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Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles

08/30/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: A. He Deputy

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

MARIA CEBALLOS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

FLAIR CLEANERS, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No. 20STCV28196

*[Assigned for all purposes to the
Honorable Stuart M. Rice, Dept. SSC-1]*

~~PROPOSED~~ FINAL JUDGMENT

Date: August 30, 2022

Time: 10:30 a.m.

Dept: SSC-1

Complaint Filed: July 23, 2020

Trial Date: None set.

Electronically Received 08/05/2022 10:53 AM

1 **JUDGMENT**

2 This matter came on regularly for hearing before this Court on August 30, 2022 at 10:30
3 a.m., pursuant to California Rule of Court 3.769 and this Court’s earlier Order granting
4 preliminary approval. Having considered the parties’ Stipulation of Settlement (“Settlement
5 Agreement” or “Settlement”) and the documents and evidence presented in support thereof, and
6 the submissions of counsel, the Court hereby ORDERS as follows:

7 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
8 the Settlement and this Court’s Order Granting Final Approval of Class Action Settlement (“Final
9 Approval Order”). The Settlement Class is comprised of the following individuals:

10 All current and former non-exempt employees who are or were employed
11 by Defendant Flair Cleaners, Inc. in the State of California at any time
12 between April 6, 2016 and December 23, 2021 (the “Class Period”).

13 2. No Settlement Class member objected to the Settlement. Further, no Settlement
14 Class member opted out of the Settlement, and therefore, all Settlement Class members are bound
15 by this Judgment.

16 3. Upon satisfaction of all obligations under the Settlement and the Final Approval
17 Order, as of the Final Effective Date, and upon Defendant Flair Cleaners, Inc.’s complete funding
18 of the Gross Settlement Amount, Plaintiff Maria Ceballos (“Plaintiff”) and every member of the
19 Settlement Class will fully release and discharge Defendant and any of its former or present
20 parents, subsidiaries, affiliates, investors, partners, owners, related organizations, predecessors or
21 successors, and all agents, employees, officers, directors, members, managers, holding
22 companies, insurers, and attorneys thereof, (collectively, the “Released Parties”) from all claims,
23 causes of action, and legal theories alleged or which could have been alleged or otherwise raised
24 based on the facts alleged in the Operative Complaint , including: (a) failure to pay all overtime
25 wages, including claims relating to a bonus or commission program; (b) failure to pay all
26 minimum wages; (c) failure to provide all meal periods, or premium pay for non-compliant meal
27 periods; (d) failure to authorize and permit all rest periods, or premium pay for non-compliant
28 rest periods; (e) failure to furnish accurate and compliant itemized wage statements; (f) failure to

1 timely pay all wages due or final wages due; and (g) all claims for unfair business practices that
2 could have been premised on the facts, claims, causes of action or legal theories of relief pled in
3 the Action (“Class Member Released Claims”). Additionally, all Settlement Class members
4 (regardless of whether they opt out) who worked for Defendant at any time from July 23, 2019
5 through December 23, 2021 (the “PAGA Period”) are “Aggrieved Employees” and shall release
6 Defendant from all claims for civil penalties under PAGA arising during the PAGA Period as
7 disclosed in Plaintiff’s July 23, 2020 Notification Letter to the Labor and Workforce Development
8 Agency (“LWDA”) (“the PAGA Released Claims”).

9 4. The Court finds that, pursuant to the Settlement, and in light of Plaintiff’s Class
10 Representative Enhancement Award, and upon Defendant’s complete funding of the Gross
11 Settlement Amount, Plaintiff has agreed to release, individually and in addition to the Released
12 Claims described above, all claims, whether known or unknown, under federal law or state law
13 against the Released Parties. The Parties understand and agree that Plaintiff is not, by way of this
14 release, releasing any workers’ compensation claims nor any other claims which cannot be
15 released as a matter of law. Notwithstanding the foregoing, Plaintiff understands that this release
16 includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded
17 by Section 1542 of the California Civil Code, which provides: “A general release does not extend
18 to claims that the creditor or releasing party does not know or suspect to exist in his or her favor
19 at the time of 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.” Specifically excluded from
21 Plaintiff’s Released Claims are any claims that cannot be released as a matter of law, such as
22 claims for workers’ compensation benefits or unemployment benefits. No workers’
23 compensation claims are being resolved under this Settlement.

24 5. This document shall constitute a final judgment pursuant to California Rule of
25 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
26 approval hearing, the court must make and enter judgment. The judgment must include a
27 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
28 judgment. The court may not enter an order dismissing the action at the same time as, or after,

1 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final
2 Approval Order, and this Judgment.

3 **IT IS SO ORDERED.**

4
5 Dated: 08/30/2022



A handwritten signature in black ink that reads "Stuart M. Rice".

6 Stuart M. Rice / Judge
7 Honorable Stuart M. Rice
8 Judge of the Superior Court
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