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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

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

Plaintiffs,

vs.

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

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

Honorable Edward G. Weil
Department 39

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: November 13, 2025
Time: 9:00 a.m.
Dept.: 39

Complaint Filed: October 26, 2023
Trial Date: Not Set

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[PROPOSED] ORDER

Plaintiff Ivorya Geneve’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and
PAGA Settlement, came on for hearing before the Honorable Edward G. Weil in Department 39 of
the above-captioned Court located at the Wakefield Taylor Courthouse, 725 Court Street, Martinez,
California 94553. Blackstone Law, APC appeared on behalf of Plaintiff and O’Hagan Meyer LLP.
appeared on behalf of Defendant Mikuni Restaurant Group, Inc. (“Defendant”).

The Court, having carefully considered the papers, argument of counsel, and all matters
presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff’s Motion for Preliminary
Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit 3 to the Declaration of
Annael Blanchard in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and
PAGA Settlement. This is based on the Court’s determination that the Settlement falls within the
range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and
all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
Settlement Agreement.

3. This Order incorporates by reference the Court’s Tentative Ruling issued on November
12, 2025, attached as **Exhibit 2** to this Order.

4. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and
reasonable. It appears to the Court that extensive investigation and research have been conducted such
that counsel for the parties at this time are able to reasonably evaluate their respective positions. It
further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by
all parties, as well as avoid the delay and risks that would be presented by the further prosecution of
the case. It further appears that the Settlement has been reached as the result of intensive, serious, and
non-collusive, arms-length negotiations, and was entered into in good faith.

5. The Court preliminarily finds that the Settlement, including the allocations for the
Attorneys’ Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration

Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the Settlement Agreement, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues and are consistent with the requirements of California Labor Code § 2699(1).

6. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiff in her individual capacity and as the representative of the Class.

7. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

All individuals who are current or former non-exempt employees of Defendant, in the State of California during the Class Period.

(The Class Period is defined as the period from February 16, 2020 through October 31, 2024.)

8. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as counsel for the Class ("Class Counsel").

9. The Court provisionally appoints Plaintiff Ivorya Geneve as the representative of the Class ("Class Representative").

10. The Court provisionally appoints Apex Class Action Administrators, LLC to handle the administration of the Settlement ("Settlement Administrator").

1 11. Within twenty-one (21) calendar days after entry of this Order, Defendant will provide
2 the Settlement Administrator with the following information about each Class Member: full name, last
3 known mailing address, Social Security number, dates worked for Defendant during the Class Period,
4 Workweeks worked for Defendant during the Class Period, Pay Periods worked for Defendant during
5 the PAGA Period, and such other information as is necessary for the Settlement Administrator to
6 calculate Workweeks and Pay Periods(collectively referred to as the “Class List”) in conformity with
7 the Settlement Agreement.

8 12. The Court approves, both as to form and content, the Notice of Class Action Settlement
9 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
10 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
11 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
12 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
13 Class Members’ right to dispute the Workweeks and/or Pay Periods credited to each of them by
14 submitting a Workweeks Dispute, and of each Settlement Class Member’s right and opportunity to
15 object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator.
16 The Court further finds that distribution of the Class Notice substantially in the manner and form set
17 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
18 Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient
19 notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the
20 Class Notice in English and Spanish by First-Class U.S. Mail to all Class Members within seven (7)
21 calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

22 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
24 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
25 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or
26 before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the
27 Settlement Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed
28 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original

1 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded
2 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not
3 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
4 Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual
5 PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who
6 do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be
7 bound by the Settlement Agreement and any final judgment based thereon.

8 14. A Final Approval Hearing shall be held before this Court on April 9, 2026 at 9:00 a.m.
9 in Department 39 of the Contra Costa County Superior Court, located at 725 Court Street, Martinez,
10 California 94553, to determine all necessary matters concerning the Settlement, including: whether
11 the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair,
12 adequate, and reasonable and should be finally approved by the Court; whether a judgment, as
13 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the
14 Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA
15 Employees; and determine whether to approve the requests for the Attorneys' Fees and Costs,
16 Enhancement Payment, Settlement Administration Costs, and allocation for the PAGA Amount.

17 15. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
18 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the
19 appropriate declarations and supporting evidence, including the Settlement Administrator's
20 declaration, by March 17, 2026, to be heard at the Final Approval Hearing.

21 16. To object to the Class Settlement, a Settlement Class Member must submit their Notice
22 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
23 Objection must be signed and must contain the information that is required, as set forth in the Class
24 Notice, including and not limited to the grounds for the objection. Settlement Class Members,
25 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
26 regardless of whether they have submitted a Notice of Objection.

27 17. In the event the Settlement does not become effective in accordance with the terms of
28 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails

1 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
2 the parties shall revert back to their respective positions as of before entering into the Settlement
3 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
4 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

5 18. The Court reserves the right to adjourn or continue the date of the Final Approval
6 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
7 Members and retains jurisdiction to consider all further applications arising out of or connected with
8 the Settlement.

9 **IT IS SO ORDERED.**

10 Dated: _____

Honorable Edward G. Weil
Judge of the Superior Court

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EXHIBIT 1

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 13, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("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 13, 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

1 Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the
2 “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated
3 Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to
4 receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit
5 a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual
6 Settlement Payment.

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

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

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

24 If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement
25 Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on
26 file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct,
27 or if you move after you receive this Class Notice, you must provide your correct mailing address to the
28 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 [REDACTED] Workweeks.**
- **From August 18, 2022, through October 31, 2024 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

23 If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in
24 writing to the Settlement Administrator (“Workweeks Dispute”). The Dispute must: (a) contain the case name
25 and number of the Action (*Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Case Nos. C23-02732 and
26 C2400427); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your
27 Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited
28 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 [Response Deadline]**.

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

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

5 **Under the terms of the Settlement, your Individual Settlement Share is estimated to be**
6 **\$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's**
7 **share of taxes and withholdings with respect to the wages portion of the Individual**
8 **Settlement Share and will only be distributed if the Court approves the Settlement and**
9 **after the Settlement goes into effect.**

10 **Under the terms of the Settlement, your Individual PAGA Payment is estimated to be**
11 **\$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the**
12 **Settlement goes into effect.**

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

16 **D. Release of Claims**

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

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

23 “Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs,
24 expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged
25 based on the factual allegations in the Class Action Complaint, arising during the Class Period, under any
26 federal, state, or local law, and shall specifically include claims for Defendant’s alleged failure to pay overtime
27 and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay
28 wages during employment and upon termination, provide compliant wage statements, conversion, and
29 reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203,
30 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare
31 Commission Wage Orders, and all claims for attorneys’ fees and costs and statutory interest in connection
32 therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including
33 claims for statutory penalties, pertaining to the Class Members.

34 “Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA
35 Letter and the PAGA Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys
36 General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and
37 costs related thereto, for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant
38 meal and rest periods and associated premium payments, timely pay wages during employment and upon
39 termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse
40 necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a),
41 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission
42 Wage Orders.

43 “Released Parties” means Defendant and its current and former officers, directors, members, insurers,
44 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
18 Technology Drive, Suite 154 Irvine, CA 92618

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** [Response Deadline].

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** [Response Deadline].

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 [date], at [time], 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 [redacted] for key documents in the Action.

1 PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR
2 INFORMATION REGARDING THIS SETTLEMENT.
3 IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT
4 THE FOLLOWING TOLL-FREE NUMBER: 1-800-355-0700, OR YOU MAY ALSO CONTACT
5 CLASS COUNSEL.
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EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 39
JUDICIAL OFFICER: EDWARD G WEIL
HEARING DATE: 11/13/2025

The tentative ruling will become the Court's ruling unless by 4:00 p.m. of the court day preceding the hearing, counsel or self-represented parties email or call the department rendering the decision to request argument and to specify the issues to be argued. Calling counsel or self-represented parties requesting argument must advise all other affected counsel and self-represented parties by no later than 4:00 p.m. of their decision to appear and of the issues to be argued. Failure to timely advise the Court and counsel or self-represented parties will preclude any party from arguing the matter. (*Local Rule 3.43(2).*)

Note: In order to minimize the risk of miscommunication, parties are to provide an **EMAIL NOTIFICATION TO THE DEPARTMENT OF THE REQUEST TO ARGUE AND SPECIFICATION OF ISSUES TO BE ARGUED**. Dept. 39's email address is: dept39@contracosta.courts.ca.gov. Warning: this email address is not to be used for any communication with the department except as expressly and specifically authorized by the court. Any emails received in contravention of this order will be disregarded by the court and may subject the offending party to sanctions.

Submission of Orders After Hearing in Department 39 Cases

The prevailing party must prepare an order after hearing in accordance with CRC 3.1312. If the tentative ruling becomes the Court's ruling, a copy of the Court's tentative ruling **must be attached to the proposed order** when submitted to the Court for issuance of the order.

9:00 AM CASE NUMBER: C23-02732

CASE NAME: IVORYA GENEVE VS. MIKUNI RESTAURANT GROUP, INC

*HEARING ON MOTION IN RE: PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

FILED BY: GENEVE, IVORYA

TENTATIVE RULING:

Plaintiff Ivorya Geneve moves for preliminary approval of her class action and PAGA settlement with defendant Mikuni Restaurant Group, Inc.

A. Background and Settlement Terms

The original complaint was filed by Plaintiff on October 26, 2023, raising PAGA claims on behalf of non-exempt employees, alleging that defendant violated the Labor Code in various ways, including failure to pay minimum and overtime wages, failure to provide meal breaks, failure to provide proper wage statements, failure to reimburse necessary business expenses, and failure to pay all wages due on separation. Plaintiff filed a separate complaint alleging class action claims based on similar allegations, on February 16, 2024. Each complaint remains operative, and the settlement would settle each of them.

1 The settlement would create a gross settlement fund of \$2,250,000. The class representative payment
2 to plaintiff would be \$10,000. Attorney's fees would be \$787,500 (35% of the settlement). Litigation
3 costs would not exceed \$25,000. The settlement administrator's costs will not exceed
4 \$25,000. PAGA penalties would be \$200,000, resulting in a payment of \$150,000 to the LWDA and
5 \$50,000 to the aggrieved employees. The net amount paid directly to the class members would be
6 about \$1,202,500. The fund is non-reversionary. Based on the estimated class size of 2,914, the
7 average net payment for each class member is approximately \$412.

8 The proposed settlement would certify a class of all current and former non-exempt employees
9 employed by Defendant during the class period.

10 The class members will not be required to file a claim. Class members may object or opt out of the
11 settlement. (Aggrieved employees cannot opt out of the PAGA portion of the settlement.) Funds
12 would be apportioned to class members based on the number of workweeks worked during the class
13 period.

14 Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable.
15 The proposed settlement provides that checks undelivered or uncashed 180 days after mailing will be
16 voided, and the funds will be provided to the State Controller's Unclaimed Property Fund.

17 The settlement contains release language covering all "all claims...or causes of action which were
18 alleged or which could have been alleged based on the factual allegations in the Class Action
19 complaint arising during the class period" (Settlement, Par. 9ee.) Under recent appellate authority, the
20 limitation to those claims with the "same factual predicate" as those alleged in the complaint is critical.
21 (Amaro v. Anaheim Arena Mgmt., LLC (2021) 69 Cal.App.5th 521, 537 ["A court cannot release
22 claims that are outside the scope of the allegations of the complaint." "Put another way, a release of
23 claims that goes beyond the scope of the allegations in the operative complaint" is impermissible."
24 (Id., quoting Marshall v. Northrop Grumman Corp. (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

25 Informal written discovery was undertaken. The matter settled after arms-length negotiations, which
26 included a session with an experienced mediator.

27 Counsel attest that they have analyzed the value of the case, and that the result achieved in this
28 litigation is fair, adequate, and reasonable. The moving papers include an estimate of the potential
29 value of the case, broken down by each type of claim.

30 The potential liability needs to be adjusted for various evidence and risk-based contingencies,
31 including problems of proof. PAGA penalties are difficult to evaluate for a number of reasons: they
32 derive from other violations, they include "stacking" of violations, the law may only allow application
33 of the "initial violation" penalty amount, and the total amount may be reduced in the discretion of the
34 court. (See Labor Code, § 2699(e)(2) [PAGA penalties may be reduced where "based on the facts and
35 circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary
36 and oppressive, or confiscatory."])

37 Counsel attest that notice of the proposed settlement was transmitted to the LWDA concurrently with
38 the filing of the motion.

39 **B. Legal Standards**

40 The primary determination to be made is whether the proposed settlement is "fair, reasonable, and
41 adequate," under Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801, including "the strength
42 of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of
43 maintaining class action status through trial, the amount offered in settlement, the extent of discovery
44 completed and the state of the proceedings, the experience and views of counsel, the presence of a
45 governmental participant, and the reaction ... to the proposed settlement." (See also Amaro v.
46 Anaheim Arena Mgmt., LLC, supra, 69 Cal.App.5th 521.)

1 Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that
2 apply under that statute. Recently, the Court of Appeal's decision in *Moniz v. Adecco USA, Inc.*
3 (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the "fair,
4 reasonable, and adequate" standard applicable to class actions applies to PAGA settlements. (Id., at
5 64.) The Court also held that the trial court must assess "the fairness of the settlement's allocation of
6 civil penalties between the affected aggrieved employees[.]" (Id., at 64-65.)

7 California law provides some general guidance concerning judicial approval of any settlement. First,
8 public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3
9 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy.
10 (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106
11 Cal.App.4th 1121, 1127.) Moreover, "[t]he court cannot surrender its duty to see that the judgment to
12 be entered is a just one, nor is the court to act as a mere puppet in the matter." (*California State Auto.*
13 *Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have
14 specifically noted that *Neary* does not always apply, because "[w]here the rights of the public are
15 implicated, the additional safeguard of judicial review, though more cumbersome to the settlement
16 process, serves a salutatory purpose." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of*
17 *America* (2006) 141 Cal.App.4th 48, 63.)

11 **C. Attorney fees**

12 Plaintiff seeks 35% of the total settlement amount as fees, relying on the "common fund" theory. Even
13 a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check.
14 In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use
15 of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It
16 stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low,
17 the trial court should consider whether the percentage used should be adjusted so as to bring the
18 imputed multiplier within a justifiable range, but the court is not necessarily required to make such an
19 adjustment." (Id., at 505.) Following typical practice, however, the fee award will not be considered
20 at this time, but only as part of final approval. Counsel are directed to prepare a lodestar fee estimate
21 for the motion for final approval.

22 The reasonableness of litigation costs and the settlement administrator's fees will be considered at
23 final approval.

24 Similarly, the requested representative payment of \$10,000 for each plaintiff will be reviewed at time
25 of final approval. Criteria for evaluation of representative payment requests are discussed in *Clark v.*
26 *American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

22 **D. Conclusion**

23 The Court finds that the agreement is sufficiently fair, reasonable, and adequate, to justify preliminary
24 approval. The motion is granted.

25 Counsel are directed to prepare an order reflecting this tentative ruling, the other findings in the
26 previously submitted proposed order, and to obtain a hearing date for the motion for final approval
27 from the Department clerk. Other dates in the scheduled notice process should track as appropriate to
28 the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement
has been completely implemented. Plaintiffs' counsel are to submit a compliance statement one week
before the compliance hearing date. 5% of the attorney's fees are to be withheld by the claims
administrator pending satisfactory compliance as found by the Court.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On November 13, 2025, I served a copy of the following document(s):

- **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

on the interested parties as follows:

Sumy Kim

Trenten Bilodeaux

O'HAGAN MEYER LLP

1 Embarcadero Center, Suite 2100

San Francisco, CA 94111-3669

Phone: (415) 604-0124

Emails: skim@ohaganmeyer.com

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Attorneys for Defendants MIKUNI
RESTAURANT GROUP, INC.

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address lbautista@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 13, 2025 at Beverly Hills, California.

/s/ Lorena Bautista
Lorena Bautista