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and the Class

**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,

Plaintiff,

vs.

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

Defendant.

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

Honorable Julia Campins
Department 10

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

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

PAGA Complaint Filed: October 26, 2023
Class Complaint Filed: February 16, 2024
Trial Date: Not Set

1 Plaintiff Ivorya Geneve’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
3 came before this Court on April 9, 2026 at 9:00 a.m. before the Honorable Julia Campins in
4 Department 10 of the above-captioned Court located at Wakefield Taylor Courthouse, 725 Court
5 Street, Martinez, California 94553.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration
9 Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (Annabel
10 Blanchard), the Class Representative (Ivorya Geneve), and the Settlement Administrator (Apex Class
11 Action Administrators, LLC), and the evidence and argument received by the Court in conjunction
12 with the Motion for Preliminary Approval of Class Action and PAGA Settlement and documents
13 thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
14 FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendant Mikuni Restaurant Group, Inc. (“Defendant”) (together, with Plaintiff,
17 the “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All individuals who are current or former non-exempt employees of Defendant, in the
20 State of California during the Class Period.” The “Class Period” is defined as the period from February
21 16, 2020 through October 31, 2024.

22 3. The Court appoints Plaintiff Ivorya Geneve as the Class Representative for settlement
23 purposes only.

24 4. The Court appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle
25 GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as Class Counsel for
26 settlement purposes only.

27 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
28 with the requirements of California Code of Civil Procedure section 382, California Civil Code section

1 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
2 any other applicable law, and constitutes the best notice practicable under the circumstances, by
3 providing individual notice to all Class Members who could be identified through reasonable effort,
4 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
5 other Class Members. The Class Notice fully satisfied the requirements of due process.

6 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
7 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
8 requirements for final approval of this class action settlement under California law, including the
9 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
10 3.769.

11 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
12 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
13 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
14 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
15 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
16 by or against Defendant or any of the other Released Parties.

17 8. The Court finds that no Class Members have validly and timely opted out of the Class
18 Settlement and no Settlement Class Members have objected to the Class Settlement.

19 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
20 recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from
21 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$10,000.00.

22 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
23 to Class Counsel in the sum of \$787,500.00 and reimbursement of actual litigation costs and expenses
24 to Class Counsel in the sum of \$21,040.88. The attorneys' fees and reimbursement of litigation costs
25 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
26 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
27 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
28 obtained for the Class.

1 11. The Court approves and orders payment from the Gross Settlement Amount in the
2 amount of \$24,490.00 to Apex Class Action Administrators, LLC for performance of settlement
3 administration services.

4 12. The Court approves and orders payment in the amount of \$ 150,000.00 to the California
5 Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward
6 PAGA penalties.

7 13. It is hereby ordered that within five (5) business days after the Effective Date,
8 Defendant will deposit the Gross Settlement Amount into an account established by the Settlement
9 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

10 14. It is hereby ordered that within five (5) business days after Defendant funds the Gross
11 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
12 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and
13 Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and
14 Settlement Administration Costs to itself.

15 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
16 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
17 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
18 distributed by the Settlement Administrator to the California Controller’s Unclaimed Property
19 Division in the name of the Settlement Class Member and/or PAGA Employee.

20 16. Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement
21 Class Members will be deemed to have fully, finally, and forever released, settled, compromised,
22 relinquished, and discharged the Released Parties of any and all claims, debts, liabilities, demands,
23 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were
24 alleged or which could have been alleged based on the factual allegations in the Class Action
25 Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically
26 include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant
27 meal and rest periods and associated premium payments, timely pay wages during employment and
28 upon termination, provide compliant wage statements, conversion, and reimburse necessary business-

1 related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510,
2 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders,
3 and all claims for attorneys' fees and costs and statutory interest in connection therewith, California
4 Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for
5 statutory penalties, pertaining to the Class Members (collectively, "Released Class Claims").

6 17. Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California
7 with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally,
8 and forever released, settled, compromised, relinquished, and discharged the Released Parties of any
9 and all claims arising from any of the factual allegations in the PAGA Complaint and PAGA Letter,
10 arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004,
11 California Labor Code sections 2698 *et seq.*, including all claims for attorneys' fees and costs related
12 thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal
13 and rest periods and associated premium payments, timely pay wages during employment and upon
14 termination, provide complaint wage statements, maintain complete and accurate payroll records, and
15 reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203,
16 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial
17 Welfare Commission Wage Orders(collectively, "Released PAGA Claims").

18 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
19 individually and on her own behalf, will be deemed to have fully, finally, and forever released, settled,
20 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,
21 liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of
22 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
23 unasserted, which Plaintiff, at any time of execution of the Settlement Agreement, had or claimed to
24 have or may have, including but not limited to any and all claims arising out of, relating to, or resulting
25 from her employment and/or separation of employment with the Released Parties, including any
26 claims arising under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive
27 Order relating to employment, including, but in no way limited to, any claim under Title VII of the
28 Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities Act; the

1 Family and Medical Leave Act; the Employee Retirement Income Security Act; the California Family
2 Rights Act; the California Fair Employment and Housing Act; all claims for wages or penalties under
3 the Fair Labor Standards Act; all claims for wages or penalties under the California Labor Code;
4 Business and Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy,
5 retaliation, or interference with legal rights; any and all other employment or discrimination laws;
6 whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or
7 claims of promissory estoppel. It is agreed that this is a general release and is to be broadly construed
8 as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does
9 not include a release of any claims that cannot be released hereunder by law. Plaintiff understands and
10 expressly agrees that the Settlement Agreement extends to claims that she has against Defendant, of
11 whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past,
12 present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on
13 or before the execution of the Settlement Agreement. Any and all rights granted under any state or
14 federal law or regulation limiting the effect of the Settlement Agreement, including the provisions of
15 Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of
16 the California Civil Code reads as follows:

17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
18 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
19 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
20 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

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

25 20. This Court shall retain jurisdiction with respect to all matters related to the
26 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
27 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
28 Settlement and the determination of all controversies relating thereto.

1 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
2 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
3 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

4 22. Five percent (5%) of the award of Attorneys' Fees shall be kept in the Administrator's
5 trust fund until the completion of the distribution process and Court approval of a final accounting

6 23. A Non-Appeal Case Review re: Final Report is set for
7 _____ at _____ in Department 10 of this Court located at the
8 Wakefield Taylor Courthouse, 725 Court Street, Martinez, California 94553. The Settlement
9 Administrator shall file a Final Report by _____.

10 **IT IS SO ORDERED.**

11 Dated: _____

Honorable Julia Campins