

09/04/2025

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FRANK TAMEZ, and SHELAINA MAKEBA
SPRINGER, individually, on behalf the State
of California, and all Aggrieved Employees,

Plaintiffs,

vs.

HEYDAY WELLNESS, LLC., Delaware
limited liability company; HEYDAY
BEVERLY, LLC, a Delaware limited liability
company; HEYDAY SAN VICENT, LLC, a
Delaware limited liability company; LILLIAN
APPELL, an individual; and DOES 4 through
100, Inclusive,

Defendants.

Case No. 23STCV07302

*[Assigned for all purposes to the Hon. David
S. Cunningham III, Dept. SSC-11]*

REPRESENTATIVE ACTION

**~~[PROPOSED]~~ JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND ENHANCEMENT
PAYMENT**

Date: August 15, 2025

Time: 11:00 a.m.

Dept.: SSC-11

Action Filed: April 5, 2023

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on August 15, 2025, at 11:00
2 a.m. Having considered the Parties' Settlement Agreement ("Settlement");¹ the documents and
3 evidence presented in support thereof; and recognizing the disputed factual and legal issues
4 involved in this case; the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699(1). Good cause appearing therefor, the Court
9 hereby GRANTS Plaintiff Frank Tamez's ("Plaintiff") Motion for Approval of Claims under the
10 Private Attorneys General Act ("Motion") and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as: all current and former non-
12 exempt or hourly paid employees of Defendant Heyday Wellness, LLC ("Heyday" or
13 "Defendant") that have worked for Heyday in the State of California at any time during the
14 PAGA Period.

15 2. The "PAGA Period" means April 5, 2022 through November 7, 2023.

16 3. The Court hereby approves the settlement as set forth in the Settlement as fair,
17 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
18 terms.

19 4. The Court orders that Heyday shall deposit the PAGA Gross Settlement Amount
20 of \$240,000.00 into an account established by the Settlement Administrator, on the payment
21 schedule specified in the Settlement. Specifically, Heyday shall make the first payment of \$80,000
22 within 30 days of this Order, the second payment of \$80,000 within 90 days after the first payment
23 and the remaining payment of \$80,000 is to be made within 90 days after the second payment.

24 5. The Court hereby approves, as to form and content, the Explanatory Letter
25 submitted by the parties and included as Exhibit A to the Settlement.

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¹ All terms used in this Order shall have the same meaning as that assigned to them in the
28 Settlement Agreement, attached as Exhibit 1 to the Declaration of Neil M. Larsen submitted
concurrently with the Motion.

1 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
2 Administrator.

3 7. Within five (5) business days after the Effective Date, Heyday shall provide the
4 Settlement Administrator with a list containing the Aggrieved Employees' names, last known
5 mailing addresses, last known telephone numbers, number of pay periods worked during the
6 PAGA Period, and Social Security numbers to the extent available from Heyday's records,
7 pursuant to the terms of the Settlement.

8 8. The Settlement Administrator is directed to mail the Individual PAGA Payments
9 and the Explanatory Letter to the Aggrieved Employees within twenty-one (21) days of receipt
10 of the Gross Settlement Amount being fully funded, pursuant to the terms of the Settlement.

11 9. The Court finds that attorneys' fees in the amount of one-third of the Gross
12 Settlement Amount (currently estimated to be \$80,000.00) for Plaintiff's counsel, and
13 reimbursement of litigation costs of \$16,637.45 to Plaintiff's counsel, are fair, reasonable, and
14 adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's
15 Counsel as provided for in the Settlement Agreement.

16 10. The Court orders that the Settlement Administrator shall be paid \$3,350.00 for all
17 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

18 11. The Court approves an enhancement payment of \$7,500.00 to each Plaintiff
19 (totaling \$15,000.00), and finds that amount to each Plaintiff is fair, adequate, and reasonable in
20 recognition of the unique contributions they have made and the risks they undertook on behalf of
21 the Aggrieved Employees and the State of California, and orders that the Settlement
22 Administrator distribute these payments to Plaintiffs as provided for in the Settlement.

23 12. The Court finds that the amount of \$90,009.41, representing 75% of the
24 \$120,012.55 allocated as PAGA civil penalties under the Settlement, to be paid to the California
25 Labor and Workforce Development Agency ("LWDA") as provided for by the Settlement, is fair,
26 adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the
27 terms of the Settlement Agreement. Likewise, the Court finds that the amount of \$30,003.14,
28 representing 25% of the \$120,012.55 allocated as PAGA civil penalties under the Settlement to

1 be paid to the Aggrieved Employees is fair, adequate, and reasonable.

2 13. The Court approves the scope of the release as set forth in the Settlement.
3 Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiffs and
4 Aggrieved Employees will have released the Released Parties from all claims for PAGA civil
5 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
6 facts stated in the Operative Complaint and the PAGA Notice Letters submitted by Plaintiffs
7 Tamez and Springer, including, but not limited to Labor Code sections, 96, 98.6, 200, 201, 202,
8 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 510, 512, 516, 558, 1102.5,
9 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 2699, 2802, 2804, and 2810.5, and the
10 applicable IWC Wage Order, and Business and Professions Code sections 17200 *et seq.* ("PAGA
11 Released Claims") The release of the PAGA Released Claims shall extend for the duration of the
12 PAGA Period.

13 14. Upon entry of this Judgment and Order, the Court permanently enjoins and forever
14 bars Plaintiffs or the Aggrieved Employees from instituting or prosecuting any of the PAGA
15 Released Claims against Defendant which were resolved as part of the Settlement. Without
16 affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction to
17 enforce the terms of the Settlement.

18 15. A final compliance non-appearance hearing is set for August 17, 2026 at 8:30 a.m.
19 Plaintiffs shall file a declaration confirming the final distribution of the settlement funds at least
20 five (5) court days prior to the August 17, 2026 non-appearance final compliance hearing.

21 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

22
23 Dated: 09/04/2025



A handwritten signature in black ink that reads "David S. Cunningham III". The signature is written in a cursive, flowing style.

24 By: David S. Cunningham III / Judge
25 Honorable David S. Cunningham III
26 Judge of the Superior Court
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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1700 W. Burbank Blvd., Burbank, CA 91506. On the below date, I served a true copy of the foregoing documents described as:

**[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION
FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND ENHANCEMENT PAYMENT**

on all interested parties in this action directed as follows:

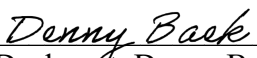
Anet Castro Drapalski, Esq. Joel Moon, Esq. Fisher & Phillips, LLP 444 S. Flower St., Ste 1500 Los Angeles, CA 90071	Email Addresses: adrapalski@fisherphillips.com jmoon@fisherphillips.com Attorneys for Defendant Heyday Wellness, LLC.
David D. Bibiyan, Esq. Vedang J. Patel, Esq. BIBIYAN LAW GROUP 8484 Wilshire Blvd., Suite 500 Beverly Hills, California 90211	Email Addresses: david@tomorrowlaw.com vedang@tomorrowlaw.com Attorneys for Plaintiff Shelaine Makeba Springer

// (BY MAIL): I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

/X/ (BY ELECTRONIC SERVICE): BY ELECTRONIC TRANSMISSION) I served the foregoing by electronic transmission to the email addresses listed above, pursuant to Cal. Code Civ. Proc. § 1010.6 and Cal. Rules of Court Rule 2.251 via CaseAnywhere.

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

Executed on, August 15, 2025 at Burbank, California.



Declarant, Denny Baek