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11 Attorneys for Plaintiff, JUNIOR
12 AMILCAR GONZALEZ LAGUNA, on behalf
13 of himself and all others similarly situated

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

16 JUNIOR AMILCAR GONZALEZ LAGUNA,
17 on behalf of himself and all others similarly
18 situated,

19 Plaintiffs,

20 v.

21 TAKAAKI KOYAMA, an individual;
22 JAPANESE FOOD, INC., a California
23 corporation; DAIKOKUYA, INC., a
24 California corporation; and DOES 1 through
25 100, inclusive,

26 Defendants.

CASE NO.: BC641998

[Assigned for all purposes to the Hon. Elihu
M. Berle in Dept. SS-6]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT AWARD;**

JUDGMENT

27 This matter having come before the Court on June 6, 2019 and July 31, 2019 for final
28 fairness hearing pursuant to the Order of this Court dated February 6, 2019 granting preliminary
approval ("Preliminary Approval Order") of the class settlement upon the terms set forth in the
Joint Stipulation Re: Class Action and Representative Action Settlement ("Settlement
Agreement") submitted in support of Motion for Preliminary Approval of Class Settlement and
preliminarily approved; and due and adequate notice having been given to the Class Members as
required in the Preliminary Approval Order; and the Court having considered all papers filed and
proceedings had herein and otherwise being fully informed and good cause appearing therefor, it
is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

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

JUL 31 2019

Sherri R. Carter, Executive Officer/Clerk
By: Pedro Martinez, Deputy

1 1. The Motion for Final Approval of Class Action Settlement; Enhancement Award;
2 and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

3 2. All terms used herein shall have the same meaning as defined in the Settlement
4 Agreement.

5 3. This Court has jurisdiction over the subject matter of this litigation and over all
6 Parties to this litigation, including all Class Members.

7 4. Distribution of the Notice of Settlement of Class Action Lawsuit ("Class Notice")
8 directed to the Class Members as set forth in the Settlement Agreement and the other matters set
9 forth herein have been completed in conformity with the Preliminary Approval Order, including
10 individual notice to all Class Members who could be identified through reasonable effort, and was
11 the best notice practicable under the circumstances. This Class Notice provided due and adequate
12 notice of the proceedings and of the matters set forth therein, including the proposed class
13 settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and
14 the Class Notice fully satisfied the requirement of due process.

15 5. Of three hundred and twelve Class Members, five Class Members have opted out
16 of the settlement. No Class Member objected to the settlement.

17 6. The Court further finds that the settlement is fair, reasonable and adequate and that
18 plaintiff has satisfied the standards and applicable requirements for final approval of class action
19 settlement under California law, including the provisions of Code of Civil Procedure section 382
20 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
21 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

22 7. This Court hereby approves the class settlement set forth in the Settlement
23 Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and
24 directs the parties to effectuate the settlement according to its terms. The Court finds that the
25 settlement has been reached as a result of intensive, serious and non-collusive arm's length
26 negotiations. The Court further finds that the parties have conducted extensive and costly
27 investigation and research and counsel for the parties are able to reasonably evaluate their
28 respective positions. The Court also finds that settlement at this time will avoid additional

1 substantial costs, as well as avoid the delay and risks that would be presented by the further
2 prosecution of this action. The Court has noted the significant benefits to the Class Members
3 under the settlement. The Court also finds that the class is properly certified as a class for
4 settlement purposes only.

5 8. For settlement purposes only, the Court certifies the following class: all current and
6 former non-exempt employees of defendants Takaaki Koyama, Japanese Food, Inc. , and
7 Daikokuya, Inc. (collectively, "Defendants") in any of Defendants' locations in the State of
8 California at any time during the period from November 28, 2012 through November 20, 2018.

9 9. Plaintiff Junior Amilcar Laguna Gonzalez ("Plaintiff") and Class Members, except
10 those that have submitted a valid and timely request to be excluded from the Settlement
11 Agreement, waive, release, discharge, and promise never to assert in any forum against
12 Defendants, its subsidiaries, affiliates and each of their past or present officers, directors,
13 shareholders, employees, agents, principals, heirs, successors, representatives, accountants,
14 auditors, consultants, insurers and reinsurers, attorneys, and each of their company-sponsored
15 employee benefit plans and all of their respective officers, directors, employees, administrators,
16 fiduciaries, trustees and agents, of any of them, all claims, demands, rights, liabilities, and causes
17 of action asserted that could have been asserted against Defendants based on the factual
18 allegations in the First Amended Complaint, including, without limitation: (a) all claims for failure
19 to pay overtime wages; (b) all claims for failure to provide compliant meal and rest periods and
20 associated premium pay; (c) all claims for the failure to timely pay wages upon separation; (d) all
21 claims for failure to timely pay wages during employment; (e) all claims for non-compliant wage
22 statements; (f) all claims for failure to reimburse for business expenses for uniforms; (g) all claims
23 for unreturned uniform deposits and unpaid interest in connection with uniform deposits; (h) all
24 claims asserted through California Business & Professions Code § 17200 *et seq.* arising out of the
25 alleged Labor Code violations; and (i) for individuals employed from April 11, 2015 through
26 November 20, 2018 (the "PAGA Period"), all asserted PAGA claims (or those that could have
27 been asserted based on the factual allegations in the operative pleading) arising out of the alleged
28 Labor Code violations).

1 10. Nothing contained in this Settlement Agreement shall be construed or deemed in
2 admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of
3 the parties has entered into this Settlement Agreement with the intention to avoid further disputes
4 and litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be
5 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,
6 interpret, or enforce its terms.

7 11. The Settlement Agreement provides for a "Gross Settlement Amount" of
8 \$300,000.00. From the Gross Settlement Amount individual settlement payments to Class
9 Members, Court approved attorneys' fees and costs, the claims administrative costs, the class
10 representative's enhancement fee, and payment to the LWDA for PAGA penalties in the amount
11 of \$3,750.00 shall be deducted. The employer's share of taxes imposed on the wage portion of the
12 individual settlement payments shall be provided by Defendant separate and apart from the Gross
13 Settlement Amount. The payment of the settlement funds and the employer's share of taxes on
14 wages by Defendant, as well as the payment of individual settlement checks to Class Members,
15 will be made as set forth in the Settlement Agreement. Defendants shall make 24 equal monthly
16 payments commencing November 1, 2018. The final monthly payment shall be made on or before
17 October 1, 2020, and shall include any Employer Taxes necessary to effectuate the settlement.

18 12. Defendant Takaaki Koyama has irrevocably, absolutely, and unconditionally
19 guaranteed the prompt and complete payment of the Gross Settlement Amount on the payment
20 schedule set out in the Settlement Agreement, including any taxes required to effectuate the
21 settlement and any employer's share of taxes due to any government agency.

22 13. The Court hereby awards Class Counsel attorneys' fees in the total amount of
23 \$100,000.00 which is approximately one-third of the Gross Settlement Amount and to be
24 deducted therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of
25 ~~\$15,934.77~~ ^{\$15,434.77} to be deducted from the Maximum Settlement Amount. Attorneys' fees and costs will
26 be paid by the Claims Administrator from the Gross Settlement Amount as set forth in the

27 Settlement Agreement. *Payment of attorney fees and costs*
28 *to be made only after payments to class*
members.

1 14. The Court hereby approves an enhancement fee to Plaintiff in the amount of
2 \$7,500.00. Payment for the enhancement fee will be paid by the Claims Administrator from the
3 Gross Settlement Sum as set forth in the Settlement Agreement.

4 15. The Court hereby approves the claims administrator's fees and cost in the amount
5 of ~~\$11,500.00~~ ^{\$12,000.00}. The Claims Administrator, Phoenix Settlement Administrators ("Phoenix"), shall
6 be paid the cost of administration of the settlement from the Gross Settlement Sum.

7 16. Except as expressly provided herein, the parties each shall bear all of their own
8 fees and costs in connection with this matter.

9 17. The Court approves the named plaintiff Junior Amilcar Laguna Gonzalez as class
10 representative.

11 18. The Court approves Michael Nourmand, Esq. of The Nourmand Law Firm, APC
12 and David Bibiyan, Esq. of Bibiyan Law Group, P.C. as class counsel and their even split (*i.e.*,
13 50% each) of attorneys' fees awarded.

14 19. The Court approves Phoenix as the claims administrator.

15 20. Class Members will have one hundred eighty (180) days from the date of issuance
16 of the check to cash their check. For any check not cashed after 180 calendar days, the Settlement
17 Administrator will pay over the amount represented by the check to the State Controller, with the
18 identity of the Participating Class Member to whom the funds belong, to be held for the
19 Participating Class Member per California Unclaimed Property Law, in the interest of justice.
20 The money paid to the California Department of Industrial Relations will remain the Participating
21 Class Member's property. This will allow Participating Class Members who did not cash their
22 checks to collect their Individual Settlement Amounts at any time in the future. Therefore, there
23 will be no unpaid residue or unclaimed or abandoned class member funds and the California Code
24 of Civil Procedure section 384 shall not apply.

25 21. The Court finds that class settlement on the terms set forth in the Settlement
26 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
27 the released claims against Defendant.

28 22. Without affecting the finality of the Judgment in any way, this Court hereby

1 retains continuing jurisdiction over the interpretation, implementation and enforcement of the
2 settlement and all orders and judgments entered in connection therewith.

3 *23. OSC Re Compliance with terms of settlement 11/16/20*
4 *at 8:30 am. Report due 11/9/20.*

IT IS SO ORDERED.

5
6 Dated: July 31, 2019

ELIHU M. BERLE

Judge of the Superior Court

1 retains continuing jurisdiction over the interpretation, implementation and enforcement of the
2 settlement and all orders and judgments entered in connection therewith.

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4 **IT IS SO ORDERED.**

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6 Dated: _____, 2019

Judge of the Superior Court

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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1801 Century Park
East, Suite 2600, Los Angeles, California, 90067.

5 On July 22, 2019, I served the following document(s) described as **SUPPLEMENTAL**
6 **DECLARATION OF DAVID D. BIBIYAN IN SUPPORT OF MOTION FOR FINAL**
7 **APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT;**
8 **[PROPOSED] ORDER GRANTING APPROVAL OF CLASS ACTION SETTLEMENT,**
9 **APPLICATION FOR ATTORNEYS' FEES AND COSTS, AND ENHANCEMENT**
10 **AWARD** on the interested parties in this action by placing true copies thereof enclosed in sealed
11 envelopes addressed as follows:

12 Michael Nourmand
13 James DeSario
14 The Nourmand Law Firm, APC
15 8822 West Olympic Boulevard
16 Beverly Hills, CA 90211

17 **Co-Counsel for Plaintiff Junior Amilcar Gonzalez-Laguna**

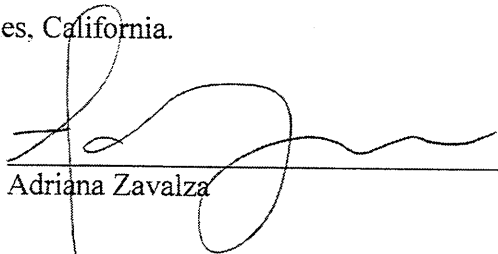
18 SOLOMON SALTSMAN & JAMIESON
19 Stephen Allen Jamieson, Esq.
20 Saranya Kalai
21 426 Culver Boulevard
22 Playa del Rey, CA 90293

23 **Counsel for Defendant Takaaki Koyama, Japanese Food, Inc., and Daikokuya, Inc.**

24 I caused a true and correct copy of the above-listed document(s) to be serve by electronic
25 transmission to the parties and/or counsel who are registered above and set forth in said service
26 list.

27 I declare under penalty of perjury under the laws of the State of California that the
28 foregoing is true and correct.

Executed on July 22, 2019, at Los Angeles, California.

23 
24 _____
25 Adriana Zavalza
26
27
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