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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

MARTHA YAMASAKI, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

EVERBOWL, LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21STCV33554

Honorable Cherol J. Nellon
Department 14

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFF’S MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS’ FEES AND
COSTS, GENERAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION
COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor
Code § 2698, *Et Seq.*) Settlement Agreement
and Award of Attorneys’ Fees and Costs,
General Release Fee, and Settlement
Administration Costs; Declaration of Plaintiff
(Martha Yamasaki); Declaration of Defendant
(Erik Hansen); and [Proposed] Order and
Judgment filed concurrently herewith]

Reservation ID: 446895738511
Date: October 3, 2024
Time: 8:30 a.m.
Department: 14

Complaint Filed: September 10, 2021
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwazian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Martha Yamasaki ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

ADEQUACY OF LAWYERS for JUSTICE, PC

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal education and training in dispute resolution and negotiation from the *Straus Institute for Dispute Resolution* as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the *Los Angeles County Superior Court*. In October of 2000, I obtained a Litigation Paralegal Certificate from *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.

LITIGATION AND REPRESENTATIVE AND

CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar.

5. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race

discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

**EXAMPLES OF RESULTS IN REPRESENTATIVE AND
CLASS ACTION CASES**

6. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

d) LFI, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) LFI, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval of the class and PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) LFI, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) LFI, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace solutions, involving allegations of misclassification of the “Operations Manager” position. On September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

h) LFI, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i) LFI, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA action involving allegations of misclassification of the salaried

1 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s
2 motion for class certification. On October 20, 2017, the court granted final approval of the class
3 and PAGA representative action settlement. The Los Angeles County Superior Court Case
4 Number is BC474784.

5 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class and PAGA representative action against a national retailer of upscale
7 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the
8 court granted final approval of the class and PAGA representative action settlement. The Los
9 Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial
10 Council Coordination Proceeding Number is 4794.

11 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class action against a national retailer of apparel and fashion accessories, on
13 behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the
14 class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

15 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class action against a national retailer of apparel, accessories, and home
17 products, involving allegations of misclassification of the “Department Manager” position. On
18 August 12, 2016, the court granted the plaintiffs’ motion for class certification in part and
19 certified a class. On August 6, 2019, the court granted final approval of the class action
20 settlement. The Alameda County Superior Court Case Number is RG13680477.

21 m) LFJ represented the plaintiff in a PAGA representative action against a
22 real estate and property management company, on behalf of non-exempt employees. On
23 November 4, 2016, the court granted approval of the PAGA representative action settlement.
24 The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

25 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of
27 non-exempt employees. On November 18, 2016, the court granted final approval of the class
28 and PAGA representative action settlement. The San Francisco County Superior Court Case

Number is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a foodservice distributor, on behalf of non-exempt employees. On January 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, which resulted in a published opinion by the California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

q) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a consumer packaging company, on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC590429.

r) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of food service industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00810013-CU-OE-CXC.

s) LFJ in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a lumber and hardware company on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2014-00747750-CU-OE-CXC.

1 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
2 representative action against a property management company, on behalf of non-exempt
3 employees. On June 14, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC586234.

6 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
7 representative action against a food company on behalf of non-exempt employees. On June 30,
8 2017, the court granted final approval of the class and PAGA representative action settlement.
9 The Sacramento County Superior Court Case Number is 34-2015-00175871.

10 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
11 representative action against a chocolate company on behalf of non-exempt employees. On July
12 19, 2017, the court granted final approval of the class and PAGA representative action
13 settlement. The Alameda County Superior Court Case Number is RG15764300.

14 w) LFJ represented the plaintiff in a PAGA representative action, against the
15 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
16 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
17 Los Angeles County Superior Court Case Number is BC569664.

18 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
19 representative action against a manufacturer of plastic containers on behalf of non-exempt
20 employees. On October 31, 2017, the court granted final approval of the class and PAGA
21 representative action settlement. The Los Angeles County Superior Court Case Number is
22 BC577233.

23 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
25 employees. On December 11, 2017, the court granted final approval of the class and PAGA
26 representative action settlement. The Los Angeles County Superior Court Case Number is
27 BC569646.

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1 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a property management company
3 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
4 approval of the class and PAGA representative action settlement. The Los Angeles County
5 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
6 Number is 4819.

7 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and representative action against a global provider of flexible office space
9 solutions. On February 15, 2018, the court entered an order granting final approval of the class
10 and PAGA representative action settlement. The Los Angeles County Superior Court Case
11 Number is BC498401.

12 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
13 wage-and-hour class action against a container manufacturer, on behalf of non-exempt
14 employees. On October 15, 2018, the court granted the plaintiff's motion for class certification.
15 The Tulare County Superior Court Case Number is VCU264528.

16 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
17 representative action against a behavioral health service provider on behalf of non-exempt
18 employees. On November 13, 2018, the court granted final approval of the class and PAGA
19 representative action settlement. The Alameda County Superior Court Case Number is
20 RG16811450.

21 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
22 PAGA representative action against a global provider of products and services to the energy
23 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the
24 court granted approval of the PAGA representative action settlement. The Kern County
25 Superior Court Case Number is S-1500-CV-280215-SDC.

26 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
27 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
28 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a

1 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
2 Council Coordination Proceeding Number is 4886.

3 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
5 employees. On September 27, 2019, the court granted the plaintiffs' motion for class
6 certification in part and certified a class. The Alameda County Superior Court Case Number is
7 RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

8 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a national retailer of apparel and
10 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
11 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
12 court granted final approval of the class and PAGA representative action settlement. The
13 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

14 hh) LFJ, in association with co-counsel therein, represented the plaintiff in a
15 wage-and-hour class and PAGA representative action against a medical equipment supplier on
16 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
17 for class certification and certified a class. On November 2, 2023, the court granted final
18 approval of the class and PAGA representative action settlement. The San Bernardino County
19 Superior Court Case Number is CIVDS1505744.

20 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
21 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
22 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
23 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
24 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted
25 approval of the PAGA representative action settlement. The San Diego County Superior Court
26 Case Number is 37-2016-00005578-CU-OE-CTL.

27 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
28 wage-and-hour class and PAGA representative action against a large national drug testing

laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. On October 28, 2022, the court granted final approval of the class and PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council Coordination Proceeding Number is 4930.

ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a plastic packaging company on behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On November 8, 2021, the court granted approval of the partial settlement of the action. On April 22, 2024, the court granted approval of the PAGA settlement and entered an order dismissing the action. The San Bernardino County Superior Court Case Number is CIVDS1507361.

mm) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On August 27, 2021, the court granted final approval of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

nn) LFJ represented the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. On January 16, 2024, the court granted final approval of the class and PAGA representative action settlement. The Solano County Superior Court Case Number is

1 FCS051001.

2 oo) LFJ represents the plaintiffs in a wage-and-hour class action against a
3 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for
4 the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On
5 July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a
6 class. The Los Angeles County Superior Court Case Number is BC707670.

7 **THE SETTLEMENT REACHED IN THE ACTION**

8 7. Marked and attached hereto as "**EXHIBIT 1**" is the Amended Private Attorneys
9 General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement
10 Agreement"), entered into between Plaintiff Martha Yamasaki, for herself and on behalf of the
11 State of California and other aggrieved employees pursuant to the Private Attorneys General
12 Act, and Defendant Everbowl, LLC ("Defendant"). The parties have also drafted and agreed to
13 the form and content of the proposed informational cover letter ("Cover Letter") for mailing to
14 Aggrieved Employees when Individual Settlement Share checks are distributed to them, in
15 substantially the form attached as "EXHIBIT 1" to the [Proposed] Order and Judgment Granting
16 Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement
17 Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement
18 Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

19 8. The Settlement pertains to the following allegedly aggrieved employees: all
20 current and former hourly-paid or non-exempt individuals employed by Defendant within the
21 State of California at any time during the PAGA Period ("Aggrieved Employees"). The "PAGA
22 Period" means the period between April 12, 2020 through January, 31, 2022.

23 9. Plaintiff has satisfied the prerequisites under California Labor Code section
24 2699.3(a), including, and not limited to, providing the California Labor and Workforce
25 Development Agency ("LWDA") and Defendant with written notice of the specific provisions
26 of the California Labor Code that are alleged to have been violated, including the facts and
27 theories to support the alleged violations, by way of written correspondence on July 7, 2021.
28 The notice was sent by U.S. Certified Mail to Defendant and was submitted to the LWDA by

1 way of online submission on the LWDA's website. The LWDA did not respond to the letter
2 that was sent on behalf of Plaintiff. A true and correct copy of the July 7, 2021 notice letter is
3 attached hereto as "EXHIBIT 2."

4 10. The Settlement is for the gross amount of One Hundred Eleven Thousand Two
5 Hundred Fifty Dollars and Zero Cents (\$111,250.00) ("Total Settlement Amount"). (Settlement
6 Agreement, § 3(a).) The Settlement Agreement provides that the "Net Settlement Amount" will
7 be the Total Settlement Amount less the following amounts: (1) Attorneys' Fees and Costs in
8 the amount of up to \$44,500.00 for attorneys' fees and up to \$9,000.00 for reimbursement of
9 litigation costs and expenses to Plaintiff's Counsel; (2) General Release Fee of up to \$10,000.00
10 to Plaintiff; and (3) Settlement Administration Costs of up to \$8,000.00 to the PAGA Settlement
11 Administrator. (*Id.*, § 3(a)(1)-(4).) Although the Settlement Agreement provides for recovery
12 of costs up to \$9,000.00, Plaintiff's Counsel is requesting recovery of a lesser amount, namely
13 \$5,695.81. Assuming that the amounts requested for Attorneys' Fees and Costs, the General
14 Release Fee, and the Settlement Administration Costs are approved by the Court, the Net
15 Settlement Amount will be \$43,054.19. (*Id.*) The Net Settlement Amount will be distributed
16 to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i).
17 Seventy-five percent (75%) of the Net Settlement Amount, estimated to be \$32,290.64 (the
18 "LWDA Payment"), will be distributed to the LWDA, and twenty-five percent (25%) of the Net
19 Settlement Amount, estimated to be \$10,763.55 (the "Employees' Portion"), will be distributed
20 to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each
21 worked during the PAGA Period ("Compensable Pay Periods"). (Settlement Agreement, §§
22 3(a)(5), 7(b).) The parties have agreed to retain Simpluris, Inc. ("Simpluris" or "PAGA
23 Settlement Administrator") to handle the administration of the Settlement, and the Court is
24 respectfully requested to appoint Simpluris to serve as the PAGA Settlement Administrator.
25 (*Id.*, § 3(a)(3).) The Settlement Administration Costs are estimated not to exceed \$8,000.00 and
26 will be paid out of the Total Settlement Amount, subject to approval by the Court. (*Id.*)

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THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL

11. The effectiveness of Plaintiff’s Counsel, *Lawyers for Justice PC*, in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

12. After engaging in extensive investigations, informal discovery, and informal exchange of documents, data, and information, the parties participated in settlement negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a full-day mediation conducted by Hon. Lesley Green (Ret.), a well-respected mediator experienced in mediating complex labor and employment matters, on March 25, 2022. During mediation, the parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, wage-and-hour enforcement, Industrial Welfare Commission Wage Orders, and arbitration agreements, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. The parties conducted their negotiations at arm’s length in an adversarial position and Plaintiff’s Counsel took steps to prepare the case for trial and had every intention of taking the case to trial if Defendant did not offer an appropriate settlement. With the aid of the mediator and the mediator’s evaluation, the parties reached a settlement following the first mediation on March 25, 2022 (the “First PAGA Settlement”), which provided for Total Settlement Amount of \$285,000.00, Attorneys’ Fees of up to \$114,000, Attorneys’ Costs of up to \$9,000 (with the actual amount ultimately requested \$5,127.96), a General Release Fee of up to \$10,000, and Settlement Administration Costs of up to \$8,000.

13. On December 15, 2022, Plaintiff filed a Motion for Approval of the First PAGA Settlement. On January 5, 2023, the Court, the Honorable Terry A. Green presiding, denied the

1 Motion for Approval. The Court held that “Counsel’s fees cannot be taken out of the amount
2 for settlement of the penalty claims. The value of the substantive penalty claims and the amount
3 of recoverable attorney’s fees must be calculated and adjudicated (if necessary) as entirely
4 separate items.” This holding appears to be contrary to the Los Angeles County Superior
5 Court’s [Model] PAGA Settlement Agreement, Form LASC CIV 298, which provides, for
6 instance, that “[t]he Gross Settlement Amount will be used to pay . . . PAGA Counsel Fees
7 Payment.” (*Id.*, §1.10.)

8 14. On September 13, 2023, the parties participated in a second mediation with Hon
9 Lesley Green (Ret.), which was also conducted at arm’s length in an adversarial position, which
10 successfully yielded the Settlement for which Plaintiff now requests approval.

11 15. Prior to reaching the Settlement, the parties investigated the veracity, strength, and
12 scope of the PAGA claim and allegations. Plaintiff conducted significant investigation, informal
13 discovery, and informal exchange of documents, data, and information regarding the facts of the
14 case, including and not limited to, the review, consideration, and analysis of a large volume of
15 documents and data obtained from Plaintiff, Defendant, and other sources. The documents and
16 data that were reviewed and analyzed by Plaintiff’s Counsel included, and were not limited to,
17 the employment records of Plaintiff, a sampling of aggrieved employee time and pay data,
18 Defendant’s internal memorandum, Defendant’s Employee Handbook, various agreements and
19 acknowledgments (such as, Defendant’s Meal Break Waiver Agreement, Statement and
20 Acknowledgement of At-Will Employment, Arbitration Acknowledgement, Acknowledgement
21 of Receipt and Review of Defendant’s Employee Handbook, and Non-Disclosure Agreement),
22 and Defendant’s operations and employment practices, policies, and procedures documents
23 (such as, Defendant’s Paid Time Off Policy, Sick Leave Policy, Workplace Code of Conduct &
24 Behavior Policy, and Wage and Hour Policies), among other documents. Counsel for the parties
25 undertook significant investigation, and also invested time reviewing and analyzing relevant
26 documents and data to evaluate Plaintiff’s claims and allegations, including, and not limited to,
27 calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff’s
28 Counsel included and was not limited to: meeting and conferring with Defendant’s counsel

1 regarding the pleadings, case management, the mediation, and settlement, among other issues;
2 case strategy and analysis; drafting, reviewing, and revising the pleadings, mediation brief, and
3 settlement approval motion papers; preparing for and engaging in the mediation and settlement
4 negotiations; and preparing for and appearing for court proceedings. Counsel for the parties
5 have further invested time to research the applicable law, which is constantly evolving as it
6 relates to representative PAGA actions, off-the-clock theory, wage-and-hour enforcement,
7 Industrial Welfare Commission Wage Orders, arbitration agreements, Plaintiff's claims and
8 allegations, and Defendant's defenses, as well as facts discovered.

9 16. Based on investigation and information discovered, Plaintiff's Counsel believes
10 that there is sufficient evidence to support the allegations that Defendant violated the California
11 Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff
12 would ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel
13 also recognize Defendant's defenses, the costs of further litigation, and multiple risks to
14 recovery. Defendant retained highly-respected counsel to represent its defenses. Defendant and
15 its counsel felt very strongly about Defendant's ability to prevail on the merits and avoid
16 representative adjudication of the PAGA claim.

17 17. Plaintiff and Plaintiff's Counsel have also considered the uncertainty and risk of
18 the outcome of further litigation, including the difficulties and delays inherent in such litigation.
19 In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged
20 in the alleged California Labor Code violations and demonstrate that Defendant's conduct
21 warrants the imposition of penalties. Plaintiff's core allegation is that Defendant has violated
22 the California Labor Code by failing to pay overtime and minimum wages, failing to provide
23 compliant meal-and-rest periods and associated premiums, failing timely to pay wages during
24 employment and upon termination of employment, failing to provide complete and accurate
25 wage statements, failing to keep complete and accurate payroll records, and failing to reimburse
26 necessary business-related expenses and costs.

27 18. From the inception of this litigation, Defendant indicated that it would
28 aggressively litigate this case and contended that it would ultimately succeed in the action.

1 Defendant maintained several defenses to Plaintiff’s allegations, which, if successfully argued
2 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this
3 litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform
4 policy and systematic scheme of wage abuse against its hourly-paid or non-exempt employees,
5 and that it had, and continues to have, legally-compliant employment policies and practices
6 throughout the time period at issue. Defendant denies that it ever violated any provision of the
7 California Labor Code. Defendant further denies that the lawsuit is appropriate for
8 representative adjudication for any purpose other than the Settlement.

9 19. Importantly, Defendant also contended that the claims of Plaintiff and other
10 Aggrieved Employees are subject to enforceable agreements to arbitrate their disputes, which
11 Defendant contended could effectively be used to require Aggrieved Employees to engage in
12 individual arbitration of their individual claims on which the PAGA claim is predicated. There
13 is uncertainty regarding PAGA claims due to decisions of the high courts and recent amendment
14 of the PAGA Statute. The decisions of the high court include, and are not limited to, the U.S.
15 Supreme Court’s decision in *Viking River Cruises, Inc. v. Moriana*, (2022) 596 U.S. 639, and
16 the California Supreme Court’s decision in *Adolph v. Uber Technologies* (2023) 14 Cal.5th
17 1104. The decision by the California Supreme Court in *Adolph v. Uber Technologies* confirmed
18 that PAGA representative claims are viable and can continue to be prosecuted, however it also
19 suggests, that trial courts will stay the representative/non-individual PAGA claims pending
20 arbitration of a plaintiff’s individual PAGA claims. *Adolph v. Uber Technologies* also suggests
21 that, if a plaintiff is determined to not be an “aggrieved employee” for PAGA purposes, issue
22 preclusion could apply and, once reduced to a final judgment, trial courts are bound by the
23 arbitrator’s determination and the plaintiff loses standing to pursue non-individual PAGA
24 claims. Furthermore, the recent amendment of the PAGA statute enacted on July 1, 2024,
25 adopting, *inter alia*, modified standing requirements, codifying a manageability requirement,
26 capping civil penalties that can be assessed against an employer if an employer meets certain
27 conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties
28 if an employer meets certain conditions, has created uncertainty regarding the future of claims

1 for civil penalties under PAGA. As such, at the time that the Parties reached the settlement,
2 and also now, there is uncertainty regarding the PAGA claim.

3 20. Even if Defendant failed on its defenses, Plaintiff would inevitably face other
4 challenges in court. For example, Defendant challenged Plaintiff's standing as an aggrieved
5 employee and denied that any of Defendant's other employees whom Plaintiff seeks to represent
6 are aggrieved. Aside from challenges relating to standing, Defendant would have likely sought
7 bifurcation of discovery and/or trial of the PAGA claim — multiple courts have taken such an
8 approach, for example, limiting discovery or trial of the issues to Plaintiff. Defendant also
9 contended that an important feature of the PAGA statute is that a court has discretion to reduce
10 the penalties to be assessed against the employer pursuant to California Labor Code section
11 2699(e)(1)-(2). As discussed above, Defendant denied and continues to deny that it ever
12 violated any provision of the California Labor Code. However, assuming, *arguendo*, that any
13 violations occurred, Defendant argued the violations would not be viewed as subsequent
14 violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely
15 to assess cumulative penalties for the maximum number of possible, separate California Labor
16 Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—
17 especially where certain conduct may be regulated by multiple provisions of the California
18 Labor Code that are interrelated and work in tandem.

19 21. Counsel for the parties invested time reviewing and analyzing the relevant
20 information, documents, and data, and this information made it possible to evaluate the potential
21 value and strength of the PAGA claim. Accordingly, the parties have conducted sufficient
22 investigation and review of information to be sufficiently apprised of the nature and extent of
23 the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement
24 for its fairness, adequacy, and reasonableness. The parties have also considered the settlement
25 negotiations and the recommendations of the mediator, Hon. Lesley Green (Ret.), who is highly
26 experienced in mediating complex labor and employment matters. The parties have agreed that
27 this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well
28 as the costs, risks, and delays to both sides that would attend further litigation. The Settlement

1 takes into account the strengths and weaknesses of each side's position and the uncertainty of
2 how the case might have concluded as litigation continued, at trial, and/or upon appeal. Despite
3 all of the obstacles that had to be overcome, Plaintiff's Counsel used its extensive experience
4 and skill in the handling of complex wage-and-hour matters to advocate for and obtain
5 Aggrieved Employees and the State of California a recovery now, with maximum efficiency, as
6 opposed to the possibility of recovery in the future, after significant expense and time.

7 22. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks
8 attorneys' fees in the amount of \$44,500.00, which represents forty percent (40%) of the Total
9 Settlement Amount, as provided by the Settlement Agreement. Pursuant to the contingency-fee
10 agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to
11 a contingency fee of at least forty percent (40%) of the recovery. The attorneys' fees sought are
12 commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the
13 time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and
14 determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has
15 achieved throughout the litigation; (5) the value of the settlement that Plaintiff's Counsel has
16 achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to
17 devote its time and efforts to this case.

18 **LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL**

19 23. Plaintiff's Counsel seeks reimbursement of \$5,695.81 for litigation costs and
20 expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "**EXHIBIT**
21 **3.**" These expenses were reasonable and necessary in the prosecution of this matter and to obtain
22 the Settlement, and the amount sought is less than the maximum amount (\$9,000.00) allocated
23 under the Settlement Agreement for reimbursement of litigation costs and expenses. It should
24 be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will
25 not receive any compensation until a recovery is obtained in this matter.

26 **GENERAL RELEASE FEE TO PLAINTIFF**

27 24. For her individual settlement agreement which includes a broad release of
28 individual claims and a general release with a California Civil Code Section 1542 waiver by

Plaintiff (as set forth in Section 8(b) of the Settlement Agreement and provided in the separate Confidential Settlement and Release Agreement), the Settlement provides a General Release Fee to Plaintiff in the amount of \$10,000.00 to be paid out of the Total Settlement Amount. The requested General Release Fee is fair and appropriate. It is also worth noting that Plaintiff has undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing her employment with her counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever her counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee, in addition to the Individual Settlement Share she will receive as an Aggrieved Employee.

25. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, is fair, reasonable, and adequate, and is in the best interests of Plaintiff, the State of California and other Aggrieved Employees given the monetary benefits provided for by the Settlement, the strengths and weaknesses of this action, and the inherent delay, costs, risks, and uncertainty associated with continued litigation and Defendant's financial instability.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 23rd day of August 2024, at Glendale, California.



Edwin Aiwasian

EXHIBIT 1

**AMENDED PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT
AND RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Martha Yamasaki (“Plaintiff”), for herself and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and Everbowl, LLC (“Defendant”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately April 2020 to approximately July 2020;

(b) On July 7, 2021, Lawyers for Justice, PC (“Plaintiff’s Counsel”) submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) on behalf of Plaintiff, to notify the LWDA and Defendant pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-837180-21 (the “PAGA Notice”);

(c) On September 10, 2021, Plaintiff filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”), commencing a representative action under PAGA against Defendant, entitled *Martha Yamasaki v. Everbowl, LLC*, Los Angeles County Superior Court Case No. 21STCV33554 (the “Action”). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On March 25, 2022, then again of September 15, 2023, the Parties mediated the Action with Hon. Lesley Green (Ret.), and, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(e) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Released Claims (as defined in Section 8 below).

2. **No Admission of Wrongdoing.** The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or

P:01671860.1:86B03.015 **PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE**

executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of One Hundred Eleven Thousand Two Hundred Fifty Dollars and Zero Cents (\$111,250.00) (the “Total Settlement Amount”) which includes the Attorneys’ Fees and Costs, General Release Fee, Settlement Administration Costs, and the LWDA Payment to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Defendant agrees not to oppose or impede any application or motion by Plaintiff’s Counsel for an award out of the Total Settlement Amount of attorneys’ fees in the amount of forty percent (40%) of the Total Settlement Amount, which is Forty Four Thousand and Five Hundred (\$40,500.00), and reimbursement of litigation costs and expenses in the amount of up to Nine Thousand Dollars and Zero Cents (\$9,000.00) (collectively, “Attorneys’ Fees and Costs”). The Attorneys’ Fees and Costs referred to herein shall fully compensate and reimburse Plaintiff’s Counsel for any and all of the work already performed in connection with the Action and all work remaining to be performed in fully and finally resolving the Action, including but not limited to securing Court approval of the Settlement Agreement, appearing at hearings, making sure that the Settlement is fairly and properly administered, defending the Settlement Agreement in any challenge, appeal or other post-approval matter, all other work that Plaintiff’s Counsel has performed or will perform, and all costs that Plaintiff’s Counsel has incurred or will incur.

(2) For a general release of all claims Plaintiff may have against Defendant, Defendant agrees not to oppose any application or motion by Plaintiff’s Counsel for up to the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“General Release Fee”) to be paid to Plaintiff out of the Total Settlement Amount.

(3) Costs and expenses of administration of the Settlement up to the amount of Eight Thousand Dollars (\$8,000.00) (“Settlement Administration Costs”) to be paid to Simpluris, Inc. (the “PAGA Settlement Administrator”) out of the Total Settlement Amount.

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) will be distributed to the Aggrieved Employees, defined solely for purposes of this Settlement as all current and former hourly-paid or non-exempt individuals employed by Defendant within the State of California at any time during the PAGA Period (the “Aggrieved Employees”). The period April 12, 2020 through January 31, 2022 is the “PAGA Period”. The Aggrieved Employees are estimated to consist of approximately 699 individuals who worked

approximately 7,000 Compensable Pay Periods. If the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 7,000, the Total Settlement Amount will be increased by the percentage that the actual number exceeds 7,000. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(6) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) six (6) months have passed following the Court entering an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal). Plaintiff's Counsel shall ultimately be responsible for preparing and presenting to the Court all filings required by the Court in the Action to implement the Settlement and terminate the Action pursuant to settlement.

(b) The Parties further agree that Plaintiff's Counsel shall be responsible for drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above. The Parties have agreed that Defendant is to provide a

declaration regarding Defendant's financial condition to be filed alongside the documents to obtain approval of this Settlement Agreement.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Andrew C. Myers of Solomon Ward Seidenwurm & Smith LLP ("Defendant's Counsel") for review and approval prior to filing.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. Payment of Total Settlement Amount / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within six (6) months of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro-rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"), based on Defendant's payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement

Administrator with a list of all Aggrieved Employees (the “Aggrieved Employees List”), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) the number of Compensable Pay Periods worked by each Aggrieved Employee during the PAGA Period.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address (“NCOA”) search for all individuals identified on the Aggrieved Employees List.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the “PAGA Settlement Package”) to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller’s Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys’ Fees and Costs to Plaintiff’s Counsel, unless instructed otherwise by Plaintiff’s Counsel. At the request of Plaintiff’s Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff’s Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.**

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including Defendant's parent corporation, franchisees, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under the California Labor Code, Wage Orders, and/or regulations, pursuant to California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001 (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff has agreed to separate individual settlement agreement whereby Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE

CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Hon. Lesley Green (Ret.). In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

(f) Other than information necessary to secure Court approval of this Settlement Agreement and the settlement contained herein, the Parties agree to keep confidential all matters relative to this Settlement Agreement, including the claims asserted by Plaintiff in the Action and PAGA Notice, and the settlement terms, including the facts and circumstances leading up to it. None of the Parties will issue any press release or other disclosure regarding the Settlement Agreement and/or settlement other than as necessary to obtain Court approval or effectuate the settlement and release terms. Plaintiff further agrees that neither she, nor her respective counsel, will discuss the existence of this Settlement Agreement except as necessary to effectuate its terms or as otherwise required by law, including any and all obligations towards the LWDA and warranted responses to inquiries and/or concerns from Aggrieved Employees. The Parties may, however, discuss the terms of this Settlement Agreement with their spouses, attorneys, financial advisors, tax advisors, and accountants as necessary for tax related purposes, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement Agreement shall be informed that the terms of this Settlement Agreement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement Agreement. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience.

(g) The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 07/29/2024, 2024

Electronically Signed 2024-07-29 23:40:32 UTC - 107.77.229.91
Martha Yamasaki
Xinix AssureSign® a19a09ba4-cde5-4a07-9407-b1bc01409c91

Martha Yamasaki
Individually and On Behalf of
the State of California and Aggrieved Employees

EVERBOWL, LLC

Date: _____, 2024 _____

Name:

Title:

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: _____ July 29 _____, 2024 _____

Edwin Aiwazian

Joanna Ghosh

Vartan Madoyan

Matthew Richard Soto

Attorneys for Plaintiff Martha Yamasaki

SOLOMON WARD SEIDENWURM & SMITH
LLP

Date: _____, 2024 _____

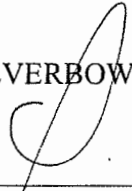
Daniel E. Gardenswartz

Andrew C. Myers

Attorneys for Defendant Everbowl, LLC

EVERBOWL, LLC

Date: July 5, 2024


Name: Erik Hansen
Title: COO

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: _____, 2024

Edwin Aiwazian
Joanna Ghosh
Vartan Madoyan
Matthew Richard Soto
Attorneys for Plaintiff Martha Yamasaki

SOLOMON WARD SEIDENWURM & SMITH
LLP

Date: July 5, 2024


Daniel E. Gardenswartz
Andrew C. Myers
Attorneys for Defendant Everbowl, LLC

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Martha Yamasaki v. Everbowl, LLC*, Los Angeles County Superior Court Case No. 21STCV33554.

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Martha Yamasaki v. Everbowl, LLC*, Los Angeles Superior Court Case No. [21STCV33554 (“Action”).

The lawsuit was filed on September 10, 2021, by Martha Yamasaki (“Plaintiff”) against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on July 7, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-837180-21 (the “PAGA Notice”);

A settlement was reached between Plaintiff and Defendant Everbowl, LLC (“Defendant”). In agreeing to this settlement, Defendant does not admit that it is liable in any way for any penalties. In fact, Defendant denies all claims asserted in the Action and maintains that it fully complies with all applicable wage and hour laws

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt individuals employed by Defendant within the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period April 12, 2020 through January 31, 2022 is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement and full funding of Total Settlement Amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant, including Defendant’s parent corporation, franchisees, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under the California Labor Code, Wage Orders, and/or regulations, pursuant to California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **[PAGA Settlement Administrator]** at **[toll-free phone number]** or via email at **[insert email address]**.

EXHIBIT 2

LAWYERS FOR JUSTICE

July 7, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: EVERBOWL, LLC

Dear Representative:

We have been retained to represent Martha Yamasaki against Everbowl, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as “Everbowl”) for violations of California wage-and-hour laws. Ms. Yamasaki seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Ms. Yamasaki seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Everbowl employed Ms. Yamasaki as an hourly-paid, non-exempt employee from approximately May 2020 to approximately July 2020, in the State of California. Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), “the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.”

The “aggrieved employees” that Ms. Yamasaki may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Everbowl has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

Everbowl required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to customer inquiries and cleaning the work facility. Everbowl rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that

avored Everbowl over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Yamasaki and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Yamasaki and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Everbowl required Ms. Yamasaki and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Everbowl also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Everbowl failed to pay Ms. Yamasaki and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Everbowl failed to pay Ms. Yamasaki and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Everbowl did not provide Ms. Yamasaki and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Everbowl were in violation of

California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Yamasaki and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Yamasaki and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Yamasaki and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Yamasaki and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Yamasaki and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Everbowl failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Yamasaki and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave;

and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Everbowl failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Everbowl did not provide Ms. Yamasaki and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.”

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, Everbowl failed to pay Ms. Yamasaki and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Ms. Yamasaki and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, Everbowl failed to pay Ms. Yamasaki and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Ms. Yamasaki and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

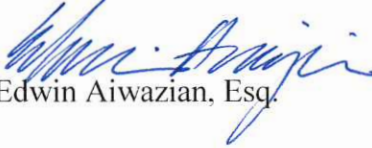
California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Yamasaki and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Everbowl. These costs include, but are not limited to, the use of personal vehicle for business-related purposes, the use of personal phones for business-related purposes, and the purchasing and maintenance of clothing in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Ms. Yamasaki seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

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If you have any questions or require additional information, please do not hesitate to contact us.
Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,


Edwin Aiwarzian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Everbowl, LLC
c/o Jeffrey Fenster
Agent for Service of Process
1300 Specialty Drive, Suite 100
Vista, CA 92081

Everbowl, LLC
c/o Andrew C. Myers
Solomon Ward Seidenwurm & Smith, LLP
Attorney
401 B Street, Suite 1200
San Diego, CA 92101

EXHIBIT 3

LAWYERS for JUSTICE PC CASE COST DETAIL
Yamasaki v. Everbowl, LLC (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
3/5/2021	U.S. Postmaster	Postage	7.00
7/7/2021	Labor & Workforce Development Agency	PAGA Filing Fee	75.00
7/7/2021	U.S. Postmaster	Postage	15.00
9/13/2021	Los Angeles Superior Court	Complaint Filing Fee	435.00
9/13/2021	One Legal	Attorney Service	29.51
11/16/2021	Legal Document Server, Inc.	Attorney Service	15.20
3/1/2022	Legal Document Server, Inc.	Attorney Service	115.00
3/1/2022	Legal Document Server, Inc.	Attorney Service	16.15
3/1/2022	Los Angeles Superior Court	Court Filing Fee	20.00
3/22/2022	Legal Document Server, Inc.	Attorney Service	15.20
3/25/2022	Signature Resolution, LLC	Mediation Fee	4,450.00
7/11/2022	Legal Document Server, Inc.	Attorney Service	15.95
7/20/2022	Legal Document Server, Inc.	Attorney Service	15.95
11/9/2022	Los Angeles Superior Court	Motion Fee	61.65
12/13/2022	Legal Document Server, Inc.	Attorney Service	199.45
3/14/2023	Legal Document Server, Inc.	Attorney Service	15.95
4/4/2023	Legal Document Server, Inc.	Attorney Service	16.15
5/12/2023	Legal Document Server, Inc.	Attorney Service	16.15
6/15/2023	Legal Document Server, Inc.	Attorney Service	16.15
7/3/2023	Legal Document Server, Inc.	Attorney Service	32.30
8/31/2023	Legal Document Server, Inc.	Attorney Service	16.15
9/6/2023	Legal Document Server, Inc.	Attorney Service	16.15
10/25/2023	Legal Document Server, Inc.	Attorney Service	16.15
10/25/2023	Legal Document Server, Inc.	Attorney Service	16.15
1/19/2024	Legal Document Server, Inc.	Attorney Service	16.15
4/19/2024	Legal Document Server, Inc.	Attorney Service	16.15
4/26/2024	Legal Document Server, Inc.	Attorney Service	16.15
Total:			<u><u>5,695.81</u></u>