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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] ORDER APPROVING
PAGA SETTLEMENT**

Date: July 18, 2025

Time: 9:00 a.m.

Dept: 301

Hon. Christine Van Aken

The Court, having read and considered Plaintiff Jessica Chapdelaine’s Unopposed Motion for Approval of California Labor Code Private Attorneys General Act of 2004 (“PAGA”) Settlement came before this Court, on the date indicated above, and good cause appearing therefore, hereby orders as follows:

1. The Court grants approval of the PAGA Settlement based upon the terms set forth in the PAGA Settlement Agreement executed by the Parties on June 19, 2025.

2. All terms used for purposes of this Order, not otherwise defined, shall have the same meaning as given in the PAGA Settlement Agreement executed by the parties on June 19, 2025.

1 3. Pursuant to Labor Code section 2699(s), the Labor & Workforce Development Agency
2 (“LWDA”) has been given notice of the Settlement. In particular, on the date Plaintiff filed this
3 Motion for Approval of PAGA Settlement with the Court, Plaintiff submitted to the LWDA a notice
4 of the Settlement by uploading a copy of this Motion for Approval and accompanying documents.
5 The Court finds and determines that Plaintiff’s Notice of the Settlement complied with the statutory
6 requirements of PAGA.

7 4. The Court confirms approval of the Settlement as to the following group of individuals,
8 collectively referred to as the alleged “Aggrieved Employees” meaning (1) a person employed by
9 Gold Club as a bartender or server in California and classified as a non-exempt employee who
10 worked for Gold Club during the PAGA Period (May 8, 2023, through April 15, 2025); (2) a person
11 employed by Hustler Club as an entertainer in California and classified as a non-exempt employee
12 who worked for Hustler Club during the PAGA Period (May 8, 2023, through April 15, 2025).

13 5. This Court has jurisdiction over the subject matter of this litigation, over all PAGA
14 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
15 under the Settlement.

16 6. The Court finds that the Settlement should be approved under Labor Code section
17 2699(s)(2).

18 7. Accordingly, the Court hereby finally and unconditionally approves the Settlement.

19 8. The Court finds that the Gross Settlement Payment, PAGA Penalties, and the methodology
20 used to calculate and pay each Individual PAGA Payment, in accordance with the Settlement, are
21 approved under Labor Code section 2699(s).

22 9. The Court finds The State of California and All Aggrieved Employees are deemed to release,
23 on behalf of themselves and their respective former and present representatives, agents, attorneys,
24 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
25 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts
26 stated in the Operative Complaint and the PAGA Notice;

27 10. The Court authorizes the Settlement Administrator to calculate and pay the Gross Settlement
28 Payment in accordance with the terms of the Settlement.

11. Out of the Gross Settlement Amount, the following shall be paid:

- a. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% which is currently estimated to be \$40,250.00 and PAGA Counsel Litigation Expenses Payment of not more than \$17,500.00. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA.
- b. Administration: An Administrator Expenses Payment not to exceed \$5,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,000.00 the Administrator will retain the remainder in the Net Settlement Amount.
- c. To the LWDA and Aggrieved Employees: PAGA Penalties currently estimated to be at least Fifty-Two Thousand Two Hundred Fifty Dollars and Zero Cents (\$52,250.00) to be paid from the Gross Settlement Amount, with 75%, estimated to be at least Thirty Nine Thousand One Hundred Eighty Seven Dollars and Fifty Cents (\$39,187.50) allocated to the LWDA PAGA Payment and 25%, estimated to be at least Thirteen Thousand Sixty-Two Dollars and Fifty Cents (\$13,062.50), allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (estimated to be at least \$13,062.50) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4 12. The Court directs the implementation of all remaining terms, conditions, and provisions of
5 the PAGA Settlement Agreement.

6 13. The Settlement is not an admission by Defendants or the Released Parties, nor is this Order
7 a finding of the validity of any allegations or of any wrongdoing by Defendants or the Released
8 Parties. Neither this Order, the Settlement, nor any document referred to herein, or any action taken
9 to carry out the Settlement, may be construed as, or may be used as, an admission of any fault,
10 wrongdoing, omission, concession, or liability whatsoever against Defendants or the Released
11 Parties. The Settlement and this resulting Order simply represent a compromise of disputed
12 allegations. This Order shall not be deemed an “initial violation” under California Labor Code
13 section 2699 et seq.

14 14. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 days of this Order.

15 15. This Order dismisses *with prejudice* the Complaint on file in this Action and shall be binding
16 on all Aggrieved Employees and the State of California, who are hereby barred by the doctrine of
17 res judicata from relitigating the claims released by the Settlement. The Court retains exclusive and
18 continuing jurisdiction over this Action for purposes of supervising, administering, implementing,
19 interpreting, and enforcing this Order, as well as the Settlement.

20 16. **IT IS FURTHER ORDERED:**

21 _____.

22 **IT IS SO ORDERED.**

23

24 Dated: _____

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HONORABLE CHRISTINE VAN AKEN
JUDGE OF THE SUPERIOR COURT