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Sherri R. Carter, Executive Officer / Clerk of Court

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

GRACIELA DE CABANAS GONZALEZ, as
an individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

MICHAEL STARS, INC., a California
Corporation; and DOES 1 through 100,

Defendants.

CASE NO. 21STCV02784

*[Case assigned for all purposes to the Hon.
Michael P. Linfield, Dept. 34]*

~~[AMENDED PROPOSED]~~ **JUDGMENT
AND ORDER GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF
SETTLEMENT OF CLAIMS BROUGHT
UNDER THE PRIVATE ATTORNEYS'
GENERAL ACT, REASONABLE
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT PAYMENT**

Date: April 15, 2022

Time: 8:30 a.m.

Dept.: 34

Complaint Filed: January 22, 2021

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on April 15, 2022 at 8:30 a.m.
2 Having considered the Parties' amended Settlement Agreement ("Settlement");¹ the documents
3 and evidence presented in support thereof; and recognizing the disputed factual and legal issues
4 involved in this case; the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699(l). Good cause appearing therefor, the Court
9 hereby GRANTS Plaintiff Graciela De Cabanas Gonzalez's ("Plaintiff") Motion for Approval of
10 Claims under the Private Attorneys General Act ("Motion") and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as all current and former non-exempt
12 employees who work for Michael Stars, Inc. in California at any time during the PAGA Period.
13 The "PAGA Period" means the time period from January 22, 2020 through October 31, 2021.

14 2. The Court hereby approves the settlement as set forth in the Settlement as fair,
15 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
16 terms.

17 3. Defendant Michael Stars, Inc. ("Michael Stars") will fund the Maximum
18 Settlement Amount of \$245,000.00 within thirty (30) days of this Order.

19 4. The Court hereby approves, as to form and content, the Explanatory Letter
20 submitted by the parties and included as Exhibit A to this Judgment and Order.

21 5. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
22 Administrator.

23 6. Within ten (10) business days of this Order, Michael Stars shall provide the
24 Settlement Administrator with a list containing the Aggrieved Employees' full names, last known
25 mailing addresses, last known telephone numbers, number of pay periods worked during the
26

27 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
28 Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Sean M. Blakely
submitted concurrently with the Supplemental Briefing ISO Motion.

PAGA Period, and Social Security numbers to the extent available from Michael Stars' records, pursuant to the terms of the Settlement.

7. The Settlement Administrator is directed to mail the Individual PAGA Payments and the Explanatory Letter to the Aggrieved Employees within ten (10) business days of receipt of the Maximum Settlement Amount being fully funded, pursuant to the terms of the Settlement.

8. The Court finds that attorneys' fees in the amount of one-third of the Maximum Settlement Amount (currently estimated to be \$81,666.67) for Plaintiff's Counsel, and reimbursement of litigation costs up to \$9,867.31 to Plaintiff's Counsel, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's Counsel as provided for in the Settlement Agreement.

9. The Court orders that the Settlement Administrator shall be paid \$2,950.00 for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

10. The Court finds that the requested Enhancement Payment of \$5,000.00 to Plaintiff is fair, adequate, and reasonable in recognition of the unique contributions she has made and the risks she undertook, on behalf of the Aggrieved Employees and the State of California, and orders that the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement Agreement.

11. The Court finds that the amount of \$109,137.02, representing 75% of the \$145,516.02 allocated as PAGA civil penalties under the Settlement, to be paid to the California Labor and Workforce Development Agency ("LWDA") as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the Settlement Agreement.

12. The Court approves the scope of the release as set forth in the Settlement. Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiff and Aggrieved Employees will have released all of the PAGA Released Claims against Michael Stars which were resolved as part of the Settlement. The PAGA Released Claims include all PAGA claims were pled in the Action, or which could have been pled in the Action, or which could have

1 been pled under the PAGA based on the factual allegations in the Action, that arose during the
2 PAGA Period. The release of the PAGA Released Claims shall extend for the duration of the
3 PAGA Period.

4 13. Upon entry of this Judgment and Order, the Court permanently enjoins and forever
5 bars the Plaintiff or the Aggrieved Employees from instituting or prosecuting any of the PAGA
6 Released Claims against the Released Parties which were resolved as part of the Settlement.
7 Without affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction
8 to enforce the terms of the Settlement.

9 14. Plaintiff shall file a declaration confirming the final distribution of funds on or
10 before January 31, 2023.

11 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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13 Dated: 04/20/2022

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By:  Michael P. Linfield / Judge
Honorable Michael P. Linfield
Judge of the Superior Court

EXHIBIT A

Re: Payment from Graciela de Cabanas Gonzalez v. Michael Stars, Inc.
Superior Court of California Los Angeles County; Case No. 21STCV02784

Date: [REDACTED]/[REDACTED]/2022

SIMID
Name
Address

Dear [REDACTED]:

Enclosed, please find a check made payable to you. This is your payment from the settlement of a lawsuit titled *Graciela de Cabanas Gonzalez v. Michael Stars, Inc.*, Los Angeles Superior Court, Case No. 21STCV02784, pending in the Superior Court of the State of California for the County of Los Angeles (the “Action”). **By cashing this check, you are not giving up any right to sue for damages arising out of any alleged grievances that you may have against your employer.**

The Action was filed against Michael Stars, Inc. (“Michael Stars”) and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiff Graciela de Cabanas Gonzalez (“Ms. de Cabanas Gonzalez”), a former employee of Michael Stars, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

In the lawsuit, Ms. de Cabanas Gonzalez claimed that Michael Stars violated the California Labor Code by failing to pay all minimum wages, failing to pay all overtime wages, failing to provide meal breaks, failing to provide employees with itemized wage statements, and failing to timely pay final wages. Michael Stars vehemently disputes all of Ms. de Cabanas Gonzalez’s allegations and denies that it engaged in any of the alleged misconduct. The parties have reached a settlement of Ms. de Cabanas Gonzalez’s representative PAGA claims, and on [REDACTED], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Michael Stars who were allegedly affected by the alleged violations of the Labor Code. In agreeing to enter into this settlement, Michael Stars does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code, or any penalties, and has denied and disputed all of Ms. de Cabanas Gonzalez’s contentions. The Court has not decided the merits of Ms. de Cabanas Gonzalez’s claims or Michael Stars’ defenses.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. Please note that no deductions/withholdings have been made from your settlement payment, and you will be responsible for any tax consequences arising from your receipt of the same (for which an IRS Form 1099 will issue). If you do not cash your check within 180 days of issuance, the funds shall be transferred to the State Controller’s Office Unclaimed Property Division in the name of the Aggrieved Employee. If you are still employed by Michael Stars, your decision to cash the check will not affect your employment in any way.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only.

The release includes all claims under the PAGA that were alleged in, or could have been alleged based on the facts alleged in, Ms. de Cabanas Gonzalez’s complaint in the Action, including claims for civil penalties, attorneys’ fees, costs, or interest under the PAGA based on Michael Stars’ alleged failure to pay all minimum wages, alleged failure to pay all overtime wages, alleged failure to provide proper meal periods, alleged failure to furnish

accurate wage statements, and alleged failure to timely pay final wages, during the time period January 22, 2020 through October 31, 2021 (the “PAGA Period”).

If you have any questions, you can contact Phoenix Settlement Administrators, the Settlement Administrator, at 1-____-____.

PROOF OF SERVICE

Graciela De Cabanas Gonzalez v. Michael Stars, Inc.
Los Angeles County Superior Court Case No. 21STCV02784

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is [X] 2155 Campus Drive, Suite 180, El Segundo, California 90245.

On April 15, 2022, I served the foregoing document(s) described as:

**[AMENDED PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER
THE PRIVATE ATTORNEYS' GENERAL ACT, REASONABLE ATTORNEYS' FEES,
COSTS, AND ENHANCEMENT PAYMENT**

on the interested party(ies) in this action as follows:

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Netta Rotstein, Esq.
Email: nrotstein@hkemploymentlaw.com
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Santa Monica, CA 90401
Attorneys for Defendant MICHAEL STARS, INC.

[X] (VIA ELECTRONIC MAIL) Pursuant to California Rule of Court 2.251(c), I caused the document described above to be sent to the persons at the electronic service addresses listed above via third party cloud service One Legal.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 15, 2022, at El Segundo, California.



Wendy Sanchez