

**ACKERMANN & TILAJEF, P.C.**

Craig J. Ackermann (SBN 229832)

[cja@ackermanntilajef.com](mailto:cja@ackermanntilajef.com)

1180 South Beverly Drive, Suite 610

Los Angeles, California 90035

Telephone: (310) 277-0614

Facsimile: (310) 277-0635

**FILED**

Superior Court of California  
County of Los Angeles

**03/20/2023**

David W. Slayton, Executive Officer / Clerk of Court

By: A. Lim Deputy

**EMPLOYMENT RIGHTS LAW GROUP, APC.**

Amir H. Seyedfarshi, CA Bar No. 301656

[amir@employmentrightslawgroup.com](mailto:amir@employmentrightslawgroup.com)

1180 South Beverly Drive, Suite 610

Los Angeles, California 90035

Telephone: (424) 777-0964

Attorneys for Plaintiff, the Proposed Settlement Class, the LWDA, and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR COUNTY OF LOS ANGELES**

Andrei Lim, individually and on behalf of all  
others similarly situated,

Plaintiff,

v.

Tokyo Teriyaki Corporation, a Nevada  
corporation, dba Chowking; and DOES 1 to 100,  
inclusive

Defendant.

CASE NO: Case No. 20STCV39689

**~~PROPOSED~~ ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: March 14, 2023

Time: 10:00 a.m.

Dept.: 14

Judge: Hon. Kenneth R. Freeman

Electronically Received 03/17/2023 11:18 AM

1 On March 14, 2023, the Court held a hearing on Plaintiff Andrei Lim’s (“Plaintiff”) Motion for  
2 Final Approval of Class Action Settlement between Plaintiff and Defendant Tokyo Teriyaki Corporation  
3 dba Chowking, and DOES 1 to 100, inclusive (“Defendant”) (collectively, the “Parties”), and Plaintiff’s  
4 Motion for Attorneys’ Fees and Costs.

5 Due and adequate notice having been given to Class Members, and the Court having considered  
6 the Second Amended Wage and Hour Class and Representative Action Settlement Agreement and Release  
7 of Claims (the “Settlement Agreement” or “Settlement”), all of the legal authorities and documents  
8 submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments  
9 received regarding the proposed settlement, and having reviewed the record in this litigation, and good  
10 cause appearing, the Court GRANTS final approval of the Settlement and ORDERS AND MAKES THE  
11 FOLLOWING FINDINGS AND DETERMINATIONS:

12 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the  
13 “Order”) shall have the same meanings given as those terms are used and/or defined in the Parties’  
14 Settlement Agreement.<sup>1</sup>

15 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter  
16 jurisdiction to approve this Settlement and all exhibits thereto.

17 3. For settlement purposes only, the Court finally certifies the Class, as defined in the  
18 Agreement and as follows:

19 “all current and former non-exempt employees who worked at any time for Defendant in California  
20 from October 14, 2016 through September 20, 2021” (the “Class Period”).

21 4. The Court deems this definition sufficient for the purpose of California Rule of Court  
22 3.765(a) and for the purpose of effectuating the Settlement.

23 5. The Court finds that an ascertainable class of 1,532 Class Members exists and a well-  
24 defined community of interests exists in the questions of law and fact involved because in the context of  
25 the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the  
26 Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and  
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28 <sup>1</sup> A copy of the Settlement Agreement is in the Court record as Exhibit A to the Supplemental Declaration of Amir Seyedarshi  
in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, filed on August 11, 2022, and is made a  
part of this Order.

1 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and  
2 protected the interest of the Class Members.

3         6.       The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement  
4 Administrator, completed the distribution of Class Notice to the Class in a manner that comports with  
5 California Rule of Court 3.766. The Class Notice informed the Class Members of the Settlement terms,  
6 their rights to do nothing and receive their settlement share, their rights to submit a request for exclusion,  
7 their rights to comment on or object to the Settlement, and their rights to appear at the Final Approval  
8 Hearing, and be heard regarding approval of the Settlement. Adequate periods of time to respond and to  
9 act were provided by each of these procedures.

10        7.       The Court deems this definition sufficient for the purpose of California Rule of Court  
11 3.765(a), and solely for the purpose of effectuating the Settlement.

12        8.       Not a single Class Member filed or submitted a written objection to the Settlement as part  
13 of this notice process.

14        9.       Not a single Class Member opted out of the Settlement.

15        10.      The Court hereby approves the terms set forth in the Settlement Agreement, including the  
16 \$400,000.00 gross settlement amount, and finds that the Settlement Agreement is, in all respects, fair,  
17 adequate, and reasonable, consistent and compliant with all applicable requirements of the California Code  
18 of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the  
19 California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and  
20 Class Members. The Court directs the Parties to effectuate the Settlement Agreement and Addendum  
21 according to its terms, and declares this Settlement Agreement to be binding on all Participating Class  
22 Members. The Court finds that the Settlement Agreement has been reached as a result of informed and  
23 non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive  
24 investigation and research, and their attorneys were able to reasonably evaluate their respective positions.

25        11.      The Court directs the Parties to effectuate the Settlement Agreement according to its terms  
26 and declares the Settlement Agreement to be binding on all Class Members.

27        12.      The Court finds that the Settlement Agreement has been reached as a result of informed  
28 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted

1 extensive investigation and research, and their attorneys were able to reasonably evaluate their respective  
2 positions.

3 13. The Court also finds that Settlement now will avoid additional and potentially substantial  
4 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally,  
5 after considering the monetary recovery provided as part of the Settlement in light of the challenges posed  
6 by continued litigation, and the Court concludes that Class Counsel secured significant relief for Class  
7 Members.

8 14. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding of  
9 the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement  
10 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement  
11 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,  
12 concession, or liability whatsoever by or against Defendant.

13 15. The Court confirms Andrei Lim as Class Representative and finds him to be adequate.

14 16. The Court confirms Craig J. Ackermann and Avi Kreitenberg of Ackermann & Tilajef,  
15 P.C. and Amir Seyedfarshi of Employment Rights Law Group, APC as Class Counsel, and finds each of  
16 them to be adequate, experienced, and well-versed in similar class action litigation.

17 17. The terms of the Agreement, including the gross settlement amount of **\$400,000.00**, and  
18 the individual Settlement Shares, are fair, adequate, and reasonable to the Class and to each Class Member,  
19 and the Court grants final approval of the Settlement set forth in the Agreement, subject to this Order. The  
20 Court approves the following allocations, which fall within the ranges stipulated by and through the  
21 Settlement Agreement:

22 a. The **\$16,500.00** designated for payment to ILYM Group, Inc., the Settlement  
23 Administrator, is fair and reasonable. The Court grants final approval of, and orders the  
24 Parties to make, the payment to the Settlement Administrator in accordance with the  
25 Agreement.

26 b. The **\$133,320.00** requested by Plaintiff and Class Counsel for the Class Counsel's  
27 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The  
28 Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be

made in accordance with the Agreement.

c. The Court awards **\$12,000.00** in litigation costs, an amount which the Court finds to be reflective of the reasonable costs incurred. The Court grants final approval of, and orders the Class Counsel Litigation Expenses Payment in this amount to be made in accordance with the Agreement, and divided between counsel in proportion with their respective costs expenditures.<sup>2</sup>

d. The Court reduces Plaintiff's requested enhancement of **\$10,000.00** to **\$7,500.00**. The Court believes that **\$7,500.00** is fair and reasonable. The Court grants final approval of, and orders the Class Representative Payment as set forth and approved herein.

e. The Court grants final approval of the **\$40,000.00** PAGA payment 75% of which shall be paid to the LWDA and orders the payment to be made in accordance with the Agreement.

18. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order, in which case the provisions of this Order shall take precedence and supersede the Settlement.

19. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case if the Settlement fails to become final or effective, or in any other case without limitation. The Settlement is not an admission by Defendant, nor is this Order or the subsequent Judgment that Plaintiff has asked the Court to enter based on this Order a finding of the validity of any allegations against Defendant in the Court proceeding or any wrongdoing by Defendant. Neither the Settlement nor this Order or the subsequent Court Judgment is a finding that certification of the Class is proper for any purpose or proceeding other than for settlement purposes.

20. All Participating Class Members shall be bound by the Settlement and this Order, including

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<sup>2</sup> Plaintiff's counsel incurred actual litigation costs totaling \$12,139.34, but is only requesting \$12,000, the amount contemplated by the Settlement Agreement, preliminarily approved by the Court, and noticed to the Class.

1 the Release of Claims<sup>3</sup> in favor of Defendant Releasees<sup>4</sup> as set forth in the Agreement, and are  
2 permanently barred and enjoined from prosecuting against Defendants and the other Released Parties any  
3 and all of Class Members' Released Claims as defined in the Agreement.

4 21. Plaintiff and the 1,532 Class Members are bound to the release of claims against  
5 Defendants and the other Released Parties as set forth in the Settlement Agreement and is permanently  
6 barred from prosecuting against Defendants and the other Released Parties any and all of Plaintiffs'  
7 Released Claims as defined in the Agreement.

8 22. The Parties shall bear their own respective attorneys' fees and costs except as otherwise  
9 provided in the Settlement Agreement.

10 23. The Court approves the one hundred eighty (180) day period for cashing of checks. Any  
11 funds associated with stale checks that have not been cashed within 180 days will be deemed void and  
12 submitted to the California State Controller Unclaimed PProperty.

13 24. The Settlement Administrator, within five (5) days of the date of this Order, shall give  
14 notice to the Settlement Class pursuant to Rule 3.771(b) of the California Rules of Court, by posting a  
15 copy of this order and judgment on its website for 60 days.

16 25. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for  
17 purposes of implementing the terms of the settlement, such as requiring the filing of a final report on  
18 distributions made to the Class Members, enforcing the Settlement Agreement, addressing settlement  
19 administration matters, and addressing such post-Judgment matters as may be appropriate under court  
20 rules or applicable law.

21 26. Plaintiff or the Settlement Administrator shall file with the Court a report regarding the

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22 <sup>3</sup>"Released Claims" means any and all debts, liabilities, costs, demands, obligations, claims, causes of action, or complaints  
23 arising during the Settlement Period that were pled, or which could have been pled based on the same facts as pled in the  
24 Plaintiff's operative Complaint and the LWDA letters. This includes claims relating to the alleged failure of the Defendant to  
25 provide any of the Class Members with compensation as required by law relating to wages, claims for overtime hours worked,  
26 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. (S.A., ¶ 68).

27 <sup>4</sup> "Defendant's Releasees" means Tokyo Teriyaki Corporation d.b.a. Chowking and each of their past, present and/or future,  
28 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. (S.A., ¶ 8).

1 status of distribution within sixty (60) days after all funds have been distributed.

2  
3 **IT IS SO ORDERED.**



A handwritten signature in black ink, appearing to read "K. Freeman", followed by a horizontal line.

4  
5 DATED: 03/20/23

Kenneth R. Freeman / Judge

6 HON. KENNETH FREEMAN

JUDGE OF THE SUPERIOR COURT OF CALIFORNIA