

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (SBN #068687)
4 Kyle R. Nordrehaug (SBN #205975)
5 Aparajit Bhowmik (SBN #248066)
6 2255 Calle Clara
7 La Jolla, CA 92037
8 Telephone: (858) 551-1223
9 Facsimile: (858) 551-1232

10 Attorneys for Plaintiff

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SAN FRANCISCO**

14
15 MEI HUA TAN, an individual, on behalf of
16 herself, and on behalf of all persons similarly
17 situated,

18 Plaintiff,

19 vs.

20 KYO-YA OHANA, LLC., a Limited Liability
21 Company; and DOES 1 through 50, inclusive,

22 Defendants.

Case No. **CGC-23-609089**

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Date: September 25, 2025
Hearing Time: 9:00 a.m.

Judge: Hon. Christine Van Aken
Dept: 301

Action Filed: September 14, 2024
Trial Date: Not set

1 On September 25, 2025, a hearing was held on the motion of Plaintiff Mei H. Tan
2 (“Plaintiff”) for final approval of the Class Action and PAGA Settlement Agreement (the
3 “Agreement”) with Defendant Kyo-Ya Ohana, LLC (“Defendant”) and payments to the Plaintiff,
4 Class Counsel, Aggrieved Employees, the Labor and Workforce Development Agency (“LWDA”)
5 and the Administrator.

6 The parties have submitted their Agreement, which this Court preliminarily approved by
7 its May 22, 2025, order (“Preliminary Approval Order”). In accordance with the Preliminary
8 Approval Order, Class Members have been given notice of the terms of the Agreement and the
9 opportunity to comment on or object to it or to exclude themselves from its provisions.

10 Having received and considered the Settlement, the supporting papers filed by the parties,
11 and the evidence and argument received by the Court at the hearing before it entered the
12 Preliminary Approval Order and the final approval hearing on September 25, 2025, the Court
13 grants final approval of the Settlement, and HEREBY ORDERS as follows:

14 1. The certification of the Class is confirmed for the sole and exclusive purpose of
15 entering a settlement in this matter:

16 All individuals who were employed by Defendant in California and
17 classified as a non-exempt employee at any time during the Class Period.
The Class Period is September 14, 2019 to November 1, 2024.

18 2. The Administrator received 0 valid requests for exclusion from the Class.

19 3. The Court confirms the appointment of Plaintiff as the Class Representative, and
20 Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug
21 Bhowmik De Blouw LLP as Class Counsel for the Class.

22 4. Pursuant to the Preliminary Approval Order, the Court Approved Notice of Class
23 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) was sent to each
24 Class Member by first-class mail. These papers informed Class Members of the terms of the
25 Settlement, their right to receive an Individual Class Payment, their right to comment on or object
26 to the Settlement or to opt-out of the Settlement and pursue their own remedies, and their right to
27 appear in person or remotely or by counsel at the Final Approval Hearing and be heard regarding
28 final approval of the Settlement. Adequate periods of time were provided by each of these

1 procedures to provide notice of their rights and time for Class Members to act with respect to these
2 rights. No Class Member objected to the Settlement as part of this notice process or stated an
3 intent to appear at the final approval hearing.

4 5. The Court finds and determines that this notice procedure afforded adequate
5 protections to Class Members and provides the basis for the Court to make an informed decision
6 regarding approval of the Settlement based on the responses of Class Members. The Court finds
7 and determines that the Class Notice provided in this case was the best notice practicable and it
8 satisfied the requirements of law and due process.

9 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
10 determines that the proposed Class, as defined in the definitions section of the Agreement and
11 Paragraph 1 herein, meets all the legal requirements for class certification, and it is hereby ordered
12 that the Class is finally approved and certified as a class for purposes of the Settlement.

13 7. The Court further finds and determines that the Gross Settlement Amount of Nine
14 Hundred Thirty Thousand Dollars (\$930,000) and the terms of the Agreement are fair, reasonable,
15 and adequate to the Class and to each Class Member. The Class Members who have not opted-
16 out will be bound by the Settlement. Aggrieved Employees (as defined in the Agreement as all
17 individuals who were employed by Defendant in California and classified as a non-exempt
18 employee at any time during the PAGA Period which is August 28, 2022 to November 1, 2024)
19 will be subject to the release of the Released PAGA Claims as set forth in the Agreement, and will
20 be sent an Individual PAGA Payment, regardless of whether they opt-out of the Class portion of
21 the Settlement. The Settlement is ordered finally approved, and all terms and provisions of the
22 Settlement should be and hereby are ordered to be consummated.

23 8. The Court finds and determines that the Individual Class Payments to be paid to
24 the Participating Class Members, as provided for by the Agreement, are fair and reasonable. The
25 Court hereby grants final approval to and orders the payment of those amounts to be made to the
26 Participating Class Members out of the Net Settlement Amount in accordance with the Agreement.

27 9. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
28 Code §§ 2699(s)(2), (s)(4), the LWDA has been given notice of the Settlement. Pursuant to

1 PAGA, on the date the Plaintiff filed the motion seeking approval of the Settlement with the Court,
2 Plaintiff served the LWDA with the motion which included a copy of the Agreement. The Court
3 finds and determines that the notice of the Settlement complied with the statutory requirements of
4 PAGA.

5 10. The Court finds and determines that the resolution of the Released PAGA Claims
6 and the PAGA Penalties of Twenty Thousand Dollars (\$20,000), which includes payment to the
7 LWDA of \$15,000 as its share of the settlement of civil penalties and the allocation of \$5,000 as
8 Individual PAGA Payments to the Aggrieved Employees, is fair, reasonable, and appropriate. The
9 Court hereby grants approval of the resolution of the PAGA claims and orders that the PAGA
10 Penalties be paid out of the Gross Settlement Amount and distributed in accordance with the
11 Agreement.

12 11. The Court finds and determines that the fees and expenses of Apex Class Action in
13 administrating the settlement, in the amount of \$11,500, are fair and reasonable. The Court hereby
14 grants final approval to such amount and orders that the payment of approximately that amount be
15 paid out of the Gross Settlement Amount in accordance with the Agreement.

16 12. In addition to any recovery that Plaintiff may receive from the Net Settlement
17 Amount and PAGA Penalties, and in recognition of the Plaintiff's efforts on behalf of the Class,
18 and the risks he undertook, the Court hereby approves the payment of the Class Representative
19 Service Payment to Plaintiff in the amount of \$10,000. The Class Representative Service Payment
20 shall be paid from the Gross Settlement Amount.

21 13. Pursuant to the authorities and argument presented to the Court, the Court approves
22 the payment of attorneys' fees to Class Counsel in the sum of \$310,000, plus costs and expenses
23 in the amount of \$34,309.30. Said amounts shall be paid from the Gross Settlement Amount.

24 14. The parties are hereby ordered to comply with the terms of the Settlement.
25 Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to
26 fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator within
27 14 days after the Effective Date.
28

1 15. Without affecting the finality of this order in any way, pursuant to California Code
2 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
3 interpretation, administration, implementation, effectuation, and enforcement of this order and the
4 Settlement.

5 **IT IS SO ORDERED.**

6 Dated: _____

7 _____
8 The Honorable Christine Van Aken
9 Judge of the Superior Court