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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
situated,

17 Plaintiff,

18 vs.

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

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

[PROPOSED] FINAL JUDGMENT

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 The parties having settled this action and the Court having entered an Order Granting
2 Final Approval of Settlement and good cause appearing therefor,

3 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

4 1. Except as set forth in the Class Action and PAGA Settlement Agreement (the
5 “Agreement”) and the Order Granting Motion for Final Approval of Class Action Settlement
6 Plaintiff Mei H. Tan (“Plaintiff”), and all members of the Class, shall take nothing by their
7 complaint(s) in this Action.

8 2. The Court finds that in consideration of Plaintiff’s awarded Class Representative
9 Service Payment, and the other terms and conditions of the Settlement, as of the date the Defendant
10 Kyo-Ya Ohana, LLC (“Defendant”) fully funds the Gross Settlement Amount and fund all
11 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff
12 generally release and discharge the Released Parties (as defined in the Agreement) from all claims,
13 transactions, or occurrences that occurred during the Class Period as fully set forth in the
14 Agreement.

15 3. The Court finds that in consideration for their Individual Class Payments, effective
16 on the date when Defendant fully funds the entire Gross Settlement Amount and fund all employer
17 payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class
18 Members, on behalf of themselves and their respective former and present representatives, agents,
19 attorneys, heirs, administrators, successors, and assigns, release Released Parties from the
20 Released Class Claims. The “Released Class Claims” are all claims that were alleged, or
21 reasonably could have been alleged, based facts stated in the Operative Complaint which occurred
22 during the Class Period during employment in a non-exempt position in California. Except as
23 expressly set forth in the Agreement, Participating Class Members do not release any other claims,
24 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
25 Housing Act, unemployment insurance, disability, social security, workers’ compensation, or
26 Class claims based on facts occurring outside the Class Period.

27 4. The Court finds that in consideration for the approved PAGA Penalties payment,
28 effective on the date when Defendant fully funds the entire Gross Settlement Amount and fund all

1 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved
2 Employees and the LWDA are deemed to release, on behalf of themselves and their respective
3 former and present representatives, agents, attorneys, heirs, administrators, successors, and
4 assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are
5 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on
6 the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the
7 PAGA Period during employment in a nonexempt position in California. The Released PAGA
8 Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful
9 termination, discrimination, unemployment insurance, disability and worker's compensation, and
10 PAGA claims outside of the PAGA Period.

11 5. The Parties shall bear his, her, its or their own respective attorneys' fees and costs
12 except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of
13 Class Action Settlement, and this Judgment.

14 6. The Court enters final judgment in the Action in accordance with the Agreement
15 and the Order Granting Motion for Final Approval of Class Action Settlement. Without affecting
16 the finality of this judgment in any way, pursuant to California Code of Civil Procedure section
17 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration,
18 implementation, effectuation, and enforcement of this order and the Settlement.

19 7. Upon completion of administration of the settlement, the Settlement Administrator
20 will provide written certification of such completion to the Court and counsel for the parties. The
21 Court sets a compliance hearing date of _____, at _____ a.m. / p.m., and
22 the written certification of the Administrator shall be filed no later than fourteen (14) days before
23 this hearing.

24 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

25 Dated: _____

26 _____
27 The Honorable Christine Van Aken
28 Judge of the Superior Court