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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

12 JUANA PARADA, individually, and on
13 behalf of other aggrieved employees,

14 Plaintiff,

15 vs.

16 ROCHELLE STERLING and DONALD T.
17 STERLING, a married couple, doing business
as BEVERLY HILLS PLAZA HOTEL &
18 SPA; and DOES 1 through 100, inclusive,

19 Defendants.
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Case No. 23STCV27868

[Assigned for all purposes to the Hon. Alison Mackenzie, Dept. 55]

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING APPROVAL OF PAGA
SETTLEMENT**

Date: December 4, 2025
Time: 8:30 a.m.
Dept: 55

Reservation ID: 014313461645

[Filed concurrently with Notice of Motion and Motion; Declaration of Karen L. Wallace]

Complaint filed: November 14, 2023
FAC filed: January 17, 2024
Trial date: None set

1 **PROPOSED ORDER**

2 Plaintiff's Motion for Approval of PAGA Settlement came before the Court, the Honorable
3 Alison Mackenzie presiding, on December 4, 2025. The Court, having considered the papers and
4 arguments submitted in support of the Motion and for good cause shown, hereby ORDERS the
5 following:

6 1. All terms used herein shall have the same meaning as defined in the Settlement
7 Agreement and Release (the "Agreement"), a copy of which is attached hereto as Exhibit 1.

8 2. Pursuant to the Private Attorneys General Act ("PAGA"), Cal. Lab. Code §§
9 2699(1)(2), (1)(4), the Labor Workforce and Development Agency ("LWDA") has been given
10 notice of the Settlement. Specifically, on the date Plaintiff filed the motion seeking approval of the
11 Settlement with the Court, Plaintiff submitted to the LWDA a Notice of Settlement enclosing a
12 copy of the Agreement. Plaintiff's Notice of Settlement to the LWDA complied with the
13 requirements of PAGA.

14 3. The Court confirms approval of the Settlement as to the following group of
15 individuals, collectively referred to as "Aggrieved Employees": all persons employed by
16 Defendant in California during the PAGA Period, from August 29, 2022, to March 24, 2025, and
17 classified as non-exempt.

18 4. The Court has jurisdiction over the subject matter of this litigation, over all
19 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
20 under the Settlement. The Court hereby approves the Settlement, as set forth in the Agreement, as
21 fair, reasonable, and adequate, and directs the Parties to effectuate the Agreement according to its
22 terms.

23 5. The Settlement is approved pursuant to Cal. Lab. Code § 2699(s)(2).

24 6. The Notice of PAGA Settlement and Release of Claims, attached hereto as Exhibit 2,
25 *infra*, fairly and adequately describes the Action, the approved Agreement, and is the best notice
26 practicable under the circumstances.

27 7. The Court approves the following release of claims:

28 Plaintiff and her respective former and present spouses, representatives, agents,

1 attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns
2 generally, release and discharge Released Parties from all claims, transactions, or
3 occurrences including, but not limited to: (a) all claims that were, or reasonably
4 could have been, alleged, based on the facts contained in the Operative Complaint
5 and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to
6 any claims or actions to enforce this Agreement, or to any claims for vested
7 benefits, unemployment benefits, disability benefits, social security benefits,
8 workers' compensation benefits that arose at any time, or based on occurrences
9 outside the PAGA Period, which claims are released by separate individual
10 agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different
11 from, or in addition to, the facts or law that Plaintiff now knows or believes to be
12 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in
13 all respects, notwithstanding such different or additional facts or Plaintiff's
14 discovery of them.

15 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
16 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
17 which reads: A general release does not extend to claims that the creditor or
18 releasing party does not know or suspect to exist in his or her favor at the time of
19 executing the release, and that if known by him or her would have materially
20 affected his or her settlement with the debtor or Released Party.

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

27 8. The Gross Settlement Amount, Net Settlement Amount, and the methodology used
28 to calculate each Aggrieved Employee's Individual PAGA Payment, in accordance with the
Agreement is approved pursuant to Cal. Lab. Code § 2699(e)(2).

9. The Court authorizes the Administrator to calculate and pay the Individual PAGA
Payments, in accordance with the terms of the Settlement.

10. The Court awards Phoenix Settlement Administrators, the Administrator in this
Action, its fees and costs in the amount of Four Thousand Dollars (\$4,000.00) to be paid from the
Gross Settlement Amount.

11. The Court awards Plaintiff Juana Parada a One Thousand Dollar (\$1,000.00) service
award to be paid from Gross Settlement Amount.

12. The Court approves the allocations and payment of Twelve Thousand Two Hundred

1 Sixty-Nine Dollars (\$12,269.00) for the compromise of claims brought under PAGA, to be paid in
2 accordance with the terms of the Agreement.

3 13. Under the Settlement, 75% of the Net Settlement Amount will be paid to the State
4 of California Labor Workforce Development Agency ("LWDA PAGA Payment"). The remaining
5 25% of the Net Settlement Amount shall be distributed to the Aggrieved Employees in accordance
6 with the terms of the Agreement.

7 14. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
8 for 180 days after issuance. Funds remaining from any checks for any Individual PAGA Payment
9 uncashed after 180 days will be disbursed to the California State Controllers' Office Unclaimed
10 Property Fund.

11 15. The Court approves reasonable attorneys' fees in the amount of Eighteen Thousand
12 Six Hundred Thirty-One Dollars (\$18,631.00) to Plaintiff's counsel in the Action.

13 16. The Court approves reasonable costs in the amount of Eighteen Thousand Four
14 Hundred Sixty-Seven Dollars and Sixty-Three Cents (\$18,467.63) to Plaintiff's counsel in the
15 Action.

16 17. The Court retains exclusive and continuing jurisdiction over this Action for the
17 purposes of supervising, administering, implementing, interpreting, and enforcing this Order, as
18 well as the Agreement.

19 18. Nothing in this Judgment or the Agreement shall be construed as an admission or
20 concession by any party. The Agreement and this resulting Judgment simply represent a
21 compromise of disputed allegations.

22 19. If anything in this Judgment conflicts with the terms of the Court's approval of the
23 Settlement pursuant to the Court's December 4, 2025 Minute Order, a copy of which is attached
24 hereto as Exhibit 2, the Court's approval of the Settlement shall govern.

25 20. Plaintiff is directed to submit a copy of this Judgment and Order to the LWDA
26 within 10 days of the date of this Order.

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21. This Action is hereby DISMISSED WITH PREJUDICE.

IT IS SO ORDERED.



A handwritten signature in black ink, appearing to read "Alison Mackenzie", is written over the seal.

DATED: 12/04/2025

Alison Mackenzie / Judge
HON. ALISON MACKENZIE
JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18,
4 and my business address is 1156 E. Green Street, Suite 200 Pasadena, California 91106.

5 On September 16, 2025, I served the document described as **[PROPOSED] JUDGMENT**
6 **AND ORDER GRANTING APPROVAL OF PAGA SETTLEMENT** on the following
interested parties and/or their counsel in this action by the method(s) noted below:

7 Linda M. Toutant (158866)
8 Greg A. Garbacz (167007)
9 KLINEDINST PC
777 S. Figueroa St., Suite 4000
Los Angeles, CA 90017
Telephone: (213) 442-7000
Facsimile: (213) 406-1101
10 Email: ltoutant@klinedinstlaw.com
11 ggarbacz@klinedinstlaw.com

12 Attorneys for Defendant ROCHELLE STERLING and DONALD T. STERLING, a
married couple, dba BEVERLY HILLS PLAZA HOTEL & SPA

- 13 ☐ **(BY FIRST CLASS MAIL):** I caused an envelope containing the above-
14 described document to be deposited in the United States mail at Pasadena,
California. The envelope was mailed with postage thereon fully prepaid.
- 15 ☐ **(BY EXPRESS MAIL):** I placed the above-described document in an envelope
16 for collection and delivery on this date in accordance with the standard express
mail procedures of the United States Postal Service.
- 17 ☒ **(BY EMAIL):** The above-described document was emailed to the above
18 addressee(s)' email address(es) as full and complete service pursuant to California
Code of Civil Procedure § 1010.6(a).
- 19 ☒ **(BY ELECTRONIC SERVICE):** I caused the above-described document to be
20 served electronically via Green Filing (authorized and court-approved Electronic
Filing Service Provider).
- 21 ☐ **(BY PERSONAL SERVICE):** I personally served the above-described document
22 to the above addressee(s) on this day.
- 23 ☒ **(STATE):** I declare under penalty of perjury under the laws of the State of
California that the above is true and correct.

24 Executed on September 16, 2025 at Pasadena, California.

25 
26 Ashley Castillo