

ORIGINAL FILED

MAR 18 2011

LOS ANGELES SUPERIOR COURT

1 Kevin T. Barnes, Esq. (#138477)  
Gregg Lander, Esq. (#194018)  
2 LAW OFFICES OF KEVIN T. BARNES  
5670 Wilshire Boulevard, Suite 1460  
3 Los Angeles, CA 90036-5627  
Tel.: (323) 549-9100 / Fax: (323) 549-0101  
4 Email: Barnes@kbarnes.com

5 Joseph Antonelli, Esq. (#137039)  
Janelle Carney, Esq. (#201570)  
6 LAW OFFICE OF JOSEPH ANTONELLI  
1000 Lakes Drive, Suite 450  
7 West Covina, CA 91790-2918  
Tel.: (626) 917-6228 / Fax: (626) 917-7686  
8 Email: JAntonelli@antonellilaw.com

9 Attorneys for Plaintiffs, STEPHANIE VARGAS and JOSHUA MACCULLOCH, on behalf of  
10 themselves and all others similarly situated

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT-UNLIMITED

13 STEPHANIE VARGAS and JOSHUA  
14 MACCULLOCH, on behalf of themselves  
and all others similarly situated,

15 Plaintiffs,

16 v.

17 STARBUCKS CORPORATION, a  
18 Washington corporation; and DOES 1 to 100,  
inclusive,

19 Defendants.  
20  
21

Case No. BC385521  
Honorable Jane L. Johnson  
Department: 308

CLASS ACTION

~~PROPOSED~~ FINAL JUDGMENT

Date: February 22, 2011  
Time: 9:00 a.m.  
Dept: 308

Action Filed: February 14, 2008

RECEIVED  
JAN 18 2011  
BY: *ADS*

22 On February 22, 2011, the Court held a hearing to determine whether the proposed  
23 Settlement set forth in the Stipulation of Settlement (the "Agreement") executed by all the parties  
24 to the Action should be given final approval by this Court. Kevin T. Barnes of the Law Offices  
25 of Kevin T. Barnes appeared for Plaintiffs Stephanie Vargas and Joshua Macculloch  
26 (collectively, "Plaintiffs") and the Class. Mark Curiel of Akin Gump Strauss Hauer & Feld LLP  
27 appeared for Defendant Starbucks Corporation ("Starbucks"). Zero objections were filed with  
28 respect to the proposed Settlement.

1 After reviewing the pleadings and evidence filed in support of the request for final  
2 approval of the Settlement and hearing the attorneys for the Parties, the Court finds, and  
3 IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

4 1. The Court has personal jurisdiction over all Class Members, and the Court has  
5 subject matter jurisdiction to approve the Agreement and all exhibits thereto. The Class consists  
6 of all persons employed by Starbucks in the job category of barista within the state of California  
7 during the period February 14, 2004 to April 13, 2008.

8 2. The Agreement and proposed Settlement were reached after arm's-length  
9 negotiations between the Parties. The Agreement and the proposed Settlement are fair,  
10 reasonable and adequate, consistent and in compliance with all applicable requirements of the  
11 California Code of Civil Procedure, the California and United States Constitutions (including the  
12 Due Process Clause), the California Rules of Court and any other applicable law, and in the best  
13 interests of each of the Parties and the Class Members.

14 3. The Parties and their counsel are ordered to implement and to consummate the  
15 Agreement according to its terms and provisions.

16 4. Plaintiffs and all Class Members who did not timely exclude themselves from the  
17 Settlement and any person or entity acting on their behalf have released their claims against  
18 Starbucks as set forth in the Agreement. The terms of the Agreement and this Final Judgment  
19 are binding on Plaintiffs and all such Class Members, as well as their heirs, executors and  
20 administrators, successors and assigns, and those terms shall have res judicata, collateral estoppel  
21 and all other preclusive effect in all pending and future claims, lawsuits or other proceedings,  
22 including all forms of alternative dispute resolution, maintained by or on behalf of any such  
23 persons, to the extent those claims, lawsuits or other proceedings involve matters that were or  
24 could have been raised in this Action or are otherwise encompassed by the Release of Claims set  
25 forth in the Agreement.

26 5. The Class is certified for settlement purposes only. The Court finds that an  
27 ascertainable class exists and a well-defined community of interest exists in the questions of law  
28 and fact involved because (i) there are questions of law and fact common to the Class Members

1 which, as to the Agreement and all related matters, predominate over any individual questions;  
2 (ii) the Claims of the Plaintiffs are typical of the Claims of the Class Members; and (iii) in  
3 negotiating, entering into and implementing the Settlement, Plaintiffs and Plaintiffs' Attorneys  
4 have fairly and adequately represented and protected the interests of all of the Class Members.

5 6. The Notice and the notice methodology implemented pursuant to the Agreement  
6 (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated,  
7 under the circumstances, to apprise Class Members of the pendency of the Action, their right to  
8 object to or exclude themselves from the proposed Settlement and their right to appear at the  
9 Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient  
10 notice to all persons entitled to receive notice; and (iv) met all applicable requirements of the  
11 California Code of Civil Procedure, the California and United States Constitutions (including the  
12 Due Process Clause), the California Rules of Court and any other applicable law.

13 7. The Release of Claims set forth in the Agreement is incorporated by reference.  
14 The Release of Claims is effective as of the date of this Final Judgment, and forever discharges  
15 the Released Parties from any claims or liabilities arising from or related to this Action.

16 8. Plaintiffs and all Class Members who did not timely exclude themselves from the  
17 Settlement are permanently barred and enjoined from (i) filing, commencing, prosecuting,  
18 intervening in, participating in (as class members or otherwise), or receiving any benefits or  
19 other relief from, any other lawsuit, in any state or federal court, arbitration, or administrative,  
20 regulatory or other proceeding or order in any jurisdiction based on or relating to the claims and  
21 causes of action, or the facts and circumstances relating thereto, in this Action; and (ii)  
22 organizing such Class Members into a separate class for purposes of pursuing as a purported  
23 class action (including by seeking to amend a pending complaint to include class allegations, or  
24 by seeking class certification in a pending action) any lawsuit based on or relating to the claims  
25 and causes of action, or the facts and circumstances relating thereto, in this Action.

26 9. The Court hereby grants Plaintiffs' Attorneys' request for an award of reasonable  
27 attorneys' fees in the amount of ~~\$750,000~~ <sup>\$600,000.00</sup>. The Court further grants Plaintiffs' Attorneys'  
28 application for reimbursement of Plaintiffs' Expenses in the amount of \$ 32,235.51

1 Plaintiffs' Attorneys' request for an award of reasonable attorneys' fees and costs is justified in  
2 light of the following facts: (1) Plaintiffs' Attorneys vigorously prosecuted this case and  
3 achieved a favorable result for the class; (2) the legal issues were novel and complex and had  
4 tremendous risk associated with a class action case; and (3) Starbucks does not oppose the  
5 request. The attorneys' fees and costs shall be paid in accordance with the terms of the  
6 Agreement.

7  
8 ~~\$15,000~~ 10. The Court hereby grants the requests for Class Representative Enhancements of  
9 ~~\$15,000~~ <sup>\$12,000</sup> payable to Plaintiff Stephanie Vargas and Joshua Macculloch. These requests are  
10 justified in light of the following facts: (1) Plaintiffs spent numerous hours conferring with the  
11 Plaintiffs' Attorneys, reviewing documents, interviewing witnesses, gathering evidence,  
12 formulating discovery requests and responding to discovery; (2) Plaintiffs' efforts resulted in a  
13 favorable result for the class; and (3) Starbucks does not oppose the request. The Class  
14 Representative Enhancements will be paid to Plaintiffs in accordance with the terms of the  
15 Agreement.

16 11. Neither the fact of settlement, nor the Agreement is, or may be deemed to be, or  
17 may be used as an admission or evidence of:

- 18 a. The validity of any claim released under the Settlement;  
19 b. Any wrongdoing or liability of any person or entity released as part of the  
20 Settlement; or  
21 c. Any fault or omission in any civil, criminal or administrative proceeding  
22 in any tribunal.

23 12. Without affecting the finality of the Final Judgment, the Court shall retain  
24 continuing jurisdiction over the Action and the Parties and Class, and the administration and  
25 enforcement of the Settlement. Any disputes or controversies arising with respect to the  
26 interpretation, consummation, enforcement, or implementation of the Settlement shall be  
27 presented by motion to the Court; provided however, that nothing in this paragraph shall restrict  
28 the ability of the Parties to exercise their rights under paragraphs 1-11, above.

///


1 ///  
2 ///  
3 ///  
4 ///  
5 ///  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

13. The Agreement, including the definitions applicable to the Agreement, is incorporated by reference into this Final Judgment.

14. There being no just reason to delay, the Clerk is directed to enter this Final Judgment forthwith.

IT IS SO ORDERED.

Dated: MAR 18 2011

  
Hon. Jane L. Johnson  
Judge of the Superior Court