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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

12 CHERYL A. GERRISH and SHENIKA
13 AKINS, individually, and on behalf of all
14 others similarly situated,

15 Plaintiffs,

16 vs.

17 ORANGE COUNTY'S CREDIT UNION;
18 and DOES 1 through 10, inclusive,

19 Defendants

Case No.: 30-2024-01400951-CU-OE-CXC

[Assigned for all purposes to: Hon. William
Claster, Dept. CX101]

**[REVISED PROPOSED] ORDER GRANTING
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

PAGA APPROVAL HEARING:

Date: October 31, 2025

Time: 9:00 a.m.

Dept.: CX101

Complaint filed: May 21, 2024

Trial date: Not set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

NOV 03 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: _____ DEPUTY

~~REVISED PROPOSED~~ **PAGA APPROVAL ORDER**

Plaintiffs Cheryl A. Gerrish and Shenika Akins ("Plaintiffs") and Defendant Orange County's Credit Union ("Defendant") (collectively, the "Parties") have reached a settlement of the above-captioned matter (the "Action"). Pursuant to the California Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA"), Plaintiffs have filed a Motion for Approval of PAGA Settlement ("Plaintiffs' Motion") seeking approval of the Parties' PAGA Settlement Agreement (the "Settlement"). A true and correct copy of the Settlement is attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiffs' Motion for Approval of PAGA Settlement ("Moon Decl.").

The Court, having duly considered Plaintiffs' Motion, the supporting declarations and exhibits thereto, including the Settlement, all other papers filed and proceedings had herein, and having reviewed the record in this Action, and good cause appearing, **HEREBY ORDERS AND DECREES AS FOLLOWS:**

1. The Court now GRANTS approval of Plaintiffs' Motion and the Settlement, subject to modifications provided under this PAGA Approval Order. All capitalized terms used for purposes of this PAGA Approval Order have the same meaning as given in the Settlement, unless otherwise indicated.

2. The Court finds that the terms of the Settlement are reasonable. In granting settlement approval, the Court has considered the factors identified in *O'Connor v. Uber Technologies* (N.D. Cal. 2016) 201 F.Supp.3d 1110, *Villalobos v. Calandri Sunrise Farm LP* (C.D. Cal. July 22, 2015) No. CV 12-2615 PSG (JEMx), 2015 WL 12732709, and other relevant authority providing a coherent framework for evaluating this Settlement.

3. The Court finds the Settlement was the product of informed, arm's-length, non-collusive negotiations by the Parties. In making these findings, the Court considered Defendant's potential liability, the benefit to the State of California, allocation of settlement proceeds among Aggrieved Employees, and the fact that the Settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court further finds that the terms of the Settlement have no obvious deficiencies. The Court finds that the risks of further prosecution are substantial and include: (1) the risks that penalties would be reduced after evaluation of the totality of the circumstances, and (2) the possibility that no penalties would be awarded for some or all of the alleged violations.

1 4. The Court finds that Plaintiffs have exhausted all administrative remedies required to
2 bring the PAGA claims asserted in this Action and are authorized to act as private attorneys general
3 with respect to the PAGA claims being released under the terms of the Settlement. Pursuant to California
4 Labor Code section 2699(s)(2), the LWDA was given advanced notice of the Settlement, has not objected,
5 and is therefore bound by this PAGA Approval Order.

6 5. For purposes of Settlement, the Court identifies the "Aggrieved Employees" as:

7 All current and former non-exempt employees who worked
8 for Defendant in California at any time during the PAGA Period.

9 6. For purposes of Settlement, the Court identifies the "PAGA Period" as:

10 May 19, 2023, through the earlier of 60 days from the date of mediation or the
11 date of the Court's Approval Order.

12 7. The Gross Settlement Amount shall be at least **\$300,000.00**, subject to potential increase
13 under the Settlement's Escalator Clause. In accordance with the Settlement's Escalator Clause, the event the
14 Settlement Administrator determines the actual number of PAGA Pay Periods as of the Court's Approval
15 Order is more than 10% of the estimated count (i.e., if the actual number of PAGA Pay Periods is more
16 than 15,970.9), then Defendant shall make a pro-rata increase to the Gross Settlement Amount for each
17 additional pay period above the escalator.

18 8. The Court approves ILYM Group, Inc. to serve as the Settlement Administrator and awards
19 an Administration Costs Payment in an amount of **\$4,250.00** to effectuate administration of the Settlement.
20 In the event the actual amount of administration costs is less, the difference shall be allocated to the Net
21 Settlement Amount.

22 9. The Court appoints Plaintiffs' Counsel of record Kane Moon, Allen Feghali, and
23 Charlotte Mikat-Stevens of Moon Law Group, PC as PAGA Counsel.

24 10. The Court awards to PAGA Counsel a PAGA Counsel Fees Payment in the amount of
25 **\$90,000.00**, or 30% of the Gross Settlement Amount as payment for reasonable attorneys' fees. The Court
26 finds this amount to be a reasonable result in light of the quality of the result obtained, the work performed by
27 counsel, and the estimated lodestar. In approving this amount, the Court is not approving any particular hourly
28 billing rates proposed by counsel.

11. The Court awards to PAGA Counsel a PAGA Counsel Costs Payment in the amount of **\$18,512.00**, reflecting all costs claimed in PAGA Counsel's costs ledger and estimate of \$90 in further costs. In the event the actual amount of litigation costs is less, the difference shall be allocated to the Net Settlement Amount.

12. After deducting the PAGA Counsel Fees Payment, the PAGA Counsel Costs Payments, and the Administration Costs Payment from the Gross Settlement Amount, the amount remaining as the Net Settlement Amount shall be no less than **\$187,238.00**. From the Net Settlement Amount, the LWDA shall receive 75% (i.e., no less than **\$140,428.50**), and the Aggrieved Employees shall receive 25% (i.e., no less than **\$46,809.50**). In the event the Settlement Administrator determines the Settlement's Escalator Clause was triggered, the amounts to the LWDA and Aggrieved Employees shall increase accordingly.

13. The Court identifies the "Released PAGA Claims" ~~as~~ *per the terms of the Settlement Agreement.*

WDL
Upon entry of the Court's settlement approval order and Defendant's full settlement funding, Plaintiffs will release, on behalf of themselves, the LWDA, and all other Aggrieved Employees, all claims against the Released Parties for civil penalties under the California Private Attorney's General Act of 2004, Lab. Code §§ 2698, *et seq.*, arising during the PAGA Period and which were alleged in Plaintiffs' PAGA Notices to the LWDA and in Plaintiffs' operative Second Amended Representative Action.

14. The Court identifies the "Released Parties" ~~as~~ *per the terms of the Settlement Agreement.*

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Defendant and each of its past, present and future owners, parents, affiliates, related companies, divisions, subsidiaries, and all their past, present and future officers, directors, partners, members, managers, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, affiliates, assigns, advisors, accountants, attorneys, insurers, reinsurers, trustees, heirs, executors, administrators, and representatives.

15. The Court will enter Judgment in accordance with this PAGA Approval Order.

16. Upon entry of this PAGA Approval Order and the accompanying Judgment, the Parties and the Settlement Administrator shall effectuate all terms of the Settlement based on the provisions and timelines set forth therein and consistent with this PAGA Approval Order, including:

- a. Within fourteen (14) calendar days of this PAGA Approval Order, Defendant shall provide the Settlement Administrator with the Aggrieved Employee Data.

- b. Within thirty (30) calendar days of this PAGA Approval Order, Defendant shall fund the Gross Settlement Amount, and any increase owed pursuant to the Escalator Clause, by transmitting the funds into a Qualified Settlement Fund established and maintained by the Settlement Administrator.
- c. Within fourteen (14) calendar days of Defendant's full funding of all settlement amounts owed, the Settlement Administrator shall disburse all payments in the amounts as approved by this PAGA Approval Order.
- d. Within fourteen (14) calendar days of the expiration of the 180-day void period, the Settlement Administrator shall provide the Parties with an accounting of the amounts paid from the Settlement and amounts of any funds remaining uncashed and/or undeposited.

17. Nothing in the Settlement, this PAGA Approval Order, or the accompanying Judgment will be construed as an admission or concession by any Party.

18. Pursuant to California Code of Civil Procedure section 664.6 and notwithstanding entry of this PAGA Approval Order or the accompanying Judgment, the Court shall retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in the Settlement.

IT IS SO ORDERED AND DECREED.

Dated: 10/31/25

William D. Claster
Hon. William Claster
Orange County Superior Court Judge