

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Samantha A. Smith (SBN 233331)
samantha.smith@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Fawn F. Bekam (SBN 307312)
fawn.bekam@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff Jasmine Payne, individually,
and on behalf of all others similarly situated

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

JASMINE PAYNE, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

PLANNED PARENTHOOD: SHASTA-
DIABLO, INC., a California nonprofit; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CGC-23-607359 (Lead Case)
Case No.: CGC-24-615104

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND
ENTERING JUDGMENT**

Date: April 16, 2025
Time: 9:30 a.m.
Dept.: 301

FILED
San Francisco County Superior Court

APR 30 2025

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT AND ENTERING JUDGMENT**

Cur

1 This matter came on for hearing on April 16, 2025 at 9:30 a.m., in Department 302 of
2 the above-referenced Court on the Motion for Final Approval of Class Action and PAGA
3 Settlement pursuant to California Rules of Court, Rule 3.769, this Court's Order Granting
4 Preliminary Approval filed December 13, 2024, and the Class Action and PAGA Settlement
5 Agreement ("Settlement"), a copy of which was attached as Exhibit 1 to the Declaration of John
6 G. Yslas in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA
7 Settlement.

8 Having received and considered the Settlement, the supporting papers filed by the
9 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
10 of Class Action and PAGA Settlement granted December 13, 2024, and the instant Motion for
11 Final Approval of Class Action and PAGA Settlement, the Court grants final approval of the
12 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

13 1. Pursuant to the Order Granting Plaintiff's Motion for Preliminary Approval of
14 Class Action and PAGA Settlement, the Class Notice was sent to each Class Member by First
15 Class mail. These papers informed Class Members of the terms of the Settlement, their right to
16 receive an Individual Settlement Payment, and their right to: (a) comment on or object to the
17 Settlement; (b) request exclusion from the Settlement and pursue their own remedies; (c) dispute
18 the calculation of their Individual Settlement Payment; and (d) appear at the final approval
19 hearing. No Class Member has objected to the proposed Settlement, and no Class Member has
20 requested exclusion.

21 2. The Court finds and determines that this notice procedure afforded adequate
22 protections to Class Members and provides the basis for the Court to make an informed decision
23 regarding approval of the Settlement based on the responses of the Class. The Court finds and
24 determines that the notice provided in this case was the best notice practicable, which satisfied
25 the requirements of law and due process.

26 3. With respect to the Class and for purposes of approving this Settlement only, this
27 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
28 that joinder of all members is impracticable; (b) there are questions of law or fact common the

1 class and a well-defined community of interest among members of the Class with respect to the
2 subject matter of the action; (c) the claims of Class Representative Jasmine Payne are typical of
3 the claims of the Class Members; (d) the Class Representative has fairly and adequately
4 protected the interests of the Class; (e) a class action is superior to other available methods for
5 an efficient adjudication of this controversy; and (f) counsel of record for the Class
6 Representative are qualified to serve as Class Counsel.

7 4. The Court has certified a Class for settlement purposes only, defined as all
8 persons currently or formerly employed by Defendant Planned Parenthood: Shasta-Diablo, Inc.
9 dba Planned Parenthood of Northern California as hourly-paid, non-exempt employees in the
10 State of California from January 2, 2019 through August 22, 2024. The Court deems this
11 definition sufficient for purposes of California Rules of Court, Rule 3.765(a).

12 5. The Court hereby confirms John G. Yslas, Samantha A. Smith, Jeffrey C. Bils,
13 Aram Boyadjian, and Andrew Sandoval of Wilshire Law Firm, PLC as Class Counsel.

14 6. The Court hereby confirms Plaintiff Jasmine Payne as the Class Representative.

15 7. The Court finds and determines that the terms of the Settlement are fair,
16 reasonable, and adequate, and directs the Parties to effectuate the Settlement according to its
17 terms, having found that the Settlement was reached as a result of informed and non-collusive
18 arm's length negotiations facilitated by a neutral mediator. The Court finds that the Parties
19 conducted adequate investigation, research, and discovery, and that their attorneys were able to
20 reasonably evaluate their respective positions. The Court also finds that the Settlement will
21 enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay
22 and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary
23 recovery provided as part of the Settlement and recognizes the significant value accorded to the
24 Class.

25 8. The Court hereby approves the Gross Settlement Amount of \$2,500,000.00.

26 9. The Court finds and determines that the Individual Settlement Payments to be
27 paid to Participating Class Members as provided for by the Settlement are fair and reasonable.
28 The Court hereby gives final approval to and orders the payment of those amounts to be made

1 to the Participating Class Members in accordance with the Settlement.

2 10. The Court finds and determines that payment of \$250,000.00 in civil penalties
3 under PAGA is fair, reasonable, and appropriate. The Labor and Workforce Development
4 Agency will receive 75% (\$187,500.00), and the remaining 25% (\$62,500.00) will be
5 distributed to Aggrieved Employees (defined as all hourly-paid, non-exempt employees who
6 are currently or formerly employed by Defendant Planned Parenthood: Shasta-Diablo, Inc. dba
7 Planned Parenthood of Northern California in the State of California from March 26, 2023 to
8 August 22, 2024 ("PAGA Period")). The Court hereby grants final approval to and orders the
9 payment of that amount in accordance with the Settlement.

10 11. The Court finds and determines that the fees and expenses in administering the
11 Settlement incurred by Phoenix Settlement Administrators, Inc. ("Phoenix") in the amount of
12 \$11,995.00 are fair and reasonable. The Court hereby grants final approval to and orders the
13 payment of that amount in accordance with the Settlement.

14 12. The Court finds and determines that the Class Representative Service Payment of
15 \$15,000.00 to Plaintiff Jasmine Payne is fair and reasonable. The Court hereby grants final
16 approval to and orders the payment of that amount in accordance with the Settlement.

17 13. Pursuant to the terms of the Settlement, and the authorities, evidence, and
18 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
19 in the amount of \$833,333.33 and litigation costs in the amount of \$15,000.00. The Court hereby
20 grants final approval to and orders the payment of those amounts in accordance with the
21 Settlement.

22 14. Without affecting the finality of this order or the entry of judgment in any way,
23 the Court retains jurisdiction of all matters relating to the interpretation, administration,
24 implementation, effectuation, and enforcement of this order and the Settlement.

25 15. Defendant Planned Parenthood: Shasta-Diablo, Inc. dba Planned Parenthood of
26 Northern California shall not have any further liability for costs, expenses, interest, attorneys'
27 fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

28 16. Neither the making of this Settlement nor the entry into the Settlement constitutes

an admission by Defendant Planned Parenthood: Shasta-Diablo, Inc. dba Planned Parenthood of Northern California, nor is this order a finding of the validity of any claims in this case or of any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken to carry out the terms of the Settlement be construed as an admission or concession by or against Defendant Planned Parenthood: Shasta-Diablo, Inc. dba Planned Parenthood of Northern California.

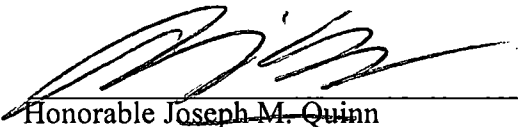
17. Nothing in this order shall preclude any action to enforce the Parties' obligations under the Settlement or under this order.

18. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court, which shall be filed with the Court seven days before the non-appearance compliance hearing set for **January 14, 2026 at 9:30 a.m.** *9:00 AM OK*

19. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, and this Order.

20. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

Dated: 4/30/2025


Honorable Joseph M. Quinn
JUDGE OF THE SUPERIOR COURT