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**FILED**  
San Francisco County Superior Court

AUG 29 2022  
CLERK OF THE COURT  
BY:  Deputy Clerk

Attorneys for Plaintiff Abhinav Shetty and the Class

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

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

Plaintiff,

vs.

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

Defendant.

Case No. CGC-19-581622

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Hearing Date: August 26, 2022  
Time: 9:30 a.m.  
Dept.: 302  
Judge: Hon. Curtis Karnow

Complaint Filed: December 18, 2019

The Unopposed Motion of Plaintiff Abhinav Shetty ("Plaintiff") for Final Approval of the Class Action Settlement with Defendants ILSC (SAN FRANCISCO), LLC. ("Defendant") in the above-entitled action came on for hearing on August 26, 2022. Having reviewed and considered the Parties' Joint Stipulation of Class Settlement and Release of Claims ("Settlement Agreement"), the papers filed in connection with the motion and the argument of counsel, and good cause appearing,

1                    **IT IS HEREBY ORDERED THAT:**

2            1. Plaintiff's motion for final approval of class settlement is **GRANTED**. Of the 92 putative  
3 class members to whom notices were mailed, none objected, filed a wage dispute, or opted out.

4            2. This Order incorporates by reference the definitions in the Settlement Agreement and all  
5 terms defined in the Settlement Agreement have the same meaning in this Order.

6            3. Adequate notices have been given to Class Members pursuant to the Court's February 23,  
7 2022, Order granting Preliminary Approval of Class Action Settlement.

8            4. The Notice of Class Action Settlement fully and accurately informed Class Members of all  
9 material elements of the Settlement Agreement and of their opportunity to opt out or object; and  
10 meets the requirements of due process.

11           5. Class Members were given a full opportunity to participate in the Final Approval Hearing,  
12 and all Class Members and other persons wishing to be heard have been heard. Class Members had  
13 an opportunity to object to the settlement at the Fairness Hearing. Accordingly, the Court  
14 determines that all Class Members who did not timely and properly opt out of the settlement are  
15 bound by this Order and Judgment.

16           6. The Court has considered all relevant factors for determining the fairness of the settlement  
17 and has concluded that all such factors weigh in favor of granting final approval.

18           7. The Court approves the Settlement Agreement as fair, reasonable, and adequate, and to have  
19 been the product of serious, informed, and extensive arm's-length negotiations. In making this  
20 finding, the Court considers the nature of the claims, the relative strength of Plaintiff's claims, the  
21 amounts and kinds of benefits paid in settlement, the allocation of settlement proceeds, and the fact  
22 that a settlement represents a compromise of the Parties' respective positions rather than the result  
23 of a finding of liability at trial.

24           8. For purposes of this Settlement Agreement, the Class is defined as:

25            *all persons who are or have been engaged by Defendant as IELTS Test Day*  
26            *Supervisor, IELTS Test Day Proctors, IELTS Test Day Examiners, IELTS Test*  
27            *Day Invigilators, IELTS Test Day Clerical Markers, and/or similar positions*  
28            *related to administering IELTS tests, and who were classified as "independent*  
              *contractors" in California from December 18, 2015, to October 1, 2020, to be*  
              *certified by the Court for purposes of settlement only.*

              9. The Court finds that the Gross Settlement Fund of One Hundred and Seventy Thousand  
Dollars is fair, adequate, and reasonable in this settlement.

              10. The Court finds that settlement of Private Attorneys General Act ("PAGA") civil penalties  
in the amount of \$10,000 is fair, adequate and reasonable in this settlement and approves the PAGA

1 civil penalties. 75% of the civil penalties, or \$7,500, shall be paid to the California Labor and  
2 Workforce Development Agency ("LWDA"), and the remaining 25%, or \$2,500 shall be  
3 distributed pro rata to all Class Members according to the formula provided in the Settlement  
4 Agreement, regardless of whether these Class Members opted out.

5 11. The Court finds that Plaintiff Abhinav Shetty is an adequate representative and hereby  
6 appoints him as Class Representative. The Court awards a Class Representative Enhancement  
7 Award of \$5,000 to Plaintiff Abhinav Shetty.

8 12. The Court finds that Plaintiff's Counsel, Kuchinsky Law Office, P.C. are qualified to  
9 represent the Class and hereby appoints Kuchinsky Law Office, P.C. as Class Counsel.

10 13. The Court finds that the requested attorneys' fees and costs are reasonable. The Court  
11 awards Class Counsel attorneys' fees in the amount of \$56,600. The Court awards Class Counsel  
12 litigation costs in the amount of \$5,235.75.

13 14. The Court appoints Phoenix Settlement Administrators as Settlement Administrator and  
14 approves its administration costs in the amount of \$6,675.

15 15. Any check that is not negotiated within 180 days of being mailed to a Class Member or that  
16 is undeliverable should be sent to the California State Controller's Office to be held as "unclaimed  
17 property" in the name of the Settlement Class Member.

18 16. Plaintiff's counsel shall file a final report with the Court **October 15, 2023**, reporting the  
19 final distribution of all settlement funds.

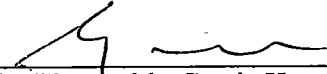
20 17. The Parties are ordered to comply with the terms of the Settlement Agreement.

21 18. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 days of the date  
22 of this Order.

23 19. The Settlement is not a concession or admission and shall not be used as an admission of  
24 any fault.

25 **IT IS SO ORDERED.**

26 Dated: Aug 15 29 2022

27 By:   
28 The Honorable Curtis Karnow  
Judge of the San Francisco Superior Court