
23

24 Dated: _____

25 JUDGE OF THE SUPERIOR COURT
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