

Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Dorota James (State Bar No. 309933)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 fax
nick@ferrarovega.com / lauren@ferrarovega.com /
dorota@ferrarovega.com

Attorneys for Plaintiff Jongbyuk Kim

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JONGBYUK KIM, on behalf of others similarly
situated and the State of California under the Private
Attorneys General Act,

Plaintiffs,

vs.

KRU PARTNERS, LLC DBA KRU
CONTEMPORARY JAPANESE CUISINE and
DOES 1 through 50, inclusive,

Defendants.

Case No. 24CV015292

Hon. Jill H. Talley
Dept. 8A

CLASS ACTION

**NOTICE OF ENTRY OF ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ATTORNEYS' FEES AND COSTS AND
ENTERING JUDGMENT**

Action Filed: July 31, 2024
FAC Filed: September 19, 2024

1 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE
2 TAKE NOTICE THAT:

- 3 1. On June 12, 2026, at 9:00 a.m. in this Department, the Court entered the Order Granting Final
4 Approval of Class Action Settlement and Attorneys' Fees and Costs and Entering Judgment
5 attached hereto as Exhibit 1.
- 6 2. The Judge confirmed the Court's Tentative Ruling attached hereto as Exhibit 2.
- 7 3. A conformed copy of this Notice will be submitted to the LWDA via its online electronic portal
8 in accordance with Labor Code § 2699(s)(3).
- 9 4. Notice of the Court's final ruling and entry of judgment is hereby provided.

10
11 Respectfully submitted,

12
13 Dated: July 29, 2026

Ferraro Vega Employment Lawyers, Inc.

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15 

Nicholas J. Ferraro

Lauren N. Vega

Dorota A. James

Attorneys for Plaintiff Jongbyuk Kim

EXHIBIT 1

FILED
 Superior Court of California
 County of Sacramento
 07/29/2026
 T. Shaddix, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SACRAMENTO**

JONGBYUK KIM, on behalf of others
 similarly situated and the State of California
 under the Private Attorneys General Act,

Plaintiffs,

vs.

KRU PARTNERS, LLC DBA KRU
 CONTEMPORARY JAPANESE CUISINE
 and DOES 1 through 50, inclusive,

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Case No. 24CV015292

Hon. Jill H. Talley
Dept. 8A

CLASS ACTION

**~~[PROPOSED]~~ ORDER GRANTING FINAL
 APPROVAL OF CLASS ACTION
 SETTLEMENT AND ATTORNEYS' FEES
 AND COSTS AND ENTERING JUDGMENT**

Motion for Final Approval Hearing:

Date: June 12, 2026

Time: 9:00 a.m.

[Filed concurrently with Plaintiff's Notice of
Unopposed Motion and Motion for Final
 Approval of Class Action Settlement, Plaintiff's
 Memorandum of Points and Authorities,
 Declaration of Nicholas J. Ferraro, Declaration
 of Veronica Olivares with Respect to
 Notification and Settlement Administration, and
 Declaration of Plaintiff Jongbyuk Kim]

Action Filed: July 31, 2024

FAC Filed: September 19, 2024

1 Plaintiff Jongbyuk Kim's ("Plaintiff") unopposed Motion for Final Approval of Class and
2 PAGA Action Settlement ("Motion") in the above-captioned matter came on for hearing on June 12,
3 2026, at 9:00 a.m. before the Honorable Jill H. Talley in Department 8A of the above-captioned Court
4 located at 500 G Street, Sacramento, California 95814.

5 Having received and considered the motions and supporting papers, including the Class Action
6 and PAGA Settlement Agreement ("Settlement"), the evidence and documents received by the Court
7 in connection with the Motions for Final Approval and Attorneys' Fees and Costs, and the previously
8 decided Motion for Preliminary Approval, the Court GRANTS FINAL APPROVAL of the Settlement
9 and ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

10 1. Pursuant to the terms of the Settlement and the Order Granting Preliminary Approval,
11 and the Settlement, a notice was sent to each class member by first-class U.S. mail. The notice
12 informed the class of the terms of the Settlement, their right to receive a settlement payment without
13 any required action, their right to comment upon or object to the Settlement, and their right to appear
14 in person or by counsel at the Final Approval Hearing and to be heard regarding approval of the
15 Settlement. Adequate periods of time were provided for each of these procedures.

16 2. Zero class members returned a written objection to the proposed Settlement as part of
17 the notice process or stated an intention to appear at the Final Approval Hearing, and there were no
18 dissenting appearances from class members at the hearing. One class member requested exclusion
19 from the Settlement.

20 3. The Court finds and determines that the notice procedure afforded adequate protections
21 to the class and provides the basis for the Court's informed decision regarding approval of the
22 Settlement based on the response. The Court finds and determines the notice provided was the best
23 notice practicable, satisfying the requirements of law and due process.

24 4. For purposes of approving this Settlement only, this Court finds and concludes: (a) the
25 proposed class is ascertainable and so numerous that joinder of all members of the class is
26 impracticable; (b) there are questions of law or fact common to the proposed class, and there is a well-
27 defined community of interest among members of the class with respect to the subject matter of the
28 claims; (c) the claims of the representative are typical of the claims of the class; (d) the class

1 representative has and will fairly and adequately protect the interests of the class; (e) a class action is
2 superior to other available methods for an efficient adjudication of this controversy in the context of
3 settlement; and (f) the law firm of Ferraro Vega Employment Lawyers, Inc. is qualified and adequate
4 to serve as Class Counsel in this action.

5 5. The Court hereby makes its earlier provisional certification of the Class, for settlement
6 purposes only, as set forth in the Preliminary Approval Order, final. The Class is hereby defined to
7 include:

8 all individuals currently or formerly employed by Kru in California as hourly, non-
9 exempt employees during the Class Period [February 4, 2020, through August 27,
10 2025]

11 6. The Court finds and determines the terms outlined in the Settlement are fair, reasonable,
12 and adequate and, having found the Settlement was reached as a result of informed and non-collusive
13 arms'-length negotiations facilitated by a neutral and experienced mediator, directs the Parties to
14 effectuate the Settlement according to its terms. The Court further finds that the Parties conducted
15 extensive investigation, research, and informal discovery, and that their attorneys were able to
16 reasonably evaluate their respective positions. The Court also finds that Settlement will enable the
17 Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
18 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery and
19 recognizes the significant value provided to the Class. Therefore, the Court approves the Settlement
20 and incorporates the terms of the Settlement in full into this Final Approval Order as though fully set
21 forth herein.

22 7. The Court finds and determines that the fees and expenses in administering the
23 Settlement incurred by the Settlement Administrator of \$9,000 are fair and reasonable. The Court
24 orders that these administration costs be paid in accordance with the terms of the Settlement.

25 8. The Court finds and determines the Service Award of \$10,000 to Plaintiff Kim as fair
26 and reasonable. The Court orders that the service awards be paid in accordance with the terms of the
27 Settlement.

28 9. The Court finds and determines payment to the California Labor and Workforce
Development Agency of \$16,250, as its 65% share of the civil penalties under the Private Attorneys

1 General Act is fair, reasonable, and appropriate. The Court orders that the amount be paid in
2 accordance with the terms of the Settlement and approves the settlement of claims under the Private
3 Attorneys General Act pursuant to Labor Code § 2699(s)(2).

4 10. Pursuant to the terms of the Settlement and the statutory provisions authorizing
5 attorneys' fees under the California Labor Code and Code of Civil Procedure, as set forth in the Motion
6 for Attorneys' Fees, the Court awards Class Counsel attorneys' fees of \$233,310 and litigation costs
7 of \$28,460.17. Class Counsel has sufficiently explained the basis for the fee award based on a
8 percentage of the fund. The Court finds such amounts to be fair and reasonable. The Court orders the
9 Settlement Administrator to make these payments in accordance with the Settlement.

10 11. The Court hereby approves and orders payment of Individual Class Payments from the
11 Net Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar days
12 after being issued shall be void. All uncashed settlement checks shall be transferred to the Controller
13 of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §
14 1500, *et seq.*, for the benefit of the Class Member or Aggrieved Employee who did not cash their
15 checks until such time that they claim their property, or the property is otherwise disposed of pursuant
16 to the Unclaimed Property Law.

17 12. Without affecting the finality of this Order or the entry of judgment in any way, the
18 Court retains jurisdiction of all matters relating to the interpretation, administration, implementation,
19 and enforcement of this Order and the Settlement.

20 13. Nothing in this Order shall preclude any action to enforce the Parties' obligations under
21 the Settlement or under this Order, including the requirement that Defendant make payments to Class
22 Members in accordance with the Settlement.

23 14. The Court further orders that, pursuant to the Settlement Agreement and upon the
24 Effective Date, in addition to the PAGA Released Claims and Class Released Claims, Plaintiff shall
25 release the Releasees, of any and all claims, obligations, demands, actions, rights, causes of action,
26 and liabilities against the Releasees, of whatever kind and nature, character and description whether
27 sounding in tort, contract, federal, state, and/or local law, statute, ordinance, regulation, common law,
28 or other course of law or contract, whether known or unknown, and whether anticipated or

unanticipated, including all unknown claims covered by California Civil Code section 1542 that could be or are asserted based upon any theory or facts whatsoever, arising at any time up to and including the date of the execution of the settlement agreement. This includes, but is not limited to, all claims pled in the First Amended Complaint. Plaintiff may hereafter discover facts in addition to or different from those he now knows or believes to be true with respect to the subject matter of the General Release, but Plaintiff upon the Effective Date, shall be deemed to have, and by operation of the Final Order shall have, fully, finally, and forever settled and released any and all of the claims released pursuant to the General Release whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different.

15. Nothing in this Order shall preclude any action to enforce the Parties' obligations under the Settlement or under this Order, including the requirement that Defendant make payments to Class Members in accordance with the Settlement.

16. The Court hereby ENTERS FINAL JUDGMENT in accordance with the terms of the Settlement, in accordance with this Final Approval Order and Judgment.

17. The Parties shall comply with Cal. Rules of Court Rule 3.771(b), by filing a Notice of Entry of Judgment with the Court.

18. The Court sets a Compliance Hearing for 10:30 a.m. a.m./p.m.
2/26/27, ~~2026~~.

IT IS SO ORDERED.

Date: 07/29/2026



Jill Talley
The Honorable Jill H. Talley
Judge of the Superior Court

EXHIBIT 2

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO**

**24CV015292: KIM vs KRU PARTNERS, LLC, et al.
06/12/2026 Hearing on Motion for Final Approval of Settlement in Department 8A**

Tentative Ruling

APPEARANCE REQUIRED

Plaintiff Jongbyuk Kim's ("Plaintiff") motion for final approval of class and representative action settlement is UNOPPOSED and TENTATIVELY GRANTED pending the final fairness hearing.

Overview

On July 31, 2024, Plaintiff Jongbyuk Kim ("Plaintiff") initiated this wage and hour action against Defendant Kru Partners, LLC dba Kru Contemporary Japanese Cuisine ("Defendant") by filing a class action complaint. On September 19, 2024, Plaintiff filed the operative First Amended Complaint, alleging the following causes of action: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) paid sick leave violations; (6) untimely payment of wages; (7) wage statement violations; (8) waiting time penalties; (9) unfair competition; and (10) civil penalties under the Private Attorneys General Act ("PAGA").

The Parties engaged in informal and formal discovery prior to mediation. (Ferraro Decl., ¶¶ 7, 11-14.) Plaintiff's counsel retained an expert economist to prepare a damage analysis. (*Id.* at ¶ 15.) On August 27, 2025, the Parties participated in a mediation with Tripper Ortman and reached a settlement. (*Id.* at ¶¶ 16.) The Parties subsequently entered into a written settlement. (*Id.* at ¶ 17, Exh. 1 ("Agreement").)

On January 30, 2026, this Court granted preliminary settlement approval. Plaintiff now seeks final approval of this class and PAGA settlement. This ruling incorporates by reference the definitions in the Agreement and all capitalized terms defined therein shall have the same meaning in this ruling as set forth in the Agreement.

Settlement Class Certification

The Court preliminarily certified the following settlement class: "all individuals currently or formerly employed by Kru in California as hourly, non-exempt employees from February 4, 2020 through August 27, 2025." (Agreement, ¶¶ 1.6 & 1.8.)

On February 27, 2026, the Settlement Administrator mailed the Class Notice to 322 individuals on the Class list, via U.S. First Class Mail, and 39 Class Notices were returned as undeliverable, but of the 39, two were provided a new address by the Post Office. (Olivares Decl., ¶¶ 7-8, Exh. A.) After the Settlement Administrator performed

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skip tracing, 37 updated addresses were obtained, and the Class Notices were re-mailed. (*Id.* at ¶ 9.) A total of six Class Notices were considered undeliverable as no updated address was found as a result of skip tracing or was provided from the Post Office. (*Id.* at ¶ 9.)

The Settlement Administrator states, as of May 14, 2026 – after the response deadline– there has been one request for exclusion, one workweek dispute, but no objections. (*Id.* at ¶¶ 10-12.) As such, the Settlement Administrator reports 321 Settlement Class Members, representing 99.69% of the Settlement Class. (*Id.* at ¶ 13.) The Court intends to certify the proposed class for settlement purposes only.

Aggrieved Employees

Aggrieved Employees are defined in the Agreement as: all individuals currently or formerly employed by Kru in California as hourly, non-exempt employees from July 15, 2023, through August 27, 2025. (Agreement, ¶¶ 1.35 & 1.38.) The total number of pay periods worked for 179 participating Aggrieved Employees is 3,810. (Olivares Decl., ¶ 15.) Plaintiff's counsel gave notice of the settlement to the Labor and Workforce Development Agency ("LWDA"). (Ferraro Decl., ¶ 18, Exh. 3.)

Class Representative

The Court intends to appoint Plaintiff as Class Representative for settlement purposes only.

Class Counsel

The Court intends to appoint Ferraro Vega Employment Lawyers as Class Counsel for settlement purposes only.

Fair, Adequate and Reasonable Settlement

The Court must find a settlement is "fair, adequate, and reasonable" before approving a class action settlement. (*Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 244-245.) The trial court has broad discretion to determine whether a proposed settlement in a class action is fair, adequate, and reasonable. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) In making its fairness determination, the Court considers the strength of the Plaintiffs' case, the risk, expenses, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the

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proceedings, and the experience and views of counsel. (*Ibid.*) In approving a class action settlement, the Court must “satisfy itself that the class settlement is within the ‘ballpark’ of reasonableness.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.)

This is a non-reversionary, opt-out settlement. Pursuant to the Agreement, Defendant will pay the Gross Settlement Amount (“GSA”) of \$700,000. (Agreement, ¶ 1.21.) Defendant will separately pay any employer-side payroll taxes owed on the wage portion of class payments. (*Id.* at ¶ 2.1.1.) The following will be paid out of the GSA: (1) attorneys’ fees equaling up to one-third of the GSA (\$233,310) and litigation costs up to \$35,000 to Class Counsel; (2) a service award to Plaintiff of up to \$10,000; (3) settlement administration expenses not to exceed \$9,000; (4) individual class member payments; and (5) a PAGA Penalty of \$25,000 (65% of which will be paid to the LWDA and 35% of which will be paid to Aggrieved Employees). (*Id.* at ¶¶ 1.4-1.5, 1.22-1.24, 1.26, 1.28-1.30, 1.36, 1.46, 2.1-2.2.) The GSA will be funded in periodic installments through September 17, 2027. (*Id.* at ¶ 3.2.)

For tax purposes, individual class member payments will be treated as follows: 20% wages and 80% interest and penalties. (Agreement ¶ 2.2.5.) PAGA payments will be treated entirely as penalties. (*Id.* at ¶ 2.2.6.) Any funds from settlement checks that remain uncashed after 180 days will be sent to the California State Controller’s Unclaimed Property Fund to be held in the payee’s name. (*Id.* at ¶¶ 3.3.1 & 3.3.3.)

The estimated average individual payment to Class Members is \$1,228.13. (Olivares Decl., ¶ 14.) The estimated average Individual PAGA Payment is approximately \$48.61. (*Id.* at ¶ 15.)

Attorneys’ Fees and Costs

Plaintiff requests an attorneys’ fee award of \$233,310 – equal to one-third of the GSA. (Ferraro Decl., ¶ 40.) The Court finds an award of \$233,310 is appropriate under the common fund method and intends to award the amount requested.

Plaintiff requests an award of litigation costs of \$28,460.17 (lower than the than the amount identified in the Agreement). (*Id.* at ¶ 43.) The Court finds the claimed costs are reasonable and intends to award the amounts requested.

Enhancement

Plaintiff seeks an enhancement award of \$10,000.00. (Kim Decl., ¶ 8.) Plaintiff details

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the work performed in this case, including the approximate amount of time spent on the case. (*Id.* at ¶¶ 17-20.) The Court intends to award the amount requested.

Settlement Administration Expenses

Plaintiff seeks \$9,000 for administration expenses. (Olivares Decl., ¶ 17.) The Court intends to award the amount requested.

Disposition

The Court tentatively finds that the settlement is fair, reasonable and adequate in light of all of the circumstances presented in the moving papers. Provided that no objection is asserted by any class member at the hearing on this matter, the Court anticipates granting final settlement approval and signing the proposed order and judgment submitted with the moving papers. The Court also intends to award attorneys' fees, litigation costs, settlement administration costs, and an enhancement award in the amounts requested.

The Court sets a settlement compliance hearing for February 12, 2027, at 10:30 a.m. in this department. The Court will complete paragraph 18 of the Parties' Proposed Order to reflect the above compliance hearing date.

At least **15 days** prior to the hearing, counsel shall file a declaration regarding the status of the distribution of the settlement funds. If the Court is satisfied that the settlement funds have been fully distributed, no appearances will be required.

The Court orders the parties to appear. **The parties are encouraged to appear by Zoom with the links below:**

To join by Zoom Link - <https://saccourt-ca-gov.zoomgov.com/j/16108301121>

To join by phone dial (833) 568-8864, ID 16108301121

Parties requesting services of a court reporter will need to arrange for private court reporter services at their own expense, pursuant to Government code section 68086 and California Rules of Court, Rule 2.956. Requirements for requesting a court reporter are listed in the Policy for Official Reporter Pro Tempore available on the Sacramento Superior Court website at <https://saccourt.ca.gov/general-information/court-reporter-services-transcripts>. Parties may contact Court-Approved Official Reporters Pro Tempore by utilizing the list of Court Approved Official Reporters Pro Tempore available at <https://saccourt.ca.gov/home/showpublisheddocument/227/639084034465370000>.

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A Stipulation and Appointment of Official Reporter Pro Tempore (CV/E-206) is required to be signed by each party, the private court reporter, and the Judge prior to the hearing, if not using a reporter from the Court's Approved Official Reporter Pro Tempore list. Once the form is signed it must be filed with the clerk.

If a litigant has been granted a fee waiver and requests a court reporter, the party must submit a Request for Court Reporter by a Party with a Fee Waiver (CV/E-211) and it must be filed with the clerk at least 10 days prior to the hearing or at the time the proceeding is scheduled if less than 10 days away. Once approved, the clerk will be forward the form to the Court Reporter's Office and an official reporter will be provided.

Counsel for Plaintiff is directed to notice all parties of this order.

Status Conference re: Settlement Compliance is scheduled for 02/12/2027 at 10:30 AM in Department 8A at Tani G. Cantil-Sakauye Courthouse.