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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN FRANCISCO**

13 LILIYA GOTISHAN, as an individual and
14 on behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 KYO AUTISM THERAPY, LLC, a
18 California limited liability company; and
19 DOES 1-50, inclusive,

20 Defendants.

Case No.: CGC-21-596378

☒ [PROPOSED] ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND REQUEST FOR
ATTORNEY'S FEES AND COSTS

Date: September 14, 2023
Time: 9:30 a.m.
Dept.: 302

FILED
Superior Court of California
County of San Francisco
OCT 26 2023
CLERK OF THE COURT
BY: *[Signature]*
Deputy Clerk

1 The Court, having read the papers filed regarding Plaintiff's unopposed Motion for Final
2 Approval of Class Action Settlement and Request for Attorney's Fees and Costs, and having heard
3 argument regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Stipulation of Class and Representative Action Settlement and Release,
7 attached as Exhibit 1 to the Declaration of Zachary M. Crosner (filed on or about December 21,
8 2022) (the "Settlement Agreement"), is the product of arms-length negotiations between the
9 parties and the terms of the Settlement Agreement are fair, reasonable, adequate, and in the best
10 interests of the Settlement Class. The Settlement Agreement therefore is finally approved, and its
11 terms incorporated herein. The Court orders the parties to the Settlement Agreement to perform
12 forthwith their respective duties and obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its April
14 12, 2023 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
15 Procedure Section 382 for purposes of settlement only. The Settlement Class includes "All
16 current and former non-exempt employees employed by Defendant Kyo Autism Therapy, LLC
17 ("Kyo") in the State of California from November 10, 2017, through January 1, 2023."

18 4. The Court adjudges Plaintiff and the Participating Class Members to have released
19 and forever discharged the Released Parties (as defined in the Settlement Agreement), to the
20 fullest extent permitted by law, from all Claims asserted in the operative Complaint or that could
21 have been asserted in the operative Complaint based on the facts alleged therein, including claims
22 for: (i) failure to pay minimum wage in violation of Labor Code sections 1194, 1197, and 1197.1;
23 (ii) failure to pay overtime in violation of Labor Code sections 510, 1194, and 1198; (iii) failure to
24 provide meal periods and pay meal period premiums in violation of Labor Code sections 226.7
25 and 512; (iv) failure to provide rest breaks and pay rest break premiums, including nonpayment
26 and underpayment, in violation of Labor Code section 226.7; (v) failure to timely pay final wages
27 in violation of Labor Code sections 201, 202, and 203; (vi) failure to provide accurate wage
28 statements in violation of Labor Code section 226; (vii) failure to reimburse business expenses in

1 violation of Labor Code sections 2800 and 2802; (vii) violation of Business and Professions Code
2 section 17200, et seq.; (ix) violation of the Private Attorney General Act, Labor Code section
3 2699, et seq. on the basis of violation of the foregoing Labor Code claims as well as any claims
4 related to unlawful background checks under Labor Code 1024.5 and 432.7, and any violations of
5 California's sick leave requirements found in Labor Code Sections 245 through 248.5; and (x)
6 any other wage and hour claims, or claims for violations of the Labor Code and or the Fair Labor
7 Standards Act, that were asserted or could have been asserted based on the factual or legal
8 allegations contained in Plaintiff's First Amended Complaint, and that arose any time during the
9 Class Period.

10 5. Plaintiff Liliya Gotishan only, in addition to the claims being released by all
11 Participating Class Members and PAGA Employees, is adjudged to have released and forever
12 discharged the Released Parties, to the fullest extent permitted by law, of and from any and all
13 claims, known and unknown, asserted and not asserted, which Plaintiff had or may have against
14 the Released Parties as of the date of execution of the Settlement Agreement.

15 6. One Class Member - Niti Malhorta – submitted a timely and valid request for
16 exclusion. Accordingly, this individual is excluded from the Class and is not bound by the
17 Settlement Agreement or this Order, except as to the release of claims under PAGA.

18 7. The Settlement Administrator is ordered to distribute to the participating Class
19 Members their respective individual settlement payments from the Net Settlement Amount as
20 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after the
21 check void date shall be forwarded to the California State Controller's Unclaimed Property Fund.
22 No funds shall revert to any Defendant.

23 8. The Court further orders that the Class Members be provided with notice of Entry
24 of Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post
25 a copy of both this Order and the Judgment on its website for sixty (60) days.

26 9. The Court approves an award of attorney's fees to Class Counsel in the amount of
27 \$338,333.33, and an award of costs and expenses in the amount of \$14,470.08. Such amounts
28 shall be paid as provided in the Settlement Agreement.

1 10. The Court approves a service payment to plaintiff and Class Representative Liliya
2 Gotishan in the amount of \$10,000.00, and the Settlement Administrator is ordered to make such
3 payment consistent with the terms of the Settlement Agreement.

4 11. The Settlement Agreement provides the Settlement Administrator, Atticus
5 Administration, LLC, shall be paid from the Gross Settlement Amount in an amount not to exceed
6 \$20,000.00. As set forth in the Declaration of Bryn Bridley, the Settlement Administrator is owed
7 \$20,000.00 for services rendered and to be rendered in administering the settlement. The Court
8 therefore orders that Atticus be paid the amount of \$20,000.00 consistent with the terms of the
9 Settlement Agreement.

10 12. A compliance hearing is set for September 13, 2024 at 9:30 a.m. in Department 302
11 of the San Francisco County Superior Court. The Parties are ordered to file a compliance report at
12 least ten (10) days before the compliance hearing.

13 13. Under California Rule of Court 3.769(h), without affecting the finality of this Order
14 in any way, the Court retains jurisdiction over: (1) implementation and enforcement of the
15 Settlement Agreement pursuant to further orders of this Court until the final judgment
16 contemplated becomes effective and each and every act agreed to be performed by the parties has
17 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
18 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
19 construction, and interpretation of the Settlement Agreement.

20 14. Neither this Order nor the Settlement Agreement upon which it is based are an
21 admission or concession by any party of any fault, omission, liability or wrongdoing. This Order
22 is not a finding of the validity or invalidity of any claims in this action or a determination of any
23 wrongdoing by any party. The final approval of the parties' settlement will not constitute any
24 opinion, position or determination of this Court as to the merits of the claims or defenses of any
25 party.

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~~15 Plaintiff is ordered to file a [Proposed] Judgment within ten (10) days of this Order.~~
IT IS SO ORDERED.

Dated: 10/25/23

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Judge of the Superior Court
RICHARD ULMER