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Attorneys for Plaintiff,
Jessica Chapdelaine,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO

JESSICA CHAPDELAINE, an individual, and
in her representative capacity on behalf of the
State of California, and all other aggrieved
employees,

Plaintiff,

v.

GOLD CLUB – S.F., LLC, a Nevada limited
liability company, S.A.W. ENTERTAINMENT
LIMITED, a California corporation, and DOES
1-25,

Defendants.

Case No: CGC-24-618349

**[PROPOSED] JUDGMENT APPROVING
PAGA SETTLEMENT**

Date: July 18, 2025

Time: 9:00 a.m.

Dept: 301

Hon. Christine Van Aken

Plaintiff's Motion for Approval of California Labor Code Private Attorneys General Act of
2004 ("PAGA") Settlement ("Motion") and entering judgment thereon, in the above-captioned
action and having come before the Court for a hearing on the date indicated above, and the Court
being duly apprised of the premises, and good cause appearing, therefore,

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1 IT IS HEREBY ORDERED, AJUDICATED, and DECREED THAT:

2 1. Plaintiff's Motion for Approval of California Labor Code Private Attorneys General
3 Act of 2004 ("PAGA") Settlement is **granted**, and the settlement of this action is hereby
4 **APPROVED**;

5 2. Capitalized terms in this Approval Order shall have the same meaning they are given
6 in the PAGA Settlement Agreement and Release attached as Exhibit C to the Declaration of Harris
7 Emran filed in support of the Motion;

8 3. ILYM Group Inc., is approved to serve as the Administrator of the Settlement
9 Agreement and is hereby authorized to perform all of the duties assigned to it in the Settlement
10 Agreement and to disburse the following from the Gross Settlement Amount in accordance with the
11 terms of the PAGA Settlement Agreement:

12 a. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35%
13 which is currently estimated to be \$40,250.00 and PAGA Counsel Litigation
14 Expenses Payment of not more than \$17,500.00. If the Court approves a PAGA
15 Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment
16 less than the amounts requested, the Administrator will allocate the remainder to
17 the Net Settlement Amount. The Administrator will pay the PAGA Counsel Fees
18 Payment and PAGA Counsel Expenses Payment using one or more IRS 1099
19 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed
20 on the PAGA.

21 b. Administration: An Administrator Expenses Payment not to exceed \$5,000.00
22 except for a showing of good cause and as approved by the Court. To the extent
23 the Administration Expenses are less or the Court approves payment less than
24 \$5,000.00 the Administrator will retain the remainder in the Net Settlement
25 Amount.

26 c. To the LWDA and Aggrieved Employees: PAGA Penalties currently estimated
27 to be at least Fifty-Two Thousand Two Hundred Fifty Dollars and Zero Cents
28 (\$52,250.00) to be paid from the Gross Settlement Amount, with 75%, estimated

1 to be at least Thirty Nine Thousand One Hundred Eighty Seven Dollars and Fifty
2 Cents (\$39,187.50) allocated to the LWDA PAGA Payment and 25%, estimated
3 to be at least Thirteen Thousand Sixty-Two Dollars and Fifty Cents
4 (\$13,062.50), allocated to the Individual PAGA Payments.

5 i. The Administrator will calculate each Individual PAGA Payment by (a)
6 dividing the amount of the Aggrieved Employees' 25% share of PAGA
7 Penalties (estimated to be at least \$13,062.50) by the total number of
8 PAGA Period Pay Periods worked by all Aggrieved Employees during
9 the PAGA Period and (b) multiplying the result by each Aggrieved
10 Employee's PAGA Period Pay Periods. Aggrieved Employees assume
11 full responsibility and liability for any taxes owed on their Individual
12 PAGA Payment.

13 ii. If the Court approves PAGA Penalties of less than the amount requested,
14 the Administrator will allocate the remainder to the Net Settlement
15 Amount. The Administrator will report the Individual PAGA Payments
16 on IRS 1099 Forms.

17 4. Effective on the date when Defendants fully fund the entire Gross Settlement
18 Amount, The State of California and All Aggrieved Employees are deemed to release, on behalf of
19 themselves and their respective former and present representatives, agents, attorneys, heirs,
20 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties
21 that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in
22 the Operative Complaint and the PAGA Notice;

23 5. Effective on the date when Defendants fully fund the entire Gross Settlement
24 Amount, PAGA Counsel release on behalf of their present and former attorneys, employees, agents,
25 successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection
26 with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the
27 PAGA Notice;

1 6. Effective on the date when Defendants fully fund the entire Gross Settlement
2 Amount, Plaintiff and her respective former and present spouses, representatives, agents, attorneys
3 (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and
4 discharge Released Parties from all claims, transactions, or occurrences that occurred during the
5 PAGA Period, including, but not limited to all claims that were, or reasonably could have been,
6 alleged, based on the facts and claims alleged in the Operative Complaint and the PAGA Notice
7 (“Plaintiff’s Release”) related to the PAGA claims. Plaintiff’s Release does not extend to any claims
8 or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
9 disability benefits, social security benefits, workers’ compensation benefits that arose at any time,
10 or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may
11 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or
12 believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in
13 all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.
14 Plaintiff’s release additionally includes a Cal. Civ. Code § 1542 waiver;

15 7. Judgment shall be entered forthwith in accordance with the foregoing, with each side
16 to pay her or its own attorneys’ fees and costs except as expressly set forth in the PAGA Settlement
17 Agreement;

18 8. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
19 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
20 section 2699(1)(3); and

21 9. The Court retains exclusive and continuing jurisdiction over this Action for purposes
22 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
23 as well as the Settlement.

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LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

Dated:

HONORABLE CHRISTINE VAN AKEN
JUDGE OF THE SUPERIOR COURT