

Electronically Received 06/03/2025 04:28 PM

JUSTICE FOR WORKERS, P.C.

William C. Sung SB# 280792

E-Mail: william@justiceforworkers.com

Tiffany L. Luu SB# 335127

E-Mail: tluu@justiceforworkers.com

3600 Wilshire Boulevard, Suite 1815

Los Angeles, CA 90010

Tel: 323-922-2000

Fax: 323-922-2000

Attorneys for Plaintiff and Cross-Defendant

IRENE EUNHEE IKUTA

FILED
Superior Court of California
County of Los Angeles

08/27/2025

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

vs.

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

Defendants.

TAKEE INTERNATIONAL, INC., a
California corporation,

Cross-complainant,

vs.

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

Cross-defendant.

Case No.: 23STCV21120

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

CLASS ACTION

**~~(PROPOSED)~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

(Filed concurrently with Motion for
Preliminary Approval; Supporting
Declarations; and [Proposed] Order)

August 27
DATE: ~~November 13~~, 2025
TIME: 3:00 p.m.
DEPT: 15

Action Filed: August 31, 2023
Trial Date: Not Set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

1. The Court grants preliminary approval of the proposed Settlement and the Class based upon the terms set forth in the Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement” or “Agreement”)¹ attached as Exhibit 1 to the Declaration of William C. Sung in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement. The Court finds, on a preliminary basis, that the Settlement appears to be fair, adequate, and reasonable, and thus, meets the requirements for preliminary approval. The Court also preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable law.

- 2 -

1 third of the Gross Settlement Amount (currently estimated to be \$120,833.33) to Class Counsel for
2 reimbursement of reasonable attorney's fees; and (f) Class Counsel Litigation Expense Payment of
3 not more than \$25,000.00 to Class Counsel for reimbursement of reasonable litigation expenses.
4 Defendant is separately responsible for the payroll taxes owed on the wage portions of the
5 Individual Class Payments to Participating Class Members.

6 3. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is fair
7 and reasonable to the Class Members when balanced against the probable outcome of further
8 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
9 significant formal and informal discovery, investigation, research, and litigation have been
10 conducted such that counsel for the respective Parties at this time are able to reasonably evaluate
11 their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks
12 that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement
13 has been reached as the result of serious, informed, adversarial, and arms-length negotiations
14 between the Parties. Accordingly, the Court preliminarily finds that the Settlement was entered into
15 in good faith and meets the requirements for preliminary approval.

16 4. A Final Approval Hearing on the question of whether the proposed Settlement, Class
17 Counsel Fees Payment and Litigation Expenses Payment, Administration Expense Payment, the
18 PAGA Penalties, and the Class Representative Service Payment should be finally approved as fair,
19 reasonable, and adequate as to the members of the Class is hereby set in accordance with the
20 Implementation Schedule set forth below.

21 5. The Court provisionally certifies, for settlement purposes only, the following Class:
22 "All current and former non-exempt employees who worked for Defendant Takee International, Inc.
23 within the State of California at any time during the Class Period and who (1) did not sign
24 Defendant's arbitration agreement, (2) did not release all claims against Defendant via a settlement
25 agreement, and (3) did not have a judgment entered for or against them as to all of the claims being
26 released in Released Class Claims." The "Class Period" means the period from August 31, 2019
27 through May 16, 2025. Excluded from the Class will be any Class Member who opts out of the
28 Settlement by sending the Administrator a timely and valid request to opt out of the Settlement.

1 6. Furthermore, the Court provisionally approves, for settlement purposes only, the
2 settlement of PAGA Penalties, the LWDA PAGA Payment, and the Individual PAGA Payments to
3 Aggrieved Employees. “Aggrieved Employees” are defined as “all current and former non-exempt
4 employees who worked for Defendant within the State of California at any time during the PAGA
5 Period and who (1) did not sign Defendant’s arbitration agreement, (2) did not release all claims
6 against Defendant via a settlement agreement, and (3) did not have a judgment entered for or
7 against them as to all of the claims being released in Released Class Claims.” The “PAGA Period”
8 means the period from July 26, 2022 through May 16, 2025.

9 7. Release of Claims. The release provisions of the Settlement, as set forth below, are
10 provisionally approved:

11 a. Released Parties. “Released Parties” means Defendant and each of its former
12 and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
13 successors, assigns, subsidiaries, and affiliates.

14 b. Plaintiff’s Release. Effective on the date when Defendant fully funds the
15 entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of
16 the Individual Class Payments, Plaintiff and Plaintiff’s respective former and present spouses,
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
18 and discharge Released Parties from all claims, transactions, or occurrences related to Plaintiff’s
19 employment with Defendant, including, but not limited to: (a) all claims that were, or reasonably
20 could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all
21 PAGA claims that were, or reasonably could have been, alleged based on facts contained in the
22 Operative Complaint, Plaintiff’s PAGA Notice or ascertained in the course of the Action.
23 (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this
24 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
25 security benefits, workers’ compensation benefits that arose at any time, or based on occurrences
26 outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different
27 from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
28 nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding

1 such different or additional facts or Plaintiff's discovery of them. For purposes of Plaintiff's
2 Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of
3 section 1542 of the California Civil Code, which reads:

4 A general release does not extend to claims that the creditor or releasing party does
5 not know or suspect to exist in his or her favor at the time of executing the release,
6 and that if known by him or her would have materially affected his or her settlement
7 with the debtor or Released Party.

8 c. Release of Class Claims by Participating Class Members. Effective on the
9 date when Defendant fully funds the entire Gross Settlement Amount and funds all employer
10 payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class
11 Members, on behalf of themselves and their respective former and present representatives, agents,
12 attorneys, heirs, administrators, successors, and assigns, release Released Parties from all causes of
13 action and claims that were alleged in the Action or reasonably could have been alleged based on
14 the facts and legal theories contained in the Operative Complaint, arising during the Class Period,
15 including all of the following claims for relief: (1) minimum wage violations; (2) overtime wage
16 violations; (3) meal period violations; (4) rest period violations; (5) wage statement penalties; (6)
17 waiting time penalties; (7) unfair competition; violations California Business and Professions Code
18 § 17200, *et seq.*; violations of California Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516,
19 558, 1182.12, 1194, 1194.2, 1197, and 1198; violations of applicable sections of Industrial Welfare
20 Commission ("IWC") Wage Order 5-2001 ("Wage Order 5"); and/or any of the claims, causes of
21 action or legal theories of relief pleaded in the Operative Complaint ("Released Class Claims").
22 Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release
23 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair
24 Employment and Housing Act, unemployment insurance, disability, social security, workers'
25 compensation, or claims based on facts occurring outside the Class Period (the "Release Class
26 Claims").

27 d. Release by Aggrieved Employees. All Aggrieved Employees are deemed to
28 release, on behalf of themselves and their respective former and present representatives, agents,
attorneys, heirs, administrators, successors, and assigns, the Released Parties from all causes of

1 action and claims for civil penalties under the California Private Attorneys General Act of 2004 that
2 were alleged or reasonably could have been alleged based on the facts and legal theories contained
3 in the Operative Complaint and PAGA Notice, arising during the PAGA Period, including claims
4 for civil penalties based on the following: (1) minimum wage violations; (2) overtime wage
5 violations; (3) meal period violations; (4) rest period violations; (5) wage statement penalties; (6)
6 waiting time penalties; (7) unfair competition; violations California Business and Professions Code
7 § 17200, *et seq.*; violations of California Labor Code §§ 201-204, 226, 226.7, 245-248.5, 256, 351,
8 510, 512, 516, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802; violations
9 of applicable sections of Industrial Welfare Commission (“IWC”) Wage Order 5-2001 (“Wage
10 Order 5”); and/or claims, causes of action or legal theories of relief seeking civil penalties under the
11 California Private Attorneys General Act of 2004 pled in the Operative Complaint and underlying
12 PAGA Notice (the “Released PAGA Claims”).

13 8. The Court finds, for settlement purposes only, that the Class meets the requirements
14 for certification under California Code of Civil Procedure section 382 in that: (1) the Class is so
15 numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of
16 general interest, to all Class Members, which predominate over individual issues; (3) Plaintiff's
17 claims are typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly
18 and adequately protect the interests of the Class Members; and (5) a class action is superior to other
19 available methods for the fair and efficient adjudication of the controversy.

20 9. The Court appoints, for settlement purposes only, Plaintiff as the Class
21 Representative. The Court approves, on a preliminary basis, payment of a Class Representative
22 Service Payment to Plaintiff of up to \$5,000.00 from the Gross Settlement Amount, in addition to
23 the amount Plaintiff is eligible to receive as a Class Member, for Plaintiff's contributions and
24 participation in the litigation, for the risks and duties attendant to Plaintiff's role as the Class
25 Representative, and for Plaintiff's general release of claims against the Released Parties. To the
26 extent the final amount awarded is less, the remainder will be retained in the Net Settlement
27 Amount for distribution to Participating Class Members.

28 ///

1 10. The Court appoints, for settlement purposes only, Plaintiff's Counsel William C.
2 Sung and Tiffany L. Luu of Justice for Workers, P.C., as Class Counsel. The Court approves, on a
3 preliminary basis, Class Counsel Fee Payment up to one-third of the Gross Settlement Amount
4 (currently estimated to be \$120,833.33) as reasonable attorney's fees and Class Counsel Litigation
5 Expenses Payment for reimbursement of actual costs not to exceed \$25,000.00, payable from the
6 Gross Settlement Amount. To the extent actual costs are less and/or the final amounts awarded for
7 fees and/or costs are less, the remainder will be retained in the Net Settlement Amount for
8 distribution to Participating Class Members.

9 11. The Court appoints Simpluris, Inc. as the Administrator with payment, payable from
10 the Gross Settlement Amount, for Administration Expenses Payment not to exceed \$9,590.00,
11 except upon a showing of good cause and as approved by the Court. To the extent administration
12 costs are less, the remainder will be retained in the Net Settlement Amount for distribution to
13 Participating Class Members.

14 12. The Administrator shall perform services and duties as provided for in the
15 Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail, in
16 English and Spanish, to Class Members. Class Members shall not be required to submit a claim
17 form to receive Individual Class Payments.

18 13. The Court approves the Class Notice in substantially similar form and content as is
19 attached to the Settlement as Exhibit A. The Court finds, on a preliminary basis, that the plan for
20 distribution of the Class Notice satisfies due process, provides the best notice practicable under the
21 circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

22 14. The obligations set forth in the Settlement are deemed part of this Preliminary
23 Approval Order, and the Parties and Administrator are ordered to carry out the Settlement according
24 to its terms and provisions.

25 15. The Court orders the following Implementation Schedule:

26 Defendant to provide the Administrator 27 with the Class Data	Within 15 calendar days after entry of this Preliminary Approval Order
28 Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data from Defendant

Response Deadline for Class Members	Within 45 calendar days after the Administrator mails the Class Notice (extended by 14 calendar days for any re-mailed initial Class Notices)
Last Day to File a Motion for Final Approval of Class Action and PAGA Settlement	At least 16 court days before the Final Approval Hearing:
Final Approval Hearing	January 22, 2026 at 10 a.m./ 9 a.m.

16. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

17. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than as may be necessary to consummate or enforce the Settlement.

IT IS SO ORDERED.

Dated: 08/27/2025, ~~2025~~



[Handwritten Signature]

The Honorable Timothy Patrick Dillon
Judge of the Superior Court

Timothy Patrick Dillon / Judge