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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

**[PROPOSED] ORDER AND JUDGMENT
GRANTING 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**

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

Complaint Filed: September 24, 2019
Trial Date: None Set

1 This matter has come before the Honorable Cherol J. Nellon in Department 14 of the Superior Court
2 of the State of California, for the County of Los Angeles, located at 111 North Hill Street, Los Angeles,
3 California 90012, on October 3, 2024 at 8:30 a.m. on Plaintiff Martha Yamasaki's ("Plaintiff") Motion for
4 Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and
5 Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs ("Motion
6 for Approval of PAGA Settlement"). Lawyers *for* Justice, PC appeared for Plaintiff and Solomon Ward
7 Seidenwurm & Smith LLP appeared for Defendant Everbowl, LLC ("Defendant").

8 On or around July 29, 2024, Plaintiff and Defendant (together, the "Parties") executed the Amended
9 Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement,"
10 or "Agreement").

11 The Court has reviewed and considered (1) the Motion for Approval of PAGA Settlement, (2) the
12 Declarations of Plaintiff's Counsel Edwin Aiwarzian and Plaintiff Martha Yamasaki, and (3) the Settlement
13 Agreement.

14 Having duly considered the Parties' papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

16 1. The Motion for Approval of PAGA Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing
20 the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the
21 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
22 to, the facts and theories to support the alleged violations, in conformity with California Labor Code
23 § 2699.3(a).

24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
25 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
26 appear in the above-captioned action (the "Action").

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1 5. The Aggrieved Employees covered under the Settlement consist of the following individuals:
2 All current and former hourly-paid or non-exempt individuals employed by Defendant within
3 the State of California at any time during the PAGA Period. (“Aggrieved Employees”).

4 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
5 negotiations.

6 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
7 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
8 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
9 Amount shall be the Total Settlement Amount (\$111,250.00) less the approved Attorneys’ Fees and Costs
10 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), the General Release Fee to Plaintiff, and Settlement
11 Administration Costs to Simpluris, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent
12 (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-
13 five percent (25%) of the Net Settlement Amount shall be distributed to the PAGA Members (“Employee’s
14 Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

15 8. The Court has considered the Settlement, and the monetary allocations provided thereby, and
16 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
17 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
18 with, this Order and Judgment and the Settlement Agreement.

19 9. The Court approves the payment of \$44,500.00 to Lawyers *for* Justice, PC for attorneys’ fees.
20 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this
21 Order and Judgment and the Settlement Agreement.

22 10. The Court approves the payment of \$5,695.81 to Lawyers *for* Justice, PC for reimbursement
23 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
24 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

25 11. The Court approves payment in the amount of \$10,000.00 to Plaintiff for her General Release
26 Fee. These amounts shall be paid from the Total Settlement Amount and shall be disbursed in accordance
27 with this Order and Judgment and the Settlement Agreement.

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1 12. The Court approves payment up to the amount of \$8,000.00 to Simpluris, Inc. for the
2 Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be
3 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

4 13. The Parties are directed to perform in accordance with the terms set forth in this Order and
5 Judgment and the Settlement Agreement.

6 14. The Court further finds that notice of the Settlement need not be provided to the PAGA
7 Members; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the PAGA
8 Settlement Administrator shall distribute the Cover Letter to the PAGA Members at the same time that it
9 distributes payments to Aggrieved Employees for their share of the Employee’s Portion (“Individual
10 Settlement Share(s)").

11 15. No later than fourteen (14) calendar days after the date of this Order and Judgment, Defendant
12 will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with
13 this Order and Judgment and the Settlement Agreement.

14 16. No later than six (6) months of the Effective Date, Defendant shall deposit the Total
15 Settlement Amount into a qualified settlement account established by the PAGA Settlement Administrator
16 for administration of the Settlement, in accordance with this Order and Judgment and the Settlement
17 Agreement.

18 17. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List and
19 Total Settlement Amount, the PAGA Settlement Administrator shall distribute the Individual Settlement
20 Share checks to Aggrieved Employees, LWDA Payment to the LWDA, General Release Fee to Plaintiff,
21 Attorneys’ Fees and Costs to Plaintiff’s Counsel, and payment to itself for the Settlement Administration
22 Costs, as provided for by this Order and Judgment and the Settlement Agreement.

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

27 19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
28 the Effective Date and full funding of the Total Settlement Amount, Plaintiff and the State of California with

respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged the Released Parties, to the fullest extent of the law, of and from the Action and from the Released Claims.

20. “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 program.

21. “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 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.

22. “PAGA Period” means the period from April 12, 2020 through January 31, 2022.

23. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3).

Date: _____

Honorable Cherol J. Nellon
Judge of the Los Angeles Superior Court

EXHIBIT A

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]**.