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on behalf of himself and others similarly aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MONTGOMERY NICHOLAS MANIBOG
an individual, on behalf of himself and
others similarly situated

Plaintiff,

vs.

SBH RESTAURANT ASSOCIATES, LLC,
a California limited liability company;
WOLFGANG PUCK FINE DINING
GROUP LLC, a California limited liability
company; WOLFGANG PUCK
WORLDWIDE, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 24STCV20420

PAGA ACTION

Assigned for All Purposes To:

Hon. David S. Cunningham III
Dept.: 11

**[PROPOSED] ORDER GRANTING
UNOPPOSED MOTION FOR
APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT; FINAL
JUDGMENT**

*[filed concurrently with Plaintiff's Notice of
Motion and Motion; Memorandum of Points and
Authorities; and Declarations of William Tran,
Alvin B. Lindsay, and Jodey Lawrence]*

Date: January 6, 2026
Time: 10:30 a.m.
Dept.: 11

Original Complaint Filed: August 13, 2024
First Amended Complaint filed: October 17, 2024
Trial: None Set

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On January 6, 2026 at 10:30 a.m. in Department 11, Plaintiff Montgomery Nicholas Manibog’s (“Plaintiff”) unopposed Motion for Approval of the Private Attorneys General Act (“PAGA”) Settlement Agreement (“Settlement Agreement”) under California Labor Code § 2698 *et seq.* came before the Court for hearing. Plaintiff appeared via counsel (“PAGA Counsel”) and counsel also appeared for Defendants SBH Restaurant Associates, LLC; Wolfgang Puck Fine Dining Group LLC; and Wolfgang Puck Worldwide, Inc. (“Defendants”). There were no other appearances and no objections to the Motion. Having considered the Motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiff’s Motion is GRANTED.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Order incorporates the Settlement Agreement entered into between Plaintiff, on behalf of himself and the State of California, on the one hand, and Defendant on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. There are approximately 150 Aggrieved Employees, defined as “all current and former hourly-paid non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.”

3. The PAGA Period is defined as the period from August 13, 2023, through (the date the Court enters the Order granting approval of the Agreement).

4. The Court has considered the nature of the claims, the amount paid in settlement, which is **\$147,500.00** (“Gross Settlement Amount”), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties

1 to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

2 5. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted
3 to the Labor and Workforce Development Agency fully and adequately complied with the notice
4 requirements of California Labor Code § 2699.

5 6. Upon the Effective Date, Plaintiff and the Aggrieved Employees shall be bound by
6 the releases set forth in the Settlement Agreement as follows: Effective on the date when Defendant
7 fully funds the entire Gross Settlement Amount, the Aggrieved Employees are deemed to release,
8 on behalf of themselves and their respective former and present representatives, agents, attorneys,
9 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
10 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts
11 stated in the Operative Complaint, and the PAGA Notice, for claims for Defendant's alleged failure
12 to pay minimum, earned, and overtime wages, provide compliant meal and rest periods and
13 associated premium payments, timely pay wages during employment and upon termination, provide
14 complaint wage statements, keep requisite payroll records, and reimburse necessary business-
15 related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.2,
16 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 432.5, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5,
17 1185, 1194, 1194.1, 1197, 1197.1, 1198, 1199, 2802, and 2810.5, and the applicable Industrial
18 Welfare Commission Wage Order.

19 7. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
20 are admissions by Defendant, or any of the other Released Parties, of liability on any of the
21 allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the
22 Action, or of any wrongdoing by Defendant, or any of the other Released Parties.

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1 8. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. as PAGA
2 Counsel for settlement purposes.

3 9. Pursuant to the terms of the Settlement, the Court awards Attorneys' Fees to PAGA
4 Counsel in the total amount of **\$49,166.67**, to be paid out of the Gross Settlement Amount, as final
5 payment for and satisfaction of any and all attorney's fees arising out of the Action.

6 10. Pursuant to the terms of the Settlement, the Court awards Attorneys' Costs to PAGA
7 Counsel in the amount of **\$20,091.00**, to be paid out of the Gross Settlement Amount, as final
8 payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

9 11. The Court appoints Apex Class Action Settlement Administrator ("Apex") to serve
10 as the Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court
11 awards administration related payments in the amount of **\$3,750.00** as compensation for its fees
12 and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement
13 Amount.

14 12. The Court hereby approves the Notice of PAGA Settlement and Release of Claims
15 attached at Exhibit A to the Settlement Agreement for mailing with the disbursement settlement
16 payments by Apex.

17 13. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of
18 approximately **\$74,492.33** shall be allocated as follows: 65% (**\$48,420.01**) will be paid to the
19 LWDA and the remaining 35% (**\$26,072.32**) will be paid to the Allegedly Aggrieved Employees
20 pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA
21 Payments.

22 14. Defendants will not be required to pay any additional amounts in connection with
23 the Settlement other than those amounts specifically set forth in the Settlement Agreement and this
24 Order.

25 15. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
26 purposes of supervising the implementation, enforcement, construction, administration, and
27 interpretation of the Settlement Agreement and this Judgment.

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1 16. The Court hereby enters judgment of the entire Action, with prejudice, for the
2 reasons set forth above and upon the terms set forth in the Settlement Agreement.

3 17. This Judgment is intended to be a final disposition of the above-captioned action in
4 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
5 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

6 **IT IS SO ORDERED.**

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8 DATED: _____, 2026

9 Hon. David S. Cunningham III
10 Judge of the Superior Court
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