

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of a Class Action Settlement came before this Court, on
3 August 4, 2022, the Honorable Kenneth R. Freeman presiding. The Court having considered the papers
4 submitted in support of the application of the parties, HEREBY ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
6 upon the terms set forth in the Second Amended Wage and Hour Class and Representative Action
7 Settlement Agreement and Release of Claims (“Settlement Agreement”). All terms used herein shall
8 have the same meaning as defined in the Settlement Agreement. The settlement set forth in the
9 Settlement Agreement appears to be fair, adequate and reasonable to the Class.

10 2. The Settlement falls within the range of reasonableness and appears to be
11 presumptively valid, subject only to any objections that may be raised at the final fairness hearing and
12 final approval by this Court.

13 3. A final fairness hearing on the question of whether the proposed Settlement, attorneys’
14 fees and costs to Class Counsel, and the Class Representative’s Enhancement Award should be finally
15 approved as fair, reasonable and adequate as to the members of the Class is scheduled in Department
16 14 on the date and time set forth in the implementation schedule in Paragraph 10 below.

17 4. This Court approves, as to form and content, the Class Notice, in substantially in the
18 form attached to the Supplemental Declaration of Amir Seyedfarshi in Support of Plaintiff’s Motion
19 for Preliminary Approval of Class Action Settlement as **Exhibit D** and attached hereto as **Exhibit A**.
20 The Court approves the procedure for Class Members to participate in, to opt out of, and to object to,
21 the Settlement as set forth in the Settlement Agreement.

22 5. The Court directs the mailing of the Class Notice by first class United States mail to
23 the Class Members in accordance with the Implementation Schedule set forth below. The Court finds
24 the dates selected for the mailing and distribution of the Class Notice, as set forth in the
25 Implementation Schedule, meet the requirements of due process and provide the best notice
26 practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled
27 thereto.

28 6. It is ordered that the Class is preliminarily certified for settlement purposes only.

1 7. The Court confirms Plaintiff Andrei Lim as Class Representative, and Craig J.
2 Ackermann of Ackermann & Tilajef, P.C. and Amir H. Seyedfarshi of Employment Rights Law
3 Group, APC as Class Counsel.

4 8. The Court confirms ILYM Group, Inc. as the Settlement Administrator.

5 9. The Court orders the following **Implementation Schedule** for further proceedings:

6 a.	Deadline for Defendant to Submit Class List to Settlement Administrator	[Within 15 calendar days of the entry of an Order granting preliminary approval of the settlement and Class Notice – August 19, 2022] S.A. ¶ 51
7 b.	Deadline for Settlement Administrator to mail Class Notice to Class Members	[Within 25 calendar days after receipt of the Class List- September 13, 2022] S.A. ¶ 50
8 c.	Deadline for Class Members to Object or Request to be Excluded from Settlement	[60 calendar days after the date that the Class Notice is mailed to Class Members – November 12, 2022] S.A. ¶¶ 55, 57
9 d.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys’ Fees and Costs, and Enhancement Award	[November 28, 22]
10 e.	Final Approval and Fairness Hearing	December 27, 2022 at 10:00 a.m./p.m.

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17 **IT IS SO ORDERED.**

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19 Dated: 08/25/2022



A handwritten signature in black ink, appearing to read "K. Freeman".

HON. KENNETH R. FREEMAN

Kenneth R. Freeman / Judge

EXHIBIT A

[CLASS MEMBER NAME and ADDRESS]

**[CLASS MEMBER NAME], PLEASE READ THIS NOTICE CAREFULLY.
IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.**

*This is **not** a solicitation from a lawyer. A court authorized this notice.*

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Andrei Lim v. Tokyo Teriyaki Corporation dba Chowking
Superior Court of The State Of California, County of Los Angeles Case No. 20STCV39689

If you are or were employed by Tokyo Teriyaki Corporation dba Chowking (“Defendant”) as a non-exempt employee from October 14, 2016 through September 20, 2021, a proposed class action settlement may affect your rights and you may be entitled to money under the proposed Settlement.

You are **not** being sued. A court authorized this notice. This is **not** a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION
ABOUT YOUR RIGHTS.**

- You are receiving this Notice because Defendant’s records show that you are in the Proposed Settlement Class. Your estimated Net Settlement Award is **[INSERT ESTIMATED NET SETTLEMENT AWARD]**.
- Plaintiff alleges that Defendant violated California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226(e), 226.3, 226.7, 510, 512, and 2802 as well as IWC Wage Order No. 5-2001. Plaintiff also seeks related penalties under the Private Attorneys’ General Act of 2004 (“PAGA”) and restitution under Cal. Bus. & Prof. Code section 17200.
- Defendant denies Plaintiff’s claims or that it violated the law and asserts that it has complied with all of its legal obligations under any statute, wage order, common law, or equitable theory. The Settlement is not an admission of any wrongdoing and the Court has not made any findings of liability. Rather, Defendant has entered into this settlement solely for purposes of resolving this dispute and so the parties may buy their peace and avoid further time and costs associated with litigation. The Parties participated in a mediation session with a respected class action mediator, and as a result, the Parties reached a class-wide settlement.
- The Parties in this action disagree as to the probable outcome of the lawsuit with respect to liability and damages if it were not settled. Although Plaintiff believes her claims have merit, she recognizes that litigating is a risky proposition, and that she may not prevail on all or some of her claims. Likewise, while Defendant is confident that it has strong defenses to Plaintiff’s claims, it recognizes the risks, distractions, and costs involved with litigation. The Parties attended a face-to-face settlement conference and, recognizing the risks and costs inherent in litigation, reached a proposed Settlement of the claims asserted in the lawsuit.
- On **[INSERT PRELIMINARY APPROVAL DATE]** the Court granted preliminary approval of the proposed Settlement. This proposed Settlement is the result of good faith, arm’s-length

negotiations between the parties, through their respective attorneys. The Court has expressed no opinion on the merits of Plaintiff’s claims or Defendant’s defenses.

- You have several options available to you:

<p>PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT</p>	<p><u>YOU DO NOT NEED TO DO ANYTHING TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT.</u> By doing nothing, you <u>WILL</u> receive a share of the Settlement proceeds if the proposed Settlement is finally approved, and you will give up any rights to sue Defendant separately regarding certain claims as described below in this Notice. Your estimated Settlement Award is [INSERT ESTIMATED SETTLEMENT AWARD]. Your estimated Settlement Award is based on Defendant’s records that show you worked [INSERT WORKWEEK AMOUNT] compensable workweeks during the relevant time period.</p>
<p>ASK TO BE EXCLUDED (OPT OUT)</p>	<p>If you timely and validly request in writing to be excluded from the proposed Settlement, you <u>WILL NOT</u> receive a share of the Settlement proceeds (except for your share of PAGA Penalties, if applicable), but you will keep any rights you may have to sue Defendant separately about the same legal claims in this lawsuit. Your written Request for Exclusion letter must be postmarked by [REDACTED], 2022.</p>
<p>OBJECT</p>	<p>You may object to the Settlement if you did not ask to be excluded from the Settlement. If you timely submit in writing an objection to the Settlement and the Settlement is nonetheless granted final approval, you <u>WILL</u> (i) receive a share of the Settlement proceeds and (ii) release legal claims against Defendant. Your written notice of intent to object must be postmarked by [REDACTED], 2022.</p>
<p>DISPUTE YOUR SETTLEMENT AWARD</p>	<p>You may dispute Defendants’ records of number of weeks worked during the Class Period and/or during each weighted period by submitting information to the Settlement Administrator, ILYM Group, Inc. not later than [REDACTED], 2022. ILYM Group, Inc. shall make the final decision based on the information presented by you and Defendant.</p>

Your options are explained further in this notice.

1. Why did I get this notice?

The Court has granted preliminary approval of the Settlement of the class action brought on behalf of all individuals who were employed by Defendant, Released Parties, or their predecessors, merged or

related entities in California from October 14, 2016 through September 20, 2021. You have received this notice because Defendant's records indicate that you are a Class Member.

2. What is this lawsuit about?

This action was filed on October 13, 2020. Plaintiff alleges that Defendant violated California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226(e), 226.3, 226.7, 510, 512, and 2802 as well as IWC Wage Order No. 5-2001.

Defendant denies all of these allegations and contend that they complied with California law at all relevant times hereto. Defendant does not admit any of the claims alleged in the action and deny that they owe money to Plaintiff or to the class for any of the alleged claims.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Defendant's defenses.

4. Why did this case settle?

The Parties in this action disagree as to the probable outcome of the action with respect to liability and damages if it were not settled. Although Plaintiff believes her claims and that of the Class have merit, Plaintiff recognizes that litigating is a risky proposition, and that she may not have prevailed on all or some of her claims. Likewise, while Defendant is confident that it has strong defenses to Plaintiff's claims, it recognizes the risks, distractions, and costs involved with litigation. The Parties attended a full-day private mediation and, recognizing the risks and costs inherent in litigation, reached the proposed Settlement of the claims asserted in the lawsuit.

5. What are the terms of the proposed Settlement and how much will I receive?

The gross settlement amount is \$400,000.00. Under the proposed Settlement, the following amounts will be deducted before any payments are made to settlement class members, subject to final approval by the Court:

- Attorneys' Fees – up to \$133,320.00
- Costs of Suit – up to \$12,000.00
- Payments to the Labor & Workforce Development Agency for PAGA Penalties – \$30,000.00 (this is 75% of the total PAGA Penalties) (\$10,000.00 (or 25%) of the total PAGA Penalties will be distributed to the PAGA Employees, as further explained below).
- Settlement Administration Expenses – \$16,500.00
- Service Payment to Class Representatives: – up to \$10,000.00

After these deductions, \$198,180.00 will be available for payment to the Settlement Class receiving this notice as the Net Settlement Amount. Each Participating Class Member will share pro-rata in the net settlement fund based on a pro rata basis. Each Participating Class Member shall be entitled to receive a pro rata portion of the Net Settlement Amount (his/her "Individual Settlement Share"), calculated based upon the number of Compensable Workweeks worked, divided by the total number of Compensable Workweeks worked by all Class Members. 5% of each Individual Settlement Amount shall constitute wages and reported on an IRS W-2 basis and 85% to non-wage statutory damages and interest, to be reported on an IRS form 1099.

6. What do I have to do to receive a share of the proposed Settlement?

Nothing. If you wish to receive a payment under the terms of this proposed Settlement, you do **not** have to do anything. However, it is important that if your address has changed, you give your current mailing address to the Settlement Administrator in order to ensure you receive your share of the Settlement proceeds if the proposed Settlement is finally approved. You will be covered by the release summarized in Section 8, below.

7. How was my share calculated?

You received a credit of one Compensable Workweek for each Compensable Workweek worked from October 14, 2016 through September 20, 2021.

Should you choose to participate in the Settlement, your settlement check must be cashed within 180 days from the date of the check. If you do not cash your settlement check within 180 days from the date of the check, your check will become void and your Individual Settlement Amount will be sent to the California State Controller Unclaimed Property Fund in the name of the Class Member to whom the check belongs.

8. What rights am I giving up?

As part of the Settlement, as of the date Defendant fully funds the Gross Settlement Fund, all members of the Class who do not timely request exclusion, and the State of California release the Tokyo Teriyaki Corporation d.b.a. Chowking and each of their past, present and/or future, direct and/or indirect, owners, officers, managing agents, trustees, payroll processors, members, managers, operators, franchisors, directors, employees, agents, principals, representatives, joint venturers, joint employers, benefits providers, fiduciaries, attorneys, accountants, auditors, consultants, partners, investors, shareholders, administrators, insurers and reinsurers, parent companies, subsidiaries, affiliates, divisions, franchisees, lessors, lessees, predecessors, successors, assigns, and/or any party that was or could have been named as a Defendant in the Action from any and all debts, liabilities, costs, demands, obligations, claims, causes of action, or complaints arising during the Settlement Period that were pled, or which could have been pled in Plaintiff's operative Complaint and the LWDA letters. This includes claims relating to the alleged failure of the Defendant to provide any of the Class Members with compensation as required by law relating to wages, claims for overtime hours worked, meal periods, rest periods, business expense reimbursements, itemized wage statement/pay stub violations, civil penalties, or waiting-time penalties as required by law or regulations, the failure to pay penalties, or that are based upon, or derive from the claims asserted in the Action, including claims under Labor Code sections 201, 202, 203, 204, 210, 226(a) and (e), 226.3, 226.7, 246 (h), 510, 512, 1194, 1197, 1198, and 2802 as well as IWC Wage Order No. 5 sections 3, 7, 11, and 12 and section 17200 et. Seq. of. the California Business and Professions Code, based on the foregoing (the "Released Claims"), as well as claims for interest, costs, attorneys' fees, compensatory damages, and all claims for restitution and other equitable relief, injunctive relief, liquidated damages, and any other remedies owed or available under the law related to the facts set forth in the Action.

Upon Defendant's funding of the Gross Settlement Fund, the named Plaintiff acting as agent and proxy of the LWDA is releasing, waiving, and fully extinguishing the claims of the LWDA predicated on the claims alleged in Plaintiff's PAGA letters and/or Complaint, and arising during the PAGA Covered Period (the "PAGA Claims") (the "PAGA Release"). The foregoing release shall be binding on Plaintiff and the State of California, and shall bar by res judicata any claim under PAGA brought by

any person, including the PAGA Employees, on behalf of the State of California, as to any civil penalty claims predicted on the PAGA Claims

9. What are PAGA Penalties?

PAGA Penalties: \$40,000.00 of the Gross Settlement Amount is allocated to alleged PAGA civil penalties (“PAGA Penalties”), subject to Court approval. By law, 75% of the PAGA Penalties (*i.e.*, \$30,000.00) will be paid to the California Labor & Workforce Development Agency and 25% of the PAGA Penalties (*i.e.*, \$10,000.00) will be distributed to the Class Members who worked during the PAGA Covered Period (the “PAGA Employees”) The PAGA Covered Period is defined as the period from July 24, 2019 through September 20, 2021. Under PAGA the state of California deputizes private attorney generals, such as Plaintiff, to prosecute employers for alleged violations of the Labor Code and all eligible employees are entitled to share in the 25% of the penalties that would otherwise be recoverable by the State if it directly prosecuted Defendant for the alleged Labor Code violations. If applicable, your share of PAGA Penalties will be calculated based upon the number of pay periods you worked during the PAGA Covered Period, divided by the total number of pay periods worked by all PAGA Employees during the PAGA Covered Period.

10. What if I do not wish to be part of the proposed Settlement?

Anyone not wishing to participate in the proposed Settlement may exclude himself or herself (“opt out”) by completing, signing and mailing a Request for Exclusion letter by XXXX to the Settlement Administrator as follows.

Settlement Administrator: ILYM Group, Inc. INSERT INSERT INSERT INSERT	
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If your Request for Exclusion is postmarked after **XXX**, it will be rejected, and you will be a Class Member and be bound by the Settlement terms.

To be valid, any Request for Exclusion must state: (1) the name, employee identification number and/or last four digits of the Settlement Class member’s social security number for identification purposes; (2) the Settlement Member’s address for correspondence; (3) the Settlement Member’s signature; (4) a clear statement that the Settlement Class member wishes to be excluded from the class settlement; and (4) be postmarked by the **[INSERT REPOSE DEADLINE]** and mailed to the Settlement Administrator at the address specified above.

Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Settlement Class Member and will not receive any payment as part of this proposed Settlement, however, if you request exclusion you will still be bound by the PAGA Release and receive your pro rata share of the PAGA Payment if you worked during the PAGA Covered Period. Such persons will keep any rights to sue Defendant separately about the claims made in this lawsuit.

11. What if I have an objection?

Any objection to the proposed Settlement must be in writing and mailed to the Settlement Administrator (identified above) by _____. To be valid, any objection must: (1) contain the objecting Settlement Class member’s full name; (2) be postmarked by the [INSERT REPOSE DEADLINE] and mailed to the Settlement Administrator at the address specified above; and (3) should provide each specific reason in support of the objection. Class Members need not include legal arguments for their written objections to be considered. If an objector also wishes to appear at the Final Approval Hearing, in person or through an attorney, he or she need not file a notice of intention to appear at the same time as the objection is filed. Filing the notice of intention to appear is not necessary to preserve the right to appear at the Final Approval Hearing. **You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement.** Class Members may appear remotely at the Final Approval Hearing to discuss their objections with the Court via LA CourtConnect. Information for LA CourtConnect can be found at <https://www.lacourt.org/lacc/>

12. Do I need a lawyer? Who are the lawyers in this case?

You do not need to hire your own lawyer, because Class Counsel is working on your behalf. However, if you want your own lawyer, including to make any objections to the proposed Settlement, you are free to hire one at your own expense. The below are Class Counsel and Defendant’s Counsel in this case:

<p><u>Class Counsel:</u></p> <p>Craig J. Ackermann Ackermann & Tilajef, P.C. cja@ackermanntilajef.com 1180 S. Beverly Dr., Suite 610 Los Angeles, CA 90035 Phone: (310) 277-0614 Fax: (310) 277-0635</p> <p>Amir Seyedfarshi Employment Rights Law Group, APC amir@employmentrightslawgroup.com 1180 S. Beverly Dr., Suite 610 Los Angeles, CA 90035 Phone: (424) 777-0964</p>	<p><u>Defendant’s Counsel:</u></p> <p>Ann K. Smith Sarkis A. Atoyan Atkinson, Andelson, Loya, Ruud & Romo 12800 Center Court Drive South, Suite 300 Cerritos, CA 90703 Phone (562) 653-3200 Fax: (562) 653-3333</p>
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13. What happens next in the case?

The proposed Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 14 of the Los Angeles County Superior Court, 312 N. Spring Street. Los Angeles, California 90012 on _____, 2022, at XX Pacific Time, to consider any objections and determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the settlement of the PAGA representative claim and also Class Counsel’s request for attorneys’ fees

and costs, the costs of settlement administration, and the proposed service award(s). The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

14. How can I receive more information?

This Notice is a summary of the basic terms of the proposed Settlement. For the precise terms and conditions of the proposed Settlement, you may review the detailed “Amended Wage and Hour Class and Representative Action Settlement Agreement and Release of Claims” on file with the Clerk of the Court as well as the pleadings and other records in this litigation at the Office of the Clerk of the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, California 90012. You must make an appointment to view documents at the Office of the Clerk.

For further information, you may also call or email Class Counsel (listed above) or the Settlement Administrator (listed above). You may also ask Class Counsel to send you a copy of the Amended Wage and Hour Class and Representative Action Settlement Agreement and Release of Claims. The pleadings and other records in this litigation may also be examined at the Office of the Clerk of the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, California 90012. You must make an appointment to view documents at the Office of the Clerk. Additional information is also available through the Court’s online system at <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=familylaw> by searching using the case number.

Please do not telephone the Court, the Office of the Clerk, or Defendant for information regarding this proposed Settlement.