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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 LESLIE LEON, on behalf of herself and all
13 others similarly situated,

14 Plaintiff,

15 vs.

16
17 SMBC MANUBANK, f.k.a.
18 MANUFACTURERS BANK, a California
19 corporation; and DOES 1 through 100,
Inclusive,

20 Defendants.
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Case No. 25STCV00968

REPRESENTATIVE ACTION

*[Assigned for all purposes to the
Hon. William F. Highberger, Dept. SSC-10]*

**~~[PROPOSED]~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, AND COSTS**

Date: September 23, 2026

Time: 11:00 a.m.

Dept.: SSC-10

Action Filed: January 14, 2025

Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

09/23/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

1 This matter came on regularly for hearing before this Court on September 23, 2026, at
2 11:00 a.m. Having considered the Parties' Settlement Agreement ("Settlement");¹ the documents
3 and evidence presented in support thereof; and recognizing the disputed factual and legal issues
4 involved in this case; the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699(s)(2). Good cause appearing therefor, the Court
9 hereby GRANTS Plaintiff Leslie Leon's ("Plaintiff") Motion for Approval of Settlement of
10 Claims under the Private Attorneys General Act ("Motion") and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as: all current and former non-
12 exempt employees who were employed by Defendant SMBC Manubank f.k.a. Manufacturers
13 Bank ("Defendant") in California at any time during the PAGA Period.

14 2. The "PAGA Period" means January 14, 2024 to March 17, 2026.

15 3. The Court hereby approves the settlement as set forth in the Settlement as fair,
16 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
17 terms.

18 4. The Court orders that Defendant shall deposit the Gross Settlement Amount of
19 \$420,000.00 into an account established by the Settlement Administrator, pursuant to the terms
20 of the Settlement.

21 5. The Court hereby approves the Explanatory Letter submitted by the parties and
22 included as Exhibit A to the Settlement.

23 6. The Court hereby appoints Phoenix Settlement Administrators. as the Settlement
24 Administrator.

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27 _____
28 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement Agreement, attached as Exhibit 1 to the Declaration of Tuvia Korobkin submitted concurrently with the Motion.

1 7. Within fifteen (15) Court days after the Effective Date, Defendant shall provide
2 the Settlement Administrator with a list containing each Aggrieved Employee's full name, last
3 known mailing address, last known telephone number, dates of employment and number of pay
4 periods worked during the PAGA Period, and Social Security number to the extent available from
5 Defendant's records, pursuant to the terms of the Settlement.

6 8. The Settlement Administrator is directed to mail the Individual PAGA Payments
7 and the Explanatory Letter to the Aggrieved Employees within fifteen (15) Court days of receipt
8 of the Gross Settlement Amount being fully funded and receiving approval from the Parties of
9 the payment calculations, pursuant to the terms of the Settlement.

10 9. The Court finds that attorneys' fees in the amount of one-third of the Gross
11 Settlement Amount (currently estimated to be \$140,000.00) for Plaintiff's counsel, and
12 reimbursement of litigation costs of \$19,130.01 to Plaintiff's counsel, are fair, reasonable, and
13 adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's
14 Counsel as provided for in the Settlement Agreement.

15 10. The Court orders that the Settlement Administrator shall be paid \$3,250.00 for all
16 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

17 11. The Court finds that the requested Incentive Award of \$5,000.00 to Plaintiff is fair,
18 adequate, and reasonable in recognition of the unique contributions she has made and the risks
19 she undertook on behalf of the Aggrieved Employees and the State of California, and orders that
20 the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement
21 Agreement.

22 12. The Court finds that the amount of \$164,202.99, representing 65% of the
23 \$252,619.99 Net Settlement Amount allocated as PAGA civil penalties under the Settlement, to
24 be paid to the California Labor and Workforce Development Agency ("LWDA") as provided for
25 by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the
26 LWDA in accordance with the terms of the Settlement Agreement. Likewise, the Court finds that
27 the amount of \$88,417.00, representing 35% of the Net Settlement Amount to be paid to the
28 Aggrieved Employees is fair, adequate, and reasonable.

1 13. Pursuant to Section 13 of the Settlement, if the number of pay periods worked by
2 Aggrieved Employees during the PAGA Period exceeds 10% greater than 4,094, then Defendant
3 has the option to either (i) increase the Gross Settlement Amount by the percentage increase over
4 10% (e.g., if the number of pay periods is 11% greater than 4,094, the Gross Settlement Amount
5 will increase by 1%), or (ii) truncate the end of the PAGA Period so that the number of pay periods
6 no longer exceeds 10% greater than 4,094. If this provision is triggered and Defendant elects the
7 former option, then the amounts for attorneys' fees, the Net Settlement Amount, and the amounts
8 paid to the LWDA and Aggrieved Employees from the Net Settlement Amount shall be modified
9 accordingly, pursuant to the terms of the Settlement. If Defendant elects the latter option, then the
10 PAGA Period shall end on the truncated end date, and the Explanatory Letter to Aggrieved
11 Employees shall indicate such revised date as the end of the PAGA Period.

12 14. The Court approves the scope of the release as set forth in the Settlement.
13 Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiff and
14 Aggrieved Employees will have released all of the PAGA Released Claims against the Released
15 Parties which were resolved as part of the Settlement. The PAGA Released Claims include all
16 claims for civil penalties that could have been assessed upon and collected from the Released
17 Parties under PAGA, based on the factual allegations in Plaintiff's PAGA Notice or in the Action,
18 including but not limited to any PAGA civil penalties for Defendant's alleged violations of Labor
19 Code §§ 201-204, 226, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 1199,
20 2802, and 2804 predicated on those factual allegations. The release of the PAGA Released Claims
21 shall extend for the duration of the PAGA Period.

22 15. Upon entry of this Judgment and Order, the Court permanently enjoins and forever
23 bars Plaintiff or the Aggrieved Employees from instituting or prosecuting any of the PAGA
24 Released Claims against the Released Parties which were resolved as part of the Settlement.
25 Without affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction
26 to enforce the terms of the Settlement in accordance with California Code of Civil Procedure
27 section 664.6.

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1 16. Plaintiff shall file a declaration confirming the final distribution of funds on or
2 before 9/23/27.

3 17. The ~~final compliance hearing~~ ^{NACR re-funding} shall be held on 9/30/27 at 9 a.m..

4 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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6 Dated: 09/23/2026

By: 
Honorable William F. Highberger
Judge of the Superior Court