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MICHAEL GONZALES and NICOLE BURTON

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 SHANI O. ZAKAY, ESQ. IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: December 2, 2026
Time: 9:00 a.m.

Judge: Hon. Benjamin Reyes II
Dept.: 16

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Attorneys for Plaintiffs
MICHAEL GONZALES and NICOLE BURTON

I, Shani O. Zakay, Esq., declare as follows:

1. I am over eighteen years of age and if called as a witness, I could and would competently testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner of the law firm of Zakay Law Group, APLC (hereinafter "Class Counsel"). I am co-counsel of record for Plaintiff MICHAEL GONZALEZ and NICOLE BURTON (hereafter "Plaintiffs" or "Class Representatives") in this wage and hour class action filed against Defendants MECHANICS BANK and RABOBANK ("Defendants").

2. This declaration is being submitted in support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement.

3. Attached hereto as **Exhibit "A"** is a true and correct copy of the fully executed Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (the "Agreement").

4. Attached hereto as **Exhibit "B"** is a true and correct copy of this August 4, 2026 Order granting preliminary approval**.**

5. Attached hereto as **Exhibit "C"** is a true and correct copy of the October 6, 2025, proof of filing the proposed Settlement with the LWDA.

6. Attached hereto as **Exhibit "D"** is a true and correct copy of the November 2, 2026, proof of filing this motion seeking final approval of this Settlement with the LWDA.

7. Attached hereto as **Exhibit "E"** is a true and correct copy of the Zakay Law Group, APLC's "Firm Resume" detailing the credentials and a summary of cases on which Counsel has been appointed Class Counsel.

I. INTRODUCTION

8. An objective evaluation of the proposed settlement of Three Million Fifty Thousand Dollars and Zero Cents ($3,050,000.00) ("Gross Settlement Amount") confirms that the relief negotiated on behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations, between experienced counsel, and presided over by mediator Brandon McKelvey, Esq., a respected wage and hour class action mediator. After deducting any Court-approved Attorneys' Fees, Attorneys' Expenses, Service

Awards, PAGA Payment, and Settlement Administration Costs, the Net Settlement Amount will be distributed to Settlement Class Members based on the number of Workweeks each worked during the Class Period.

9. The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (see infra). Indeed, by settling now rather than proceeding to trial, the Class will not have to wait (possibly years) for relief, nor will they have to bear the risks associated with prolonged and uncertain litigation.

II. OVERVIEW OF THE LITIGATION

10. Defendant operates full-service community banking financial institutions in California, including in Contra Costa County, where Plaintiffs were employed. This action asserts claims on behalf of all non-exempt employees who are or previously were employed by Defendant and/or Rabobank, N.A. in California at any time during the Class Period. Plaintiff Gonzales was employed by Defendant as a non-exempt employee in California from October of 2017 to May of 2021, most recently as a Universal Banker. Plaintiff Burton was employed by Defendant as a non-exempt employee in California from October of 2022 to December of 2024. Plaintiffs were paid on an hourly basis. In addition to their base hourly rates, Plaintiffs were 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.

11. Generally, Plaintiffs claim that Defendant failed to pay for all time worked, failed to properly calculate the regular rate of pay, failed to provide compliant meal and rest periods, failed to furnish accurate itemized wage statements, failed to reimburse for business expenses, and failed to pay all wages upon separation. 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.

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

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

14. On March 7, 2024, Plaintiff Burton filed a separate Class Action complaint in the Contra Costa Superior Court, Case No. C24-00609 ("Burton Class Action"), alleging claims for: (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 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 Business and Professions Code sections 17200, et seq.

15. 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. SOZ Dec., ¶ #. 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").

16. On September 10, 2024, Plaintiff Gonzales, Plaintiff Burton, and Defendant participated in a second global mediation presided over by Brandon McKelvey, an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator's global settlement proposal, which was subsequently memorialized in the form of a Memorandum of Understanding. Thereafter, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion.

17. On August 25, 2025, for purposes of effectuating the settlement, the parties stipulated to allow Plaintiff Gonzales to file a First Amended Complaint to add Plaintiff Nicole Burton to the Complaint, and to incorporate the claims and factual allegations from the Buron Class Action and the Burton PAGA Action

III. THE SETTLEMENT BEFORE THE COURT

18. Subject to the Court's approval, Class Counsel seeks Attorneys' Fees of $1,016,666.67, representing one-third of the Gross Settlement Amount, and $42,126.94 in actually incurred litigation expenses. Class Counsel are to split the fees as follows: 40% to Zakay Law Group, APLC, 40% to JCL Law Firm, APC, and 20% to Lavi & Ebrahimian, LLP. Agreement, § I(H). Plaintiffs have agreed to this fee split in writing.

A. Class Counsel Conducted A Thorough Investigation

19. As detailed in the motion for preliminary approval, Class Counsel thoroughly investigated the proposed Class Members' claims, applicable law, and potential defenses. Specifically, Class Counsel assessed the value of the class claims using data and documents provided by Defendant through informal discovery. Class Counsel obtained time, payroll, and policy records, as well as data regarding the number of Class Members, workweeks, and average rate of pay to assess damages before mediation. Class Counsel retained Berger Consulting Group

("BCG") to analyze Defendant's time and payroll data to formulate damage models estimating Defendant's liability exposure. Class Counsel's investigation, research, experience, and damage models informed and guided the mediated negotiations that resulted in this settlement. Accordingly, Plaintiffs' Counsel fully understood the strengths and weaknesses of the class claims before the parties reached a settlement.

B. The Parties Settled at Mediation

20. On July 11, 2023, Plaintiff Gonzales and Defendant participated in mediation with Steven Serratore, Esq., an experienced mediator of wage and hour class and PAGA actions, but did not reach a settlement. On September 10, 2024, Plaintiffs and Defendant participated in a full-day, global mediation with Brandon McKelvey, an experienced mediator of wage and hour class and PAGA actions, who helped manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The Parties exchanged information regarding their respective claims and defenses, including their respective evaluations of damages. Following arm's-length negotiations, the mediator issued a mediator's proposal, which the Parties accepted and memorialized in a Memorandum of Understanding. The complete and final terms of the Parties' settlement are now set forth in the Agreement. Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable compromise of the claims at issue.

C. Class Counsel is Experienced in Similar Litigation

21. Class Counsel in this matter has extensive class action experience in multiple fields and has represented tens-of-thousands of persons in class actions. Counsel has previously litigated similar wage and hour class actions involving similar claims. Class Counsel has been approved as class counsel in similar wage and hour class actions throughout the State of California. As such, courts throughout California have deemed Class Counsel experienced and knowledgeable in this area of law. Class Counsel has participated in every aspect of the settlement discussions and has concluded the settlement is fair, adequate, and reasonable and in the best interests of the Class.

22. My firm has extensive class action experience in multiple fields and has represented tens-of-thousands of persons in class actions. My firm has previously litigated similar wage and hour class actions involving similar claims. My firm has been approved as class counsel in similar

wage and hour class actions throughout the State of California. As such, courts throughout California have deemed my firm experienced and knowledgeable in this area of law. My firm has participated in every aspect of the settlement discussions and has concluded the settlement is fair, adequate, and reasonable and in the best interests of the Class.

23. My credentials are reflected in the Zakay Law Group, APLC firm resume, a true and correct copy of which is attached hereto as **Exhibit E**. Some of the major cases my firm has undertaken are also set forth in **Exhibit E.** I have had class litigation experience, mostly in the area of employment class actions, unfair business practices, and other complex litigation. I have experience in cases involving labor code violations and wage and hour claims. I have litigated similar wage and hour cases against other employers on behalf of employees. I have been approved as experienced class counsel in courts throughout California. It is this level of experience which enabled my firm to undertake the instant matter and to successfully combat the resources of the defendants and its capable and experienced counsel.

D. The Gross Settlement Amount is Fair and Reasonable

24. Here, the Settlement is clearly within the "ballpark" of reasonableness because the Settlement provides a sizeable recovery to the Settlement Class and need not necessarily obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91 Cal.App.4th at 250. While the Gross Settlement Amount of $3,050,000.00 represents a discount on Defendant's potential exposure if Plaintiffs established liability on all claims and was awarded the full amount of the estimated damages at trial, this compromise is reasonable because (1) the formidable defenses raised by Defendant presented a risk that the court could award significantly less in damages than Plaintiffs' estimate and (2) any theoretical post-trial recovery may require many more years of litigation, resulting in added fees and costs without any guarantee of recovery for the Class.

25. Class Counsel requested a sample that would provide a 95% confidence level with a margin of error equal to or less than 4%. Based on this criterion, Class Counsel ultimately accepted a sample of time and payroll records of 28.1% of the Class Members for purposes of determining Defendant's liability at the time of mediation.

26. As detailed at the time of preliminary approval, 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. Class Counsel developed varied economic damages models measuring Defendant's liability exposure while accounting for the uncertainties of continued litigation. The various models were informed by Class Counsel's investigation, including the analysis of a significant sample of time and payroll data. As detailed in greater depth during the preliminary approval process, Class Counsel projected Defendant's liability exposure for the claims asserted on behalf of the Settlement Class. The Gross Settlement Amount represents a recovery of 25.8% of Defendant's class-wide liability exposure as estimated by Class Counsel at the time of mediation.

E. The Strength of Plaintiff's Case and Risks of Continued Litigation

27. Although Class Counsel believes strongly in Plaintiffs' claims, it would be misguided to ignore the asserted defenses. If successful on any one of its defenses, Defendant could defend the action or, at least, drastically undercut Plaintiffs' claims.

28. With respect to the most immediate challenge, *i.e.*, class certification, the risks attendant to the certification of similar wage and hour claims are demonstrated by *Ali v. U.S.A. Cab Ltd.* (2009) 176 Cal.App.4th 1333, 1341. There, the Court of Appeal affirmed the trial court's denial of class certification because employees' declarations attesting to having taken meal and rest breaks demonstrated that individualized inquiries were required to show harm. *See also Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest period claims based on the predominance of individual issues).

29. Further, even if a class is certified, liability remains uncertain. The risks attendant to the issue of the defendant's liability in similar wage and hour actions are demonstrated by *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31. There, the court reversed a trial verdict in favor of the plaintiffs in a wage and hour class action. *See also Tien v. Tenet Healthcare Corp.*

(2012) 209 Cal.App.4th 1077, 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly individualized questions of fact not susceptible to class treatment.").

30. Although Plaintiffs are confident about the strength of their claims, Plaintiffs nevertheless recognize that Defendant has factual and legal defenses that, if successful, would potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can drastically affect the value of Plaintiffs' claims and, in fact, already has.

31. The Class Representatives and Class Counsel recognize the expense and length of a trial against Defendant through possible appeals, which could take years. In arriving at their informed belief that the present settlement is fair and adequate, Class Counsel accounted for the uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful of and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted, and recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Class Representative and Class Counsel believe that the Settlement confers substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class Representative and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class, is fair, reasonable, and adequate, and should be granted final approval.

/ / /

32. Plaintiff Gonzales and Plaintiff Burton separately entered into individual settlement agreements with Defendant, separate from the Class Action and PAGA Settlement. Both of these individual settlement agreements include a release of claims against Defendant. Plaintiff Gonzales' release includes the release of all claims included in a separate FEHA lawsuit Plaintiff Gonzales brought against Defendant, Contra Costa County Superior Court Case No. C24-01237. Neither individual settlement resolves any claims ever presented in any of the actions that the proposed Settlement seeks to resolve. The claims released as part of the proposed class and PAGA settlement are expressly carved out of the separate individual settlement agreements.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 2nd day of November at San Diego, California.

ZAKAY LAW GROUP, APLC

By: _____
Shani O. Zakay, Esq.
Attorneys for Plaintiff

EXHIBIT A

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Attorneys for Plaintiff Michael Gonzales
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

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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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CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff MICHAEL GONZALES, an individual (hereinafter "Plaintiff Gonzales"), and Plaintiff NICOLE BURTON, an individual (hereinafter "Plaintiff Burton"), individually, and on behalf of all persons similarly situated, and in their representative capacity on behalf of the State of California and the Aggrieved Employees, and Defendant MECHANICS BANK, a California Corporation (hereinafter "Defendant"):

I. DEFINITIONS

A. "Actions" shall be defined collectively to include the action entitled *Michael Gonzales v. Mechanics Bank et. al.* ("*Gonzales* Class Action"), Contra Costa Superior Court Case No. C22-02261, including the Complaint, First Amended Complaint, and any subsequent operative or amended complaint filed in the action, the action entitled *Nicole Burton v. Mechanics Bank* ("*Burton* Class Action"), Contra Costa Superior Court Case No. C24-00609, and the action entitled, *Nicole Burton v. Mechanics Bank* ("*Burton* PAGA Action"), Contra Costa Superior Court Case No. C24-01268.

B. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.

C. "Aggrieved Employees" 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 PAGA Period.

D. "Aggrieved Employee Payment" shall mean the twenty-five percent (25%) of the PAGA Payment ($150,000.00) that will be distributed amongst the Aggrieved Employees as described in this Agreement.

E. "Class" or the "Class Members" 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 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.

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

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

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

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

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

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

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

M. "Defendant" shall mean Defendant Mechanics Bank.

N. "Effective Date" means the last to occur of the following: (a) the Sixty-First (61st) day after service of notice of entry of the order granting final approval of the Settlement; or (b) if an appeal, review or writ is sought from the order, the day after the order is affirmed or the appeal, review or writ is dismissed or denied, and the order is no longer subject to further judicial review. Prior to the Effective Date, Defendant will not be required to fund the Gross Settlement Amount, in whole or in part, through the Settlement Administrator or any third party.

O. "Funding Date" shall mean the date by which Defendant has paid the entire Gross Settlement Amount to the Settlement Administrator in accord with the terms of this Agreement. Defendant will pay the Gross Settlement Amount to the Settlement Administrator within thirty (30) calendar days after the Effective Date.

P. "Gross Settlement Amount" means Three Million Fifty Thousand Dollars and Zero Cents ($3,050,000.00) that Defendant must pay into the QSF, as defined below, in connection with this Settlement, which is inclusive of the sum of Settlement Administration Costs, Attorney's Fees, Attorneys' Expenses, Service Awards, the PAGA Payment, and all Individual Settlement Payments. The Gross Settlement Amount is all-in with no reversion to Defendant. The employer's share of payroll taxes shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendant.

Q. "Individual Settlement Payments" means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA. Individual Settlement Payments shall be paid by a single settlement check made payable to each Settlement Class Member.

R. "LWDA" shall mean the Labor and Workforce Development Agency.

S. "LWDA Notices" shall be defined collectively to include the LWDA Notice submitted by Plaintiff Burton on March 7, 2024, the amended LWDA Notice to be 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

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.

II. "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.

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

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

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

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

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

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

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

PP. "Workweeks" shall mean 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.

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II. RECITALS

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

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; and
8. Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226.

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

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 Violation of Labor Code Section s 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.

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.

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

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

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

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

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

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

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

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

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

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

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

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

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

E. Plaintiffs' Release. As of the Effective Date and Defendant fully funding the Gross Settlement Amount and employer's share of payroll taxes, Plaintiffs fully and finally 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 (collectively, the "Released Parties"), from any and all claims, known and unknown, under federal, state and/or local law,

statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to their employment with Defendant and/or Rabobank, N.A. and their compensation while an employee of Defendant and/or Rabobank, N.A. ("Plaintiff's Released Claims"). Plaintiff's Released Claims include all claims alleged or could have been alleged in the Actions and/or LWDA Notices, including but not limited to 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 pay overtime compensation, double-time compensation, meal and rest period premiums, sick pay, and reporting time pay at the regular rate of pay; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment, including failure to pay all earned wages twice per month; failure to timely pay all wages due at separation of employment; failure to pay all accrued vacation wages at termination; 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 and meal periods; failure to provide written notice at the time of hiring under California Labor Code Section 2810.5; misclassification; unfair business practices; declaratory relief; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; interest; and attorneys' fees and costs. Plaintiff's Released Claims also expressly include all claims arising under the California Labor Code (including but not limited to Sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2800, 2802, 2698 et seq., and

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

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

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

F. Release by Settlement Class Members. As of the Effective Date and Defendant fully funding the Gross Settlement Amount and employer's share of payroll taxes, 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.

G. Release by the Aggrieved Employees. As of the Effective Date and Defendant fully funding the Gross Settlement Amount and employer's share of payroll taxes, 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.

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

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

2. Any funds to be awarded under this Settlement shall be returned to their respective status as of the date and time immediately prior to the execution of this Agreement;

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

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

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

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

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

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

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

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

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

O. Notice Procedure.

1. Class Data. Within thirty (30) calendar days following notice by Plaintiffs or the Court of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class Data. In no event will the Class Data ever be shared with or provided to Plaintiffs or Class Counsel.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Settlement in a form substantially similar to the form attached as **Exhibit A**. The Notice of Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the

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

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

4. Undeliverable Notices. If, within thirty (30) calendar days of the Initial Mailing, any Notice Packets are returned to the Settlement Administrator as non-delivered, then it shall be re-mailed to any forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

5. In the event that the procedures in this Section are followed and the intended recipient of a Class Notice still does not receive the Class Notice, the intended recipient shall be bound by all terms of the Settlement and any Final Approval Order and Final Judgment entered by the Court if the Settlement is approved by the Court. In the event the procedures in this Section are followed and a Class Member does not ultimately return a Request for Exclusion and/or the Request for Exclusion is rejected by the Settlement Administrator, the Class Member shall be deemed a Settlement Class Member and will be bound by all terms of the Settlement and any Final Approval Order and Final Judgment entered by the Court if the Settlement is approved by the Court.

6. Disputes Regarding Workweeks / Pay Periods. The Notice Packet mailed to each Class Member will indicate the Workweeks and PAGA Pay Periods credited to each Class Member and the estimated Individual Settlement Payment and/or Aggrieved Employees' individual share of the Aggrieved Employee Payment that he/she is to receive based upon Defendant's records and the formula set forth in Section III(P) below. If a Class Member objects to the Workweeks and/or PAGA Pay Periods credited to him or her, as stated

in the Notice Packet, the Class Member must submit written correspondence to the Settlement Administrator that is postmarked no later than the Response Deadline, or in the instance of a re-mailed Notice Packet, fifteen (15) days after the Response Deadline, explaining the basis for the dispute and including any supporting documentation showing that the Workweeks and/or PAGA Pay Periods credited to him or her is inaccurate. Defendant'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. The Settlement Administrator will evaluate the evidence submitted by the Class Member and make a recommendation to the Parties as to which figures should be applied. If the Parties disagree with the Settlement Administrator's recommendation, the dispute will be presented to the Court for determination.

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

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

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

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

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

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

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

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

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

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

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

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

5. 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, including the Services Awards to be paid to Plaintiffs, shall be deemed not to be pensionable earnings and shall 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 Plaintiff, any Settlement Class Members or any Aggrieved Employees.

Such payments do not represent any modification of Plaintiff's, 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. 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.

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

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

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

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

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

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

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

11. Attorneys' Fees and Attorneys' Expenses. Defendant understands, and will not oppose, a motion for Attorneys' Fees not to exceed one-third 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*** Attorneys' Expenses supported by declaration, and according to proof, not to exceed Forty-Five Thousand Dollars and Zero Cents ($45,000.00). Any awarded Class Counsel Award shall be paid from the Gross Settlement Amount. Any portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. The amounts set forth above for Attorneys' Fees and Attorneys' Expenses will cover all

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FF. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

GG. Defense. To the extent permitted by law, this Settlement may be plead as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted with respect to the Release by Settlement Class Members in breach of or contrary to the Settlement.

HH. Final Judgment. The Parties agree that, upon final approval of the Settlement, a Final Judgment will be made and entered, resolving the Action in its entirety.

II. Plaintiff's Waiver of Right to be Excluded. By signing this Agreement, Plaintiffs are bound by the terms herein stated and further agrees not to submit a Request for Exclusion from the Settlement. Any such Request for Exclusion shall therefore be void and of no force or effect. Plaintiffs also agree to not disparage the Settlement to Class Members or Aggrieved Employees or encourage, in any way, Class Members to submit or not to submit a Request for Exclusion. In addition, neither Plaintiffs nor Class Counsel will initiate any contact with Class Members or Aggrieved Employees about the amount or terms of the Settlement.

JJ. Headings. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

KK. Final Agreement. This Agreement constitutes the exclusive and final understanding and expression of all agreements between the Parties with respect to the resolution of the Actions, and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof. Plaintiffs, on behalf of themselves and on behalf of the Class Members, Aggrieved Employees, and LWDA, and Defendant enter into this Agreement based solely upon its terms and not in reliance upon any representations or promises other than those contained in this Agreement.

LL. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the 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

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: _____

_____
MICHAEL GONZALES

DATED: 09/08/2025

Nicole Burton
_____
NICOLE BURTON

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

DATED: _____

_____
MECHANICS BANK

_____
Printed Name

_____
Title

NB

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: _____

_____
MICHAEL GONZALES

DATED: _____

_____
NICOLE BURTON

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

DATED: 8/21/2025

_____
MECHANICS BANK

C.J. Johnson
Printed Name

President; CEO
Title

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

DATED: 09/08/25

JCL LAW FIRM, A.P.C.

By: _____

Attorneys for Plaintiff Gonzales and the Settlement Class Members

DATED: 09/08/25

ZAKAY LAW GROUP, APLC

By: _____

Attorneys for Plaintiff Gonzales and the Settlement Class Members

DATED: _____

LAVI & EBRAHIMIAN, LLP

By: _____

Joseph Lavi
Attorneys for Plaintiff Burton and the Settlement Class Members

DATED: _____

SHEPPARD, MULLIN, RICHTER & HAMPTON

By: _____

Greg S. Labate, Esq.
Attorneys for Defendant

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

DATED: _____

JCL LAW FIRM, A.P.C.

By: _____

Attorneys for Plaintiff Gonzales and the Settlement Class Members

DATED: _____

ZAKAY LAW GROUP, APLC

By: _____

Attorneys for Plaintiff Gonzales and the Settlement Class Members

DATED: 09/09/2025

LAVI & EBRAHIMIAN, LLP

By: Joseph Lavi

Joseph Lavi
Attorneys for Plaintiff Burton and the Settlement Class Members

DATED: _____

SHEPPARD, MULLIN, RICHTER & HAMPTON

By: _____

Greg S. Labate, Esq.
Attorneys for Defendant

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

DATED: _____

JCL LAW FIRM, A.P.C.

By: _____

Attorneys for Plaintiff Gonzales and the Settlement Class Members

DATED: _____

ZAKAY LAW GROUP, APLC

By: _____

Attorneys for Plaintiff Gonzales and the Settlement Class Members

DATED: _____

LAVI & EBRAHIMIAN, LLP

By: _____

Joseph Lavi
Attorneys for Plaintiff Burton and the Settlement Class Members

DATED: 09/10/2025

SHEPPARD, MULLIN, RICHTER & HAMPTON

By: _____

Greg S. Labate, Esq.
Attorneys for Defendant

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 Section s 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>>.

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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 _____.

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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 B

Electronically Filed Superior Court of CA County of Contra Costa 8/5/2026 12:19 PM By: K. Jinkerson, Deputy

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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. Benjamin T Reyes, II Dept.: 16

Processed by Court on 8/5/2026 1:22 PM

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/ / /

This matter having come before the Honorable Benjamin T Reyes, II of the Superior Court of the State of California, in and for the County of Contra Costa, with Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC, Shani O. Zakay, Esq. of Zakay Law Group, APLC, and Joseph Lavi of Lavi & Ebrahimian, LLP as counsel for Plaintiffs MICHAEL GONZALES and Plaintiff NICOLE BURTON ("Plaintiffs"), and Sheppard, Mullin, Richter & Hampton, for Defendant MECHANICS BANK ("Defendant"). The Court, having carefully considered the briefs and all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class and PAGA Action Settlement.

IT IS HEREBY ORDERED:

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

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

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

4. The Gross Settlement Amount is non-reversionary. Subject to final approval, the Gross

Settlement Amount includes 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) shall be paid to the Labor and Workforce Development Agency and Thirty-Seven Thousand Five Hundred Dollars and Zero Cents ($37,500.00) shall be distributed to Aggrieved Employees. The Aggrieved Employees are 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 from March 7, 2023, through November 12, 2024. Settlement Administration Costs shall not exceed Seventeen Thousand One Hundred Dollars and Zero Cents ($17,100.00). Defendant shall separately pay its share of employer payroll taxes.

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

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

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

> 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 covers the entirety of the Class Period.

8. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified to act as counsel for the Class Representatives in their individual capacities and as the representatives of the Class Members.

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

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

11. The Court hereby approves, as to form and content, the Notice of Proposed Class and Representative Action Settlement and Final Hearing Date ("Notice Packet") attached to the Agreement as Exhibit "A". The Court finds that the notice appears to fully and accurately inform the Class Members and Aggrieved Employees of all material elements of the proposed Settlement, including the right of any Class Member to be excluded from the Class by submitting a written request for exclusion, and of each Class Member's right and opportunity to object to the Settlement. The Court further finds

that the distribution of the notices substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms set forth in the Agreement.

12. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. No later than thirty (30) calendar days following notice by Plaintiffs or the Court to Defendant of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class Data, including information regarding Class Members that Defendant will in good faith compile from its records, including each Class Member's full name; last known mailing address; Social Security Number; workweeks worked during the Class Period; and pay periods worked during the PAGA Period. No later than fifteen (15) calendar days after receipt of the Class Data, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via first class U.S. Mail.

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

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

15. A hearing on Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement and Plaintiffs' Motion for Attorneys' Fees, Attorneys' Expenses, and Class Representative Service Award shall be held before this Court on **December 2, 2026**, **at 8:30am** in Department 16 of the Contra Costa County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally approve the award of Attorneys' Fees, Attorneys' Expenses, Class Representative Service Awards, and the Settlement Administration Costs. All papers in support of the motion for final approval and the motion for Attorneys' Fees, Attorneys' Expenses, and Class Representative Service Awards shall be filed with the Court and served on all counsel within twenty-eight (28) days following the expiration of the Response Deadline, or by any earlier date required by the Court.

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

is not approved.

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

18. The Final Approval Order and Judgment shall set a compliance hearing to occur after the Settlement has been completely implemented. No later than one week before the compliance hearing, Plaintiffs' counsel shall file a compliance statement addressing the matters required by Code of Civil Procedure section 384, subdivision (b), and demonstrating full compliance with the Final Approval Order and Judgment.

19. Notwithstanding any contrary provision in the Settlement Agreement, the Settlement Administrator shall withhold five percent (5%) of any Attorneys' Fees awarded by the Court. The withheld amount shall not be released unless and until authorized by the Court following its review of Plaintiffs' compliance statement demonstrating full compliance with the Final Approval Order and Judgment.

20. The Court may authorize release of the withheld Attorneys' Fees by an unreported minute order without a hearing.

21. A true and correct copy of the Court's July 15, 2026 tentative ruling, which became the ruling of the Court, is attached to this Order as Exhibit A and incorporated herein by reference.

Dated: 8/4/2026

Hon. Benjamin T. Reyes II

JUDGE OF THE SUPERIOR COURT

EXHIBIT A

5. 9:00 AM CASE NUMBER: C22-02161
CASE NAME: LAKEITHIA JOHNSTON VS. GEORGIA-PACIFIC GYPSUM LLC
HEARING ON MOTION IN RE: COMPLIANCE HEARING OF CLASS SETTLEMENT SET BY THE COURTROOM
FILED BY:
TENTATIVE RULING:
Summary

This Compliance Hearing was set by the Court to determine compliance with the Court's Order re Final Approval of Class Action settlement filed on August 12, 2025.

Upon review of the declaration filed by Madely Nava of Apex Class Action certifying disbursement filed on June 30, 2026, the Court determines that Plaintiff has complied with the Court's order.

Good cause appearing, the Court makes the following orders:

1. The Court orders the release of the 5% retention of attorney's fees in the amount of $15,833,30 to Plaintiff's Counsel. The Class Action Administrator shall release said fees no later than ten (10) days from the date of this Order.
2. The Court orders Plaintiff's Counsel to prepare final judgment and Notice of Entry of Judgment of this matter.
3. No appearance is required at the hearing on July 15, 2026.

6. 9:00 AM CASE NUMBER: C22-02261
CASE NAME: MICHAEL GONZALES VS. MECHANICS BANK
HEARING ON MOTION IN RE: PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT
FILED BY: GONZALES, MICHAEL
TENTATIVE RULING:
Summary
Plaintiffs Michael Gonzales and Nicole Burton ("Plaintiffs"), on behalf of themselves and all persons similarly situated, filed a Motion for Preliminary Approval of Class Action and PAGA Settlement with Defendant Mechanics Bank ("Defendant"). The motion is unopposed and is **granted** as set forth herein. No appearance is required at the hearing on July 15, 2026, provided counsel complies with the orders herein.

Background
Plaintiffs request that the Court grant preliminary approval of the Settlement and conditionally certify the Settlement Class pursuant to the terms set forth in the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims. The Settlement 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. The Class consists of approximately 2,280 Class Members. Plaintiffs request that the

Court confirm Michael Gonzales and Nicole Burton as the Class Representatives and appoint JCL Law Firm, APC, Zakay Law Group, APLC, and Ebrahimian & Lavi, LLP as Class Counsel.

The proposed total Gross Settlement Amount is Three Million Fifty Thousand Dollars and Zero Cents ($3,050,000.00), which is non-reversionary. From this amount, the following deductions shall be made prior to distribution to Settlement Class Members:

(a) Attorneys' fees in an amount not to exceed one-third of the Gross Settlement Amount, currently estimated at One Million Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($1,016,666.67);
(b) Litigation costs and expenses not to exceed Forty-Five Thousand Dollars and Zero Cents ($45,000.00);
(c) Class Representative service awards of not more than Ten Thousand Dollars and Zero Cents ($10,000.00) to each Plaintiff, for a total not to exceed Twenty Thousand Dollars and Zero Cents ($20,000.00);
(d) PAGA Payment of One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00); and
(e) Settlement Administration Costs not to exceed Seventeen Thousand One Hundred Dollars and Zero Cents ($17,100.00). Defendant shall separately pay its share of employer payroll taxes.

Plaintiffs request that the Court preliminarily approve Class Representative service awards of not more than Ten Thousand Dollars and Zero Cents ($10,000.00) each to Plaintiffs Michael Gonzales and Nicole Burton, for a total not to exceed Twenty Thousand Dollars and Zero Cents ($20,000.00), in recognition of their efforts and risks in assisting with the prosecution of this action. These awards represent fair compensation for the time, effort, and risk undertaken by the Class Representatives in pursuing this litigation on behalf of the Class.

Plaintiffs request that the Court award Class Counsel attorneys' fees in an amount not to exceed one-third of the Gross Settlement Amount, currently estimated at One Million Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($1,016,666.67), and reimbursement of litigation costs and expenses not to exceed Forty-Five Thousand Dollars and Zero Cents ($45,000.00), both to be paid from the Gross Settlement Amount. Plaintiffs request that the Court find that the fee request, representing one-third of the Gross Settlement Amount, falls within the range of reasonableness for common fund class actions, subject to final approval following review of the lodestar cross-check and any objections.

Plaintiffs request that the Court approve a PAGA Payment of One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) to be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004. Seventy-five percent (75%) of the PAGA Payment ($112,500.00) shall be paid to the Labor and Workforce Development Agency, and twenty-five percent (25%) of the PAGA Payment ($37,500.00) shall be distributed to the Aggrieved Employees. 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 from March 7, 2023, to November 12, 2024. Plaintiffs request that the Court appoint Apex Class Action LLC as the Settlement Administrator and approve administration costs not to exceed Seventeen Thousand One Hundred Dollars and Zero Cents ($17,100.00).

The Net Settlement Amount of approximately One Million Eight Hundred One Thousand Two Hundred Thirty-Three Dollars and Thirty-Three Cents ($1,801,233.33) shall be allocated to all Settlement Class Members on a pro-rata basis according to the number of workweeks each Settlement Class Member worked during the Class Period, resulting in an estimated average Individual Settlement Payment of Seven Hundred Ninety Dollars and One Cent ($790.01). Defendant shall fund the Gross Settlement Amount in one lump sum payment within thirty (30) calendar days after the Effective Date. Within fifteen (15) calendar days after the funding date, the Settlement Administrator shall pay all Individual Settlement Payments, the PAGA Payment, the Settlement Administration Costs, Attorneys' Fees, Attorneys' Expenses, and the Class Representative Service Awards, as determined by the Court at the Final Approval Hearing.

Participating Class Members shall release Defendant from all claims asserted in the operative complaints and any claims that could have been asserted based on the facts alleged therein, including claims for failure to provide compliant meal and rest periods; failure to reimburse employees for all necessary business expenses; failure to pay for all hours worked; improper calculation of the regular rate of pay for purposes of overtime, sick pay, and meal period premiums; failure to pay minimum wages and overtime wages; failure to provide accurate itemized wage statements; failure to pay wages when due; and violations of Business and Professions Code section 17200. This stipulation to certification is for settlement purposes only and shall not be deemed admissible in this or any other proceeding should this Settlement not become final.

A Final Approval Hearing shall be held to determine whether the Settlement, Class Counsel's fee application, and the Class Representative service awards should be finally approved as fair, reasonable, and adequate. Class Members may participate in the Settlement, submit requests for exclusion, or file objections as provided in the Notice of Settlement. Pending final approval, Plaintiffs request that the Court enjoin Class Members from prosecuting any released claims, unless they have submitted valid requests for exclusion.

Analysis

The primary determination is whether the proposed settlement is "fair, reasonable, and adequate" under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. The factors include "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement." (See also, *Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521.)

California law provides guidance concerning judicial approval of class action settlements. First, public policy favors settlement (*Neary v. Regents of Univ. of Cal*. (1992) 3 Cal.4th 273), but the court must not approve an agreement contrary to law or public policy (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127). Moreover, "[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter." (*Cal. State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) Consequently, courts have noted that *Neary* does not apply where public rights are implicated, because “w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutary purpose."

(*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

Attorneys' Fees

Plaintiffs seek attorneys' fees of $1,016,666.67 representing one-third of the total settlement amount, relying on the common fund doctrine. Even under the common fund theory, however, the fee award should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the *Lodestar* cross-check as a method to determine whether the percentage allocated is reasonable. The Court stated: "If the multiplier calculated by means of a *Lodestar* cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (Id. at p. 505.) Following typical practice, however, the Court will not consider the fee award at this preliminary approval stage, but reserves review for final approval.

Similarly, litigation costs in the amount of $45,000.00 and the requested service payment of $10,000.00 for each named plaintiff and class representative will be reviewed at the time of final approval. Criteria for evaluating representative payment requests are discussed in *Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 804-807.

The Settlement appears to be fair, adequate, and reasonable to the Class and falls within the range of reasonableness, subject only to objections that may be raised at the Final Approval Hearing. Good cause appearing, the Court makes the following orders and ruling.

Ruling

1. The settlement is sufficiently fair, reasonable, and adequate to justify preliminary approval. The motion is **granted**.
2. Counsel are directed to prepare an order reflecting this ruling, the other findings in the previously submitted proposed order lodged October 6, 2025, attaching a copy of this ruling.
3. Counsel are ordered to obtain a hearing date for the motion for final approval from the Department clerk. Other dates in the scheduled notice process should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs' counsel are ordered to submit a compliance statement one week before the compliance hearing date, which shall include the matters necessary to comply with Code of Civil Procedure section 384, subdivision (b).
4. Notwithstanding any contrary provision in the settlement agreement, 5% of the attorneys' fees are to be withheld by the administrator until released by the Court after review of the compliance statement.
5. The Court may issue a release of attorneys' fees through an unreported minute order without hearing upon review of the compliance statement representing full compliance with the Court's Final Order Approving Settlement.
6. No appearance is required at the hearing on July 15, 2026.

EXHIBIT C

Jennifer Heming

From: no-reply@formassembly.com
Sent: Monday, October 6, 2025 6:34 PM
To: Jennifer Heming
Subject: Thank you for your Proposed Settlement Submission

10/06/2025 06:32:55 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 10/06/2025 06:32:55 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1015294-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:
https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cjheming%40jcl-lawfirm.com%7C73ee5d4587cf4646b50108de05419c40%7C1f72d94e1dff4b9e9f45bdb37d49a25e%7C0%7C0%7C638953976678330781%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=lP67%2Bq07EYOB6IAIN3hOLLyaCYzfw3xPJRqZrz2kbOc%3D&reserved=0

EXHIBIT D

EXHIBIT E

ZAKAY LAW GROUP, APLC

3110 Camino Del Rio South, Suite 308, San Diego, CA 92108 | 619-255-9047

FIRM PRACTICE AREAS:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

ATTORNEY SHANI O. ZAKAY BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
United States District Court for the District of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA
Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)
Partner, January 2012 – March 2018

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, *magma cum laude,* April 2011
Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.
Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA
Bachelor of Science, Business Administration, Management, *cum laude*, May 2008
Honors: Dean's List: Spring 2007 and Fall 2007

5. COMMUNITY SERVICE

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

ATTORNEY JACKLAND K. HOM BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019
Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.
Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

ATTORNEY JACLYN JOYCE BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA
Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA
Attorney, June 2016 – April 2019

/ / /

4. EDUCATION

UCLA SCHOOL OF LAW, Los Angeles, CA
Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL
Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

ATTORNEY JENNIFER GERSTENZANG BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA
Associate, November 2024 – present

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, August 2019 - October 2024

Gerstenzang Law, San Diego, CA
Owner and Lead Attorney, January 2015 - August 2019

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, December 2011 – January 2015

4. EDUCATION

California Western School of Law, San Diego, CA
Juris Doctor, *cum laude,* April 2011
Area of Concentration in Criminal Prosecution and Defense Practice, with Honors

Emory University, Atlanta, GA
Bachelor of Arts: Psychology, May 2006

ATTORNEY EDEN ZAKAY BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
State of North Carolina (all courts)

/ / /

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA
Associate, January 2025 - Present

Wood, Smith, Henning & Berman LLP, Raleigh, NC
Associate, July 2022 – January 2025

San Diego Law Review, San Diego, CA
Associate, July 2019 – May 2021

4. EDUCATION

University of San Diego School of Law, San Diego, CA
Juris Doctor, April 2021

University of California San Diego, La Jolla, CA
Bachelor of Arts: Political Science, June 2017

ATTORNEY NICOLE NOURSAMADI BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
State of North Carolina (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA
Associate, November 2024 - Present

4. EDUCATION

California Western School of Law, San Diego, CA
Juris Doctor, April 2024

San Diego State University, San Diego, CA
Bachelor of Arts: Political Science, June 2020

5. COMMUNITY SERVICE

COMMUNITY LAW PROJECT, San Diego, CA
Summer of 2024
Volunteer

/ / /

LEAD COUNSEL – CLASS ACTION AND/OR REPRESENTATIVE CASES:

1. **Arakilians v. Trophy Universal City Group**

Court	Los Angeles
Case No.	20STCV05724
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

2. **Cortez Oceguera v. M & M Automotive**

Court	Alameda
Case No.	HG21086853
Nature	PAGA
Status	In Litigation

3. **Carbajal v. Keys Motors, Inc.**

Court	Los Angeles
Case No.	20STCV49714
Nature	PAGA
Status	Settled

4. **Gregory v. Verio Healthcare, Inc**

Court	Los Angeles
Case No.	20STCV37254
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

5. **Putman v. Winco Holdings, Inc.**

Court	Sacramento
Case No.	2:21-cv-01760-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

6. **Williamson v. Stan Hotel**

Court	Stanislaus
Case No.	CV-21-006861
Nature	Meal/Rest Break claims
Status	In Litigation

7. **Hernandez v. USGI, Inc.**

Court	Orange
Case No.	30-2022-01250099
Nature	Overtime and Regular Rate claims, and Meal/Rest Breaks
Status	In Litigation

8. **De Jesus v. UniCare**

Court	San Diego

Case No.	37-2022-00003063-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

9. Chambers v. Bass Medical Group

Court	Contra Costa
Case No.	C22-01058
Nature	Overtime and Minimum Wage claims, Meal/Rest Breaks and PAGA
Status	Settled

10. Lindsay v. Denso Products (Staffmark)

Court	Riverside
Case No.	CVRI2203360
Nature	Overtime, Minimum Wage claims, and Meal/Rest Breaks
Status	Settled

11. Maheia v. Clean Earth Environmental Solutions

Court	Los Angeles
Case No.	22STCV24279
Nature	Overtime, Meal/Rest Periods, Failure to Pay PTO and PAGA
Status	Settled

12. Gray v. Sky Hotels

Court	Stanislaus
Case No.	CV-22-004004
Nature	Overtime, Minimum Wage claims, Meal/Rest Breaks, and PAGA
Status	Settled

13. Mariscal v. Janco Industries

Court	San Joaquin
Case No.	STK-CV-UOE-2022-8450
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

14. Trudelle v. Children of the Rainbow

Court	San Diego
Case No.	37-2022-00034860
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

15. Rodriguez v. Shaxon Industries

Court	Los Angeles
Case No.	30-2022-01289124-CU-OE-CXC
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA

Status	Settled

16. Bautista v. Xtreme Auto Collision & Glass

Court	San Diego
Case No.	37-2022-00044708-CU-OE-CTL
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

17. Miller v. Barry's Security

Court	Riverside
Case No.	CVRI2202929
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

18. Kanafani v. Mitra VI, LLC (Superstar Car Wash)

Court	San Diego
Case No.	37-2022-00044660
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

19. Maria Vazquez v. Mt. Collision

Court	Los Angeles
Case No.	22STCV34689
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	In Litigation

20. Rodriguez v. Performance Food Group

Court	Alameda
Case No.	22CV021320
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

21. Shabazz v. Mann & Company

Court	Butte
Case No.	22CV02669
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

22. Adame v. Hustead's Collision Center

Court	Alameda
Case No.	22CV018744
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	Settled

23. Monroy v. Donsuemor

Court	Alameda
Case No.	22CV011917
Nature	Minimum Wage violations, Meal/Rest Break, PAGA, Wrongful Termination
Status	Settled

24. Murbach v. Love Automotive

Court	Kern
Case No.	BCV-22-103469
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

25. Bove v. S&B Restaurant Group

Court	Los Angeles
Case No.	23STCV02528
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

26. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

27. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

28. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	Settled

29. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	Settled

30. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	Settled

31. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

32. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	Settled

33. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

34. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	Settled

35. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

36. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775

Nature	Meal and Rest Breaks
Status	Settled

37. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	Settled

38. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	Settled

39. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	Settled

40. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	Settled

41. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	Settled

42. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	Settled

43. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	Settled

44. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

45. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

46. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

47. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	Settled

48. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	Settled

49. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	Settled

50. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	Settled

51. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	Settled

52. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

53. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	Settled

54. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	Settled

55. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

56. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	Settled

57. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

58. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	Settled

59. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861

Nature	Meal/Rest Breaks, Regular Rate
Status	Settled

60. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

61. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	Settled

62. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

63. Courteney Arneson v. Bahn Thai, Inc.

Court	Sacramento
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

64. Traci Pollinger v. Hoehn Motors, Inc.

Court	San Diego
Case No.	37-2021-00003888-CU-OE-CTL
Nature	Violation of PAGA
Status	Settled

65. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

Court	Orange
Case No.	30-2021-01181315-CU-OE-CXC
Nature	Violation of PAGA
Status	Settled

66. Shasta Collins v. Hilton Management, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

67. Amanda Hernandez v. Parenting Network, Inc.

Court	Tulare
Case No.	VCU287027
Nature	Meal/Rest Breaks, PAGA
Status	Settled

68. Richard Sanchez v. Salinas Lincoln Mercury, Inc.

Court	Monterey
Case No.	21CV001535
Nature	Violation of PAGA
Status	Settled

69. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, PAGA
Status	Settled

70. Pedro Rodriguez v. R.M. Parks Place, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Meal/Rest Breaks, PAGA
Status	Settled

71. David Ezell v. Diab Leasing, Inc.

Court	Sacramento
Case No.	34-2021-00305329
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

72. Bria Ware v. Shake Shack Enterprise, LLC.

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

73. Latisha Anderson v. Barton Meyers Associates, Inc.

Court	Los Angeles
Case No.	21STCV43314
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

74. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC

Court	Alameda
Case No.	21CV003531

Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

75. Jermell Jones v. Greenlawn Funeral Homes

Court	Kern
Case No.	BCV-21-102356
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

76. Isaiah Davis v. RPM Juice, Inc.

Court	San Francisco
Case No.	21STCV14755
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

77. Jose Garcia v. Ferma Greenbox

Court	Alameda
Case No.	RG21101104
Nature	Unpaid Wages, PAGA
Status	Settled

78. Brittney Jones v. ASD6

Court	San Diego
Case No.	37-2021-00016864-CU-OE-CTL
Nature	PAGA
Status	Settled

79. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

80. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

81. Michael Nash v. K. Hovnanian

Court	Riverside
Case No.	RIC2003319
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

82. Emily Tolosa v. Kensington Redwood City, LLC

Court	San Mateo
Case No.	21-CIV-03030
Nature	Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA
Status	Settled

83. Gabriel Guzman v. Vulcan Materials Company

Court	San Diego
Case No.	37-2021-00024583-CU-OE-CTL
Nature	Unpaid Wages, PAGA
Status	Settled

84. Cristal Rodriguez v. EAH , Inc.

Court	Santa Cruz
Case No.	21CV00884
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

85. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

86. Omar Vejar v. Fineline Woodworking, Inc.

Court	Orange
Case No.	30-2021-01208607-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

87. Claudia Nunez v. The Whole Child

Court	Los Angeles
Case No.	21STCV25160
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

88. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

Court	Solano
Case No.	FCS056804
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

89. Michael Harrington v. Genesis Private Security

Court	Alameda

Case No.	RG21105476
Nature	Wage Statement
Status	Settled

90. Robert Baray v. Curation Foods

Court	Santa Barbara
Case No.	21CV2834
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

91. James Aguilar v. T & K

Court	Santa Clara
Case No.	21CV384674
Nature	Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA
Status	Settled

92. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

93. Dino Desanctis v. Douglas Products and Packaging Company, LLC

Court	Contra Costa
Case No.	C21-01874
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

94. Joe Moreno v. Rambo, LLC.

Court	San Diego
Case No.	37-2021-00038129-CU-OE-CTL
Nature	PAGA
Status	In Litigation

95. Norman Respass v. The Scion Group

Court	Eastern District
Case No.	2:20-cv-02307-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

96. Devin Terrell v. KaiserAir

Court	Alameda
Case No.	RG21113701
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

97. Annklein Pacia v. Kilroy Realty, L.P.

Court	Los Angeles
Case No.	21STCV20624
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA
Status	Settled

98. Dante Henderson v. Bizon Group, Inc.

Court	Alameda
Case No.	HG21115170
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

99. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Wage Order 5
Status	Settled

100. Alissa Whitney v. Five J's Family Enterprises

Court	San Bernardino
Case No.	CIVSB 2129063
Nature	Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA
Status	Settled

101. Ricardo Rodriguez v. Employbridge

Court	Ventura
Case No.	56-2021-00559039-CU-OE-VTA
Nature	PAGA
Status	Settled

102. Amanda Patterson v. RCSH Operations, Inc.

Court	Contra Costa
Case No.	MSC21-02077
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

103. Tyra Toler v. Total Testing Solutions LLC

Court	Los Angeles
Case No.	21STCV38452
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

104. Juanita Allen v. Nissan of Stockton

Court	San Joaquin

Case No.	STK-CV-UOE-2021-8956
Nature	PAGA
Status	In Litigation

105.Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	Settled

106. Luke Delacruz v. Walmart (Bonobos)

Court	San Diego
Case No.	37-2021-00046421-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

107. Powell v. Core Community Organized Relief Effort

Court	San Francisco
Case No.	CGC-21-596527
Nature	Meal/Rest Breaks
Status	Settled

108. Toshi Magee v. Children's Dentistry and Orthodontics

Court	Merced
Case No.	21CV-03773
Nature	Regular Rate of Pay
Status	In Litigation

109. Alisa Alvarez v. SLO Arches, Inc.

Court	San Luis Obispo
Case No.	21CV-0533
Nature	Meal/Rest Breaks
Status	Settled

110. Perla Rodriguez Gonzales v. CM School Supply, Inc.

Court	San Bernardino
Case No.	CIVSB2133207
Nature	Rounding
Status	In Litigation

111. Parastoo Maboudi v. The Neiman Marcus Group LLC

Court	Santa Clara
Case No.	22CV391973
Nature	Regular Rate of Pay Miscalculation
Status	Settled

112. Michael Hillstrom v. Constellation Brands, Inc. et al.

Court	Napa
Case No.	22CV000006
Nature	Regular Rate of Pay
Status	Settled

113. Maria Tabarez v. Alta Hospitals System LLC

Court	Los Angeles
Case No.	5220001658
Nature	Meal/Rest Break
Status	In Litigation

114. Luther Roddy v. O'Neil Beverages

Court	Marin
Case No.	CIV2200067
Nature	Various
Status	Settled

115. David Stevens v. Kamps Propane, Inc.

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	In Litigation

116. Veronica Maravilla v. Venus Et Fleur, LLC

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	Settled

117. Maria G. Gonzalez Romero v. Cabe Brothers Rentals LLC et al.

Court	Los Angeles
Case No.	22STCV18688
Nature	Various
Status	Settled

118. Daraka Banks v. General Motors LLC et al.

Court	San Bernardino
Case No.	CIVSB2203661
Nature	Meal/Rest Breaks
Status	In Litigation

119. Jesse Galindo v. PAQ, Inc. dba Food 4 Less et al.

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0000452
Nature	Regular Rate of Pay

Status	Settled

120. Tyler Sneed v. Sunroad Auto, LLC et al.

Court	San Diego
Case No.	37-2022-00007661
Nature	Various
Status	In Litigation

121. Alexa Lowe v. Ash's First LLC et al.

Court	San Diego
Case No.	37-2022-00010114
Nature	Various
Status	In Litigation

122. Marquan Nesbitt v. Autonomous, Inc.

Court	San Bernardino
Case No.	CIVSB2204742
Nature	Regular Rate of Pay
Status	Settled

123. Luis De Jesus Claudio v. Uni Care Home Health Inc.

Court	San Diego
Case No.	37-2022-00003063-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

124. Vincent Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties

Court	San Bernardino
Case No.	CIVSB2207363
Nature	Wage Statement
Status	Settled

125. Serenity Jean Dewolf v. Mountain Counties Supply Company

Court	Siskiyou
Case No.	SCCV-CVCV-2022-329
Nature	Meal/Rest Breaks
Status	In Litigation

126. Jeannete Gomes v. Homeaglow Inc.

Court	San Joaquin / Los Angeles
Case No.	22STCV27159
Nature	Independent Contractor Misclassification
Status	In Litigation

127. Alan Carrillo Rodriguez v. Titan Workforce

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0003036
Nature	Meal/Rest
Status	Settled

128. Isaiah D. Hughes v. Asian and Pacific Islander Wellness Center, Inc.

Court	San Francisco
Case No.	CGC-22-599270
Nature	Rounding
Status	Settled

129. Manuel Fimbres et al. v. Dreamstyle Remodeling of California, LLC et al.

Court	San Diego
Case No.	37-2022-00013690
Nature	Piece-Rate
Status	Settled

130. Abigail Chamberlan v. Classic VMS, Inc. et al.

Court	Yolo
Case No.	CV2022-0652
Nature	Meal/Rest
Status	Settled

131. Marvin Glenn Holloway v. Water Damage Rescue, Inc.

Court	Sacramento
Case No.	34-2022-00319781
Nature	Meal/Rest Breaks
Status	Settled

132. John Schilder v. Tenderloin Neighborhood Development Corporation

Court	San Francisco
Case No.	CGC-22-599603
Nature	Various
Status	In Litigation

133. Oscar Almanza v. Hope of the Valley Rescue Mission

Court	Los Angeles
Case No.	22STCV17591
Nature	Rounding
Status	Settled

134. Janene J. Caracaus v. Danny's Home Health Care Inc.

Court	San Diego
Case No.	37-2022-00020531
Nature	Piece Rate

Status	In Litigation

135. Alex Pegues v. eLink Recruiting Solutions, Inc. et al.

Court	Los Angeles
Case No.	22STCV18259
Nature	COVID-Screening Off-The-Clock
Status	In Litigation

136. Jesus Garica v. The Beach Chalet, L.P.

Court	San Francisco
Case No.	CGC-22-600090
Nature	Meal/Rest
Status	In Litigation

137. Sarina Yuan Jong Lai v. Sunmerry California Inc. et al.

Court	Los Angeles
Case No.	22STCV12086
Nature	Wage Statement
Status	Settled

138. Kyle Richard Dawkins v. Coalition For Responsible Community Development

Court	Los Angeles
Case No.	22STCV19341
Nature	Various
Status	In Litigation

139. Brennan Howard v. Koulax Enterprises

Court	Los Angeles
Case No.	21GDCV01154
Nature	Meal/Rest Breaks
Status	In Litigation

140. Joseph Christopher Kirkham v. Palm Desert Greens Association, Inc.

Court	Riverside
Case No.	CVRI2202569
Nature	Wage Statement
Status	In Litigation

141. Kaliyah Martin v. Blend Labs et al.

Court	San Francisco
Case No.	CGC-22-600420
Nature	Regular Rate Miscalculations
Status	Settled

142.Cesar Cando v. Academy Valet Parking Service, Inc.

Court	Los Angeles
Case No.	22STCV21833
Nature	Various
Status	Settled

143. Carlos Pinkney v. Patrol Masters Security Services, Inc.

Court	Orange
Case No.	30-2021-01213869-CU-OE-CXC
Nature	Labor Code 204
Status	In Litigation

144. Porsche Barrett v. Armadillo Holdings LLC dba Texas Roadhouse

Court	Stanislaus
Case No.	CV-22-003127
Nature	Meal/Rest Break
Status	In Litigation

145.Brad Klein v. Redzone Security Inc.

Court	Riverside
Case No.	CVRI2202841
Nature	Augustus
Status	In Litigation

146. Steve Martinez v. Radiant Services Corp.

Court	Los Angeles
Case No.	22STCV23115
Nature	Off-the-Clock
Status	In Litigation

147. Tiffany Britton v. Mountain Valley Child and Family Services, Inc.

Court	Nevada
Case No.	CU0000023
Nature	Various
Status	Settled

148. Chidinma Olisaemeka v. Lynwood Healthcare Center et al.

Court	Los Angeles
Case No.	22STCV13175
Nature	Rounding
Status	In Litigation

149. Britney Clarke v. St. Anne's Maternity Home et al.

Court	Los Angeles
Case No.	22STCV14674
Nature	Wage Order 5

Status	Settled