

04/25/2023

David W. Slayton, Executive Officer / Clerk of Court

By:                     R. Arraiga                     Deputy

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

Coordination Proceeding Special	)	Case No.: JCCP5146
Title (Rule 3.550)	)	
	)	Los Angeles County Superior
MARUGAME UDON WAGE AND HOUR	)	Court Case No. 20STCV00728
CASES	)	
	)	Orange County Superior Court
Included actions:	)	Case No. 30-2020-01127949
	)	
<u>Lance Linden v. Marugame Udon</u>	)	Orange County Superior Court
<u>USA, LLC</u>	)	Case No. 30-2020-01148544
	)	
<u>Nereyda Rodriguez v. Marugame</u>	)	
<u>Udon USA, LLC</u>	)	
	)	JUDGMENT
<u>Alice Turner v. Marugame Udon</u>	)	
<u>USA, LLC.</u>	)	
	)	
	)	
	)	
	)	

The Court finds as follows:

1           A.     The Court granted preliminary approval of the Amended  
2 Settlement Agreement ("Settlement Agreement") and certified a  
3 provisional settlement class on November 22, 2022.

4           B.     The Court granted final approval of the Settlement  
5 Agreement on April 25, 2023, certified the settlement class with  
6 no opt-outs, and found that the Settlement Agreement was fair,  
7 adequate and reasonable.

8           C.     The Court defined the following:

9           "Class" or "Class Members": All current and former non-  
10 exempt employees of Defendant within the State of California at  
11 any time during the Class Period. "Settlement Class Members" are  
12 those Class Members who do not submit timely exclusion requests  
13 to the Settlement Administrator.  
14

15          "Class Period": January 8, 2016 through July 31, 2022.

16 (¶3.)

17          "PAGA Employee": all means all current and former  
18 nonexempt employees of Defendant that worked for Defendant  
19 within the State of California at any time during the PAGA  
20 Period. It is stipulated by the Parties that, for purposes of  
21 this Settlement, all PAGA Employees are "aggrieved employees" as  
22 defined pursuant to PAGA. (¶12.)

23          "PAGA Period": January 6, 2019 through July 31, 2022.

24 (¶11.)  
25

1 "FLSA Subclass": All Settlement Class Members who were  
2 employed by Defendant in the State of California between January  
3 8, 2017 and the date of entry of order for preliminary approval  
4 of the settlement, or July 31, 2022, whichever is sooner. (§16.)

5 IT IS ORDERED, ADJUDGED AND DECREED:

6 1. Plaintiffs Lance Linden, Nereyda Rodriguez and Alice  
7 Turner, as individuals, and on behalf of all similarly situated  
8 employees, shall take from Defendant Marugame Udon USA, LLC, as  
9 set forth in the Parties' Settlement Agreement and the Court's  
10 Approval Order entered April 25, 2023.

11 2. Defendant must pay Plaintiffs the Gross Settlement  
12 Amount (GSA) of \$700,000. The Net Settlement Amount is the GSA  
13 minus the following:

14 a. \$233,333.33 (1/3) for attorney fees (§31.g) [Fee  
15 Split: Moon & Yang, APC and Lawyers for Justice, PC, to be  
16 divided equally between the two firms];

17 b. \$24,298.51 in attorney costs (\$13,930.59 to Moon  
18 & Yang, and \$10,367.92 to Lawyers for Justice, PC);

19 c. \$15,000 to the class representatives Lance  
20 Linden, Nereyda Rodriguez and Alice Turner, for enhancement  
21 awards (\$5,000 each);

22 d. \$14,000 for class administration to Phoenix  
23 Settlement Administrators;  
24  
25

1 e. PAGA payment of \$56,250 (75% of \$75,000) to the  
2 LWDA.

3 All Employer Taxes must be paid by Defendants separately.  
4 (¶31.h.)

5 3. Upon the final approval by the Court of this  
6 Settlement and Defendant's payment of all sums due pursuant to  
7 this Settlement, and except as to such rights or claims as may  
8 be created by this Settlement, the Class Representatives, the  
9 Class and each Class Member who has not submitted a valid and  
10 timely request for exclusion as to claims other than the PAGA  
11 claim, and each PAGA Employee, regardless of whether they have  
12 requested exclusion from the Settlement of Class claims, will  
13 release claims as follows: Each and every Class Member, on  
14 behalf of himself or herself and his or her heirs,  
15 representatives, successors, assigns, and attorneys, unless he  
16 or she has submitted a timely and valid Request for Exclusion  
17 (which will not effectuate an opt-out from the release of  
18 Released PAGA Claims), hereby releases Releasees from the  
19 following known and unknown claims, losses, damages, liquidated  
20 damages, penalties, interest, liabilities, causes of action,  
21 civil complaints, arbitration demands or suits for the entire  
22 Class Period; any and all claims stated in the Operative  
23 Complaint, or that could have been stated based on the facts  
24 alleged in the Operative Complaint, implicitly or explicitly,  
25

1 including, without limitation, all claims under the California  
2 Labor Code and wage orders as alleged in the Action, including  
3 claims regarding meal periods, rest periods, calculation and  
4 payment of meal and rest period premiums, unpaid overtime,  
5 calculation of unpaid overtime (including regular rate), minimum  
6 wages, off-the-clock work (including pre and post-shift work),  
7 timely payment of wages and final wages, wage statements,  
8 recordkeeping, waiting time penalties, unreimbursed expenses,  
9 and violations of California's Unfair Competition Law (Cal. Bus.  
10 & Prof. Code §§ 17200, et seq.) whether sought under statute,  
11 tort, contract or as an unfair business practice, ("Released  
12 Claims"); as to any FLSA Subclass member who cashes their FLSA  
13 Settlement Payment, the signing and negotiation of that check  
14 shall serve as the FLSA Subclass Member's consent to join the  
15 action for purposes of releasing claims arising under the Fair  
16 Labor Standards Act that are related to the claims stated in the  
17 Operative Complaint, implicitly or explicitly; and, Claims  
18 Released by PAGA Employees. All PAGA Employees employed during  
19 the Released PAGA Claims Period (whether requesting exclusion  
20 from the Settlement or not) will release the Released PAGA  
21 Claims. (¶42.c)

22  
23 The released parties are Defendant and its parents, owners,  
24 subsidiaries, affiliates, agents, managerial employees (current  
25 and former), partners, directors, officers, attorneys, trustees,

1 insurers, representatives, predecessors, successors, and  
2 assigns, agents, payroll services, staffing services, and joint  
3 employers (collectively "Releasees"). (§42.a)

4 The Released Claims and Released PAGA Claims will be  
5 released upon the later of (1) the Settlement's Effective Date,  
6 or (2) the satisfaction of Defendant's obligation to provide to  
7 the Settlement Administrator a sum in the amount required to  
8 satisfy all required payments and distributions pursuant to this  
9 Settlement and the Order and Judgment of final approval. Class  
10 Members will not release the Released Claims or Released PAGA  
11 Claims until both the Effective Date of the Settlement has  
12 occurred, and Defendant has paid all amounts owing under the  
13 Settlement. (§42.b)

14 "Released PAGA Claims" means all claims that have been pled  
15 or could have been pled, based upon the factual allegations and  
16 issues set forth in the Notice to the LWDA and alleged in the  
17 Operative Complaint, including civil penalties under PAGA, fees,  
18 and all other claims and allegations made or which could have  
19 been made in the Operative Complaint based on the facts and  
20 allegations pled in Plaintiffs' Notice to the LWDA and the  
21 Operative Complaint. (§15.)

22 Named Plaintiffs Lance Linden, Nereyda Rodriguez and Alice  
23 Turner, also provide general releases and a Civil Code § 1542  
24 waiver. (§31.o.)  
25

1           4. All uncashed settlement checks, plus interest, must be  
2 delivered to the California State Controller's Unclaimed  
3 Property Division in the name of the Class Member/Aggrieved  
4 Employee who did not cash his or her check.

5           5. Pursuant to California Rules of Court, Rule 3.769(h),  
6 the Court retains jurisdiction over the parties with respect to  
7 enforcement of this Judgment under California Code of Civil  
8 Procedure Section 664.6.

9           CLERK TO GIVE NOTICE.

10          DATED: April 25, 2023



*Yvette M. Palazuelos*

YVETTE M. PALAZUELOS  
JUDGE OF THE SUPERIOR COURT  
Yvette M. Palazuelos / Judge