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8 Attorneys for Plaintiff Abhinav Shetty

**FILED**  
San Francisco County Superior Court

FEB 23 2022

CLERK OF THE COURT  
BY:   
Deputy Clerk

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

11 Abhinav Shetty, individually, on behalf of  
12 himself and all other similarly situated  
13 employees,

14 Plaintiff,

15 vs.

16 ILSC (SAN FRANCISCO), LLC, AND  
17 DOES 1-5

18 Defendants.

Case No. CGC-19-581622

**CLASS ACTION**

**~~PROPOSED~~ ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

19 The Unopposed Motion of Plaintiff Abhinav Shetty ("Plaintiff") for an Order  
20 Preliminarily Approving the Class Action Settlement with Defendants ILSC (San Francisco),  
21 LLC ("Defendant") in the above-entitled action came on for hearing on February 22, 2022.  
22 Having reviewed the Parties' Joint Stipulation of Class Settlement and Release ("Settlement  
23 Agreement"), the papers filed in connection with the motion and the argument of counsel, and  
24 good cause appearing, IT IS HEREBY ORDERED THAT:

25 1. Plaintiff's Motion for an Order Preliminarily Approving the Class Action Settlement in this  
26 matter pursuant to Rule 3.769 of the California Rules of Court is GRANTED.

27 2. The Parties' Class Settlement Agreement is preliminarily approved as within the  
28 reasonableness range of that which could receive final approval.

**~~PROPOSED~~ ORDER**

1           3. The Court conditionally certifies, for settlement purposes only, a Settlement Class  
2 consisting of: *“all persons who have been engaged by Defendant as IELTS Test Day Supervisor,*  
3 *IELTS Test Day Proctors, IELTS Test Day Examiners, IELTS Test Day Invigilators, IELTS Test*  
4 *Day Clerical Markers, and/or similar positions related to administering IELTS tests, and who were*  
5 *classified as “independent contractors” in California from December 18, 2015 to October 1,*  
6 *2020.”*

7           4. The Court appoints, for settlement purposes only, Plaintiff Abhinav Shetty as a  
8 representative of the Settlement Class.

9           5. The Court appoints, for settlement purposes only, the law firm of Kuchinsky Law Office,  
10 P.C., as counsel for the Settlement Class.

11           6. The Court appoints Phoenix Settlement Administrators, as the Settlement Administrator.  
12 Consistent with the Settlement Agreement, the responsibilities of the Settlement Administrator  
13 shall include: (a) disseminating the Notice to the Class; (b) receiving and maintaining documents  
14 sent from Class members relating to claims administration and requests for exclusion; (c) handling  
15 withholding, reporting, payment, dissemination of forms, and other aspects of Settlement  
16 administration relating to all applicable taxes as set forth in the Settlement Agreements; and (d)  
17 distributing Settlement checks to Class members. Pursuant to the Settlement Agreements, the costs  
18 of the Settlement Administrator’s services, and all other reasonable costs of Settlement  
19 administration shall be paid out of the Settlement Fund, subject to Court review and approval.

20           7. Within fourteen (14) calendar days of the entry of a Preliminary Approval Order of this  
21 Agreement, Defendant shall provide the Settlement Administrator with the following information  
22 for each Class Member: (1) name; (2) last known address; (3) social security numbers or taxpayer  
23 IDs, and (4) the gross compensation earned for each Class Member during the Class Period. All  
24 data must be provided in a single, comprehensive Excel spreadsheet.

25           8. The manner and content of the Class Notice, specified in Sections 53, and 54 of the  
26 Settlement Agreement on file, will provide the best practicable notice to the Class Members.  
27 Attached here in substantially final form are copies of the approved Notice of Class Action  
28 Settlement (Exhibit “1”). These documents must be provided as detailed in the Settlement  
Agreement.

1           9. Any Class Member who wishes to object to the Class Action Settlement must mail a written  
2 objection to the Settlement Administrator postmarked no later than 45 calendar days after the first  
3 postmark date of mailing the Notice of Class Action Settlement. An objection shall be deemed to  
4 be submitted as of the postmarked date. The written objection must contain: (1) the name of this  
5 lawsuit; (2) the full name, and current address of the Class Member making the objection; (3) the  
6 specific reason(s) for the objection; and (4) if applicable, any and all evidence and supporting papers  
7 (including, without limitation, all briefs, written evidence, and declarations) for the Court to  
8 consider, and (5) the objecting Class Members' signature. Members who submit an objection  
9 remain bound by this Agreement.

10           10. Any Class Member who desires to be excluded from the Class and Class Action Settlement  
11 must mail to the Settlement Administrator a written request for exclusion postmarked no later than  
12 45 calendar days after the postmark date of the initial mailing of the Notice of Class Action  
13 Settlement. To be a valid Request for Exclusion, a Class Member must provide his or her name  
14 (and former names, if any), current address, the Class Member's signature, and the statement that  
15 the Class Member wishes to be excluded from the Settlement. Any Request for Exclusion that does  
16 not include all of the required information or that is not submitted in a timely manner will be deemed  
17 null, void, and ineffective. All persons who properly mail a written request for exclusion shall not  
18 be bound by the Class Action Settlement and shall have no rights with respect to the Settlement.

19           11. No later than sixteen (16) court days prior to the Final Approval Hearing, the Settlement  
20 Administrator shall prepare and submit to the Court, through Class counsel, a declaration of due  
21 diligence certifying that all class notices were provided in accordance with the terms of the  
22 Settlement Agreement and this Order. The declaration must include information regarding the  
23 number of notices mailed, the number of notices returned as undeliverable, the number of notices  
24 remailed, the number of requests for exclusion received, the number of objections received, and the  
25 number of resolved and unresolved disputes brought by Class Members regarding their gross  
26 compensation stated in the notices.

27           12. Any papers in support of final approval of the Settlement Agreement, Application for  
28 Award of Attorney's Fees and Costs, and Class Representative Incentive Payment must be filed  
sixteen (16) court days before the Final Approval Hearing.

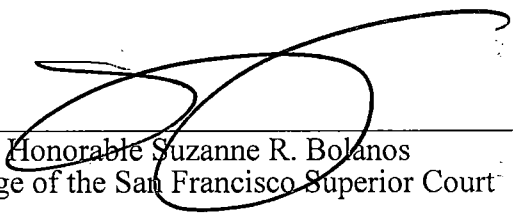
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13. All further proceedings as to Defendant are hereby stayed, except for any actions required to effectuate or enforce the Settlement Agreement, or matters related to the Settlement Fund, including applications for attorneys' fees, payment of costs, and service awards to Class Representative.

14. A Final Approval Hearing shall be held by this Court in Department 302, on **August 26, 2022 at 9:30 a.m.**, or as soon thereafter as may be set by the Court, to determine fully and finally whether the Settlement Agreement should be approved as fair, reasonable and adequate, and to determine any request for attorneys' fees and costs.

15. If the Settlement Agreement is approved at the Final Settlement Hearing, the Court will file a Final Order Approving the Settlement Agreement and enter Judgment. The Final Order will be fully binding with respect to all Class Members who did not request exclusion in accordance with the terms of the Settlement Agreement.

Dated: 2/23/22

By:   
The Honorable Suzanne R. Bolanos  
Judge of the San Francisco Superior Court