

Samuel A. Wong (SBN: 217104)
Kashif Haque (SBN: 218672)
Jessica L. Campbell (SBN: 280626)
Julia M. Toscano (SBN: 326272)
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

Attorneys for Plaintiffs, Jacklen Monterrosa,
Jaylene Isabel Coronado, and Tione Randle,
individually, and on behalf of all others similarly situated

[Additional counsel listed on following page]

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO**

JAYLENE ISABEL CORONADO, and
TIONE RANDLE, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

COAST 2 COAST COACHING, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 24CU012969C

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF
SETTLEMENT**

Date: July 31, 2026

Time: 8:30 a.m.

Dept.: C-67

Complaint Filed: September 25, 2024

1 B. James Fitzpatrick (SBN: 129056)
2 Alison L. Baker (SBN: 193601)
3 FITZPATRICK & SWANSTON
4 555 S. Main Street
5 Salinas, CA 93901
6 Telephone: (831) 755-1311
7 Facsimile: (831) 755-1319

8 Larry W. Lee (SBN 228175)
9 Max W. Gavron (SBN 297691)
10 Kwanporn "Mai" Tulyathan (SBN 316704)
11 DIVERSITY LAW GROUP, P.C.
12 515 South Figueroa Street, Suite 1250
13 Los Angeles, California 90071
14 Telephone: (213) 488-6555
15 Facsimile (213) 488-6554

16 Attorneys for Plaintiffs CHRISTINA AGUAS, JACINTO CARBAJAL, LILY DE LOS
17 SANTOS, JESUS PONCE, CARLOS PRIETO, CINDY ROCHA, and ARIETA VEIKOSO
18 on behalf of themselves and all similarly aggrieved employees

19 David D. Bibiyan (SBN: 287811)
20 Jeffrey D. Klein (SBN: 297296)
21 Brooke Waldrop (SBN: 314486)
22 BIBIYAN LAW GROUP, P.C.
23 1460 Westwood Boulevard
24 Los Angeles, California 90024
25 Tel: (310) 438-5555; Fax: (310) 300-1705

26 Attorneys for Plaintiff, LAWRENCE PHILIP PERLMUTTER, as an aggrieved employee, and
27 on behalf of all other aggrieved employees
28

1 The Court has before it the unopposed Motion for Final Approval of Class and PAGA
2 Action Settlement (“Motion”) of Plaintiffs Jaylene Isabel Coronado, Tione Randle, Christina
3 Aguas, Jacinto Carbajal, Lily De Los Santos, Jesus Ponce, Carlos Prieto, Cindy Rocha, Arieta
4 Veikoso, Jacklen Monterrosa, and Lawrence Perlmutter (collectively “Plaintiffs”). This Court
5 issued an Order Granting Plaintiffs’ Motion for Preliminary Approval of Settlement on May 6,
6 2026. Plaintiffs now seek an Order and Judgment Granting Final Approval of the same
7 Settlement Agreement (“Settlement”) between Plaintiffs and Defendant Coast 2 Coast
8 Coaching, Inc. (“Defendant”).

9 The Court having read, heard, and considered all the pleadings, declarations, and
10 documents submitted in connection with this Motion, and good cause appearing, IT IS HEREBY
11 ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

12 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
13 Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement
14 Agreement”) filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
16 Class Members, PAGA Members, and Defendants.

17 3. The Court finds that the Settlement appears to have been made and entered into
18 in good faith and hereby approves the Settlement.

19 4. “Participating Class Members” means all Class Members who do not submit
20 timely and valid Requests for Exclusion. There are 16,033 Class Members who did not submit
21 timely and valid Requests for Exclusion and are therefore deemed Participating Class
22 Members, representing 100% of the Class.

23 5. “Class Members” means all current and former non-exempt employees of Coast
24 2 Coast Coaching, Inc., who worked in California at any time from May 3, 2019, through
25 November 1, 2025.

26 6. “PAGA Members” means all current and former non-exempt employees of
27 Coast 2 Coast Coaching, Inc., who worked in California at any time from April 11, 2022,
28 through November 1, 2025.

1 7. The “Released Parties” mean (a) Coast 2 Coast Coaching, Inc., (b) each of its
2 respective parent companies, subsidiaries, child companies, divisions, affiliates, related
3 companies, common ownership entities, and co-employers through operation of law or
4 otherwise, and (c) the current, former, and/or future shareholders, board members, directors,
5 officers, managers, employees, agents, representatives, attorneys, insurers, reinsurers, partners,
6 investors, lenders, administrators, predecessors, successors, assigns, and joint ventures of each
7 (a) and (b), collectively, and individually.

8 8. Upon the Effective Date and funding of the Gross Settlement Amount, Plaintiffs
9 and Participating Class Members shall have, by operation of this Final Order and Judgment,
10 fully, finally, and forever released, settled, compromised, relinquished, and discharged, to the
11 fullest extent possible, the Released Parties from all Released Class Claims, as defined in the
12 Settlement.

13 9. Upon the Effective Date and funding of the Gross Settlement Amount, Plaintiffs
14 and PAGA Members shall have, by operation of this Final Order and Judgment, fully, finally,
15 and forever released, settled, compromised, relinquished, and discharged, to the fullest extent
16 possible, the Released Parties from all Released PAGA Claims, as defined in the Settlement.

17 10. The Notice provided to the Class conforms with the requirements of California
18 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the
19 circumstances, by providing individual notice to all Class Members who could be identified
20 through reasonable effort, and by providing due and adequate notice of the proceedings and
21 of the matters set forth therein to the Class Members. The Notice fully satisfies the
22 requirements of due process.

23 11. No Class Members have objected to the terms of the Settlement.

24 12. The Court finds the Gross Settlement Amount and the methodology used to
25 calculate and pay each payment are fair and reasonable. The Court authorizes the Settlement
26 Administrator to pay the Participating Class Members and PAGA Members in accordance
27 with the terms of the Settlement.

28 13. The Court hereby confirms Aegis Law Firm, PC, Fitzpatrick & Swanston,

1 Diversity Law Group, P.C., and Bibiyan Law Group, P.C. as Class Counsel.

2 14. Defendant shall pay the total Gross Settlement Amount of Three Million Seven
3 Hundred Fifty Thousand Dollars (\$3,750,000.00) to resolve the Action, as provided in the
4 Settlement. Defendant will pay any employer-side payroll taxes owing on the portion of the
5 Gross Settlement Amount allocated toward wages on top of and in addition to the Gross
6 Settlement Amount.

7 15. From the Gross Settlement Amount, Two Hundred Six Thousand Two Hundred
8 Fifty Dollars and Zero Cents (\$206,250.00) shall be paid to the California Labor and
9 Workforce Development Agency, representing 75% of the civil penalties awarded under the
10 terms of the Settlement Agreement pursuant to the Labor Code Private Attorneys General Act
11 of 2004, California Labor Code section 2698, *et seq.*

12 16. From the Gross Settlement Amount, Sixty-Eight Thousand Seven Hundred Fifty
13 Dollars and Zero Cents (\$68,750.00) shall be distributed to PAGA Members, representing
14 25% of the civil penalties awarded under the terms of the Settlement Agreement pursuant to
15 the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698,
16 *et seq.*

17 17. From the Gross Settlement Amount, each Plaintiff shall be paid Ten Thousand
18 Dollars (\$10,000.00) for their service as a class representative and for their agreement to a
19 general release of claims.

20 18. From the Gross Settlement Amount, Sixty-Eight Thousand Five Hundred
21 Dollars and Zero Cents (\$68,500.00) shall be paid to the Settlement Administrator, Phoenix
22 Settlement Administrators.

23 19. From the Gross Settlement Amount, Class Counsel is awarded One Million Two
24 Hundred Fifty Thousand Dollars and Zero Cents (\$1,250,000.00) for reasonable attorneys'
25 fees and Forty-One Thousand Two Hundred Sixty-Eight Dollars and Eighty Cents
26 (\$41,268.80) for reasonable costs incurred in the Action. The fees and costs shall be distributed
27 to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in
28 light of the benefit provided to the Class.

1 20. Without affecting the finality of this Order in any way, this Court retains
2 continuing jurisdiction over the implementation, interpretation, and enforcement of the
3 Settlement with respect to all Parties to this action, and their counsel of record.

4 21. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby
5 granted, and the Court directs that judgment shall be entered in accordance with the terms of
6 this Order.

7 22. The Parties shall bear their own respective attorneys' fees and costs, except as
8 otherwise provided for in the Settlement and approved by the Court.

9 23. The Court sets a non-appearance hearing to confirm the distribution of the
10 Settlement as set forth herein for _____, at 8:30 a.m. Plaintiffs'
11 Counsel shall submit a declaration from the Claims Administrator confirming that the
12 distribution of funds is complete, including any distribution to the *Cy Pres* recipient, per the
13 Settlement Agreement, no later than five court days before the hearing.

14 IT IS SO ORDERED AND ADJUDGED.

15
16 Dated: _____

Hon. Michael T. Smyth