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

9 MICHAEL C. MIGLIORANZA,

10 Plaintiff,

11 v.

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13 IL FORNAIO (AMERICA) LLC; and DOES 1
through 100, inclusive,

14 Defendants.
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Case No.: 24STCV08111

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS,
ENHANCEMENT FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

RESERVATION ID: 432421623443

Hearing Information:

Date: June 18, 2026
Time: 9:30 am
Dept.: 408
Judge: Hon. Peter A. Hernandez

1 This matter has come before the Honorable Peter A. Hernandez in Department 408 of the Superior
2 Court of the State of California, for the County of Los Angeles, on June 18, 2026 at 9:30 a.m., on Plaintiff
3 Michael C. Miglioranza’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor
4 Code § 2698, *Et Seq.*) (“PAGA”) Settlement Agreement and Award of PAGA Counsel Fees Payment,
5 PAGA Counsel Litigation Expenses Payment, Enhancement Payment, and Administration Expenses
6 Payment (“Motion for Approval of Settlement”). Domb & Rauchwerger LLP appeared for Plaintiff and
7 Rutan & Tucker, LLP appeared for Defendant Il Fornaio (America) LLC (“Defendant”).

8 Plaintiff and Defendant (together, the “Parties”) executed the PAGA Settlement Agreement
9 (“Settlement,” “Settlement Agreement,” or “Agreement”), which was presented to the Court for approval,
10 attached to the Declaration of Devin Rauchwerger as Exhibit 1 in support of the Motion.

11 The Court has reviewed and considered: (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff’s Counsel Devin Rauchwerger, Plaintiff Michael C. Miglioranza, and Jodey
13 Lawrence from Phoenix Class Action Administration Solutions, and (3) the Settlement Agreement. Having
14 duly considered the Parties’ papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

16 1. The Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing
20 the California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of the
21 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
22 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
23 2699.3(a).

24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
25 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
26 appear in the above-captioned action (“Action”).

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1 5. The PAGA Employees covered under the Settlement consist of the following individuals:
2 All non-exempt employees who worked at Defendant at any time during the PAGA Period (from
3 January 23, 2023 to October 16, 2025), and who have not previously released claims against
4 Defendant under PAGA.

5 6. The Court finds that the Parties reached the Settlement as a result of arm's-length
6 negotiations.

7 7. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated
8 for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just,
9 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
10 Amount shall be the Gross Settlement Amount (\$1,340,000) less the approved Attorneys' Fees and Costs to
11 Domb & Rauchwerger ("Plaintiff's Counsel"), Enhancement Payment to Plaintiff, and Settlement
12 Administration Costs to Phoenix Settlement Administrators (the "PAGA Settlement Administrator").
13 Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA
14 Payment") and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the
15 Aggrieved Employees ("Employees' Portion") in accordance with this Order and Judgment and the
16 Settlement Agreement.

17 8. The Court has considered the Settlement, and the monetary allocations provided thereby, and
18 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
19 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
20 with, this Order and Judgment and the Settlement Agreement.

21 9. The Court approves the payment of \$469,000 to Domb & Rauchwerger LLP for attorneys'
22 fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance
23 with this Order and Judgment and the Settlement Agreement.

24 10. The Court approves the payment of \$10,177.49 to Domb & Rauchwerger LLP for
25 reimbursement of litigation costs and expenses incurred in the Action. This amount shall be paid from the
26 Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
27 Settlement Agreement.

28 11. The Court approves payment in the amount of \$10,000 to Plaintiff Michael C. Miglioranza
 for his Enhancement Payment. This amount shall be paid from the Gross Settlement Amount and shall be

1 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

2 12. The Court approves payment of \$10,995 to Phoenix Class Action Settlement Administrators
3 for the Settlement Administration Costs. This amount shall be paid from the Gross Settlement Amount and
4 shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

5 13. The Parties are directed to perform in accordance with the terms set forth in this Order and
6 Judgment and the Settlement Agreement.

7 14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
8 Employees; however, the Court approves the Notice Cover Letter, attached hereto as “**EXHIBIT 1**,” and
9 the PAGA Settlement Administrator shall distribute the Notice Cover Letter to the Aggrieved Employees at
10 the same time that it distributes payments to Aggrieved Employees for their share of the Employees’ Portion
11 (“Individual Settlement Share”).

12 15. Within 7 calendar days of the Effective Date, as that term is defined in the Settlement
13 Agreement, Defendant shall fund the Gross Settlement Amount in an account established by the Settlement
14 Administrator.

15 16. Within 15 days of the Effective Date, Defendant will provide the PAGA Settlement
16 Administrator with the PAGA Employee Data, in accordance with this Order and Judgment and the
17 Settlement Agreement.

18 17. Within 15 days after Defendant funds the Gross Settlement Amount, the Settlement
19 Administrator shall distribute the Individual Settlement Share checks to PAGA Employees, LWDA Payment
20 to the LWDA, Enhancement Payment to Plaintiff, Attorneys’ Fees and Costs to Plaintiff’s Counsel, and
21 payment to itself for the Settlement Administration Costs, as provided for by this Order and Judgment and
22 the Settlement Agreement.

23 18. The Individual Settlement Share checks issued to PAGA Employees shall remain valid and
24 negotiable for 180 calendar days, and thereafter, shall be cancelled. Funds associated with such cancelled
25 checks shall be sent to Legal Aid at Work.

26 19. PAGA Employees do not have the right to opt out of or object to the Settlement. Upon the
27 entry of this Order and Judgment and full funding of the Gross Settlement Amount, all PAGA Employees
28 and the State of California will be deemed to have released the Released Parties for the Released PAGA

1 Claims, as those terms are defined in the Settlement Agreement.

2 20. No individualized notice of this Order and Judgment is required to be provided to the
3 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system
4 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

5 21. The Court will retain jurisdiction pursuant to Code of Civil Procedure § 664.6 for purposes
6 of enforcing the Settlement Agreement and this Order and Judgment.

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8 Date: _____

9 PETER A. HERNANDEZ
10 JUDGE OF THE SUPERIOR COURT
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