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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

KIMMY DAO, an individual,

Plaintiffs,

vs.

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

Defendants.

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: 12/02/2025
Hearing Time: 9:30 A.M.
Law & Motion Department 302

Filed Herewith:

1. Notice of Motion and Memorandum of Points and Authorities
2. Declaration of Eli Hamblet with Exhibits
3. Declaration of David Jafari
4. Declaration of Saul Acherman
5. Proposed Order

1 The motion of Plaintiff KIMMY DAO for approval of PAGA settlement came on before the
2 Court on _____ in Department 302.

3 The motion, the memorandum of points and authorities, and the declarations having been
4 read, argument of counsel having been heard, and good cause appearing,

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6 IT IS ORDERED that Plaintiff's Motion for Preliminary Approval is granted.

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8 1. The Settlement, which is attached to the Declaration of Eli Hamblet in Support of Plaintiff's
9 Motion for Preliminary Approval of PAGA Action Settlement Agreement as **Exhibit A**, appears to
10 meet the requirements for preliminary approval under *Labor Code* § 2699 because it appears to be
11 fair, adequate and reasonable. The Settlement appears to be fair, adequate and reasonable because it
12 is the result of good faith, non-collusive negotiations between Plaintiff and Defendant (Plaintiff and
13 Defendant, the "(Parties)"), as well as significant discovery and analysis, which enabled the Parties to
14 intelligently evaluate, litigate and mediate the allegations. The Settlement also appears to be fair,
15 adequate and reasonable because it obviates the need for further litigation, including litigation related
16 to liability, damages issues; and the substantial costs, delay, and risks associated with such litigation.

17 2. The Settlement states that Defendant promises to pay a Gross Settlement Amount of \$75,000.
18 The Gross Settlement Amount will be used to pay the PAGA Penalties in the amount of \$75,000.00,
19 with 75% (\$52,500 to the LWDA), and 25% (\$17,500) allocated to the Individual PAGA Payments;
20 and the Administration Expenses Payment, which is not to exceed \$5,000.00. These terms appear to
21 fall within the range of reasonableness of a settlement which could ultimately be granted final
22 approval by this Court. A Final Fairness Hearing on the question of whether the Settlement terms are
23 fair, is hereby set in accordance with the following Implementation Schedule:

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Defendant to provide data to ILYM Group, Inc.	14 days after Preliminary Hearing
Administrator to mail the Notice Packets by First Class Mail	15 days after receiving data
Deadline to opt-out or object	45 days after notice mailing
Deadline to dispute workweek allocation	45 days after notice mailing
Deadline to file Motion for Final Approval	14 days before hearing
Final Approval Hearing	TBD by Court

3. If any of the dates in the above schedule fall on a weekend, or bank or court holiday, the time to act shall be extended to the next business day.

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

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

6. The Settlement is preliminarily approved but is not an admission by the Defendants of the validity of any claims in the instant and PAGA action, or of any wrongdoing or violation of law by Defendants.

7. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to consummate or enforce the Settlement.

8. For settlement purposes only, the Settlement Administrator appointed for this matter is ILYM Group, Inc. The Administration Expenses Payment, which is not to exceed \$6,000.00, is

1 preliminarily.

2 9. The obligations set forth in the Settlement are deemed part of this Order. The Parties are to
3 carry out the Settlement in accordance with its terms.

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5 IT IS SO ORDERED.

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7 Dated:

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Judge of the Superior Court
HON. ROCHELLE EAST
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