

1 **BIBIYAN LAW GROUP, P.C.**  
David D. Bibiyan (Cal. Bar No. 287811)  
2 *david@tomorrolaw.com*  
Diego Aviles (Cal. Bar No. 315533)  
3 *diego@tomorrowlaw.com*  
8484 Wilshire Boulevard, Suite 500  
4 Beverly Hills, California 90211  
Telephone: (310) 438-5555; Fax: (310) 300-1705

5 Attorneys for Plaintiff, ISAI CHILEL,  
6 on behalf of himself and all others similarly situated  
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**  
10

11 ISAI CHILEL, on behalf of himself and all  
12 others similarly situated,

13 Plaintiff,

14 v.

15 SUSHI CALIFORNIA, INC., a California  
16 corporation; KISHO, INC., a California  
corporation; CHO CHO SAN, INC., a  
17 California corporation; HIROSHI  
KAWASHIMA, an individual; and DOES 1  
18 through 100, inclusive,

19 Defendants.  
20  
21  
22  
23  
24  
25  
26  
27  
28

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

JUL 01 2021

Sherri R. Carter, Executive Officer/Clerk of Court  
By: *Dejane Wortham*, Deputy  
Dejane Wortham

CASE NO.: 19STCV05196

[Assigned for all purposes to the Hon. Ann I.  
Jones in Dept. 11]

~~[PROPOSED]~~ JUDGMENT

RECEIVED

JUN 07 2021

FILING WINDOW

1 JUDGMENT

2 Pursuant to the Order Granting Final Approval of the Class Action and Representative  
3 Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court's Order Granting  
5 Motion for Final Approval of Class and Representative Action Settlement ("Order Granting Final  
6 Approval") and the parties' Joint Stipulation Re: Class Action and Representative Action  
7 Settlement ("Settlement Agreement"). Unless otherwise provided herein, all capitalized terms  
8 used herein shall have the same meaning as defined in the Settlement Agreement.

9 2. The "Settlement Class" (or "Class Members") are all current and former non-  
10 exempt, hourly paid employees who worked for defendants Sushi California, Inc., Kisho, Inc.,  
11 Cho Cho San, Inc., and Hiroshi Kawashima ("Defendants") from February 19, 2015 up to and  
12 including November 5, 2020 (the "Class Period") in California.

13 3. "Participating Class Members" means all Class Members who did not submit a  
14 timely and valid request for exclusion, which refers to all Class Members aside from Amanda P.  
15 Bernal and Larissa Malek Abrahamians.

16 4. Pursuant to the Order Granting Final Approval and Settlement Agreement,  
17 Defendant must fund the settlement account with \$632,693.36 and the Employer Taxes. All funds  
18 shall be disbursed to Plaintiff's Counsel, Plaintiff, the Labor Workforce and Development Agency  
19 ("LWDA"), the Settlement Administrator, and Participating Class Members pursuant to the Order  
20 Granting Final Approval and Settlement Agreement. The funds associated with uncashed expired  
21 checks shall be transmitted to Legal Aid at Work for use in any county in need in California in the  
22 manner set out in the Settlement Agreement.

23 5. Upon the entry of an Order granting Final Approval of the Settlement, entry of  
24 Judgment, and payment by Defendants to the Third-Party Administrator selected of the full Gross  
25 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and all  
26 Participating Class Members waive, release, discharge, and promise never to assert in any forum  
27 against the Released Parties all claims against the Released Parties asserted in the First Amended  
28 Complaint to be filed in the Class Action, or any and all claims that may be asserted against the

1 Released Parties based on the factual allegations in the PAGA Notice, Amended PAGA Notice,  
2 and First Amended Complaint to be filed in the Class Action, as follows. For the duration of the  
3 Class Period, the release includes: (a) all claims for failure to pay overtime wages; (b) all claims  
4 for failure to pay minimum wages; (c) all claims for failure to provide compliant meal and rest  
5 periods and associated premium pay; (d) all claims for the failure to timely pay wages earned; (e)  
6 all claims for the failure to timely pay wages upon termination; (f) all claims for failure to provide  
7 one day's rest therefrom in seven; (g) all claims for failure to keep adequate or accurate time  
8 records; (h) all claims for failure to indemnify employees for costs incurred in furtherance of their  
9 work duties; (i) all claims for failure to indemnify employees for losses caused by the employer's  
10 want of ordinary care; (j) all claims for non-compliant wage statements; and (k) all claims asserted  
11 through California Business & Professions Code § 17200 *et seq.* arising out of the Labor Code  
12 violations referenced in the First Amended Complaint. For individuals employed during the  
13 PAGA Period, the release includes, for the duration of the PAGA Period (January 30, 2018  
14 through November 5, 2020), all claims released during the Class Period, as well as all asserted  
15 PAGA claims for penalties arising out of Labor Code Sections 226.3, 558, 1197.1 and 2699 based  
16 on the factual allegations and Labor Code sections alleged to have been violated in the PAGA  
17 Notice, Amended PAGA Notice and the First Amended Complaint to be filed in the Class Action,  
18 including, without limitation, failure to comply with Labor Code section 2810.5.

19 6. The Released Parties include Defendants and each of their past, present, and future  
20 respective subsidiaries, dba's, affiliates, parents, insurers and reinsurers, and company-sponsored  
21 employee benefit plans of any nature and their successors and predecessors in interest, including  
22 all of their officers, directors, shareholders, employees, agents, principals, heirs, representatives,  
23 accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents.

24 7. Two Class Members opted out of the Settlement and zero Class Members objected  
25 to the Settlement. The two Class Members who opted out of the Settlement are Amanda P. Bernal  
26 and Larissa Malek Abrahamians.

27 ///

28 ///

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  
26  
27  
28

8. This document shall constitute a Judgment for purposes of California Rules of Court, Rule 3.769(h).

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

Dated: July 1, 2021

**ANN I. JONES**  
\_\_\_\_\_  
Judge of the Superior Court