

03/13/2025

David W. Stoyan, Executive Officer / Clerk of Court

By: _____ R. Arraiga Deputy

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Attorneys for Plaintiff, KRISTINA SCHAFER,
on behalf of herself and all others similarly situated
and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

KRISTINA SCHAFER, an individual, and on
behalf of all others similarly situated and
aggrieved,

Plaintiff,

v.

NETFLIX ANIMATION, LLC, a California
limited liability company; NETFLIX
HOLDINGS, LLC, a California limited
liability company; NETFLIX, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

LEAD CASE NO.: 22STCV18785
(*RELATED CASE NO.: 23STCV07230*)

[Assigned to the Hon. Elaine Lu in Dept. 9]

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT, APPLICATION
FOR ATTORNEYS' FEES AND COSTS,
AND ENHANCEMENT AWARD**

1 This matter having come before the Court on March 5, 2025 for a final approval hearing
2 pursuant to the Order of this Court granting preliminary approval (“Preliminary Approval Order”)
3 of the class and representative action settlement upon the terms set forth in the First Amended Class
4 Action and PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”)
5 submitted in support of the Motion for Preliminary Approval of Class and Representative Action
6 Settlement and Provisional Class Certification for Settlement Purposes Only; and due and adequate
7 notice having been given to the Class Members as required in the Preliminary Approval Order; and
8 the Court having considered all papers filed and proceedings had herein and otherwise being fully
9 informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND**
10 **DECREED THAT:**

11 1. The Motion for Final Approval of Class and Representative Action Settlement;
12 Enhancement Award; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

13 2. The definitions set out in the Settlement Agreement are incorporated by reference into
14 this Order; all terms defined therein shall have the same meaning in this Order as defined in the
15 Settlement Agreement.

16 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties
17 to this litigation, including all Class Members.

18 4. For settlement purposes only, the Court certifies the following class (“Settlement Class,”
19 “Settlement Class Members” or “Class Members”): all persons currently or formerly employed by
20 Netflix Animation, LLC (“Defendant”), either directly or through any subsidiary, related, staffing
21 agency, or professional employer organization, as non-exempt, hourly-paid employees in the State
22 of California during the period from June 8, 2018 to August 12, 2023 (“Class Period”).

23 5. “Aggrieved Employees” means all persons currently or formerly employed by
24 Defendant, either directly or through any subsidiary, related, staffing agency, or professional
25 employer organization, as non-exempt, hourly-paid employees in the State of California during the
26 period from June 8, 2021 through August 12, 2023 (“PAGA Period”).

27 6. “Plaintiff” refers to Kristina Schafer, the named Plaintiff in the Action.

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1 7. The parties released shall include: Defendant and each and all of its present and former
2 partners, parents, subsidiaries, affiliates, and related entities, including, but not limited to, Netflix
3 Holdings, LLC, and Netflix, Inc., and all of their officers, directors, employees, agents, servants,
4 registered representatives, attorneys, insurers, payroll companies, staffing agencies, successors and
5 assigns, and any other persons acting by, through, under, or in concert with any of them (including
6 any alleged joint employers).

7 8. Effective on the date when Defendant fully funds the entire Gross Settlement Amount,
8 all Participating Class Members, on behalf of themselves and their respective former and present
9 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release, for the
10 duration of the Class Period, the Released Parties from all claims that were alleged, or reasonably
11 could have been alleged, based on the facts stated in the Class Complaint and ascertained in the
12 course of the Action, including any failure to pay all wages due (including minimum wage and
13 overtime wages), failure to pay for all hours worked, failure to provide meal or rest periods, failure
14 to timely pay wages and final wages, failure to maintain accurate records of hours worked and meal
15 periods, failure to furnish accurate wage statements (including claims derivative and/or related to
16 these claims), failure to provide expense reimbursements, and failure to provide personnel and
17 payroll records. This Release shall include all claims and theories that were, or could have been
18 asserted in the Class Complaint based on the facts alleged therein, arising under the California Labor
19 Code, the Fair Labor Standards Act, California wage orders, and applicable regulations, including
20 California Labor Code sections 96, 200, 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512,
21 515, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2802, 2810.3,
22 and 2810.5, as well as claims under Business and Professions Code section 17200, *et seq.*, based on
23 alleged violations of the above Labor Code provisions, as alleged in the Actions.

24 9. All Aggrieved Employees (regardless of whether they are Participating Class Members)
25 are deemed to release, on behalf of themselves and their respective former and present
26 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release, for the
27 duration of the PAGA Period, the Released Parties from all claims for PAGA penalties that were
28 alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Complaint

1 and Plaintiff's PAGA Notice, and ascertained in the course of the Action, including any failure to
2 pay all wages due (including minimum wage and overtime wages), failure to pay for all hours
3 worked, failure to provide meal or rest periods, failure to timely pay wages and final wages, failure
4 to maintain accurate records of hours worked and meal periods, failure to furnish accurate wage
5 statements (including claims derivative and/or related to these claims), failure to provide expense
6 reimbursements, and failure to provide personnel and payroll records.

7 10. Distribution of the Notice of Class Action Settlement and Hearing Date for Final Court
8 Approval ("Class Notice") directed to the Class Members as set forth in the Settlement Agreement
9 and the other matters set forth herein have been completed in conformity with the Preliminary
10 Approval Order, including individual notice to all Class Members who could be identified through
11 reasonable effort, and was the best notice practicable under the circumstances. This Class Notice
12 provided due and adequate notice of the proceedings and of the matters set forth therein, including
13 the proposed class settlement set forth in the Settlement Agreement, to all persons entitled to such
14 Class Notice, and the Class Notice fully satisfied the requirement of due process.

15 11. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
16 objected to the Settlement.

17 12. The Court further finds that the Settlement is fair, reasonable, and adequate, and that
18 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
19 settlement under California law, including the provisions of Code of Civil Procedure section 382
20 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
21 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

22 13. This Court hereby approves the settlement set forth in the Settlement Agreement and
23 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
24 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
25 as a result of intensive, serious and non-collusive arm's-length negotiations. The Court further finds
26 that the Parties have conducted extensive and costly investigation and research, and counsel for the
27 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement
28 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would

1 be presented by the further prosecution of this Action. The Court has noted the significant benefits
2 to the Class Members under the Settlement. The Court also finds that the class is properly certified
3 as a class for settlement purposes only.

4 14. The Court approves plaintiff Kristina Schafer as class representative.

5 15. The Court approves David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.,
6 as Class Counsel.

7 16. The Court approves ILYM Group, Inc. ("ILYM") as the Settlement Administrator.

8 17. The Court hereby awards Class Counsel attorneys' fees in the total amount of
9 \$833,333.33, which is one third (1/3) of the Gross Settlement Amount and to be deducted therefrom.
10 In addition, the Court awards Class Counsel reimbursement of their costs of \$21,486.18 to be
11 deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
12 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
13 Agreement.

14 18. The Court hereby approves an enhancement award of \$7,500.00 to Plaintiff in
15 consideration of her time, effort and risk incurred on behalf of the Settlement Class, and for
16 providing a general release and a waiver of rights pursuant to California Civil Code section 1542.
17 The enhancement award will be paid to Plaintiff by the Settlement Administrator from the Gross
18 Settlement Amount as set forth in the Settlement Agreement.

19 19. The Court hereby approves the Settlement Administrator's cost in the amount of
20 \$12,950.00. The Settlement Administrator, ILYM Group, Inc., shall be paid the cost of
21 administration of the settlement from the Gross Settlement Amount.

22 20. The Court hereby approves the PAGA penalties amount of \$100,000.00, of which
23 \$75,000.00 shall be paid to the LWDA and the remaining \$25,000.00 to be distributed to the
24 "Aggrieved Employees", defined as all persons currently or formerly employed by Defendant, either
25 directly or through any subsidiary, related, staffing agency, or professional employer organization,
26 as non-exempt, hourly-paid employees in the State of California during the period from June 8, 2021
27 through August 12, 2023 ("PAGA Period").

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1 21. The Net Settlement Amount of \$1,524,730.49 available to pay Settlement Class
2 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$833,333.33),
3 Class Counsel's costs (\$21,486.18), enhancement award to Plaintiff (\$7,500.00), the PAGA
4 penalties (\$100,000.00), and costs of settlement administration (\$12,950.00) from the Gross
5 Settlement Amount (\$2,500,000.00).

6 22. Except as expressly provided herein, the Parties each shall bear all their own fees and
7 costs in connection with this matter.

8 23. Defendant shall fully fund the Gross Settlement Amount, by transmitting the funds to
9 the Administrator no later than 21 calendar days after the Effective Date, as defined in the Settlement
10 Agreement. The time to make such payment may be extended by mutual consent of the Parties.

11 24. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator
12 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
13 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
14 Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
15 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment,
16 and the Class Representative Service Payment shall not precede disbursement of Individual Class
17 Payments and Individual PAGA Payments.

18 25. For any Class Member whose Individual Class Payment check or Individual PAGA
19 Payment check is uncashed and cancelled after the void date (i.e., 180 days after the date of mailing),
20 the Administrator shall transmit the funds represented by such checks to the California Controller's
21 Office, Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid
22 residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

23 26. The Court finds that the class settlement on the terms set forth in the Settlement
24 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
25 the released claims against Defendant.

26 27. Class Counsel must give notice to the Class Members pursuant to California Rules of
27 Court, Rule 3.771(b), which may be effected by posting on the Administrator's website, consistent
28 with the Settlement Agreement, and to the LWDA, pursuant to Labor Code section 2699(1)(3).

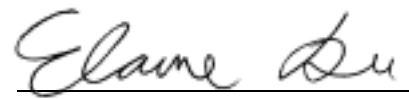
1 28. A Non-Appearence Case Review Re: Final Administration of the Class Action
2 Settlement is hereby scheduled for July 14, 2026, at 8:30 a.m., in Department 9 of the above-entitled
3 Court. The Parties shall file a declaration no later than July 7, 2026, confirming that the claims have
4 been paid and that administration of all the terms and conditions of the class action settlement have
5 been completed. Should the Court find that said declaration has sufficiently evidenced full and
6 complete administration of the class action settlement, the Non-Appearence Case Review Re: Final
7 Administration of the Class Action Settlement will go off-calendar.

8 29. This document shall constitute a Judgment for purposes of California Rules of Court,
9 Rule 3.769(h).

10 30. Without affecting the finality of the Judgment in any way, this Court hereby retains
11 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
12 and all orders and judgments entered in connection therewith.

13 **IT IS SO ORDERED.**

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15 Dated: 03/13/2025, ~~2025~~



Judge of the Superior Court