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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 FINAL APPROVAL** 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. Zakay Law Group, APLC, JCL Law Firm, APC, and Lavi & Ebrahimian, LLP appeared on behalf of Plaintiffs MICHAEL GONZALES and NICOLE BURTON ("Plaintiffs"). Sheppard, Mullin, Richter & Hampton LLP appeared on behalf of Defendant MECHANICS BANK ("Defendant").

I.

FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending in the Superior Court of California, County of Contra Costa, Case No. C22-02261, entitled *Michael Gonzales, et al. v. Mechanics Bank, et al.*, and over all Parties to this litigation, including the Class.

Preliminary Approval of the Settlement

3. On August 4, 2026, the Court granted preliminary approval of a class-wide settlement. At the same time, the Court provisionally certified the Class for settlement purposes only. The Court confirms that Order and finally approves the Settlement and the certification of the Class, 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 Period"). 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.

Notice to the Class

4. In compliance with the Preliminary Approval Order, on September 1, 2026, the Settlement Administrator mailed the Notice Packet by first class U.S. Mail to the Class Members

at their last known addresses. Mailing of the Notice Packet to their last known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Class Members. The Court finds that the Notice Packet provided fully satisfies the requirements of California Rules of Court, rules 3.766 and 3.769.

5. The Response Deadline for opting out or objecting was October 16, 2026. There was an adequate interval between notice and deadline to permit Class Members to choose what to do and act on their decision. Zero Class Members objected. One Class Member requested exclusion.

Fairness Of the Settlement

6. The Agreement provides for a Gross Settlement Amount of $3,050,000.00. The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

a. The settlement was reached through arms-length bargaining between the parties. There is no evidence of any collusion between the parties in reaching the proposed settlement.

b. The Parties' investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for all Parties are experienced in similar employment class action litigation and have previously settled similar class claims on behalf of employees claiming compensation. All counsel recommended approval of the Settlement.

d. Zero objections were received. Three requests for exclusion were received.

e. The participation rate is high, at 99.8%. 2,205 Class Members will be participating in the Settlement and will be sent Individual Settlement Payments.

7. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of the

Released Class Claims, given the uncertainties and risks of the litigation and the delays which would ensue from continued prosecution of the Action.

8. The Agreement is finally approved as fair, adequate, and reasonable and in the best interests of the Settlement Class Members.

PAGA Payment

9. The Agreement provides for a PAGA Payment in the amount of $150,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA settlement and the allocation of $112,500.00 (75%) to the LWDA (the "LWDA Payment") and $37,500.00 (25%) to the Aggrieved Employees (the "Aggrieved Employee Payment") is fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56. The PAGA Settlement is approved pursuant to California Labor Code Section 2699(s)(2).

Attorneys' Fees and Attorneys' Expenses

10. The Agreement provides for Attorneys' Fees and Attorneys' Expenses in the amount of up to $1,061,666.67. This amount is comprised of Attorneys' Fees of up to $1,016,666.67, which is equal to one-third of the Gross Settlement Amount, and Attorneys' Expenses of up to Forty-Five Thousand Dollars and Zero Cents ($45,000.00).

11. An award to Class Counsel of $1,058,793.61 is reasonable. The award is comprised of Attorneys' Fees in the amount of 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 award is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested Attorneys' Fees represent one-third (1/3) of the Gross Settlement Amount. That percentage is within the range of fee awards in common fund cases, and is supported by Class Counsel's lodestar.

Class Representative Service Awards

12. The Agreement provides for Service Awards of up to $10,000.00 to each Plaintiff, for a total of up to $20,000.00, subject to the Court's approval. The Court finds that Service Awards of $10,000.00 each to Plaintiffs Michael Gonzales and Nicole Burton are reasonable in light of the risks and burdens Plaintiffs undertook in this class action litigation.

Settlement Administration Costs

13. The Agreement provides for Settlement Administration Costs to be paid to the Settlement Administrator, Apex Class Action LLC, in an amount not to exceed $17,100.00. The Declaration of the Settlement Administrator states that the actual Settlement Administration Costs are $17,100.00. That amount is reasonable in light of the work the Settlement Administrator performed.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

1. The Class is certified for the purposes of settlement only. The Settlement Class is hereby defined to include:

> 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. There are 2,208 members of the Class. Every Class Member who did not submit a timely and valid request for exclusion is a Settlement Class Member. After Notice was provided to the Class, three Class Members, Cherie M. Allum, Alec Hosking, and Luis Quintana, submitted a request for exclusion. The deadline for submitting a request for exclusion was October 16, 2026.

3. The Agreement is hereby approved as fair, reasonable, adequate, and in the best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with this Order and the terms of the Agreement.

4. Defendant shall fund the Gross Settlement Amount, together with the employer's share of payroll taxes, on or before the Funding Date. As of the Effective Date and Defendant's full funding of the Gross Settlement Amount and the employer's share of payroll taxes,

Plaintiffs and the Settlement Class Members shall release 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 (the "Released Parties"), from the Released Class Claims. The Aggrieved Employees, Plaintiffs, the LWDA, and the State of California with respect to all Aggrieved Employees shall release the Released Parties from the Released PAGA Claims.

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 PAGA Claims are defined as 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.

5. Class Counsel are awarded $1,058,793.61 for Attorneys' Fees and Attorneys' Expenses. The award consists of Attorneys' Fees of One Million Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($1,016,666.67) and Attorneys' Expenses of $42,126.94. The Attorneys' Fees shall be allocated 40% to Zakay Law Group, APLC, 40% to JCL Law Firm, APC, and 20% to Lavi & Ebrahimian, LLP. The Settlement Administrator shall withhold five percent (5%) of the Attorneys' Fees awarded, or $50,833.33, until the Court releases that amount after reviewing the compliance statement. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs, or the Class Members in connection with the Actions.

6. The payment of Service Awards of $10,000.00 each to Plaintiffs Michael Gonzales and Nicole Burton, for a total of $20,000.00, are approved.

7. The payment of $17,100.00 to the Settlement Administrator, Apex Class Action LLC, for Settlement Administration Costs is approved.

8. The PAGA Payment of $150,000.00 is hereby approved as fair, reasonable, adequate, and adequately protects the interests of the public and the LWDA. Further, the Court finds that Plaintiff and Class Counsel negotiated the PAGA Settlement at arm’s-length, absent any fraud or collusion.

9. Final Judgment is hereby entered in this action. The Final Judgment shall bind each Settlement Class Member.

10. Final Judgment shall also bind Plaintiffs, the State of California, the LWDA, and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act ("PAGA").

11. The term "Aggrieved Employees" is hereby 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.

12. The Court further finds and determines that Class Counsel satisfied California Labor Code § 2699(s)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the Private Attorneys General Act ("PAGA") on October 6, 2025, and again on November 2, 2026.

13. The Court orders Class Counsel to comply with California Labor Code § 2699(s)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's entry of this Order.

14. The Agreement is not an admission by Defendant, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant and shall not be offered in evidence in any action or proceeding against Defendant in any court, administrative agency or other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of this Final Approval Order and Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions, any of the Parties may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released by the Settlement.

15. Notice of entry of this Final Approval Order and Judgment shall be given to Class Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members, and the Final Approval Order and Judgment shall be posted on Administrator's website, as indicated in the Notice Packet.

16. After entry of Final Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

17. The Court sets an Order to Show Cause Re: Compliance with the Terms of the Settlement for_____at_____ p.m./a.m. A joint status report and declaration from the Administrator shall be filed by _____, advising the Court of the status of the distribution of settlement.

18. If the Settlement does not become final and effective in accordance with the terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

IT IS SO ORDERED.

DATED: _____

_____
Hon. Benjamin Reyes II
Judge of the Superior Court of California
County of Contra Costa