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 and on behalf of other individuals similarly situated

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES- POMONA COURTHOUSE SOUTH**

CHIEMI MANINGAS-NG, individually and on
 behalf of other individuals similarly situated,

Plaintiff,

v.

APPLE AMERICAN GROUP, LLC, a Tennessee
 limited liability company; and DOES 1 through
 100, inclusive

Defendant.

Case No. 20STCV31468

*[Assigned for all purposes to the Honorable
 Thomas C. Falls, Department R]*

**[PROPOSED] ORDER AND JUDGMENT
 GRANTING APPROVAL OF PAGA
 SETTLEMENT**

Reservation No.: 466138867618
 Date: February 9, 2022
 Time: 10:00 AM
 Dept.: R

FAC Filed: January 26, 2021
 Complaint Filed: August 17, 2020
 Trial Date: None

1 Plaintiff's Motion for Approval of PAGA Settlement came before this Court as duly noticed.
2 This is an action under the Private Attorneys General Act ("PAGA"), Labor Code section 2698, *et*
3 *seq.*, brought by Plaintiff Chiemi Maningas-Ng ("Plaintiff") against Defendant Apple American Group
4 LLC ("Defendant"). The Court, having considered the papers submitted in support of Plaintiff's
5 unopposed motion and the arguments of counsel, and having considered the Settlement and Release
6 agreement ("Settlement Agreement"), HEREBY ORDERS AS FOLLOWS:

7 1. The Court, for purposes of this Order, refers to all defined terms (*i.e.*, terms with initial
8 capitalization) as set forth in the Settlement Agreement.

9 2. The Court hereby grants approval of the Settlement, based on the terms set forth in the
10 Settlement Agreement. The Court finds that the Settlement Agreement meets all the requirements for
11 approval of a settlement under PAGA, including the notice of the settlement having been properly
12 provided to the California Labor and Workforce Development Agency ("LWDA"). The Court finds
13 that the LWDA has not objected to, and is deemed to have approved, the terms of the Settlement
14 Agreement. The Court has not received any other objection to the Settlement Agreement.

15 3. The Court approves the Settlement in the amount of \$1,275,000.00.

16 4. The Aggrieved Employees are defined as Plaintiff and all persons who are or were
17 employed by Apple American Group LLC or Apple American Group II LLC and who hold or held
18 job positions that they classified as "non-exempt" employees in the State of California during the
19 period from April 6, 2019 to the date the Settlement Agreement is approved by the Court.

20 5. Administration costs of \$ ^{49,000.00 tcf}~~37,495.00~~ are approved and shall be paid to the claims
21 administrator, ILYM Group, Inc., according to the terms of the Settlement Agreement.

22 6. Plaintiff's counsel shall be awarded \$425,000.00 as attorneys' fees according to the
23 terms of the Settlement Agreement.

24 7. Plaintiff's counsel shall be awarded litigation costs of \$12, 044.00 ^{tcf}~~[up to \$15,000.00]~~
25 according to the terms of the Settlement Agreement.

26 8. No other litigation costs and/or attorneys' fees shall be awarded, either against
27 Defendant or any related persons or entities.

28 9. Pursuant to PAGA, 75% of the net penalty amount will be distributed to the LWDA

1 and 25% will be distributed to the Aggrieved Employees. (Cal. Lab. Code § 2699(i))

2 10. According to the terms of the Settlement Agreement, as of the Effective Date, each
3 Aggrieved Employee (including Plaintiff on behalf of herself, the State of California, and all
4 Aggrieved Employees), individually and on behalf of all their respective successors, assigns, agents,
5 attorneys, executors, heirs and personal representatives, shall fully release and forever discharge the
6 Releasees¹ from any and all claims, causes of action, demands, rights, liabilities, penalties, attorneys'
7 fees, costs, damages, interest, restitution, and/or liability of any kind under PAGA, whether known or
8 unknown, that were or could have been asserted against any of the Releasees in the Lawsuit and/or the
9 PAGA Letter, including, but not limited to, claims for failure to pay wages including, but not limited
10 to, overtime wages and minimum wages, failure to provide meal and rest periods, unpaid
11 compensation or premium pay arising out of missed, late, on-duty and/or short meal and rest periods,
12 failure to pay wages at termination or during employment at designated times, failure to provide
13 accurate itemized wage statements, and failure to reimburse employees for business expenses,
14 including but not limited to all PAGA claims under California. Labor Code sections 200-204, 206,
15 210, 218, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194,
16 1194.1, 1194.2-1194.5, 1197, 1197.1, 1198, 1199 and 2802, IWC Wage Order 5 or any other
17 applicable Wage Order, or under any common, local, state, or federal law. This release shall extend to
18 all such claims arising from or relating to any and all acts, events and omissions that occurred and/or
19 accrued during the Covered Period.

20 11. The Court hereby issues a Final Order entering judgment in favor of Plaintiff, the State
21 of California, and the Aggrieved Employees in the amount of \$1,275,000.00 in accordance with the
22 terms of the Settlement Agreement.

23 12. Each Aggrieved Employee (including Plaintiff on behalf of herself, the State of
24 California, and all Aggrieved Employees) are prohibited from ever asserting a claim released under
25 the Settlement Agreement, and from commencing or joining a lawsuit or adversary proceeding against

26 ¹ "Releasees" means Defendant, Apple American Group II LLC, Flynn Restaurant Group LP, and each of their
27 respective present and former parents, subsidiaries, divisions, affiliates, acquired companies, and each of their respective
28 present and former officers, directors, employees, partners, shareholders, agents, trustees, representatives, attorneys,
insurers, predecessors, successors, assigns, affiliated companies and entities, and any individual or entity that could be
jointly liable with any of the foregoing.

1 the Releasees for the claims released under the Settlement Agreement on their own behalf or as a
2 representative of others.

3 13. This document shall constitute the final judgment in this action and the Court shall
4 retain jurisdiction over the parties to enforce its terms.

5 14. This Court shall retain jurisdiction with respect to all matters related to the
6 administration and consummation of the Settlement, and the determination of all controversies relating
7 thereto, pursuant to California Code of Civil Procedure section 664.6.

8 15. According to the terms of the Settlement Agreement, neither the existence of the
9 Settlement nor anything contained in the Settlement shall be construed or deemed as an admission of
10 liability, culpability, negligence, or wrongdoing on the part of any of the Releasees. Nothing therein
11 shall constitute an admission by any of the Releasees that the Lawsuit was properly brought as a
12 representative action, other than for settlement purposes. Settlement of the Lawsuit, the negotiation
13 and execution of the Settlement Agreement, and all acts performed or documents executed pursuant
14 to or in furtherance of the Settlement or the settlement of the Lawsuit: (a) are not, shall not be deemed
15 to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of
16 any of the Releasees or of the truth of any of the factual allegations in the operative complaint in the
17 Lawsuit; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of
18 any fault or omissions on the part of any of the Releasees in any civil, criminal, or administrative
19 proceeding in any court, administrative agency or other tribunal; (c) are not, shall not be deemed to
20 be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims
21 for representative treatment, or administration other than for purposes of administering the Settlement;
22 and (d) shall not constitute or be deemed a waiver of any of the Releasees' right to compel arbitration
23 of any dispute with Aggrieved Employees that are not the subject of the releases in the Settlement
24 Agreement.

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1 16. This Order is intended to be a final disposition of the Lawsuit in its entirety and
2 judgment shall be entered in accordance therewith.

3
4 Dated: 02/09/2022



A handwritten signature in black ink, appearing to read "Thomas C. Falls", written over a horizontal line.

HON. THOMAS FALLS
JUDGE OF THE SUPERIOR COURT
Thomas C. Falls / Judge