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COUNTY OF CONTRA COSTA
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

PORSHA McDANIELS, on behalf of herself and aggrieved employees, *Plaintiff*, v. KEYBANK NATIONAL ASSOCIATION, a domestic corporation; and DOES 1 through 50, inclusive, *Defendants*.	Case No.: C24-01871 CLASS ACTION Assigned for All Purposes To: ~~Hon. Danielle K. Douglas~~ Hon. Joni Hiramoto ~~Dept.: 18~~ Dept. 32 **~~[PROPOSED]~~ ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT; FINAL JUDGMENT** AND NOTICE OF CASE REASSIGNMENT Hearing Date: October 30, 2026 Time: 9:00 a.m. (Hearing scheduled but no party requested argument.)

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On October 30, 2026, at 9:00 a.m., in Department ~~18~~ 32* of the above Court, located at 725 Court Street, Martinez CA 94553, Plaintiff Porsha McDaniels ("Plaintiff") unopposed Motion for Approval of the PAGA Settlement Agreement ("Settlement Agreement") entered into by and between Plaintiff, on behalf of herself, the State of California and all aggrieved employees (the "Aggrieved Employees"), and Defendants KeyBank National Association and DOES 1 through 50 ("Defendants"), came before the Court for hearing pursuant to the Private Attorney's General Act ("PAGA"), California Labor Code § 2698 *et seq.* Plaintiff appeared via her counsel ("PAGA Counsel") and counsel also appeared for Defendants. There were no other appearances and no objections to the Motion. Having considered the Motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiff's Motion is GRANTED.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Order hereby fully incorporates the Settlement Agreement entered into between Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of California, on the one hand, and Defendants on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. Aggrieved Employees are defined as all current and former hourly-paid, employees employed by Defendants throughout California any time during the PAGA Period, which is May 12, 2023 through September 6, 2025.

3. The Court has considered the nature of the claims, the amount paid in settlement, which is $80,000.00 ("Gross Settlement Amount"), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties

to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

4. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied with the notice requirements of California Labor Code § 2699.

5. Upon the Effective Date, Plaintiff, the State of California and the Aggrieved Employees shall be bound by the following release set forth in the Settlement Agreement:

> *All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaints in the Action, and/or the PAGA Notices including, but not limited to, any and all claims involving (a) any failure to pay wages, including minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods (including failure to pay meal period premiums); (d) failure to provide rest periods (including failure to pay rest period premiums) (e) failure to provide accurate itemized wage statements; (f) failure to timely pay wages including wages due upon termination; (g) failure to maintain accurate records; (h) failure to provide reimbursable expenses; (i) failure to pay vacation wages; (j) violation of Business & Professions Code 17200 et seq.; and (k) any and all statutes and regulations referenced in the Complaints or PAGA Notices*

6. "Released Parties" means Keybank National Association and each of their respective affiliated or related entities, as well as past,present,and/or future, direct and/or indirect, officers, directors, members, managers, exempt employees, agents, representatives, attorneys, insurers, partners, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers who could be liable for any of the Released Claims.

7. "Released PAGA Claims" means any and all claims, rights, demands, liabilities, and causes of action for civil penalties under PAGA that Aggrieved Employees have had, now have, or may have in the future against Released Parties based on the facts alleged in the Operative Complaint and the PAGA Notice or reasonably could have been alleged therein, including, but not

limited to any and all PAGA Claims against Defendants and the Released Parties based on the facts, claims, and theories identified in the PAGA Action (including the PAGA Notice and the lawsuit) and premised upon the following: failure to pay overtime wages at the correct rate; failure to pay double time wages at the correct rate; failure to pay overtime and/or double time wages by failing to include all applicable remuneration; failure to reimburse necessary business-related expenses; failure to pay wages for off-the-clock work; failure to provide accurate written wage statements; failure to pay all final wages following separation of employment; failure to pay minimum wages for all hours worked; failure to pay proper sick time; failure to issue semimonthly payments; failure to maintain accurate payroll and employment records; failure to provide meal and rest periods or pay premiums in lieu thereof; unfair competition (business & professions code§ 17200 et seq.); which were premised upon alleged violations of California Labor Code§§ 201,202,203,204, 210,223,226,226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2699.5, 2802, 2926, 2927, including *California Industrial Commission* Wage Orders MW-2014, paragraphs 2(K), 2(8), 3(A), 4(A), 4(B), 4, 7(A), 7(B), 7(C), 9, 11, 12(A), 12(B), 20; and other related claims based on the facts and allegations pied in the PAGA Action during the PAGA Period.

8. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are admissions by Defendants, or any of the other Released Parties, of liability on any of the allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of any wrongdoing by Defendants, or any of the other Released Parties. The Settlement Agreement represents a compromise and settlement of highly disputed claims. Defendants deny all liability in the Action. Representative treatment of the Aggrieved Employees also is for settlement purposes only.

9. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. as PAGA Counsel for settlement purposes.

10. Pursuant to the terms of the Settlement, the Court awards Attorneys' Fees to PAGA Counsel in the total amount of **$28,000.00**, to be paid out of the Gross Settlement Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the Action.

11. Pursuant to the terms of the Settlement, the Court awards Attorneys' Costs to PAGA Counsel in the amount of **$2,591.57** to be paid out of the Gross Settlement Amount, as final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

12. Pursuant to the terms of the Settlement, the Court awards Plaintiff McDaniel a representative Service award in the amount of $5,000.00.

13. The Court appoints Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards administration related payments in the amount of **$2,500.00** to Phoenix as compensation for its fees and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

13. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of approximately **$41,908.43** shall be allocated as follows: 75% ($31,431.32) allocated to the LWDA and 25% ($10,477.11) will be paid to the Aggrieved Employees pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

14. Defendants will not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement and this Order.

15. Defendants will fully fund the Gross Settlement Amount no later than fourteen (14) days after the Effective Date.

16. Within twenty (20) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's Enhancement Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment.

17. Settlement checks will remain valid for one hundred eighty (180) days after the date of mailing. For any PAGA Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, within ten (10) calendar days of the check void date, the Administrator will transmit the funds represented by such check to the California Unclaimed Property Fund Maintained, pursuant to California Code of Civil Procedure section 384(b).

18. The Court approves the Notice of PAGA Settlement attached to the Declaration of David Arakelyan as Exhibit 5 to be sent by the Administrator to the PAGA Employees along with their respective Individual PAGA Payment.

19. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment as are permitted by law pursuant to California Code of Civil Procedure Section 664.6.

20. The Court hereby enters judgment of the entire Action, with prejudice, for the reasons set forth above and upon the terms set forth in the Settlement Agreement. This Order shall have full equitable and collateral estoppel and res judicata effect and be final and binding upon Plaintiff, the LWDA, and the Aggrieved Employees regarding the Released PAGA Claims.

21. This Judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. Subject to the Court's continuing jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

22. As the Judgment is consistent with the terms of the Settlement Agreement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another individual or entity who is not a Party to this Agreement appeals the Judgment, the Parties' obligations to perform under the Settlement Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

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23. The Court sets a Compliance Hearing re: Distribution on April 29, 2027, ~~2026~~ at 8:30 a.m. a.m. in Department ~~18.~~ 32** PAGA Counsel is ordered to file a final report and declaration by the Administrator regarding settlement distribution no later than 30 days before the Compliance Hearing. No appearance will be required at the Compliance Hearing if the Administrator's declaration reports that all the distributions under the Settlement Agreement are complete. PARTIES TO TAKE NOTICE THAT EFFECTIVE JAN. 4, 2027 THIS CASE WILL BE ASSIGNED FOR ALL PURPOSES TO DEPT. 40, HON. CHRISTOPHER BOWEN.

IT IS SO ORDERED.

DATED: October 30, 2026

Joni Hiramoto

~~Hon. Danielle K. Douglas~~
Judge of the Superior Court
Joni Hiramoto, Dept. 32

**Please note that the compliance hearing is currently set for Dept. 32 but on January 4, 2027, tjhe department will change to Dept. 40.