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18 Attorneys for Defendants
19 THE WAGS CLUB LLC., ABIRAMI DE SILVA, and
20 YATHDEHI DE SILVA

21 SUPERIOR COURT OF THE STATE OF CALIFORNIA
22 COUNTY OF LOS ANGELES

23 GEORGE T. DAVIS,

24 Plaintiff,

25 v.

26 THE WAGS CLUB LLC., a California Limited
27 Liability Company; ABIRAMI DE SILVA, an
28 individual; YATHDEHI DE SILVA, an
individual; and DOES 1 through 20, inclusive,

Defendants.

Case No. 23STCV21623

**JOINT STIPULATION FOR COURT
APPROVAL OF INDIVIDUAL LABOR
CODE AND PAGA SETTLEMENT AND
DISMISSAL OF THE ACTION;
[PROPOSED] ORDER**

ASSIGNED FOR ALL PURPOSES TO
JUDGE TIMOTHY PATRICK DILLON,
DEPT. 73

Trial Date: N/A

Complaint Filed: September 8, 2023

1 **IT IS HEREBY STIPULATED** by and between Plaintiff GEORGE T. DAVIS (“Plaintiff”)
2 and Defendants THE WAGS CLUB LLC, ABIRAMI DE SILVA, and YATHDEHI DE SILVA
3 (collectively “Defendants”) (Plaintiff and Defendants, collectively, the “Parties”), by and through their
4 attorneys of record, that they jointly seek: (1) the Court’s approval of their PAGA Settlement
5 Agreement and the payment described therein resolving Plaintiff’s individual claim for relief under
6 the California Private Attorneys General Act, California Labor Code section 2698 *et seq.* (“PAGA”);
7 (2) dismissal of Plaintiff’s individual claims with prejudice; (3) dismissal of Plaintiff’s non-individual
8 representative PAGA and class claims without prejudice; and (3) the Parties bearing their respective
9 fees and costs.

10 1. On or about June 01, 2023, Plaintiff submitted a letter to the Labor Workforce
11 Development Agency (“LWDA”) on his own behalf and on behalf of other allegedly aggrieved
12 employees, to satisfy the administrative requirements to bring a civil suit for recovery of alleged
13 penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698
14 *et seq.*, Case No. LWDA-CM-958972-23 (“LWDA Letter”).

15 2. On or about, September 08, 2023, Plaintiff initiated a civil class action titled *George T.*
16 *Davis v. The Wags Club LLC, et al.*, Los Angeles Superior Court Case No. 23STCV21623, alleging
17 causes of action against Defendants for: 1) violation of the Private Attorneys General Act of 2004
18 (“PAGA”); 2) failure to pay minimum wage; 3) failure to compensate for all hours worked; 4) failure
19 to pay overtime compensation; 5) failure to pay rest period compensation; 6) failure to pay meal period
20 compensation; 7) failure to furnish accurate wage and hour statements; 8) failure to pay wages upon
21 discharge; 9) statutory penalties under Labor Code sections 203 and 558; 10) failure to indemnify and
22 illegal deductions from wages; and 11) unfair competition (“Civil Action”).

23 3. On February 28, 2024, the Court in the Civil Action granted the Defendants’ Motion
24 to Compel Arbitration, staying the non-individual/representative portion of the PAGA claim pending
25 arbitration. On March 29, 2024, Plaintiff submitted his demand for arbitration to JAMS, Case No.
26 5220005789 (“Arbitration Action”).

27 4. Defendants deny any and all liability alleged in the LWDA Letter, Civil Action, and
28 Arbitration Action. Defendant The Wags Club LLC maintains that it had, and continues to have,

1 legally-compliant employment practices throughout the statutory period. Defendants do not admit
2 that they ever violated any provision of the California Labor Code, including, but not limited to, those
3 sections for which Plaintiff seeks relief, or of any other law. Moreover, Defendants contend that
4 Plaintiff's employment was governed by a valid and enforceable arbitration agreement. However, the
5 Parties desire to resolve all of Plaintiff's individual claims against Defendants and to no longer proceed
6 with this Lawsuit. This Settlement was reached after extensive negotiations and exchange of relevant
7 information. The Parties believe and agree that this Settlement is a fair, adequate, and reasonable
8 resolution of the Action and have arrived at this Settlement in arms-length negotiations, taking into
9 account all relevant factors, present and potential.

10 5. The "Effective Date" of the PAGA Settlement Agreement is the date by which all of
11 the following have occurred: the Court in this Action approves the PAGA Settlement Agreement and
12 issues an order dismissing this Civil Action with prejudice as to Plaintiff's individual claims and
13 dismisses Plaintiff's non-individual representative PAGA claims without prejudice.

14 6. A true and accurate copy of the Parties' PAGA Settlement Agreement for which they
15 seek Court approval is attached as **Exhibit A**. If approved, this PAGA Settlement Agreement will be
16 reported to the LWDA in conformance with Labor Code section 2699(l).

17 7. The Parties separately negotiated a settlement of Plaintiff's non-PAGA claims,
18 including a general release of claims and a Civil Code section 1542 waiver, for which additional
19 consideration is being provided and which is memorialized in a separate Confidential Settlement
20 Agreement and Release and hereby stipulate and agree that Plaintiff's individual claims for alleged
21 violation of the California Labor Code as alleged in this Civil Action will be dismissed with prejudice.

22 8. In exchange for the consideration, undertakings and covenants undertaken by
23 Defendants in the PAGA Settlement Agreement, Plaintiff will release Defendants and the Released
24 Parties¹ of and from all manner of actions, suits, claims, damages, liabilities, penalties, arbitrations,

25 ¹ "Released Parties" are defined to include the Defendants, the Defendant The Wags Club LLC
26 ("Company") and all its affiliated or related entities, and all of the past, present or future owners or
27 members (including but not limited to Abirami De Silva and Yathdehi De Silva), affiliated, related
28 and/or parent or subsidiary entities of the Company, any successor or predecessor in interest to the
operations or the business of the Company, and all past, present and future owners, directors, officers,
board members, managers, supervisors, employees, agents, attorneys, co-employers, insurers, plans,
and representatives of the Company.

1 charges, claims for attorneys' fees, interest, expenses and costs, judgments, awards, orders, executions
2 or demands of any nature whatsoever, whether known or unknown, suspected or unsuspected, against
3 the Defendants and the Released Parties, or any of them, which Plaintiff ever had, now has, or which
4 Plaintiff or Plaintiff's heirs, assigns, executors or administrators hereafter can, shall or may have
5 arising under the California Private Attorneys General Act (California Labor Code section 2698 *et*
6 *seq.*) which includes claims brought under the PAGA predicated upon California Labor Code Sections
7 98.6, 98.7, 200, 201, 202, 203, 204, 206, 208, 216, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 226.8,
8 227.3, 351, 432.5, 450, 500, 510, 512, 516, 558, 1021.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
9 1197.1, 1198, 1198.5, 1199, 2100, 2101, 2102, 2103, 2107, 2108, 2111, 2112, 2802, 2804 and/or any
10 other California Labor Code provisions that could have been asserted under the PAGA in connection
11 with the LWDA Letter and Civil Action ("Released Claims"), including but not limited to any claims
12 for penalties, wages, interest and/or attorneys' fees and costs thereon arising from any and all of the
13 Released Claims.

14 9. Upon entry of the Order approving this PAGA Settlement Agreement, Plaintiff shall
15 be deemed to have fully, finally, and forever released, relinquished, and discharged the Defendants
16 and all of the Released Parties from the Released Claims (including, without limitation, claims for
17 related attorneys' fees and costs) regardless of the forum in which they may be brought, that arose
18 prior to the PAGA Settlement Agreement.

19 10. The Parties agree that Plaintiff, having settled and released claims against the
20 Defendants, is no longer an "aggrieved employee" and no longer has standing to pursue PAGA claims
21 on behalf of any other allegedly aggrieved employees and class claims on behalf of any other putative
22 class members. The Parties have further agreed to seek the dismissal of this action with prejudice as
23 to Plaintiff and without prejudice as to other allegedly "aggrieved employees," and putative "class
24 members," to the extent any such individuals exist.

25 11. In consideration for Plaintiff's agreement to settle and release his individual PAGA
26 claim, Defendants agrees to pay one hundred dollars and zero cents (\$100.00), of which: (1) \$75.00
27 (representing 75% of said \$100.00) will go to the LWDA; and (2) \$25.00 will be payable to Plaintiff
28 and shall represent payment for PAGA penalties and for which a form 1099 shall issue. Counsel for

1 Plaintiff shall distribute said amounts to the LWDA and to Plaintiff no later than fourteen (14) business
2 days of the Effective Date.

3 12. The Parties have agreed to cooperate in obtaining an Order from the Court approving
4 this PAGA Settlement Agreement at the earliest possible date. Pursuant to California Labor Code
5 section 2699(l)(2), the Superior Court shall review and approve any settlement of any civil action filed
6 pursuant to the PAGA. California Labor Code section 2699(l)(2) does not prescribe any procedure for
7 how to request court approval of a PAGA settlement. There is no requirement for a noticed motion.
8 Thus, this stipulation and request is submitted in lieu of a noticed motion. It is the Parties' intent that
9 this Stipulation and Proposed Order satisfy the requirements of California Labor Code section
10 2699(l)(2). However, the Parties agree to use their best efforts to expedite the preparation and
11 submission of whatever additional documents the Court may require, if any, in order to approve this
12 PAGA Settlement Agreement. The Parties further agree to fully cooperate in the drafting and/or filing
13 of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps
14 that may be requested by the Court relating to, or that are otherwise necessary to the approval and
15 implementation of this Settlement.

16 13. The Court's approval of the Settlement is a condition of the enforceability of this
17 PAGA Settlement Agreement. If the Court should for any reason fail to approve the PAGA Settlement
18 Agreement, then (a) the PAGA Settlement Agreement shall be considered null and void, (b) neither
19 the PAGA Settlement Agreement nor any of the related negotiations or proceedings shall be of any
20 force or effect, and (c) all Parties to the PAGA Settlement Agreement shall stand in the same position,
21 without prejudice, as if the PAGA Settlement Agreement had been neither entered into nor filed with
22 the Court.

23 14. Moreover, pursuant to California Rules of Court, Rule 3.770(a), filed concurrently
24 herewith is the accompanying Declaration of Sarkis Sirmabekian, in support of the dismissal of the
25 purported class action claims without prejudice, without hearing and without notice to the putative
26 class since dismissal will not prejudice putative class members.

27 15. Neither this PAGA Settlement Agreement nor any of its terms shall be offered or used
28 as evidence by any of the Parties, or their respective counsel in the Lawsuit or in any other action or

1 proceeding; provided, however, this shall not prevent the PAGA Settlement Agreement from being
2 used, offered, or received in evidence in any proceeding to enforce, construe, or finalize the PAGA
3 Settlement Agreement.

4 16. The PAGA Settlement Agreement is executed voluntarily and without duress or undue
5 influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

6 17. Defendants and Plaintiff shall each bear their own attorney's fees and costs except as
7 expressly agreed otherwise.

8 18. The Parties agree that upon the occurrence of the dismissal of this Lawsuit pursuant to
9 the terms of the PAGA Settlement Agreement and this Stipulation, the PAGA Settlement Agreement
10 shall be enforceable by the Court and pursuant to Code of Civil Procedure section 664.6, the Court
11 shall retain exclusive and continuing equity jurisdiction of this Lawsuit over all Parties to interpret and
12 enforce the terms, conditions and obligation of the Agreement.

13 **IT IS SO STIPULATED.**

14
15 Dated: January 2, 2025

SIRMABEKIAN LAW FIRM, PC

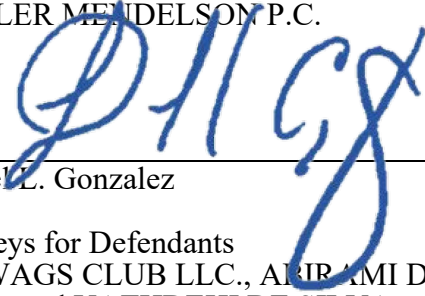
16
17 By: 

Sarkis Sirmabekian

18
19 Attorney for Plaintiff
GEORGE T. DAVIS

20 Dated: January 2, 2025

LITTLER MENDELSON P.C.

21
22
23 
Daniel L. Gonzalez

24 Attorneys for Defendants
25 THE WAGS CLUB LLC., ANIRAMI DE
26 SILVA, and YATHDEHI DE SILVA

EXHIBIT A

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement and Release Agreement (“PAGA Settlement Agreement”) is made and entered into by and between George T. Davis (“you or “Plaintiff”) on one hand, and The Wags Club LLC (the “Company”), Abirami De Silva and Yathdehi De Silva (collectively “Defendants”) on the other hand. As used in this PAGA Settlement Agreement, the Company shall include and encompass all affiliated or related entities, and all of the past, present or future owners or members (including but not limited to Abirami De Silva and Yathdehi De Silva), affiliated, related and/or parent or subsidiary entities of the Company, including but not limited to any successor or predecessor in interest to the operations or the business of the Company, and all past, present and future owners, directors, officers, board members, managers, supervisors, employees, agents, attorneys, co-employers, insurers and representatives of the Company (You and the Company shall be collectively referred to herein as the “Parties”). The Parties agree as follows:

1. You acknowledge that you were employed by the Company from on or about May 02, 2022, to on or about April 03, 2023.

2. You acknowledge that on or about June 01, 2023, your attorneys submitted a letter to the Labor Workforce Development Agency (“LWDA”) on your behalf, to satisfy the administrative requirements to bring a civil suit for recovery of alleged penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.*, Case No. LWDA-CM-958972-23 (“LWDA Letter”).

3. You acknowledge that on or about September 08, 2023, you initiated a civil class action titled *George T. Davis v. The Wags Club LLC, et al.*, Los Angeles Superior Court Case No. 23STCV21623, against Defendants alleging causes of action for: 1) violation of the Private Attorneys General Act of 2004 (“PAGA”); 2) failure to pay minimum wage; 3) failure to compensate for all hours worked; 4) failure to pay overtime compensation; 5) failure to pay rest period compensation; 6) failure to pay meal period compensation; 7) failure to furnish accurate wage and hour statements; 8) failure to pay wages upon discharge; 9) statutory penalties under Labor Code sections 203 and 558; 10) failure to indemnify and illegal deductions from wages; and 11) unfair competition (“Civil Action”).

4. You acknowledge that on February 28, 2024, the Court in the Civil Action granted the Defendant’s Motion to Compel Arbitration, staying the non-individual/representative portion of the PAGA claim pending arbitration. On March 29, 2024, you submitted your demand for arbitration to JAMS, Case No. 5220005789 (“Arbitration Action”).

5. You acknowledge that the Defendants and Released Parties contend they have satisfied all of their obligations to you and are not liable for any unpaid wages or benefits, including overtime, minimum wages, and meal and rest period premiums, final wages, reimbursement of business expenses, and further deny all of your allegations in the LWDA Letter and Civil Action.

6. You and the Defendants acknowledge that the Parties desire to fully and finally resolve and settle your individual PAGA claim arising out of your employment with and separation from the Company and association with the Released Parties; and

7. You acknowledge that you are not pursuing a representative PAGA claim on behalf of other individuals.

NOW THEREFORE IN CONSIDERATION of the promises and covenants contained in this PAGA Settlement Agreement, the Parties agree to the following:

8. **Definition of Released Parties:** References in this PAGA Settlement Agreement to “Released Parties” shall include the Defendants, the Company, all the Company’s affiliated or related entities, and all of the past, present or future owners or members (including but not limited to Abirami De Silva and Yathdehi De Silva), affiliated, related and/or parent or subsidiary entities of the Company, any successor or predecessor in interest to the operations or the business of the Company, and all past, present and future owners, directors, officers, board members, managers, supervisors, employees, agents, attorneys, co-employers, insurers, plans, and representatives of the Company.

9. **Approval of PAGA Settlement And Dismissal Of Action As Condition Precedent:** In conjunction with this PAGA Settlement Agreement, the Parties are entering into a separate Confidential Settlement and Release Agreement (“Individual Settlement Agreement”) and Joint Stipulation For Court Approval Of Individual Labor Code and PAGA Settlement and Dismissal of the Action (“Stipulation and Order”) by which the Parties resolve, settle and discharge all of the claims you have asserted in LWDA Letter, Civil Action, and Arbitration Action on an individual basis with prejudice. This PAGA Settlement Agreement is contingent upon execution by the Parties and approval by the Court of the Stipulation and Order. The Court’s unconditional approval of the Stipulation and Order approving the PAGA settlement and dismissing with prejudice your individual cause of action for PAGA penalties, as pled in the first cause of action in the Civil Action, is an express condition precedent to the Parties’ obligations under this PAGA Settlement Agreement (including, but not limited to, all payment obligations). If the Stipulation and Order is not unconditionally approved by the Court, then: (1) this PAGA Settlement Agreement shall be null and void; (2) neither this PAGA Settlement Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (3) all Parties to this PAGA Settlement Agreement shall stand in the same position, without prejudice, as if the PAGA Settlement Agreement had been neither entered into nor filed with the Court.

10. **Settlement Payment/Consideration:** In consideration for your agreement to settle and release your individual claim under the PAGA with prejudice, the Company agrees to pay one hundred dollars and zero cents (\$100.00), sent to your counsel by mail within fourteen (14) business days of the Effective Date of this agreement, as follows: (1) \$75.00 (representing 75% of said \$100.00) will go to the LWDA; and (2) \$25.00 will be payable to you and shall represent payment for PAGA penalties and for which a form 1099 shall issue. Your counsel shall distribute said amounts to the LWDA and to you no later than twenty-one (21) business days of the Court: (1) signing the Stipulation and Order and dismissing your individual claims, including the individual portion of the PAGA claim, in the Civil Action with prejudice. The Parties agree that the designation of settlement funds in the manner set forth in this paragraph is fully acceptable. You further acknowledge that the foregoing constitutes an accord and satisfaction and a full and complete settlement of you individual PAGA claim. The Company’s payment, set forth in this paragraph, shall constitute the entire consideration to be provided to you pursuant to this PAGA Settlement Agreement and for resolution of your individual PAGA claim. You agree not to seek any further compensation for any other claimed damage, costs or attorneys’ fees in connection with the matters encompassed in this PAGA Settlement Agreement.

11. **Effective Date:** The Effective Date of this PAGA Settlement Agreement is the date that the Court approves the Stipulation and Order. You represent that you do not seek to pursue a PAGA claim on behalf of other aggrieved employees and therefore will not authorize your counsel to file a motion to ask the Court to allow you or your counsel to proceed with a representative claim for PAGA penalties on behalf of other alleged “aggrieved employees.” To the extent the Court does not approve the PAGA Settlement and Stipulation, the Parties and their counsel agree that they will cooperate with each other and use their best efforts to effect the PAGA Settlement to obtain Court approval for same.

12. **LWDA Notification:** You will timely provide the notifications and submission to the LWDA as required by Labor Code section 2699(l).

13. **Taxes; Indemnification:** You acknowledge and agree that the Defendants and the Released Parties have not made any representations regarding the tax consequences of any payment made pursuant to this PAGA Settlement Agreement. You agree that you are responsible for payment of any and all taxes on the payments made pursuant to this PAGA Settlement Agreement. You further agree to indemnify, hold harmless and defend the Defendants and the Released Parties against any and all claims, demands, or liabilities that may be asserted by any governmental agency (including but not limited to any local, state or federal taxing authority or agency) against them for any federal, state or local taxes or penalties that may be payable as a result of any payment made pursuant to this PAGA Settlement Agreement. In addition, you agree to pay any and all interest or penalties charged to or assessed against the Company and the Released Parties based on any payment made pursuant to this PAGA Settlement Agreement.

14. **Release of PAGA Claims:** To the greatest extent permitted by law, you individually and on behalf of yourself only, freely, knowingly and voluntarily release and forever discharge the Defendants and the Released Parties of and from all manner of actions, suits, claims, damages, liabilities, penalties, arbitrations, charges, claims for attorneys’ fees, interest, expenses and costs, judgments, awards, orders, executions or demands of any nature whatsoever, whether known or unknown, suspected or unsuspected, against the Defendants and the Released Parties, or any of them, which you ever had, now have, or which Plaintiff or Plaintiff’s heirs, assigns, executors or administrators hereafter can, shall or may have arising under the California Private Attorneys General Act (California Labor Code section 2698 *et seq.*) which includes claims brought under the PAGA predicated upon California Labor Code Sections 98.6, 98.7, 200, 201, 202, 203, 204, 206, 208, 216, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 351, 432.5, 450, 500, 510, 512, 516, 558, 1021.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2100, 2101, 2102, 2103, 2107, 2108, 2111, 2112, 2802, 2804 and/or any other California Labor Code provisions that could have been asserted under the PAGA in connection with the LWDA Letter and/or Civil Action (“Released Claims”), including but not limited to any claims for penalties, wages, interest and/or attorneys’ fees and costs thereon arising from any and all of the Released Claims. All such Released Claims (including, without limitation, claims for related attorneys’ fees and costs) are forever barred by this PAGA Settlement Agreement regardless of the forum in which they may be brought.

Nothing in this PAGA Settlement Agreement shall affect any state or federal government agencies’ rights and responsibilities to enforce the California Labor Code or any other applicable law, nor shall anything in this PAGA Settlement Agreement be construed as a basis for interfering with your protected right to file a timely charge with, or participate in an investigation or proceeding with a state, federal or local government entity; provided, however, if the state, federal or local government entity commences an

investigation on your behalf pertaining to the claims asserted in the Civil Action and/or LWDA Letter, you specifically waive and release your right, if any, to recover any monetary or non-monetary benefits of any sort whatsoever arising from any such investigation or otherwise and from any such administrative charge or complaint filed with any government agency other than the NLRB.

15. **No Admission Of Liability:** This PAGA Settlement Agreement shall not be construed as an admission by the Defendants or the Released Parties of liability or of any violation of your rights or the rights of any person, or of any violation of any law, statute, duty or order whatsoever. The Defendants and the Released Parties do not admit that they ever violated any provision of the California Labor Code, including, but not limited to, those sections for which you seek relief, including under the PAGA, or of any other law. The Defendants and the Released Parties specifically disclaim any liability to you or any other person, including any allegedly aggrieved employees, for any violation of any contract, law, statute, duty, order, or any other basis. This PAGA Settlement shall not be used or offered as evidence to establish liability against the Defendants or the Released Parties in any subsequent action or proceeding; provided, however, this shall not prevent this PAGA Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize the PAGA Settlement Agreement.

16. **Severance:** If any provision of this PAGA Settlement Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this PAGA Settlement Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this PAGA Settlement Agreement, except upon waiver in writing by the Defendants and the Released Parties. If such a release is found to be invalid, this entire PAGA Settlement Agreement shall be deemed null and void.

17. **Choice of Law:** This PAGA Settlement Agreement is to be interpreted pursuant to the laws of California, except where the application of federal law applies.

18. **Counterparts/Facsimile Signatures:** This PAGA Settlement Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means (e.g., PDF) shall be effective for all purposes hereunder to the same extent as original signatures, all of which when taken together shall constitute the PAGA Settlement Agreement. Any Party who delivers a facsimile or PDF signature page agrees to later deliver an original signature page to any Party who requests it.

Having read, understood, and agreed to the foregoing terms and conditions, the Parties hereby voluntarily execute this PAGA Settlement Agreement by placing their signatures below.

Date: 12/19/2024

DocuSigned by:
George
D1AAECAFDAE5431
George T. Davis

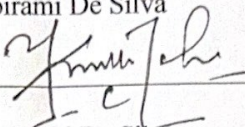
Date: 12/26/2024

By: [Signature] [Signature]
For: The Wags Club LLC (the "Company"),

Date: 12/26/24

By: 
For: Abirami De Silva

Date: 12/26/2024

By: 
For: Yathdehi De Silva

4935-0593-7155.4 / 073269-1006

1 **[PROPOSED] ORDER**

2 Having read and considered the JOINT STIPULATION FOR COURT APPROVAL OF
3 INDIVIDUAL LABOR CODE AND PAGA SETTLEMENT AND DISMISSAL OF THE ACTION
4 (“Stipulation”) of Plaintiff GEORGE T. DAVIS (“Plaintiff”) and Defendants THE WAGS CLUB
5 LLC, ABIRAMI DE SILVA, and YATHDEHI DE SILVA (collectively “Defendants”) (Plaintiff and
6 Defendants, collectively, the “Parties”), and **GOOD CAUSE APPEARING THEREFORE**, it is
7 **HEREBY ORDERED, ADJUDGED and DECREED** as follows:

8 1. The Parties’ Stipulation is **GRANTED**;

9 2. The Parties’ settlement of Plaintiff’s individual claim for penalties pursuant to Private
10 Attorneys General Act of 2004 (“PAGA”) claim is **APPROVED** in accordance with the terms of the
11 Stipulation;

12 3. Defendants shall timely make the settlement payment described in the Stipulation (and,
13 upon receipt of the money allocated to the PAGA settlement, Plaintiff’s counsel shall cause such
14 amount to be paid to the California Labor and Workforce Development Agency in accordance with
15 the terms of the Stipulation);

16 4. As of the date of this Order (and provided that Defendants satisfies their obligation to
17 pay the settlement payment in accordance with the terms of the Stipulation), by operation of Plaintiff’s
18 waiver and release set forth in the PAGA Settlement Agreement and Stipulation and pursuant to this
19 Order, Plaintiff shall be deemed to have released Defendants and the “Released Parties” from all
20 “Released Claims” (and, for purposes of this Order, the capitalized terms shall have the meanings set
21 forth in the Stipulation and PAGA Settlement Agreement, which definitions are incorporated by
22 reference herein);

23 5. In accordance with the Parties’ Stipulation, Plaintiff’s individual PAGA claim as an
24 alleged PAGA “aggrieved employee” is **DISMISSED WITH PREJUDICE**;

25 6. Plaintiff’s non-individual representative PAGA claim on behalf of other allegedly
26 aggrieved employees is dismissed **WITHOUT PREJUDICE**;

27 7. Plaintiff’s putative class action claims are dismissed **WITHOUT PREJUDICE**;

28 8. Plaintiff’s individual claims for alleged violations of the California Labor Code are

1 **DISMISSED WITH PREJUDICE;**

2 9. Except as set forth in the Parties' Stipulation and the Parties' PAGA Settlement
3 Agreement, Plaintiff and Defendants shall bear his or their own attorneys' fees and costs incurred in
4 connection with the prosecution or defense of this action; and

5 10. Even though this entire action has been, and hereby is, dismissed, the Court shall retain
6 jurisdiction to enforce the Parties' Joint Stipulation pursuant to Code of Civil Procedure section 664.6.

7 **IT IS SO ORDERED.**

8
9 Dated: _____

By: _____
Honorable Timothy Patrick Dillon
Judge of the Superior Court

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13 4896-7957-4020.3 / 073269-1006
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