

D.LAW, INC.

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on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LUIS OBISPO**

LEANNE RAE WHITE, on behalf of herself and
on others similarly situated,

Plaintiff,

vs.

COASTHILLS FEDERAL CREDIT UNION
d/b/a COASTHILLS CREDIT UNION, a
federally chartered credit union; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 24CV-0194

Assigned For All Purposes To:
Honorable Craig van Rooyen
Department: 2

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT
AGREEMENT; FINAL JUDGMENT**

*[filed concurrently with Plaintiff's Notice of
Motion and Motion; Memorandum of Points and
Authorities; and Declarations of Enoch J. Kim
and Michael Sutherland]*

Hearing Date:
Time:
Department: 2

Original Complaint Filed: March 27, 2024
First Amended Complaint Filed: May 31, 2024
Trial Date: None Set

1 **ORDER**

2 On _____, 2026 at _____ a.m./p.m. in Department 2, Plaintiff Leanne Rae White
3 (“Plaintiff”)’s unopposed Motion for Approval of PAGA Settlement Agreement (“Settlement
4 Agreement” or “Settlement”) entered into by and between Plaintiff, on behalf of herself, the State of
5 California, and all aggrieved employees (the “Aggrieved Employees”), and Defendant CoastHills
6 Federal Credit Union d.b.a. CoastHills Credit Union (“Defendant”), came before the Court for hearing
7 pursuant to the Private Attorneys General Act (“PAGA”), California Labor Code § 2698 *et seq.*
8 Plaintiff appeared via his counsel (“PAGA Counsel”) and counsel also appeared for Defendant
9 (“Defense Counsel”). There were no other appearances and no objections to the Motion for Approval
10 of Representative PAGA Settlement Agreement (“Motion”). Having considered the Motion, the
11 Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE
12 having been shown, Plaintiff’s Motion is GRANTED.

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

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

19 2. Aggrieved Employees are defined as all current and former non-exempt hourly
20 employees employed by Defendant in the State of California during the PAGA Period, which is the
21 period from March 27, 2023 to July 15, 2025.

22 3. The Court has considered the nature of the claims, the amount paid in settlement,
23 which is \$224,000.00 (“Gross Settlement Amount”), the allocation of settlement proceeds among the
24 Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties’
25 respective positions rather than the result of a finding of liability at trial. The Court hereby finds the
26 Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has
27 been reached as a result of serious and non-collusive, arm’s-length negotiations. The Court therefore
28 approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate

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

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

5 5. Effective upon the date Defendant fully funds the entire Gross Settlement Amount,
6 Plaintiff and Aggrieved Employees shall be bound by the following release set forth in the Settlement
7 Agreement:

8 Release by Aggrieved Employees:

9 All Aggrieved Employees are deemed to release, on behalf of themselves and their
10 respective former and present representatives, agents, attorneys, heirs, administrators,
11 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 Operative Complaint and the PAGA Notice. ("Released PAGA Claims")

12 "Released Parties" means Defendant and its past, present, and future owners, officers,
13 directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers,
14 partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates,
15 divisions, successors, agents and principals, and their heirs, estates, executors, administrators,
16 servants, insurers, attorneys, assigns, and any individual or entity that could be jointly liable with
17 Defendant, and each of them

18 6. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are
19 admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations
20 alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of any
21 wrongdoing by Defendant, or any of the other Released Parties.

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

24 8. Pursuant to the terms of the Settlement, the Court awards a PAGA Counsel Fees
25 Payment to PAGA Counsel in the total amount of **\$74,666.67**, to be paid out of the Gross Settlement
26 Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the Action.

27 9. Pursuant to the terms of the Settlement, the Court awards a PAGA Counsel Litigation
28 Expenses Payment to PAGA Counsel in the amount of **\$20,372.78**, 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.

10. The Court appoints Apex Class Action ("Apex") to serve as the Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards administration related payments in the amount of **\$4,990.00** to Apex as compensation for its fees and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

11. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of approximately **\$123,970.55** shall be allocated as follows: 75% (**\$92,977.91**) will be paid to the LWDA and the remaining 25% (**\$30,992.64**) will be paid to the Aggrieved Employees pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

12. The Court shall examine the final accounting at a Compliance Hearing set on _____, 2026.

13. Defendant 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.

14. The Court hereby approves the settlement payment letter, attached as Exhibit A to the Settlement Agreement, to be mailed to Aggrieved Employees along with the Individual PAGA Payments by the Administrator.

15. 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.

16. 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.

17. 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.

18. 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-

1 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
2 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right
3 to oppose such motions, writs or appeals. If another individual or entity who is not a Party to this
4 Settlement Agreement appeals the Judgment, the Parties' obligations to perform under the Settlement
5 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
6 becomes final.

7 **IT IS SO ORDERED.**

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9 DATED: _____, 2026

10 Hon. Craig van Rooyen
11 Judge of the Superior Court
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