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8 Attorneys for Plaintiff Ivorya Geneve
9 and the Class

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF CONTRA COSTA**
12

13 IVORYA GENEVE individually and on
behalf of other members of the general public
14 similarly situated,

15 Plaintiffs,

16 vs.

17 MIKUNI RESTAURANT GROUP, INC. and
18 DOES 1 through 25, inclusive,

19 Defendants.
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Case No.: C23-02732
[Consolidated with Case No. C24-00427]

Honorable Julia Campins
Department 10

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: April 9, 2026
Time: 9:00 a.m.
Dept.: 10

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Geneve v. Mikuni Restaurant Group, Inc.*
6 matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am
7 personally acquainted with the information contained herein, and in the event of being summoned to
8 provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 75 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
19 *Of Class Action Settlement*, in English and Spanish (referred to as “Class Notice”); (b) receiving and
20 processing requests for exclusion; (c) resolving disputes among Settlement Class Members regarding
21 the number of workweeks recorded by Defendants during the Class Period, as stated on their
22 individualized Class Notice.; (d) calculating individual settlement payment amounts and individual
23 PAGA payment amounts; (e) processing and mailing individual settlement payment checks and
24 individual PAGA payment checks; (f) handling tax withholdings as required by the Settlement and the
25 law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the
26 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking
27 additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

1 4. On November 13, 2025, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval
3 from the Parties' Counsel before being mailed.

4 5. On November 20, 2025, Counsel for the Defendants provided Apex with the class list file,
5 comprising each Class Member's: full name, last known mailing address, Social Security number, dates
6 worked for Defendant during the Class Period, Workweeks worked for Defendant during the Class
7 Period, and Pay Periods worked for Defendant during the PAGA Period. The data file was successfully
8 uploaded to our database, where it underwent a thorough review to identify any duplicates or potential
9 inconsistencies. The Class List consisted of a total of 3,050 individuals.

10 6. In preparation for the mailing process, all 3,050 names and addresses listed in the Class List
11 underwent verification and updating against the National Change of Address (NCOA) database
12 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
13 accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice. The
14 NCOA database contains records of requested address changes submitted to the USPS. If an updated
15 address was found in the NCOA database, it was utilized for the mailing of the Class Notice. However,
16 in cases where no updated address was found in the NCOA database, the original address provided by
17 Counsel for Defendants was used for the mailing of the Class Notice.

18 7. On December 11, 2025, The Class Notice was sent to all 3,050 individuals listed in the Class List
19 using U.S First Class Mail. A copy of the mailed Class Notice is attached hereto as **Exhibit A**.

20 8. As of the date of this declaration, our office has received 341 returned Class Notices as
21 undeliverable. Apex conducted a computerized skip trace on the 341 returned Class Notices in order to
22 acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted
23 in obtaining 220 updated addresses, to which we promptly re-mailed the Class Notices via U.S First
24 Class Mail.

25 9. As of the date of this declaration, there have been 220 Class Notices re-mailed as a result of
26 Apex's skip-tracing efforts.

27 10. As of the date of this declaration, 121 Class Notices have been considered undeliverable as no
28 updated address was found despite conducting skip tracing.

1 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
2 for submitting a request for exclusion from the Settlement was January 26, 2026.

3 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
4 deadline for submitting a written objection to the Settlement was January 26, 2026.

5 13. As of the date of this declaration, Apex has not received any disputes from Class Members. The
6 deadline for submitting a dispute was January 26, 2026.

7 14. As of the date of this declaration, Apex will report 3,050 Settlement Class Members, constituting
8 100% of the total 3,050 Class Members.

9 15. The total number of Workweeks worked by Participating Class Members during the Class Period
10 is 209,449. The Net Settlement Amount available to Settlement Class Members is estimated to be
11 \$1,203,010.00 and was calculated by subtracting the requested attorneys' fees (\$787,500.00), the amount
12 requested for litigation costs and expenses (\$25,000.00), the requested Enhancement Payment
13 (\$10,000.00), the requested Settlement Administration Costs (\$24,490.00), and the PAGA Penalties
14 (\$200,000.00) from the Gross Settlement Amount (\$2,250,000.00).

15 16. The *highest* Individual Settlement Share to a Participating Class Member is currently estimated
16 to be approximately \$1,412.95, the *average* Individual Settlement Share is currently estimated to be
17 approximately \$394.43, and the *lowest* Individual Settlement Share is currently estimated to be
18 approximately \$5.74. These amounts are subject to employee-side tax and withholdings.

19 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$50,000.00,) will be allocated to PAGA
20 Employees regardless of whether they opt out of the class settlement. PAGA Employees cannot opt out
21 of the PAGA settlement. There are 1,885 PAGA Employees who worked a total of 55,828 pay periods
22 during the PAGA Period.

23 18. The *highest* Individual PAGA Payment to a PAGA Employee is approximately \$51.95, the
24 *average* Individual PAGA Payment is approximately \$26.53, and the *lowest* Individual PAGA Payment
25 is approximately \$0.90.

26 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
27 and anticipated expenses, amount to \$24,490.00. Apex will proceed with additional tasks related to this
28 matter, such as calculating individual settlement payments and individual PAGA payments, issuing and

1 mailing individual settlement payment checks and individual PAGA payment checks, handling
2 necessary tax filings and reporting on these payments, and any other tasks mutually agreed upon by the
3 Parties or ordered by the Court for Apex to undertake.

4 I declare under penalty of perjury under the laws of the State of California and the United States
5 that the foregoing is true and correct, and that this Declaration was executed this 17th day of March 2026,
6 in Irvine, California.

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MADELY NAVA

Exhibit A

Geneve v. Mikuni Restaurant Group, Inc.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»
Apex ID: «ApexID» «Tray_PC» «D»
«Full_Name»
«Address1»
«City», «State» «Zip»

NOTICE OF CLASS ACTION SETTLEMENT

Ivorya Geneve v. Mikuni Restaurant Group, Inc.

Superior Court of California for the County of Contra Costa, Case Nos. C24-00427 and C23-02732

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Ivorya Geneve ("Plaintiff") and Defendant Mikuni Restaurant Group, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case Nos. C24-00427 and C23-02732 ("Action"), which may affect your legal rights. On November 18, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on April 9, 2026, at 9:00 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all individuals who are current or former non-exempt employees of Defendant, in the State of California during the Class Period.

"Class Period" means the period from February 16, 2020, through October 31, 2024.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all individuals who are current or former non-exempt employees of Defendant, in the State of California during the PAGA Period.

"PAGA Period" means the period from August 18, 2022, through October 31, 2024.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On August 18, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On October 26, 2023, Plaintiff filed a Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, *Et Seq.* ("PAGA Complaint"). On February 16, 2024, Plaintiff filed a Class Action Complaint for Damages. ("Class Action Complaint") in the Action. On September 24, 2024, the class action and the PAGA action were consolidated by the court.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all liability and is confident it has strong legal and factual defenses to these claims. Defendant further contends that its conduct is and has been lawful at all relevant times and that Plaintiff's claims do not have merit nor meet the requirements for class certification. However, Defendant recognizes the risks, distractions, and costs associated with litigation and decided to resolve the matter.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On November 18, 2025, the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action Administrators, LLC as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Ivorya Geneve as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Barbara DuVan-Clarke
Danielle GruppChang
P.J. Van Ert
Annabel Blanchard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$787,500), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars (\$10,000) to Plaintiff for her services in the Action; (3) the amount of Two Hundred Thousand Dollars (\$200,000) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$150,000) ("LWDA Payment") and the remaining 25% (\$50,000) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on their number of ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as fifteen percent (15%) as wages, which will be reported on an IRS Form W-2, and eighty-five percent (85%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee was employed by Defendant as a non-exempt employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From February 16, 2020, through October 31, 2024 (i.e., the Class Period), you are credited as having worked «Class_Workweeks» Workweeks.**
- **From August 18, 2022, through October 31, 2024 (i.e., the PAGA Period), you are credited as having worked «PAGA_Pay_Periods» Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweeks Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Case Nos. C23-02732 and C2400427); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before January 26, 2026**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$«Est_Class_PMT». The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$«Est_PAGA_PMT» and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice are only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Class Action Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, conversion, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, and all claims for attorneys' fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members.

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter and the PAGA Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders.

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, parent corporations, partners, employees, agents, attorneys, licensees, lessors, reinsurers, employee benefit plans and plan fiduciaries, representatives, transferees, heirs, executors, predecessors, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$787,500) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000) (“Enhancement Payment), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twenty-Five Thousand Dollars (\$25,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

Apex Class Action Administrators, LLC
P.O. Box 54668,
Irvine, CA 92619

A Request for Exclusion must: (a) contain the case name and number of the Action (*Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Case Nos. C23-02732 and C24-004278); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before January 26, 2026**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Case Nos. C23-02732 and C24-004278); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before January 26, 2026**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 39 of the Contra Costa County Superior Court, located at 725 Court Street, Martinez, California 94553, on April 9, 2026, at 9:00 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Please visit <https://www.cc-courts.org/> and click on the “Remote Hearings/Zoom Access Instructions” link for further information on how to appear remotely.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the pleadings and other documents filed in the Action by visiting Contra Costa County Superior Court’s website <https://www.cc-courts.org/>, and clicking the drop-down menu Online Services, selecting Court Public Portal, clicking on the Smart Search button, and entering either case number: C23-02732 or C24-004278, then clicking “submit.”

Images of every document filed in the case may be viewed at no charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

You may also visit the Settlement Administrator’s website at www.apexclassaction.com/mikuni for key documents in the Action.



PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: 1-800-355-0700, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

AVISO DE ACUERDO DE DEMANDA COLECTIVA

Ivory Geneve v. Mikuni Restaurant Group, Inc.

Tribunal Superior de California, Condado de Contra Costa, Casos No. C24-00427 y C23-02732

POR FAVOR, LEA ESTE AVISO DE CLASE CON CUIDADO

Ha recibido este Aviso de Clase porque los registros del Demandado indican que es elegible para formar parte del acuerdo de demanda colectiva, alcanzado en el caso de referencia anterior.

No debe hacer nada para recibir un pago del acuerdo

Este Aviso de Demanda es diseñado para informarle de sus derechos y opciones con respecto al acuerdo, y cómo puede excluirse del Acuerdo de Clase, objetar al mismo, y/o impugnar el número de Semanas Laborales y/o Periodos de Pago que se le han acreditado, si así desea.

USTED ES NOTIFICADO QUE: Un acuerdo de clase y representación ha sido alcanzado entre la Demandante Ivory Geneve (“Demandante”) y el Demandado Mikuni Restaurant Group, Inc. (“Demandado”) (Demandante y Demandado, colectivamente, se denominan “Partes”) en este caso titulado *Ivory Geneve v. Mikuni Restaurant Group, Inc.*, Tribunal Superior del Condado de Contra Costa, Casos No. C24-00427 y C23-02732 (“Demandas”), que pudiese afectar sus derechos legales. El 13 de noviembre de 2025, el Tribunal ha otorgado la aprobación preliminar del acuerdo y ha programado una audiencia el 9 de abril de 2026, a las 9:00 a.m. (“Audiencia de Aprobación Final”), para determinar la aprobación final.

I. DEFINICIONES IMPORTANTES

“Clase” o “Miembro(s) de Clase” se refiere a todos los empleados actuales y pasados no exentos para el Demandado, en el Estado de California durante el Período de Clase.

“Período de Clase” se refiere al período comprendido entre el 16 de febrero de 2020 al 31 de octubre de 2024.

“Acuerdo de Clase” se refiere al acuerdo y a la resolución de todas las Reclamaciones Liberadas de Clase.

“Empleado(s) de PAGA” se refiere a todos los empleados actuales y pasados no exentos que trabajaron para el Demandado en el Estado de California en el Período de PAGA.

“Período de PAGA” se refiere al periodo del 18 de agosto de 2022 al 31 de octubre de 2024.

“Acuerdo de PAGA” se refiere al acuerdo y a la resolución de todas las Reclamaciones Liberadas de PAGA.

II. CONTEXTO DE LA ACCIÓN

El 18 de agosto de 2023, la Demandante proporcionó aviso escrito a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo (“LWDA”) y al Demandado sobre las provisiones específicas del Código Laboral de California que la empleada sostiene que fueron violadas (“Carta de PAGA”). El 26 de octubre de 2023, la Demandante presentó una Denuncia por Daños, Perjuicios y ejecución bajo la Ley de Procuradores Generales Privados, Código Laboral de California §§ 2698, *Y Sig.* (“Denuncia de PAGA”). El 16 de febrero de 2024, la Demandante presentó una Denuncia Colectiva por Daños (“Denuncia Colectiva”) en la Demanda. El 24 de septiembre de 2024, el tribunal consolidó la demanda colectiva y la de PAGA.

La Demandante sostiene que el Demandado falló en el pago apropiado de salarios mínimos y horas extra, proporcionar periodos de descanso y comida, y primas asociadas, pago a tiempo durante la contratación y liquidación de salarios de terminación laboral y sanciones por tiempo de espera asociadas, no proporcionar recibos correctos de salarios, y reembolso de gastos comerciales, y así mismo involucramiento en prácticas comerciales desleales en violación del Código de Profesiones y Negocios de California sección 17200, y sig., y conducta que surge a sanciones bajo la Ley de Procuradores Generales Privados de 2004 en virtud del Código Laboral de California Sección 2698, y sig. (“PAGA”). La Demandante busca, entre otras cosas, recuperar salarios adeudados y primas por periodos de comida y descanso, el reembolso de gastos comerciales, la restitución, las sanciones, los intereses y los costos de abogados.

El Demandado niega toda responsabilidad y afirma que posee defensas legales y, de hecho, a estas reclamaciones. También sostiene, que su conducta es y ha sido legal en todo momento y que las reclamaciones de la Demandante no tienen mérito o no cumplen con los requisitos para una certificación de clase. Sin embargo, el Demandado reconoce los riesgos, distracciones y costos asociados a la litigación y ha decidido conciliar el asunto.

Las Partes participaron en una mediación con un respetado mediador de demanda colectiva, y como resultado, las Partes alcanzaron un acuerdo. Las Partes desde ese momento, han entrado a una Estipulación Conjunta de Demanda Colectiva y Acuerdo de PAGA (“Acuerdo” o “Acuerdo del Convenio”).

El 13 de noviembre de 2025, el Tribunal dictó una orden de aprobación preliminar del Acuerdo. El Tribunal nombró a Apex Class Action Administrators, LLC como el Administrador del Acuerdo (“Administrador del Acuerdo”), la Demandante Ivorya Geneve como representante de la Clase (“Representante de Clase”) y y los siguientes abogados de la Demandante como (“Abogados de Clase”):

Jonathan M. Genish
Barbara DuVan-Clarke
Danielle GruppChang
P.J. Van Ert
Annabel Blanchard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Si usted es un Miembro de Clase, no necesita realizar ninguna acción para recibir un Pago Individual del Acuerdo, pero si tiene la oportunidad de solicitar exclusión del Acuerdo Colectivo (en ese caso, no recibirá un Pago Individual del Acuerdo), objetar al Acuerdo Colectivo, y/o impugnar las Semanas Laborales y/o Periodos de Pago que se le acrediten, si decide, como se explica más en las Secciones III y IV a continuación. Si usted es un Empleado de PAGA, no necesita realizar ninguna acción para recibir un Pago Individual del Acuerdo; no tendrá la oportunidad de objetar ni de buscar la exclusión del Acuerdo de PAGA, y todos los Empleados de PAGA estarán sujetos al Acuerdo de PAGA si el Tribunal otorga la aprobación final del Acuerdo.

El Acuerdo representa un compromiso y una conciliación de las numerosas reclamaciones en cuestión. Nada en el Acuerdo está destinado o será interpretado como una admisión por el Demandado de que las reclamaciones en la Acción tienen mérito o que el Demandado tiene alguna responsabilidad con la Demandante, Miembros de Clase, o Empleados de PAGA. La Demandante y el Demandado, y sus respectivos abogados, han concluido y acordado que, ante los riesgos e incertidumbres de cada lado de continuar una litigación, el Acuerdo es justo, razonable, y adecuado, y está en lo mejor de los intereses de los Miembros de Clase, del Estado de California, y Empleados de PAGA.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula del Acuerdo

El monto total del acuerdo es de dos millones doscientos cincuenta mil dólares (\$2,250,000) (el “Monto Total del Acuerdo”). La parte del Monto Total del Acuerdo disponible para los Miembros de Clase se refiere al “Monto Neto del Acuerdo.” El Monto Neto del Acuerdo será el Monto Neto del Acuerdo menos los siguientes pagos que son sujetos a aprobación del Tribunal: (1) costos de abogados, en un monto que no excede el treinta cinco por ciento (35 %) del Monto Total del Acuerdo (es decir \$787,500), y el reembolso de costos de litigación, en el monto que no excede los veinticinco mil dólares (\$25,000.00) a los Abogados de Clase; (2) Prima de Incentivo en un monto que no excede de diez mil dólares (\$10,000) a la Demandante, por sus servicios en la Demanda; (3) un monto de doscientos mil dólares (\$200,000) asignados a sanciones civiles bajo Ley de Procuradores Generales Privados (“Monto de PAGA”), del cual la LWDA tendrá un pago del 75% (\$150,000) (“Pago de LWDA”) y el 25% restante (\$50,000) será distribuidos a los Empleados de PAGA (“Monto de Empleado de PAGA”); y (4) Costos de Administración del Acuerdo en un monto que no excede los veinticinco mil dólares.

Los Miembros de Clase aplican para recibir un pago, bajo el Acuerdo de Clase, de su parte prorrateada del Monto Neto del Acuerdo (“Parte Individual del Acuerdo”), con base en el número de semanas laborales (“Semanas laborales”). El Administrador del Acuerdo ha dividido el Monto Neto del Acuerdo por las Semanas Laborales de todos los Miembros de Clase para obtener el “Valor Estimado de Semana Laboral”, y multiplicar las Semanas Laborales de cada Miembro de Clase por el Valor Estimado de Semana Laboral para obtener el estimado de la Parte Individual del Acuerdo que cada Miembro de Clase debe obtener para recibir bajo el Acuerdo de Clase (que está enlistado en la Sección III.C a continuación). A los Miembros de Clase que no soliciten a tiempo y con validez su Exclusión (“Miembros de Clase del Acuerdo”), se les enviarán sus Pagos Individuales del Acuerdo.

Cada Parte Individual del Acuerdo será asignada como el quince por ciento (15%) de salarios, el cual será reportado en el Formulario W-2 de IRS, y el ochenta y cinco por ciento (85%) como sanciones, intereses y daños no salariales, que serán reportados en el Formulario 1099 de IRS (si aplica). Cada Parte Individual del Acuerdo estará sujeta a la reducción de la parte del empleador respecto de impuestos de nómina y de la parte salarial de la Parte Individual del Acuerdo, con lo cual se obtendrá el pago neto al Miembro de Clase del Acuerdo (“Pago Individual del Acuerdo”). La parte del empleador de impuestos y contribuciones en conexión con la porción salarial de las Partes Individuales del Acuerdo (“Impuestos del Empleador”) será pagada por separado por el Demandante, así como el Monto Total del Acuerdo.

Los Empleados de PAGA son elegibles para recibir pago bajo el Acuerdo de PAGA de su parte, *prorrateado* del Monto de Empleado de PAGA (“Pago Individual de PAGA”), con base en el número de periodos de paga en que cada Empleado de PAGA trabajó para el Demandado como empleado no exento en California durante el Periodo de PAGA (“Periodos de Pago”). El Administrador del Acuerdo ha dividido el Monto de Empleado de PAGA, es decir, el 25% del Monto de PAGA, por los Periodos de Pago de todos los Empleados PAGA para obtener el “Valor de Periodo de Pago de PAGA”, y multiplicarlo por cada Periodo de Pago de Empleado de PAGA individual, por el Valor de Periodo de Pago de PAGA para obtener cada Pago Individual de Empleado de PAGA.

Cada Pago Individual de PAGA será asignado al cien por ciento (100%) a sanciones, no estará sujeto a impuestos ni a deducciones, y será reportado en el Formulario 1099 del IRS (si aplica).

Si el Tribunal otorga aprobación final del Acuerdo, los Pagos Individuales del Acuerdo serán enviados a los Miembros de Clase del Acuerdo y los Pagos Individuales de PAGA, serán enviados por correo postal a todas las direcciones de Empleados de PAGA que están registradas con el

Administrador del Acuerdo. Si la dirección a la cual este Aviso de Clase ha sido enviado no es correcta, o si usted se ha mudado después de recibir este Aviso de Clase, debe proporcionar su dirección correcta al Administrador del Acuerdo cuanto antes posible, para asegurarse de que recibirá cualquier pago al que usted sea elegible bajo el Acuerdo.

B. Sus Semanas Laborales y Periodos de Pago (si aplica). Con base en los registros del Demandado

De acuerdo con los registros del Demandado:

- **Del 16 de febrero de 2020 al 31 de octubre de 2024 (es decir, el Período de Clase), usted ha sido acreditado que tiene «Class_Workweeks» Semanas Laborales.**
- **Del 18 de agosto de 2022 al 31 de octubre de 2024 (es decir, el Período de PAGA), usted ha sido acreditado que tiene «PAGA_Pay_Periods» Periodos de Pago.**

Si desea impugnar las Semanas Laborales y/o los Periodos de Pago que se le han acreditado, debe enviar una impugnación por escrito al Administrador del Acuerdo (“Impugnación de Semanas laborales”). La impugnación debe: (a) contener el nombre y número de caso de la Demanda (*Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Casos No. C23-02732 y C2400427); (b) su nombre completo, firma, dirección, número telefónico, y los últimos cuatro dígitos (4) de su número de Seguro Social; (c) mencionar claramente que desea impugnar el número de Semanas Laborales y/o Periodos de Pago que se le han acreditado y lo que usted afirma es el número correcto; y (d) enviarlo por correo postal al Administrador del Acuerdo a la dirección específica en la Sección IV.B, con sello postal antes del **26 de enero de 2026**.

C. Estimado de su Parte Individual del Acuerdo y Pago Individual de PAGA (si aplica)

Como se explicó anteriormente, su estimado de la Parte Individual del Acuerdo y del Pago Individual de PAGA (si aplica) se basa en el número de Semanas Laborales y Periodos de Pago (si aplica) que se le han acreditado.

Según los términos del Acuerdo, su Parte Individual del Acuerdo se estima en \$«Est_Class_PMT». La Parte Individual del Acuerdo está sujeta a la reducción de la parte de impuestos de los empleados y de las deducciones respecto de la parte salarial de la Parte Individual del Acuerdo, y será distribuida únicamente si el Tribunal aprueba el Acuerdo y luego de que el Acuerdo entre en vigencia.

Según los términos del Acuerdo, su Pago Individual de PAGA se estima en \$«Est_PAGA_PMT» y se distribuirá únicamente si el Tribunal aprueba el Acuerdo y este entra en vigencia.

El proceso de aprobación del acuerdo puede tomar un par de meses. Su Parte Individual del Acuerdo y el de PAGA (si aplica), reflejados en este Aviso de Clase son solamente un estimado. El monto real de la Parte Individual del Acuerdo y el de PAGA (si aplica) pueden variar.

D. Exoneración de Reclamaciones

Luego de haber financiado el Monto Total del Acuerdo, la Demandante y todos los Miembros de Clase del Acuerdo considerarán, finalmente y para siempre, exonerar, concluir, comprometer, renunciar y cancelar a las Partes Exoneradas de todas las Reclamaciones Liberadas de Clase.

Luego de haber financiado el Monto Total del Acuerdo, la Demandante y el Estado de California, con respecto a todos los Empleados de PAGA, y todos los Empleados de PAGA considerarán, finalmente y para siempre, exonerar, concluir, comprometer, renunciar y cancelar las Partes Exoneradas de todas las Reclamaciones Liberadas de PAGA.

Las “Reclamaciones Liberadas de Clase” se refieren a cualquiera y todas las reclamaciones, deudas, responsabilidades, demandas, garantías, costos, gastos, precios de abogados, daños o causas de acción que fueron alegadas o que pudieron ser con base a las alegaciones de hecho en la Denuncia de Demanda Colectiva, surgiendo durante el Periodo de Clase, bajo ley federal, estatal o local, y que incluyan específicamente reclamaciones por el supuesto incumplimiento del Demandado de impago de horas extra y salarios mínimos, proporcionar periodos de comida y descanso y primas pagadas asociadas, pago a tiempo de salarios durante el periodo de empleo y por terminación laboral, proporcionar recibos de salarios, conversión y reembolso de los gastos comerciales necesarios en violación del Código Laboral de California Secciones 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, y 2802, y las ordenes de salario de la Comisión de Bienestar Industrial aplicable, y el Código de Profesiones y Negocios secciones 17200, y *sig.*, y cualquier otra reclamación, incluyendo aquellas por sanciones estatutarias, pertenecientes a los Miembros de Clase.

Las “Reclamaciones Liberadas de PAGA” se refieren a cualquiera y todas las reclamaciones de alegaciones de hecho en el Aviso de PAGA y la Denuncia Operativa, surgiendo durante el Período de PAGA, por sanciones civiles bajo la Ley de Procuradores Generales Privados de 2004, Código Laboral de California Secciones 2698 y *sig.*, incluyendo todas las reclamaciones por costos y precios de abogados relacionados con ello, por supuesto incumplimiento del Demandado de impago de horas extra y salarios mínimos, proporcionar periodos de comida y descanso y primas pagadas asociadas, pago a tiempo de salarios durante el periodo de empleo y por terminación laboral, proporcionar recibos de salarios, conversión y reembolso de los gastos comerciales necesarios en violación del Código Laboral de California Secciones 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, y 2802 y la orden salarial de la Comisión de Bienestar Industrial.

Las “Partes Exoneradas” se refieren al Demandado y todos sus pasados y actuales oficiales, directores, miembros, aseguradoras, accionistas, subsidiarias, afiliados, corporaciones matrices, socios, empleados, agentes, abogados, titulares de licencias, arrendadores, reaseguradoras, planes de beneficios para empleados y planes fiduciarios, representantes, cesionarios, herederos, predecesores, sucesores y asignados.

E. Costos de Abogados de Clase

Los Abogados de Clase buscarán los costos de abogados en el monto que no excede el treinta y cinco por ciento (35 %) del Monto Total del Acuerdo (es decir, \$787,500) y el reembolso de los costos de litigación en el monto que no excede los veinticinco mil dólares (\$25,000)

(colectivamente, “Costos y Gastos de abogados”), sujeto a la aprobación del Tribunal. Los Costos y Gastos serán otorgados por el Tribunal y pagados del Monto Total del Acuerdo. Los Abogados de Clase han continuado con la Acción en nombre de los Demandantes, Miembros de Clase y Empleados de PAGA con base en honorarios condicionales (no han recibido ningún pago hasta el momento) y han pagado todos los costos de litigación.

F. Prima de Incentivo a Demandante

La Demandante solicita la cantidad de diez mil dólares (\$10,000) (“Prima de Incentivo”), en reconocimiento de sus servicios en conexión con la Demanda. La Prima de Incentivo será pagada del Monto Total del Acuerdo, sujeto a la aprobación del Tribunal, y si es otorgado, será pagada a la Demandante; además de, su Pago Individual del Acuerdo y del de PAGA que aplica bajo el Acuerdo.

G. Costos de Administración del Acuerdo

El Pago al Administrador del Acuerdo se estima que no excede de veinticinco mil dólares (\$25,000) (“Costos de Administración del Acuerdo”) por los costos del aviso y proceso de administración del acuerdo, incluyendo pero no limitado a, el costo de notificación a los Miembros de Clase del Acuerdo, procesamiento de Solicitudes de Exclusión, Avisos de Objeción, e Impugnaciones de Semanas laborales, cálculo de las Partes Individuales del Acuerdo, Pagos Individuales del Acuerdo, y Pagos Individuales de PAGA, y distribuir los pagos y formularios de impuestos bajo el Acuerdo, y que deben pagarse del Monto Total del Acuerdo, sujeto a aprobación del Tribunal

IV. SUS DERECHOS Y OPCIONES COMO MIEMBRO DE CLASE

A. Participar del Acuerdo

Si desea participar del Acuerdo de Clase y recibir un pago por este, no debe hacer nada. Usted automáticamente será incluido en el Acuerdo de Clase y se le entregará su Pago Individual del Acuerdo, a menos, que decida excluirse del Acuerdo de Clase

A menos que elija excluirse del Acuerdo de Clase y el Tribunal haya otorgado la aprobación final del Acuerdo, usted estará vinculado por los términos del Acuerdo de Clase y por cualquier sentencia que sea dictada por el Tribunal basada en ello, y usted exonerará las Reclamaciones Liberadas de Clase contra las Partes Exoneradas, como se describen en la Sección III.D.

Si usted es un Empleado de PAGA y el Tribunal otorga la aprobación final del Acuerdo, usted estará automáticamente incluido en el Acuerdo de PAGA y se le entregará su Pago Individual de PAGA. Esto significa que usted estará vinculado por los términos del Acuerdo de PAGA cualquier sentencia dictada por el Tribunal con base en ello, y usted exonerará las Reclamaciones Liberadas de PAGA contra las Partes Exoneradas, como se describen en la Sección III.D.

Como Miembro de Clase y Empleado de PAGA (si aplica), no será responsablemente de manera personal por los costos de abogados y litigación, a menos que retenga su propio abogado, el cual usted será responsable por sus propios gastos

B. Solicitud de Exclusión del Acuerdo de Clase

Los Miembros de Clase que deseen excluirse del Acuerdo de Clase deben enviar una carta (“Solicitud de Exclusión”) al Administrador del Acuerdo, a la siguiente dirección:

Apex Class Action Administrators, LLC
PO Box 54668.
Irvine, CA 92619

Una Solicitud de Exclusión debe: (a) contener el nombre y número de caso de la Demanda (*Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Casos No. C23-02732 y C24-004278); (b) su nombre completo, firma, dirección, número de teléfono, y los últimos cuatro dígitos (4) de su Seguro Social; (c) mencionar claramente que no desea ser incluido en el Acuerdo de Clase; y (d) ser enviada por dirección al Administrador del Acuerdo en la dirección específica, con sello postal antes del **26 de enero de 2026**.

Si el Tribunal otorga aprobación final del Acuerdo, cualquier Miembro de Clase que envíe su Solicitud de Exclusión no se le enviará su Pago Individual del Acuerdo, no será vinculado por el Acuerdo de Clase (y la exoneración de las Reclamaciones Liberadas de Clase descritas en la Sección III.D), y no tendrán derecho a objetar, apelar, o comentar en el Acuerdo de Clase. Los Miembros de Clase que no envíen una Solicitud de Exclusión serán considerados Miembros de Clase del Acuerdo y vinculados a todos los términos del Acuerdo de Clase, incluidos aquellos relativos a la liberación de reclamaciones descritas en la Sección III.D, así como cualquier sentencia que pudiera haber sido dictada por el Tribunal con base en ello. Los Empleados de PAGA serán vinculados al Acuerdo de PAGA (y la exoneración de las Reclamaciones Liberadas de PAGA descritas en la Sección III.D) y siempre se les enviará un Pago Individual de PAGA, independientemente de si envían una Solicitud de Exclusión.

C. Objetar al Acuerdo de Clase

Puede objetar al Acuerdo de Clase mientras no haya enviado una Solicitud de Exclusión, mediante una objeción escrita (“Aviso de Objeción”) al Administrador del Acuerdo.

El Aviso de Objeción debe: (a) contener el nombre y número de caso de la Demanda (*Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Casos No. C23-02732 and C24-004278); (b) su nombre completo, firma, dirección, número de teléfono, y los últimos cuatro dígitos (4) de su Seguro Social; (c) contener una declaración escrita de todos los motivos por la objeción, acompañada de cualquier apoyo legal; (d) copias de cualquier documento, escrito, u otra documentación sobre el cual la objeción se basa; y (e) ser enviada por dirección al Administrador del Acuerdo en la dirección específica de la Sección IV.B, con sello postal antes del **26 de enero de 2026**.

También puede comparecer en la Audiencia de Aprobación Final y presentar su objeción verbal, sin importar si ya presentó un Aviso de Objeción.

V. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal tendrá una Audiencia de Aprobación Final en el Departamento 39 del Tribunal Superior del Condado de Contra Costa, ubicado en 725 Court Street, Martinez, California 94553, el 9 de abril de 2026 a las 9:00 a.m., para determinar si el Acuerdo debe ser aprobado como justo, razonable, y adecuado. Al Tribunal también se le solicitará que apruebe y otorgue los Costos y Gastos de Abogados de Clase, Prima de Incentivo a la Demandante y Costos de Administración del Acuerdo.

La Audiencia de Aprobación Final puede continuar sin previo aviso a los Miembros de Clase y a los Empleados de PAGA. No es necesario que usted comparezca, sin embargo, puede hacerlo si lo desea.

Por favor, visite <https://www.cc-courts.org/> y haga clic en el enlace: “Instrucciones para Audiencias Remotas/Acceso de Zoom” para obtener más información sobre cómo comparecer de manera remota.

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo de Convenio, puede consultar el Acuerdo de Convenio detallado y otros escritos registrados ante el Tribunal.

Puede ver el Acuerdo de Conciliación y otros escritos registrados en la Demanda visitando el sitio web del Tribunal Superior del Condado de Contra Costa <https://www.cc-courts.org/>, haga clic en el menú desplegado de Servicios En Línea, seleccione Portal Público del Tribunal, clic en Búsqueda Smart, e ingrese el número de caso: C23-02732 o C24-004278, luego haga clic en “seleccionar”.

Los escritos de cada documento presentado en el caso pueden consultarse gratuitamente. También puede consultar las imágenes de cada escrito presentado en el caso de manera gratuita, usando una de las computadoras de los quioscos disponibles en cada localidad del tribunal que posea una unidad de demandas civiles.

Puede visitar el sitio web del Administrador en www.apexclassaction.com/mikuni para obtener información importante sobre la Demanda.



POR FAVOR, NO LLAME AL TRIBUNAL NI AL SECRETARIO JUDICIAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

SI TIENE PREGUNTAS, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO A LA SIGUIENTE LÍNEA GRATUITA: 1-800-355-0700, O TAMBIÉN PUEDE CONTACTAR A LOS ABOGADOS DE CLASE