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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
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13 **FOR THE COUNTY OF SAN FRANCISCO**
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15 KIMMY DAO, an individual,

16 Plaintiff,

17 vs.

18 PANDORA KARAOKE, INC., a California
19 Corporation; URBAN LIFE INC., a
20 California Corporation, TIMMY CHOY, an
21 individual; and DOES 1 to 50 inclusive,

22 Defendants.
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Case No.: CGC-24-611422

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Department: 206
Judge: Hon. Rochelle East
Trial Date: 09/15/2025
Complaint Filed: 01/05/2024

Hearing: April 2, 2026
Hearing Time: 9:00 A.M.
Law & Motion Department 302

Filed Herewith:

1. Notice of Motion and Motion;
Memorandum of Points and Authorities
2. Declaration of Saul Acherman with
Exhibits
3. [Proposed] Order

1 The Motion of Plaintiff Kimmy Dao (“Plaintiff”) to Approve Settlement Agreement Pursuant
2 to the Private Attorneys General Act (Labor Code §§ 2698 – 2699.6, “PAGA”) was filed with the
3 Court on March 10, 2026, and an approval hearing was held before this court on April 2, 2026. The
4 Court has considered the PAGA Settlement Agreement (“Settlement Agreement”) and all other
5 papers filed in this action. NOW THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

- 6 1. Plaintiffs’ Motion is GRANTED.
- 7 2. The Settlement Period is from February 21, 2023, through August 2, 2025.
- 8 3. The Released claims are all claims for PAGA Penalties that were alleged, or
9 reasonably could have been alleged, based on the facts and allegations in the Operative Complaint
10 that are alleged to have occurred during the PAGA Period and the PAGA Notice, including but not
11 limited to conversion of tips and gratuities, failure to pay straight, overtime and double time wages
12 (including any work off-the-clock), failure to pay minimum wage, failure to pay employees all
13 overtime wages including by failing to pay all overtime and double time at the correct regular rate of
14 pay, failure to provide compliant meal and rest breaks, failure to pay all premium wages owed for
15 short, late or missed meal and rest periods, failure to pay all wages owed at discharge, failure to timely
16 pay wages within the times permissible, failure to provide complete and accurate wage statements,
17 failure to keep complete and accurate payroll records, failure to produce pay and personnel records,
18 failure to reimburse necessary business expenses, failure to pay sick leave wages, and retaliation. The
19 scope is limited to claims based on the facts contained in the Operative Complaint and PAGA Notice
20 and does not release any non-PAGA personal claims by aggrieved employees.
- 21 4. The Settlement Administrator will be ILYM Group, Inc.
- 22 5. Pursuant to Labor Code § 2699(i), the gross settlement fund (GSF) of \$75,000 shall
23 be distributed as follows:
 - 24 a. Settlement Administration Fees will be \$2,000.00.
 - 25 b. Attorney fees in the amount of \$25,000 (one-third of the \$75,000 GSF) and
26 litigation costs in the amount of \$ \$12,355.95.
 - 27 c. PAGA Penalties in the amount of \$35,644.05, which is the GSA of \$75,000.00
28 minus the administration costs, and minus the attorney’s fees and litigation costs.

- 1 d. The LWDA PAGA Payment (75% of the PAGA Penalties) is \$26,733.04.
- 2 e. The Individual PAGA Payments for Aggrieved Employees (25% of the PAGA
- 3 Penalties) is \$8,911.01, which will be paid to the Aggrieved Employees.
- 4 6. Plaintiffs and Defendant are ordered to carry out the terms of the Settlement in
- 5 accordance with the terms of the PAGA Settlement Agreement.
- 6 7. The administrator is to file a declaration no later than _____ to confirm that
- 7 the distribution of funds to aggrieved employees is complete.

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9 IT IS SO ORDERED.

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11 Dated: _____

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Judge of the Superior Court
HON. ROCHELLE EAST

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