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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **IN AND FOR THE COUNTY OF SANTA CLARA**

13 MAURICIO VIDES, on behalf of the State
14 of California, as a private attorney general,

15 Plaintiff,

16 vs.

17 FLIGHTS RESTAURANT GROUP, INC.,
18 a Corporation; FLIGHTS RESTAURANT
19 BURLINGAME, INC., a Corporation;
20 FLIGHTS RESTAURANT CAMPBELL,
21 INC., a Corporation; FLIGHTS
22 RESTAURANT LOS GATOS, INC., a
23 Corporation; and DOES 1 through 50,
24 inclusive,

25 Defendants.

Case No.: 22CV402958

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: July 3, 2024

Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner

Dept.: 19

Action Filed: September 9, 2022

Trial Date: Not yet set

1 **ORDER AND JUDGMENT**

2 Plaintiff Mauricio Vides (“Plaintiff”) moves for approval of the settlement of Plaintiff’s
3 claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to
4 California Labor Code § 2699(1), against Defendants Flights Restaurant Group, Inc., Flights
5 Burlingame, Inc., Flights Campbell, Inc., and Flights Los Gatos, Inc. (“Defendants”).

6 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in
7 this action and is authorized to act as private attorney general with respect to the PAGA claims being
8 released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”), which is
9 incorporated by reference. The California Labor Workforce Development Agency was provided
10 with notice of the Settlement and the motion for approval of the PAGA settlement via its online
11 process and no objection has been received to the settlement or the motion from the Labor
12 Workforce Development Agency.

13 The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA
14 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
15 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
16 \$265,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed
17 \$6,000) for ILYM Group, Inc. to administer the settlement, PAGA Counsel Fees Payment in the
18 amount of \$88,333.00 (one-third of the Gross Settlement Amount), PAGA Counsel Litigation
19 Expenses Payment in the amount of \$14,786.87, and a service award to the Plaintiff in the amount of
20 \$12,500. The PAGA Payment, which is the amount remaining of the Gross PAGA Settlement
21 Amount after deduction of the Administration Expenses Payment, PAGA Counsel Fees Payment,
22 PAGA Counsel Litigation Expenses Payment and service award, shall be allocated to Labor Code
23 2699 penalties, including other civil penalties specified in the Labor Code, of which 75% of the
24 payment will be paid to the LWDA (no less than \$99,875.25) and 25% will be paid to the Aggrieved
25 Employees (no less than \$33,291.75).

26 The Court, having reviewed the evidence and papers submitted and argument of counsel,
27 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff’s motion and approves the
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1 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
2 allocated and paid out as set forth in the Settlement Agreement.

3 The “Aggrieved Employees” are defined as all individuals who are or previously were
4 employed by Defendants Flights Restaurant Group, Inc., Flights Burlingame, Inc., Flights Campbell,
5 Inc., and Flights Los Gatos, Inc. in California and classified as a non-exempt employee at any time
6 during the PAGA Period. The PAGA Period is the period from June 21, 2021 through September 20,
7 2023.

8 Upon the Effective Date of this Order and Judgment, Defendants and the Released Parties (as
9 defined in the PAGA Settlement Agreement) shall be entitled to a release of the Released PAGA
10 Claims. The “Released PAGA Claims” are all claims, debts, restitution, liabilities, demands, actions,
11 or causes of action for civil penalties that were alleged or which could have been alleged based on
12 the factual allegations in the operative complaint, as amended, in this action (the “Operative
13 Complaint”) that occurred during the PAGA Period, including all claims for civil penalties against
14 Defendants Flights Restaurant Group, Inc., Flights Burlingame, Inc., Flights Campbell, Inc., and
15 Flights Los Gatos, Inc., based on the facts of the Operative Complaint for failure to pay all wages
16 due, including overtime wages and regular wages; failure to pay overtime compensation at the
17 proper rate of pay; failure to include additional remuneration, including shift differentials, in the
18 regular rate of pay for purposes of paying overtime; failure to provide meal and/or rest periods,
19 failure to pay proper meal or rest period penalties; failure to maintain accurate time records; failure
20 to provide and maintain accurate itemized wage statements; failure to maintain accurate employee
21 payroll records; failure to timely pay wages due during or at separation of employment; waiting-time
22 penalties; and claims based on the facts of the Operative Complaint for violations of California
23 Labor Code Sections 201-204, 210, 218.6, 221, 223, 226, 226.3, 226.7, 246, 510, 512, 516, 558,
24 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 and 2699 and applicable California
25 Industrial Welfare Commission (“IWC”) Wage Orders, including IWC Wage Order No. 1 (Cal.
26 Code Regs., tit. 8, § 11010) and IWC Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040) during the
27 PAGA Period, against the Released Parties. The Released PAGA Claims does not include all other
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1 claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment
2 and Housing Act, unemployment insurance, disability, social security, workers' compensation, and
3 California class claims, and PAGA claims outside of the PAGA Period. In no event shall the release
4 of the Released PAGA Claims release any individual claims of any individuals.

5 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
6 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
7 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
8 ordinance, regulation, rule or executive order (i.e., evidence of a "first" or "initial" violation), or any
9 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including
10 this Order) shall not be construed to be an admission by Defendants of any liability or wrongdoing
11 as to Plaintiff, the Aggrieved Employees, or any other person, and Defendants specifically disclaim
12 any such liability or wrongdoing.

13 This claim asserted under PAGA in this action is dismissed with prejudice. After entry of
14 this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain
15 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,
16 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
17 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
18 the distribution of settlement benefits.

19 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
20 **ENTERED ACCORDINGLY.**

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22 DATED: _____

23 THE HONORABLE THEODORE C. ZAYNER
24 JUDGE OF THE SUPERIOR COURT
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