

JUL 14 2015

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By: Aldwin Lim, Deputy

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15 (formerly known as Promo Works, L.L.C.)

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16 **THE SUPERIOR COURT OF CALIFORNIA**  
17 **COUNTY OF LOS ANGELES**

18 Coordination Proceeding Special Title:  
19 **STAR CHAMBERS ENTERPRISES**  
20 **WAGE AND HOUR CASES**

JUDICIAL COUNCIL COORDINATION  
PROCEEDING No.: 4755

~~PROPOSED~~ ORDER

21 Included Actions:

22 *Cameron v. Star Chambers Enterprises,*  
23 *LLC, et al.*

Superior Court of California  
County of Los Angeles  
No. BC 488537

24 *Percival v. Star Chambers Enterprises,*  
25 *LLC, et al.,*

Superior Court of California  
County of San Diego  
No. 37-2013-00048418-CU-OE-CTL

*Hon. William F. Highberger, Coordination*  
*Trial Judge*  
DEPARTMENT: 322

1 WHEREAS, the following action is pending before the Court entitled "ROSEMARY  
2 CAMERON, Plaintiff, individually and on behalf of all others similarly situated, v. STAR  
3 CHAMBERS ENTERPRISES, LLC (dba 5 STAR DEMO SERVICES) and PW, L.L.C. (formerly  
4 known as Promo Works, L.L.C.), and DOES 1 through 100 inclusive, Defendants," Los Angeles  
5 County Superior Court Case No. 488537.  
6

7 WHEREAS, the parties having made application for an order approving the settlement of  
8 this action, in accordance with a Stipulation and Settlement Agreement of Class Action and  
9 Individual Claims, which sets forth the terms and conditions for a proposed settlement of the  
10 Litigation and for dismissal of the Litigation with prejudice upon the terms and conditions set forth  
11 therein; and the Court having read and considered the Stipulation and the Exhibits thereto;

12 WHEREAS, all defined terms contained herein shall have the same meanings as those set  
13 forth in the Stipulation;

14 **IT IS HEREBY ORDERED:**

15 1. The Court hereby GRANTS preliminary approval of the terms and conditions  
16 contained in the Stipulation and Settlement Agreement of Class Action and Individual Claims  
17 ("Settlement Agreement"). The Court preliminarily finds that the terms of the Settlement  
18 Agreement appear to be within the range of possible approval, pursuant to the provisions of  
19 Section 382 of the California Code of Civil Procedure and Federal Rule of Civil Procedure 23, as  
20 approved for use by the California Supreme Court in *Vasquez v. Superior Court*, 4 Cal. 3d 800,  
21 821 (1971).  
22

23 2. It appears to the Court on a preliminary basis that: (1) the settlement amount is fair  
24 and reasonable to the Class Members when balanced against the probable outcome of further  
25 litigation relating to class certification, liability and damages issues and potential appeals; (2)  
26 significant formal and informal discovery, investigation, research, and litigation have been  
27 conducted such that counsel for the Parties at this time are able to reasonably evaluate their  
28 respective positions; (3) settlement at this time will avoid substantial costs, delay and risks that

1 would be presented by the further prosecution of the litigation; and (4) the proposed settlement has  
2 been reached as the result of intensive, serious and non-collusive negotiations between the Parties.  
3 Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good  
4 faith, pursuant to Section 877.6 of the California Code of Civil Procedure.

5 3. The Court hereby GRANTS conditional certification of the provisional class, in  
6 accordance with the Settlement Agreement for the purposes of this Class Settlement only. The  
7 Class is defined as:

8 **“All California based Engagement Specialists (aka Product Demonstrators)**  
9 **and employees who performed tasks similar to Engagement Specialists**  
10 **between July 17, 2008 through December 31, 2013.**

11 4. The Court hereby authorizes the retention of Gilardi & Co., LLC as Settlement  
12 Administrator for the purpose of this Settlement.

13 5. The Court hereby conditionally finds that Matthew Righetti of Righetti Glugoski,  
14 P.C. may act as counsel for the Class, and that Plaintiffs Rosemary Cameron and Lisa Percival  
15 may act as class representative for the Class.

16 6. The Court hereby APPROVES the proposed Notice of Class Action Settlement and  
17 Settlement Hearing (the “Notice”), attached hereto as Exhibit A. The Court finds that the Notice  
18 along with the related notification materials constitute the best notice practicable under the  
19 circumstances and are in full compliance with the laws of the State of California, to the extent  
20 applicable, the United States Constitution, and the requirements of due process. The Court further  
21 finds that the Notice appears to fully and accurately inform the Class Members of all material  
22 elements of the proposed Settlement Agreement, of the Class Members’ right to be excluded from  
23 the Class, and of each Class Member’s right and opportunity to object to the Class Settlement. The  
24 Notice shall be mailed via first class mail to the most recent known address of each Class Member  
25 pursuant to the timeline set forth in the Stipulation of Class Action Settlement, and 25 days  
26 thereafter a reminder postcard shall be mailed via first class mail to Class Members who have not  
27 yet responded.

1           7.       The Court hereby APPROVES the proposed procedure for exclusion from the Class  
2 by submitting a written statement requesting exclusion from the Class. Any Class Member  
3 requesting to be excluded from the Class must submit a request for exclusion containing the Class  
4 Member's name (and former names, if any), current address, telephone number, last four digits of  
5 the Social Security Number, and a short statement requesting exclusion, to the Settlement  
6 Administrator no later than forty-five (60) days following the date on which the Settlement  
7 Administrator first mails the Notice and Claim Forms to Class Members. It is strongly  
8 recommended that any requests for exclusion be returned to the Settlement Administrator via  
9 certified mail so that Class Members wishing to exclude themselves have a record of their mailing;  
10 however, any requests for exclusion that are postmarked on or before the Objection/Exclusion  
11 deadline will be deemed timely, regardless of the mailing method. Any Class Member who  
12 submits a valid and timely request for exclusion shall no longer be a member of the Class, shall be  
13 barred from participating in the Class Settlement and shall receive no benefit from the Class  
14 Settlement. Class Members who fail to submit a valid and timely request for exclusion on or  
15 before the Objection/Exclusion Deadline Date shall be bound by all terms of the Class Settlement  
16 and any Judgment entered in this Action if the Class Settlement is approved by the Court,  
17 regardless of whether they ineffectively or untimely request exclusion from the Class Settlement.

18           8.       The Court hereby APPROVES the proposed Claim Form for use in administering  
19 the Class Settlement, attached hereto as Exhibit B. Claim Forms must be mailed to Class  
20 Members along with the Notice. Class Members must return completed Claim Forms to the  
21 Settlement Administrator, postmarked or submitted electronically through the Settlement  
22 Administrator's website, no later than sixty (60) days following the date on which the Settlement  
23 Administrator first mails the Notice and Claim Forms to Class Members.

24           9.       The Court further ORDERS that Class Counsel shall file a motion for approval of  
25 the Fees and Expense Award and the Incentive Award, with the appropriate declarations and  
26 supporting evidence, by Nov. 23, 2015, to be heard at the same time as the motion for Final  
27 Approval of the Class Settlement.

28

1           10. The Court further ORDERS that Class Counsel shall file a motion for Final  
2 Approval of the Class Settlement, with the appropriate declarations and supporting evidence,  
3 including a declaration setting forth the identity of any Class Members who Opt Out of the Class  
4 Settlement, by Nov. 23, 2015.

5           11. The Court further ORDERS that each Class Member who does not Opt Out of the  
6 Class Settlement shall be given a full opportunity to object to the proposed Settlement Agreement  
7 and request for attorneys' fees and to participate at a Final Approval Hearing, which the Court sets  
8 to commence on Dec. 16, 2015 at 11:00 am. in Department 322 of the Los Angeles County  
9 Superior Court. Any Settlement Class Member seeking to object to the proposed Class Settlement  
10 shall file such objection in writing with the Court and shall serve such objection by first class or  
11 certified mail on Class Counsel and Defendant's Counsel no later than sixty (60) days following  
12 the date on which the Settlement Administrator first mails the Notice and Claim Forms to Class  
13 Members. Any Class Member who fails to file and serve a timely written objection shall be  
14 foreclosed from objecting to the proposed Settlement Agreement, unless otherwise ordered by the  
15 Court.

16           12. The Court further ORDERS that pending further order of this Court, all proceedings  
17 in this Action except those contemplated herein and in the Settlement Agreement are stayed.

18           13. If the Court grants final approval, Settlement Class Members and their successors  
19 shall conclusively be deemed to have given a release, as set forth in the Settlement Agreement and  
20 Notice, against the Released Parties, and all Settlement Class Members and their successors shall  
21 be permanently enjoined and forever barred from asserting any claim related to this Action against  
22 the Released Parties. If for any reason the Court does not execute and file a Final Approval Order,  
23 the proposed Class Settlement subject to this Order and all evidence and proceedings had in  
24 connection with the Class Settlement shall be null and void.

25 IT IS SO ORDERED.

26  
27 DATED: 7/14/15

WILLIAM F. HIGHBERGER, JUDGE

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HON. WILLIAM F. HIGHBERGER