

1 **JUSTICE FOR WORKERS, P.C.**

William C. Sung SB# 280792

2 E-Mail: william@justiceforworkers.com

Tiffany L. Luu SB# 335127

3 E-Mail: tluu@justiceforworkers.com

3600 Wilshire Boulevard, Suite 1815

4 Los Angeles, CA 90010

Tel: 323-922-2000

5 Fax: 323-922-2000

6 Attorneys for Plaintiff and Cross-Defendant

7 IRENE EUNHEE IKUTA

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10
11 IRENE EUNHEE IKUTA, individually and on
12 behalf of all others similarly situated;

13 Plaintiff,

14 vs.

15 TAKEE INTERNATIONAL, INC., a
16 California corporation; and DOES 1 through
17 50,

18 Defendants.

19
20 TAKEE INTERNATIONAL, INC., a
21 California corporation,

22 Cross-complainant,

23 vs.

24 IRENE EUNHEE IKUTA, an individual; and
25 ROES 1-50, Inclusive,

26 Cross-defendant.
27
28

Case No.: 23STCV21120

[Assigned for All Purposes to:
Hon. Timothy Patrick Dillon, Dept 15]

CLASS ACTION

**(PROPOSED) JUDGMENT AND
ORDER GRANTING MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT, CLASS
REPRESENTATIVE SERVICE
PAYMENT, AND ATTORNEY'S FEES
AND COSTS, AND DISMISSING
DEFENDANT'S CROSS-COMPLAINT
WITH PREJUDICE**

(Filed concurrently with Motion for Final
Approval and Supporting Declarations)

DATE: January 22, 2026

TIME: 10:00 a.m.

DEPT: 15

Action Filed: August 31, 2023

Trial Date: Not Set

1 The Motion of Plaintiff Irene Eunhee Ikuta (“Plaintiff”) for Final Approval of Class Action
2 and PAGA Settlement, Class Representative Service Payment, and Attorney’s Fees and Costs
3 (“Final Approval Motion”) came on regularly for hearing before this Court pursuant to California
4 Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of Class Action
5 and PAGA Settlement (“Preliminary Approval Order”).

6 Having considered the Parties’ Class Action and PAGA Settlement Agreement
7 (“Settlement” or “Agreement”)¹, and the documents and evidence presented in support thereof, and
8 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
9 prosecution, and the substantial benefits to be received by the Class pursuant to the Settlement, the
10 Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate pursuant to
11 California Code of Civil Procedure § 382, and is the product of good faith, arm’s-length
12 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS
13 Plaintiff’s Final Approval Motion and hereby ORDERS the following:

14 1. Final judgment is hereby entered in conformity with the Settlement Agreement and
15 this Final Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus certifies,
17 for purposes of the Settlement, the following Class:

18 All current and former non-exempt employees who worked for Defendant Takee
19 International, Inc. within the State of California at any time during the Class Period
20 of August 31, 2019 through May 16, 2025 and who (1) did not sign Defendant’s
21 arbitration agreement, (2) did not release all claims against Defendant via a
22 settlement agreement, and (3) did not have a judgment entered for or against them
23 as to all of the claims being released in Released Class Claims.

22 3. The Court hereby confirms Plaintiff as the Class Representative; William C. Sung
23 and Tiffany L. Luu of Justice for Workers, P.C. as Class Counsel; and Apex Class Action LLC as
24 the Administrator.

25 4. Notice was provided to Class Members as set forth in the Settlement, which was
26 approved by the Court on August 27, 2025, and the notice process has been completed in
27

28 _____
¹ All defined terms contained herein shall have the same meanings as set forth in the Agreement.

1 conformity with the Settlement and the Court's Preliminary Approval Order. The Court finds that
2 said notice was the best notice practicable under the circumstances, and that individual notice was
3 provided to all Class Members who could be identified through reasonable effort. The Class Notice
4 provided due and adequate notice of the proceedings and matters set forth therein.

5 5. The Court finds that no Class Member objected to the Settlement, that one Class
6 Member opted out of the Settlement, and that the 99.75% participation rate in the Settlement
7 supports final approval.

8 6. The Class Member who opted out of the Settlement is Yutaka Hosogai, who will not
9 be bound by the Released Class Claims (defined below), but will be bound by the Released PAGA
10 Claims (defined below).

11 7. The Court further finds that the Settlement is fair, reasonable, and adequate, and
12 orders the Parties to effectuate the Settlement according to its terms.

13 8. For purposes of settlement only, the Court finds that: (a) the Class Members are
14 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
15 of law or fact common to the Class, and there is a well-defined community of interest among
16 members of the Class with respect to the subject matter of the litigation; (c) the claims of the Class
17 Representative are typical of the claims of the Settlement Class members; (d) the Class
18 Representative has fairly and adequately protected the interests of the Class; (e) a class action is
19 superior to other available methods for an efficient adjudication of this controversy; and (f) Class
20 Counsel are qualified to serve as counsel for the Class Representative and the Class.

21 9. The Court finds that given the absence of objections to the Settlement, this Order
22 shall be considered final as of the date of entry.

23 10. The Court finds that the Individual Class Payments and Individual PAGA Payments,
24 as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Administrator to
25 distribute the Individual Class Payments and Individual PAGA Payments in conformity with the
26 terms of the Settlement.

27 11. The Court orders Defendant to deposit the Gross Settlement Amount of \$362,500.00
28 and employer payroll taxes with the Administrator no later than March 17, 2026 or 14 days after the

1 Effective Date, whichever date is later.

2 12. The Court finds that a Class Representative Service Payment in the amount of
3 \$5,000.00 to the Plaintiff is appropriate for Plaintiff's service to the Class. The Court finds that this
4 payment is fair, reasonable, and adequate, and orders that the Administrator make this payment in
5 conformity with the terms of the Settlement

6 13. The Court finds that attorney's fees in the amount of \$120,833.33 and litigation costs
7 of \$14,671.54 for Class Counsel are fair, reasonable, and adequate in light of the common fund
8 created by the Settlement, and orders that the Administrator distribute these payments to Class
9 Counsel in conformity with the terms of the Settlement.

10 14. The Court orders that the Administrator shall be paid \$9,590.00 from the Gross
11 Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be
12 done until the completion of this matter and finds that sum appropriate.

13 15. The Court finds that the payment to the California Labor & Workforce Development
14 Agency ("LWDA") in the amount of \$22,500.00 for its share of the settlement of Plaintiff's
15 representative claim under the PAGA is fair, reasonable, and adequate, and orders the Administrator
16 to distribute this payment to the LWDA in conformity with the terms of the Settlement.

17 16. The Court orders that any settlement checks shall be negotiable for 180 calendar
18 days from the date of issuance of the check, and that any settlement checks that remain uncashed
19 after one 180 days after they are mailed shall be distributed to the Controller of the State of
20 California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure
21 §§ 1500, *et seq.*, in the name of the Class Member to whom the check was issued.

22 17. "Released Parties" means Defendant and each of its former and present directors,
23 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
24 subsidiaries, and affiliates.

25 18. Upon the funding of the entire Gross Settlement Amount and employer payroll taxes,
26 all Participating Class Members, on behalf of themselves and their respective former and present
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
28 Parties from all causes of action and claims that were alleged in the Action or reasonably could have

1 been alleged based on the facts and legal theories contained in the Operative Complaint, arising
2 during the Class Period, including all of the following claims for relief: (1) minimum wage
3 violations; (2) overtime wage violations; (3) meal period violations; (4) rest period violations; (5)
4 wage statement penalties; (6) waiting time penalties; (7) unfair competition; (8) violations
5 California Business and Professions Code § 17200, et seq.; violations of California Labor Code §§
6 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, and 1198; violations of
7 applicable sections of Industrial Welfare Commission (“IWC”) Wage Order 5-2001 (“Wage Order
8 5”); and/or any of the claims, causes of action or legal theories of relief pleaded in the Operative
9 Complaint (“Released Class Claims”).

10 19. Upon the funding of the entire Gross Settlement Amount and employer payroll taxes,
11 all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
12 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
13 Released Parties from all causes of action and claims for civil penalties under the California Private
14 Attorneys General Act of 2004 that were alleged or reasonably could have been alleged based on
15 the facts and legal theories contained in the Operative Complaint and PAGA Notice, arising during
16 the PAGA Period, including claims for civil penalties based on the following: (1) minimum wage
17 violations; (2) overtime wage violations; (3) meal period violations; (4) rest period violations; (5)
18 wage statement penalties; (6) waiting time penalties; (7) unfair competition; violations California
19 Business and Professions Code § 17200, et seq.; violations of California Labor Code §§ 201-204,
20 226, 226.7, 245-248.5, 256, 351, 510, 512, 516, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1,
21 1198, 2800, and 2802; violations of applicable sections of Industrial Welfare Commission (“IWC”)
22 Wage Order 5-2001 (“Wage Order 5”); and/or claims, causes of action or legal theories of relief
23 seeking civil penalties under the California Private Attorneys General Act of 2004 pled in the
24 Operative Complaint and underlying PAGA Notice (“Released PAGA Claims”).

25 20. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
26 notice of this final Judgment and Order to all Participating Class Members by mail along with their
27 Individual Class Payments and to the LWDA pursuant to Labor Code § 2699.

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1 21. Defendant’s Cross-Complaint against Plaintiff, filed on April 2, 2024, is hereby
2 dismissed with prejudice.

3 22. This document shall constitute a final judgment pursuant to California Rule of Court
4 3.769(h), which provides: “If the court approves the settlement agreement after the final approval
5 hearing, the court must make and enter judgment. The judgment must include a provision for the
6 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
7 may not enter an order dismissing the action at the same time as, or after, entry of judgment.”
8 Pursuant to California Code of Civil Procedure § 664.6, the Court retains jurisdiction to enforce the
9 Settlement, the Final Approval Order, and this Judgment.

10 23. The Court sets a Non-Appearance Compliance Hearing for _____,
11 2026 at ____ a.m. in Department 15 of the above-entitled Court. Plaintiff shall file a Final
12 Disbursement Declaration from the Administrator no later than 5 court days before the Compliance
13 Hearing.

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

15
16 DATED: _____, 2026

Hon. Timothy Patrick Dillon
Judge of the Superior Court