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individually, and on behalf of all similarly
aggrieved employees and the putative class

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

SITARA NAYABKHIL, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

SAN FRANCISCO SPCA, dba, SFSPCA, a
California 501(c)(3) non-profit organization;
DOES 1 through 25, inclusive,

Defendants.

Case No.: CGC-23-609950

*Assigned to the Hon. Jeffrey S. Ross, Department
606*

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: March 6, 2025

Time: 9:30 a.m.

Dept.: 606

Complaint Filed: October 24, 2023

FAC Filed: December 22, 2023

Trial Date: Not Set

1 Plaintiff Sitara Nayabkhil's ("Plaintiff") Motion for Final Approval of Class Action and PAGA
2 Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs
3 ("Motion for Final Approval") came before this Court on **March 6, 2025 at 9:30 a.m.**, before the
4 Honorable Jeffrey S. Ross in Department 606 of the above-captioned Court, located at 400 McAllister
5 St., San Francisco, California 94102.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 ("Settlement" or "Settlement Agreement"), Plaintiff's Motion for Final Approval, the supporting
8 papers filed by the Parties, the Declaration of Class Counsel Karen I. Gold, the Class Representative
9 (Plaintiff Sitara Nayabkhil), and the Settlement Administrator (Cassandra Polites on behalf of ILYM
10 Group, Inc.), and the evidence and argument received by the Court in conjunction with the Motion for
11 Preliminary Approval of Class Action and PAGA Settlement and exhibits thereto, the Court grants
12 final approval of the Settlement and HEREBY ORDERS AND ENTERS JUDGMENT AS
13 FOLLOWS:

14 1. This Court has jurisdiction over the subject matter of the above-captioned action and
15 over Plaintiff and Defendant San Francisco SPCA dba SFSPCA ("Defendant") (together, with
16 Plaintiff, the "Parties"), including all members of the class.

17 2. The Court finds that the following "Class" is properly certified as a class for settlement
18 purposes only: "all current and former hourly-paid and/or non-exempt employees who worked for
19 Defendant in the State of California at any time during the Class Period."

20 3. The "Class Period" is defined as the period from October 24, 2019, through June 16,
21 2024.

22 4. The Court appoints Plaintiff Sitara Nayabkhil as the Class Representative for settlement
23 purposes only.

24 5. The Court appoints Jonathan M. Genish, Karen I. Gold, and Marissa A. Mayhood of
25 Blackstone Law, APC as Class Counsel for settlement purposes only.

26 6. The Notice of Class Action Settlement ("Class Notice") provided to the Class conforms
27 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
28 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and

1 any other applicable law, and constitutes the best notice practicable under the circumstances, by
2 providing individual notice to all Class Members who could be identified through reasonable effort,
3 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
4 other Class Members. The Class Notice fully satisfied the requirements of due process.

5 7. The Court finds the Settlement was entered into in good faith, that the Settlement is
6 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
7 requirements for final approval of this class action settlement under California law, including the
8 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
9 3.769.

10 8. The Settlement Agreement is not an admission by Defendant, or by any other Released
11 Parties, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
12 by Defendant or any other Released Parties. Neither this Order and Judgment, the Settlement, nor any
13 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
14 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
15 by or against Defendant or any of the other Released Parties.

16 9. The Court finds that no Class Members have validly and timely opted out of the Class
17 Settlement and no Settlement Class Members have objected to the Class Settlement.

18 10. In addition to any recovery that Plaintiff may receive under the Settlement, and in
19 recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from
20 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$7,500.00.

21 11. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
22 to Class Counsel in the sum of \$650,000 and reimbursement of actual litigation costs and expenses to
23 Class Counsel in the sum of \$19,585.43. The attorneys' fees and reimbursement of litigation costs
24 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
25 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
26 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
27 obtained for the Class.
28

12. The Court approves and orders payment from the Gross Settlement Amount in the amount of \$9,550 to ILYM Group, Inc. for performance of settlement administration services.

13. The Court approves and orders payment in the amount of \$73,125.00 to the California Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward PAGA penalties.

14. It is hereby ordered that within five (5) business days after Final Approval, Defendant will deposit the Gross Settlement Amount and Employer Taxes into a Qualified Settlement Fund established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

15. It is hereby ordered that within five (5) business days after the Effective Date, the Settlement Administrator will distribute the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys’ Fees and Costs to Class Counsel, and Settlement Administration Costs to itself.

16. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California’s Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee.

17. Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. Released Class Claims” means any and all claims and damages which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, including claims for Defendant’s alleged failure to pay overtime and minimum wages, failure to provide meal and rest periods and associated premiums, failure to pay paid sick leave, failure to timely pay wages during employment, failure to provide accurate wage statements, failure to timely pay final wages, failure to pay vacation pay, and failure to reimburse necessary business-related expenses, in violation

of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order(s), and for violations of the California Business and Professions Code sections 17200, *et seq.* based on the aforementioned California Labor Code violations. The Released Class Claims specifically excludes any and all claims and damages for violations of U.S.C. Sections 2101, *et seq.* (Federal WARN Act) and California Labor Code Sections 1400, *et seq.* (California WARN Act), as Plaintiff has agreed to dismiss these claims without prejudice.

18. Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims. “Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter and/or Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, including for Defendant’s alleged failure to pay overtime and minimum wages, failure to provide meal and rest periods and associated premiums, failure to pay paid sick leave, failure to timely pay wages during employment, failure to provide accurate wage statements, failure to timely pay final wages, failure to pay vacation pay, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses, in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order(s). The Released PAGA Claims specifically excludes any and all claims for violations of U.S.C. Sections 2101, *et seq.* (Federal WARN Act) and California Labor Code Sections 1400, *et seq.* (California WARN Act), as Plaintiff has agreed to dismiss these claims without prejudice.

1. Upon the full funding of the Gross Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which

1 Plaintiff, at any time of execution of this Settlement Agreement, had or claimed to have or may have,
2 including but not limited to any and all claims arising out of, relating to, or resulting from her
3 employment and/or separation of employment with the Released Parties, including any claims arising
4 under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating
5 to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act
6 of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities Act; the Family and Medical
7 Leave Act; the Employee Retirement Income Security Act; the California Family Rights Act; the
8 California Fair Employment and Housing Act; all claims for wages or penalties under the Fair Labor
9 Standards Act; all claims for wages or penalties under the California Labor Code; Business and
10 Professions Code sections 17200 et seq.; all laws relating to violation of public policy, retaliation, or
11 interference with legal rights; any and all other employment or discrimination laws; whistleblower
12 claims; any tort, fraud, or constitutional claims; and any breach of contract claims or claims of
13 promissory estoppel. It is agreed that this is a general release and is to be broadly construed as a release
14 of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include
15 a release of any claims that cannot be released hereunder by law. Plaintiff understands and expressly
16 agrees that this Settlement Agreement extends to claims that she has against Defendant, of whatever
17 nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present, or
18 future, arising from or attributable to an incident or event, occurring in whole or in part, on or before
19 the execution of this Settlement Agreement. Any and all rights granted under any state or federal law
20 or regulation limiting the effect of the Settlement Agreement, including the provisions of Section 1542
21 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California
22 Civil Code reads as follows:

23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
24 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
25 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
26 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

27 2. "Released Parties" means Defendant and its current and former officers, directors,
28 members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

1 3. This Court shall retain jurisdiction with respect to all matters related to the
2 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
3 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
4 Settlement and the determination of all controversies relating thereto.

5 4. Notice of entry of this Order and Judgment shall be given to the Class Members by
6 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
7 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

8 5. A Non-Appearence Case Review re: Final Report is set for
9 _____ at _____ in Department 606 of this Court located at 400
10 McAllister St., San Francisco, California 94102. The Settlement Administrator shall file a Final
11 Report by _____.

12 **IT IS SO ORDERED.**

13 Dated: _____

Honorable Jeffrey S. Ross