

AEGIS LAW FIRM, PC

SAMUEL A. WONG, State Bar No. 217104

KASHIF HAQUE, State Bar No. 218672

JESSICA L. CAMPBELL, State Bar No. 280626

JULIA M. TOSCANO, State Bar No. 326272

9811 Irvine Center Drive, Suite 100

Irvine, California 92618

Telephone: (949) 379-6250

Facsimile: (949) 379-6251

Email: jtoscana@aegislawfirm.com

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

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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 GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: May 1, 2026

Time: 8:30 a.m.

Dept.: C-67

Action Filed: September 25, 2024

Trial Date: April 10, 2026

1 Plaintiffs Jaylene Isabel Coronado, Tione Randle, Christina Aguas, Jacinto Carbajal,
2 Lily De Los Santos, Jesus Ponce, Carlos Prieto, Cindy Rocha, Arieta Veikoso, Jacklen
3 Monterrosa, and Lawrence Perlmutter's (collectively, "Class Representatives" or "Plaintiffs")
4 Motion for Preliminary Approval of Class Action Settlement was filed with the Court on April
5 9, 2026, and a hearing was held before this Court on May 1, 2026.

6 The Court has considered the Joint Stipulation of Class Action and PAGA Settlement
7 and Release ("Settlement" or "Settlement Agreement") and all other papers filed in this action.

8 **NOW THEREFORE, IT IS HEREBY ORDERED:**

9 1. This Court grants preliminary approval of the Settlement Agreement between
10 Plaintiffs and Defendant Coast 2 Coast Coaching, Inc. ("Defendant") filed herewith. The
11 Settlement Agreement appears to be fair, adequate, and reasonable to the Class;

12 2. The Class Representatives and Defendant (hereafter, "Settling Parties"), through
13 their counsel of record in the Litigation, have reached an agreement to settle all claims in the
14 Litigation on behalf of the Class (as defined below and in the Settlement Agreement) as a
15 whole;

16 3. The Court hereby conditionally certifies the following Class for settlement
17 purposes only: All current and former non-exempt employees of Coast 2 Coast Coaching, Inc.,
18 who worked in California at any time from May 3, 2019, through November 1, 2025.

19 Should for whatever reason the Settlement Agreement not become Final, the fact that
20 the Parties were willing to stipulate to certification of a class as part of the Settlement
21 Agreement shall have no bearing on, or be admissible in connection with, the Litigation or the
22 issue of whether a class should be certified in a non-settlement context.

23 4. The Court appoints and designates: (a) Plaintiffs Jaylene Isabel Coronado, Tione
24 Randle, Christina Aguas, Jacinto Carbajal, Lily De Los Santos, Jesus Ponce, Carlos Prieto,
25 Cindy Rocha, Arieta Veikoso, Jacklen Monterrosa, and Lawrence Perlmutter as Class
26 Representatives and (b) Samuel A. Wong, Kashif Haque, Jessica Campbell, and Julia M.
27 Toscano of Aegis Law Firm, PC, B. James Fitzpatrick and Alison L. Baker of Fitzpatrick &
28 Swanston, Larry W. Lee and Mai Tulyathan of Diversity Law Group, P.C., and David D.

1 Bibiyan of Bibiyan Law Group, P.C. as Class Counsel for the Class. Class Counsel is
2 authorized to act on behalf of the Class with respect to all acts or consents required by, or
3 which may be given, pursuant to the Settlement Agreement, and such other acts reasonably
4 necessary to finalize the Settlement Agreement and its terms. Any Class Member may enter
5 an appearance through his or her own counsel at such Class Member's own expense. Any
6 Class Member who does not enter an appearance or appear on his or her own behalf will be
7 represented by Class Counsel.

8 5. The Court hereby approves the terms and conditions provided for in the
9 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
10 falls within the range of reasonableness of a settlement, including the amount of the PAGA
11 penalties, and appears to be presumptively valid, subject only to any objections that may be
12 raised at the final fairness hearing and final approval by the Court. It appears to the Court on a
13 preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class
14 Members when balanced against the probable outcome of further litigation relating to liability
15 and damages issues. It also appears that investigation, research, and court proceedings have
16 been conducted so that counsel for the Settling Parties are able to reasonably evaluate their
17 respective positions. It appears to the Court that settlement at this time will avoid substantial
18 additional costs by all Settling Parties, as well as avoid the delay and risks that would be
19 presented by the further prosecution of the Litigation. It also appears that settlement has been
20 reached as a result of intensive, serious, and non-collusive arm's-length negotiations.

21 6. A final fairness hearing on the question of whether the proposed Settlement
22 Agreement, the allocation of payments to Participating Class Members, attorneys' fees and
23 costs to Class Counsel, payment of PAGA penalties to the Labor Workforce and Development
24 Agency, and the Class Representative Service Awards should be finally approved as fair,
25 reasonable, and adequate as to the members of the Class is hereby set for
26 _____, at _____ in this Court.

27 7. The Court hereby approves, as to form and content, the Notice of Class Action
28 Settlement ("Notice Packet") to be sent to Class Members, which is attached as Exhibit A to

1 the Settlement Agreement. The Court finds that distribution of the Notice Packet substantially
2 in the manner and form set forth in the Settlement Agreement and this Order meets the
3 requirements of due process and shall constitute due and sufficient notice to all parties entitled
4 thereto.

5 8. The Court appoints and designates Phoenix Settlement Administrators as the
6 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide
7 the approved Notice Packet to Class Members using the procedures set forth in the Settlement
8 Agreement.

9 9. The Response Deadline is forty-five (45) calendar days from the initial mailing
10 of the Notice Packet by the Settlement Administrator, as set forth in the Parties' Settlement
11 Agreement.

12 10. Any Class Member may choose to opt out of and be excluded from the
13 settlement as provided in the Settlement Agreement and Notice Packet and by following the
14 instructions for requesting exclusion. With the exception of the Released PAGA Claims, any
15 person who timely and properly opts out of the settlement will not be bound by the Settlement
16 Agreement, or have any right to object, appeal, or comment thereon. Any opt out request must
17 be in writing and signed by each such Class Member opting out and must otherwise comply
18 with the requirements delineated in the Notice Packet. Class Members who have not
19 requested exclusion by submitting a valid and timely Request for Exclusion, by the Response
20 Deadline, shall be bound by all determinations of the Court, the Settlement Agreement, and
21 Judgment.

22 11. Any Class Member may object to the Settlement Agreement or express his or
23 her views regarding the Settlement Agreement and may present evidence and file briefs or
24 other papers that may be proper and relevant to the issues to be heard and determined by the
25 Court as provided in the Notice Packet.

26 12. The Motion for Final Approval shall be filed by the Class Representatives. All
27 moving papers shall be filed in compliance with the deadlines set forth in California Code of
28 Civil Procedure § 1005(b).

1 13. The Court reserves the right to adjourn or continue the date of the Settlement
2 Fairness Hearing and all dates provided for in the Settlement Agreement without further notice
3 to the Class, and retains jurisdiction to consider all further applications arising out of or
4 connected with the Settlement Agreement.

5 **IT IS SO ORDERED.**

6
7 Dated: _____

HON. MICHAEL T. SMYTH
SUPERIOR COURT OF CALIFORNIA