

1 Kane Moon (SBN 249834)
 Allen Feghali (SBN 301080)
 2 Edwin Kamarzarian (SBN 3227830)
MOON & YANG, APC
 3 1055 West Seventh Street, Suite 1880
 Los Angeles, California 90017
 4 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125
 5 E-mail: kane.moon@moonyanglaw.com
 E-mail: allen.feghali@moonyanglaw.com
 6 E-mail: edwin.kamarzarian@moonyanglaw.com

FILED
 SUPERIOR COURT of CALIFORNIA
 COUNTY of SANTA BARBARA
08/31/2022
 Darrel E. Parker, Executive Officer
 BY Allain, Kelley
 Deputy Clerk

7 *Attorneys for Plaintiff Melina Pagoulatos*

8
 9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 10 FOR THE COUNTY OF SANTA BARBARA

11 MELINA PAGOULATOS, individually, and on
 12 behalf of all others similarly situated,

13 *Plaintiff,*

14 vs.

15 COASTHILLS CREDIT UNION, a California
 corporation; and DOES 1 through 10, inclusive,

16 *Defendants.*

Case No.: 20CV02801

[Honorable James F. Rigali, Department 2]

~~PROPOSED~~ ORDER GRANTING
 PLAINTIFF'S MOTION FOR
 PRELIMINARY APPROVAL OF CLASS
 ACTION SETTLEMENT

*[Filed concurrently with the Declaration of
 Kane Moon In Support Of Plaintiff's Further
 Briefing Re: Plaintiff's Motion For
 Preliminary Approval Of Class Action
 Settlement]*

PRELIMINARY APPROVAL HEARING

Date: August 30, 2022

Time: 8:30 AM

Dept: 2

1 The Court has before it the unopposed Motion for Preliminary Approval of Class
2 Action Settlement (“Motion”) of Plaintiff Melina Pagoulatos (“Plaintiff”). Having reviewed
3 the Notice of Motion, Motion, Declaration of Kane Moon, Declaration of Melina Pagoulatos,
4 and Joint Stipulation of Class Action Settlement (“Settlement”), and good cause appearing,

5 **THE COURT HEREBY ORDERS AS FOLLOWS:**

6 1. The Settlement, which is attached to the Declaration of Kane Moon in Support
7 of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (“Moon
8 Declaration”) as Exhibit 1, appears to be fair, adequate, and reasonable, and therefore, appears
9 to meet the requirements for preliminary approval. In particular, the Settlement appears to be
10 fair and reasonable in light of the good faith, non-collusive negotiations between the Parties,
11 which resulted in the Settlement; the significant informal discovery, investigation, and
12 research conducted by the Parties, which enabled them to intelligently evaluate, litigate, and
13 mediate the alleged claims; the probable outcome of further litigation relating to class
14 certification, liability, and damages; the substantial costs, delay, and risks of further litigation
15 relating to the same; and the risk of potential appeal.

16 2. The Settlement provides that Defendant will pay a Gross Settlement Amount of
17 One Million One Hundred Thousand Dollars and Zero Cents (\$1,100,000.00), which will
18 cover: (a) Attorneys’ Fees, which are not to exceed Three Hundred Eighty-Five Thousand
19 Dollars and Zero Cents (\$385,000.00); (b) Litigation Costs, which are not to exceed Eighteen
20 Thousand Dollars and Zero Cents (\$18,000.00); (c) the Service Payment, which is not to
21 exceed Ten Thousand Dollars and Zero Cents (\$10,000.00); (d) the PAGA Allocation, which
22 is One Hundred Thousand Dollars and Zero Cents (\$100,000.00); (e) Settlement
23 Administration Costs, which are estimated not to exceed Twenty Thousand Dollars and Zero
24 Cents (\$20,000.00); and (f) Settlement Class Payments, which are to be calculated by the
25 Settlement Administrator. (Settlement, § 27.) These terms appear to fall within the range of
26 possible approval, pursuant to California Code of Civil Procedure section 382 and other
27 applicable law. Further, these terms appear to fall within the range of reasonableness of a
28 settlement that could be given final approval by this Court.

1 3. The Settlement Class, which means all current and former non-exempt
2 employees of Defendant who worked in California from September 1, 2016 through August
3 27, 2022 (Settlement, §§ 3, 4), is provisionally certified for settlement purposes only. The
4 Settlement Class is provisionally certified because it appears to meet the following
5 requirements for certification under California Code of Civil Procedure section 382: (1) the
6 Settlement Class is so numerous that joinder is impractical; (2) there are questions of law and
7 fact that are common, or of general interest, to all Settlement Class Members which
8 predominate over individual issues; (3) Plaintiff’s claims are typical of the Settlement Class
9 Members’ claims; (4) Plaintiff and Class Counsel will fairly and adequately protect the
10 interests of the Settlement Class Members; and (5) a class action is superior to other available
11 methods for the fair and efficient adjudication of the controversy. The Court notes that Class
12 Members who do not request exclusion from the Settlement may object thereto and raise their
13 objections at the Final Approval Hearing on the Settlement.

14 4. The PAGA Employees, which means all current and former nonexempt employees
15 of Defendant who worked in California from September 1, 2019 through August 27, 2022
16 (Settlement, §§ 12, 16), are provisionally approved for settlement purposes only.

17 5. The Class Representative, the Class, each Settlement Class Member, and each
18 PAGA Employee, regardless of whether he or she has requested exclusion from the Settlement
19 of Class claims, will release claims in accordance with the terms of the Settlement upon Final
20 Approval by the Court of this Settlement and Defendant’s payment of all sums due pursuant to
21 this Settlement, and except as to such rights or claims as may be created by this Settlement.
22 With the exception of the Class Representative, who will be subject to a broader release in
23 accordance with the terms of the Settlement, the Settlement Class Members will be subject to
24 the following release terms:

- 25 a. **Identity of Released Parties.** “Released Parties” include Defendant, and each of
26 its/their former and present direct and/or indirect owners, dba’s, affiliates, parents,
27 subsidiaries, brother and sister corporations, divisions, related companies,
28 successors and predecessors, current and former employees, current and former

1 members, attorneys, officers, directors, shareholders, owners, trustees, fiduciaries,
2 beneficiaries, subrogees, executors, partners, privies, agents, servants, insurers,
3 representatives, administrators, employee benefit plans, and assigns of said entities.
4 (Settlement, § 38(a).)

5 b. **Date Release Becomes Active.** The Released Claims and Released PAGA Claims
6 will be released upon (1) the Settlement’s Effective Date, and (2) the satisfaction of
7 Defendant’s obligation to provide to the Settlement Administrator a sum in the
8 amount required to satisfy all required payments and distributions pursuant to the
9 Settlement and the Order and Judgment of final approval. (Settlement, § 38(b).)
10 Settlement Class Members will not release the Released Claims or Released PAGA
11 Claims until both the Effective Date of the Settlement has occurred and Defendant
12 has paid all amounts owing under the Settlement. (*Id.*)

13 c. **Claims Released by Settlement Class Members:** Each and every Class Member,
14 on behalf of himself or herself and his or her heirs and assigns, unless he or she
15 has submitted a timely and valid Request for Exclusion (which will not effectuate
16 an opt-out from the release of Released PAGA Claims), hereby releases the
17 Released Parties from the following claims for the entire Class Period:

- 18 i. any and all claims stated in the Action, or that could have been stated
19 based on the facts alleged in the Action, including but not limited to all
20 state wage and hour claims (including all claims under the California
21 Labor Code) for unpaid wages, minimum wage, sick pay, overtime, off-
22 the-clock work, meal periods, rest periods, wage statement violations,
23 interest, penalties, and attorneys’ fees, waiting time penalties, withholding
24 from wages and the related provisions of the Labor Code including but
25 limited to Labor Code §§ 201-204, 210, 216, 218.5, 218.6, 226, 226.3,
26 226.7, 245-249, 510, 512, 512.5, 558, 1174, 1194, 1194.2, 1197, 1197.1,
27 1198, derivative claims under California Business & Professions Code §§
28

1 17200, *et seq.*, and all claims under the governing Wage Order.
2 (Settlement, § 38(c)(1).)

3 ii. as to any Class Member who cashes their Settlement Payment, the
4 Settlement Administrator shall include language on the Settlement
5 Payments that informs the Class Members that the signing and negotiation
6 of that check shall serve as the Class Member's consent to join the Action
7 for purposes of releasing all claims arising under the Fair Labor Standards
8 Act that are alleged in the Action or related to the claims stated or that
9 could have been stated in the Action, implicitly or explicitly. (Settlement,
10 § 38(c)(2).)

11 d. **Claims Released by Class Members:** All Class Members, including all PAGA
12 Employees, regardless of whether they have requested exclusion from the
13 Settlement as to the Released Claims, hereby release the Released Parties from the
14 following claims for the entire PAGA Period:

15 i. all claims for penalties and any other available relief pursuant to PAGA, to
16 the extent asserted in Plaintiff's administrative exhaustion letter submitted
17 to the LWDA in this Action, arising during the PAGA Period. (Settlement,
18 §§ 16, 38(d).)

19 e. **Class Release Period:** Upon final approval of the Settlement, the Class Claims
20 shall be released from September 1, 2016 through August 27, 2022.

21 f. **Released PAGA Period:** Upon final approval of the Settlement, the PAGA
22 Claims shall be released from September 1, 2019 through August 27, 2022.

23 6. The Service Payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) is
24 preliminarily approved, and Plaintiff Melina Pagoulatos is appointed as Class Representative
25 for this matter. (Settlement, § 27(n).)

26 7. Settlement Administration Costs not to exceed Twenty Thousand Dollars and
27 Zero Cents (\$20,000.00) are preliminarily approved, and Phoenix Settlement Administrators is
28 appointed as Settlement Administrator for this matter. (Settlement, § 27(p).)

1 8. Attorneys' Fees of Three Hundred Eighty-Five Thousand Dollars and Zero
 2 Cents (\$385,000.00), and Litigation Costs not to exceed Eighteen Thousand Dollars and Zero
 3 Cents (\$18,000.00) are preliminarily approved, and Moon & Yang, APC is appointed as Class
 4 Counsel for this matter. (Settlement, § 27(m).)

5 9. The Notice of Settlement, as to form and content, is preliminary approved. On a
 6 preliminary basis, the plan for distribution of the Notice to Settlement Class Members satisfies
 7 Due Process, provides the best notice practicable under the circumstances, and shall constitute
 8 due and sufficient notice to all persons entitled thereto. The Notice of Settlement is attached to
 9 the Settlement as Exhibit A.

10 10. A Final Fairness Hearing on the question of whether the Settlement terms,
 11 including the Service Payment, Settlement Administration Costs, Attorneys' Fees, and
 12 Litigation Costs should be finally approved as fair, adequate, and reasonable to the Settlement
 13 Class Members is hereby set in accordance with the following Implementation Schedule:

14	Defendant to provide Class Database to the Settlement Administrator	Within fifteen (15) calendar days from the date of preliminary approval by the Court
15		
16		
17	Settlement Administrator to mail the Notice Packets by First Class Mail	Within thirty (30) calendar days from the date of preliminary approval by the Court
18		
19		
20	Response Deadline	Within forty-five (45) days after the Settlement Administrator initially mails the Notice to Settlement Class Members or within fourteen (14) calendar days from re-mailing
21		
22		
23	Deadline to file Motion for Final Approval	_____, 2022
24		
25	Final Approval Hearing	_____, 2022 at _____ in Department 2
26		
27		
28		

1 11. If any of the dates in the above Implementation Schedule fall on a weekend or
2 bank or court holiday, the time to act shall be extended to the next business day.

3 12. Pending further order of this Court, all proceedings in this lawsuit, except those
4 contemplated herein and in the Settlement, are stayed.

5 13. To facilitate the administration of the Settlement pending Final Approval, the
6 Court hereby enjoins the Plaintiff and all Settlement Class Members from filing or prosecuting
7 any claims, suits, or administrative proceedings, including filing claims with the Division of
8 Labor Standards Enforcement of the California Department of Industrial Relations regarding
9 claims released by the Settlement, unless and until such Class Members have filed valid
10 Requests for Exclusion with the Settlement Administrator and the time for filing claims with
11 the Settlement Administrator has lapsed.

12 14. The Settlement is preliminarily approved but is not an admission by the
13 Defendant of the validity of any claims in the Class and PAGA action, or of any wrongdoing
14 or violation of law by Defendant. Neither the Settlement nor any related document shall be
15 offered or received in evidence in any civil, criminal, or administrative action or proceeding
16 other than such proceedings as may be necessary to consummate or enforce the Agreement
17 and Settlement. The obligations set forth in the Settlement are deemed part of this Order. The
18 Parties are to carry out the Settlement in accordance with its terms.

19 **IT IS SO ORDERED.**

20 **08/31/2022**

21 DATE: _____

22 _____
23 Honorable James F. Rigali
24 Judge of the Santa Barbara Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 1055 West Seventh Street, Suite
5 1880, Los Angeles, California 90017. On **August 4, 2022**, I served the foregoing document
6 described as:

7 **[PROPOSED] ORDER GRANTING PLAINTIFF’S MOTION FOR PRELIMINARY**
8 **APPROVAL OF CLASS ACTION SETTLEMENT**

9 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s) addressed
10 as follows:

11 Jeffrey A. Dinkln
12 Jared W. Speier
13 **STRADLING YOCCA CARLSON & RAUTH**
14 **A PROFESSIONAL CORPORATION**

15 800 Anacapa Street, Suite A
16 Santa Barbara, CA 93101
17 Telephone: (805) 730-6800
18 Facsimile: (805) 730-6801
19 jdinkin@stradlinglaw.com
20 jspeier@stradlinglaw.com

21 *Attorney for Defendants Coasthills Credit Union*

22 **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
23 envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with
24 the firm’s practice of collection and processing correspondence for mailing. Under that
25 practice it would be deposited with U.S. postal service on that same day with postage
26 thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am
27 aware that on motion of the party served, service is presumed invalid if postal
28 cancellation date or postage meter date is more than one day after date of deposit for
mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this, **August 4, 2022** at Los Angeles, California.

29 _____
30 Janelle Jickain
31 Type or Print Name

32 _____
33 
34 Signature