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6 Attorneys for Plaintiff, PAULA JUAREZ,  
7 on behalf of herself and all others similarly situated and aggrieved

**FILED**  
Superior Court of California  
County of Los Angeles  
03/05/2025  
David W. Styrba, Executive Officer / Clerk of Court  
By: P. Herrera Deputy

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

11 PAULA JUAREZ, an individual and on behalf  
12 of all others similarly situated,

13  
14 Plaintiff,

15 v.

16 KYOCHON USA, INC., a California  
17 corporation; KYOCHON FRANCHSIE LLC,  
A California limited liability company, and  
18 DOES 1 through 100, inclusive,

19  
20 Defendants.  
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CASE NO.: 22STCV39925

[Related with Case No. 23STCV06761]

[Assigned to the Hon. Elihu M. Berle in Dept.  
6]

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
AND REPRESENTATIVE ACTION  
SETTLEMENT AND CERTIFYING  
CLASS FOR SETTLEMENT PURPOSES  
ONLY**

1 This Court, having considered the Motion of plaintiff Paula Juarez (“Plaintiff”) for Preliminary  
2 Approval of Class and Representative Action Settlement and Provisional Class Certification for  
3 Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations of Brandon M.  
4 Chang, David D. Bibiyan, Plaintiff, and Sean Hartranft, the Class and PAGA Settlement Agreement  
5 (the “Settlement,” “Settlement Agreement” or “Agreement”), the proposed Notice of Proposed  
6 Class Action Settlement and Date for Final Approval Hearing (“Class Notice”), and other  
7 documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS,**  
8 **ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference  
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement  
12 Class Members” or “Class Members”) for the purpose of settlement only: all persons currently or  
13 formerly employed by Kyochon USA Inc. (“Defendant”), either directly or through any subsidiary,  
14 staffing agency, or professional employer organization, as non-exempt, hourly-paid employees at  
15 any time during the period from December 22, 2018, through January 15, 2024 (“Class Period”).

16 3. The Court preliminarily appoints the named plaintiff Paula Juarez as Class  
17 Representative, and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., as Class  
18 Counsel.

19 4. The Court preliminarily approves the proposed class settlement upon the terms and  
20 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the  
21 settlement appears to be within the range of reasonableness of settlement that could ultimately be  
22 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement  
23 amount is fair, adequate, and reasonable as to all potential class members when balanced against the  
24 probable outcome of further litigation relating to liability and damages issues. It further appears that  
25 extensive and costly investigation and research has been conducted such that counsel for the parties  
26 at this time are reasonably able to evaluate their respective positions. It further appears to the Court  
27 that the settlement at this time will avoid substantial additional costs to all parties, as well as the  
28 delay and risks that would be presented by the further prosecution of the Action. It further appears

1 that the settlement has been reached as the result of intensive, non-collusive and arms-length  
2 negotiations utilizing an experienced third-party neutral.

3 5. The Court approves, as to form and content, the Class Notice that has been submitted  
4 herewith.

5 6. The Court directs the mailing of the Class Notice, attached hereto as Exhibit “1,” by  
6 first-class regular U.S. mail to the Class Members in accordance with the procedures set forth in the  
7 Settlement Agreement. The Court finds that dissemination of the Class Notice set forth in the  
8 Settlement Agreement complies with the requirements of law and appears to be the best notice  
9 practicable under the circumstances.

10 7. The Court hereby preliminarily approves the definition and disposition of the Gross  
11 Settlement Amount of \$300,000.00, which is inclusive of: attorneys’ fees of up to thirty-five percent  
12 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement  
13 Agreement, amounts to \$105,000.00, in addition to actual costs incurred of up to \$25,000.00;  
14 Service Awards in an amount of \$7,500.00 to Plaintiff for participation in and assistance with  
15 prosecuting this case.; costs of settlement administration of no more than \$8,990.00, and Private  
16 Attorneys’ General Act of 2004 (“PAGA”) penalties in the amount of \$20,000.00, of which  
17 \$15,000.00 (75%) will be paid to the Labor and Workforce Development Agency (“LWDA”) and  
18 \$5,000.00 (25%) to “Aggrieved Employees,” defined as any and all non-exempt employees, whether  
19 hired directly or placed through staffing agencies, who worked for Defendant during the period from  
20 December 22, 2021, through January 15, 2024 (“PAGA Period”) in the State of California. After  
21 deducting these sums, a total of no less than approximately \$133,510.00 will be available for  
22 distribution to Class Members.

23 8. The Gross Settlement Amount expressly excludes Employer Taxes, which will be  
24 paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

25 9. Class Member’s “Workweek” means any week during which a Class Member was  
26 employed by and worked for the Defendant at least one day in a non-exempt, hourly position during  
27 the Class Period in California, based on hire dates, re-hire dates (as applicable), and termination  
28 dates (as applicable).

1        10.        The Settlement is based on Defendant’s representation that the putative class  
2 members worked 15,623 Workweeks from December 22, 2018, through October 17, 2023. In the  
3 event the number of Workweeks worked by the Class Members through January 15, 2024 are  
4 determined to be more than 10% higher than 15,623, or an additional 1,562 Workweeks worked,  
5 then the Gross Settlement Amount shall: (1) be increased proportionally by the Workweeks worked  
6 in excess of 17,185 multiplied by the Workweek Value; or (2) Defendant can opt to cut off the class  
7 period before the 17,185 Workweek threshold is reached, however, under no circumstances shall  
8 the class period be cut off sooner than October 17, 2023. The Workweek Value shall be calculated  
9 by dividing the Gross Settlement Amount by 15,623. The Parties agree that the Workweek Value  
10 amounts to and the settlement amounts to \$19.20 per Workweek ( $\$300,000 / 15,623$  Workweeks).  
11 Thus, for example, should there be 20,000 Workweeks in the Class Period, then the Gross Settlement  
12 Amount shall be increased by \$54,048.00 (20,000 Workweeks – 17,185 Workweeks x  
13 \$19.20/Workweek) if the number of Workweeks as of October 17, 2023, exceeds 17,185, or if  
14 Defendant opts to pay the escalator clause for the Workweeks in excess of 17,185 for the dates from  
15 October 17, 2023 through January 15, 2024.

16        11.        The Court deems Apex Class Action Administration (“Apex” or “Settlement  
17 Administrator”) the Settlement Administrator, and payment of administrative costs, not to exceed  
18 \$8,990.00 out of the Gross Settlement Amount for services to be rendered by Apex on behalf of the  
19 class.

20        12.        On or before March 13, 2025, Defendant shall deliver the Class Data to the  
21 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy  
22 rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for  
23 purposes of the Settlement and for no other purpose, and restrict access to the Class Data to  
24 Administrator employees who need access to the Class Data to effect and perform under this  
25 Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers  
26 that the Class Data omitted class member identifying information and to provide corrected or  
27 updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which  
28 Defendant must send the Class Data to the Administrator, the Parties and their counsel will

1 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related  
2 to missing or omitted Class Data.

3 13. On March 27, 2025, the Administrator will send to all Class Members identified in  
4 the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, with  
5 Spanish translation. The first page of the Class Notice shall prominently estimate the dollar amounts of  
6 any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the  
7 number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before  
8 mailing Class Notices, the Administrator shall update Class Members’ addresses using the National  
9 Change of Address database.

10 14. Not later than 3 business days after the Administrator’s receipt of any Class Notice  
11 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any  
12 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the  
13 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the  
14 most current address obtained. The Administrator has no obligation to make further attempts to  
15 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second  
16 time.

17 15. “Response Deadline” means May 27, 2025.

18 16. Any Settlement Class Member may request exclusion from (i.e., “opt out” of) the  
19 Settlement by mailing a signed written request to be excluded from the Settlement (“Request for  
20 Exclusion”). A Request for Exclusion is a letter from a Class Member or his/her representative,  
21 signed by the Class Member, that reasonably communicates the Class Member’s election to be  
22 excluded from the Settlement, clearly states the case name and case number, and includes the Class  
23 Member’s name, the last four digits of their Social Security Number, address and email address or  
24 telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response  
25 Deadline.

26 17. Any Settlement Class Member who does not opt out of the Settlement by submitting  
27 a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including  
28 those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court

1 if Final Approval of the Settlement is granted.

2 18. Each Settlement Class Member may dispute the number of Workweeks attributed to  
3 him or her on his or her Class Notice (“Workweek Dispute”). Any such disputes must be mailed to  
4 the Settlement Administrator by the Settlement Class Member, postmarked on or before the  
5 Response Deadline.

6 19. Only Participating Class Members may object to the class action components of the  
7 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or  
8 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment  
9 and/or Class Representative Service Payment. In order for any Settlement Class Member to object  
10 to this Settlement in writing, or any term of it, he or she may do so by mailing a written objection  
11 to the Settlement Administrator at the address or phone number provided on the Class Notice no  
12 later than the Response Deadline. The Objection should set forth in writing the Objector’s name,  
13 address, last four digits of the Objector’s Social Security Number, the Objector’s signature, a  
14 statement of whether the Objector plans to appear at the Final Approval Hearing, and the reason(s)  
15 for the Objection, along with whatever legal authority, if any, the Objector asserts in support of the  
16 Objection. The date of mailing of the Class Notice to the objecting Settlement Class Member shall  
17 be conclusively determined according to the records of the Settlement Administrator. Settlement  
18 Class Members need not object in writing to be heard at the Final Approval Hearing; they may  
19 object or comment in person at the hearing at their own expense.

20 20. If a Class Member submits both an objection and a Request for Exclusion, the  
21 Request for Exclusion will control and the Objection will be disregarded.

22 21. On or before June 13, 2025, the Administrator will provide to Class Counsel and  
23 Defense Counsel, a declaration suitable for filing in Court attesting to its due diligence and  
24 compliance with all of its obligations under this Agreement, including, but not limited to, its mailing  
25 of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts  
26 to locate Class Members, the total number of Requests for Exclusion from Settlement it received  
27 (both valid or invalid), the number of written objections and attach the Exclusion List.

28 ///

22. All papers filed in support of final approval, including supporting documents for attorneys' fees and costs, shall be filed by April 25, 2025.

23. A Final Approval Hearing shall be held with the Court on June 26, 2025, at 9:00 a.m., in Department 6 of the above-entitled Court to determine: (1) whether the proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

24. Within 30 calendar days after the Effective Date, as set forth in the Settlement Agreement, Defendant will transfer the Gross Settlement Amount and the amount necessary to fully pay Defendant's share of payroll taxes to the Administrator. Within 7 days of receiving the Gross Settlement Amount from Defendant, or as soon thereafter as practicable, the Administrator will distribute the settlement funds pursuant to the Settlement Agreement.

25. Participating Class Members will receive an Individual Class Payment and Aggrieved Employees will receive an Individual PAGA Payment. Individual Class Payment and Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd (b).

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**IT IS SO ORDERED.**



**Elihu M. Berle**

Dated: 03/05/2025

Elihu M. Berle / Judge

Judge of the Superior Court

# **EXHIBIT 1**



**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE  
FOR FINAL APPROVAL HEARING**  
*Juarez v. Kyochon USA, Inc., et. al.,*  
(County of Los Angeles, California Superior Court Case Nos. 22STCV39925)

**As a current or former non-exempt, hourly-paid California employee of Kyochon USA Inc., you are entitled to receive money from a class action settlement.**

**Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.**

You have received this Notice of Class Action Settlement because the records of Kyochon USA Inc. (“Defendant”), show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, including but not limited to any parent, subsidiary, affiliated, or related entities, as hourly-paid, non-exempt employees in the State of California at any time during the period between December 22, 2018, through January 15, 2024 (“Class Period”).

- The settlement is to resolve a class action lawsuit, *Paula Juarez v. Kyochon USA, Inc., et al.*, pending in the Superior Court of California for the County of Los Angeles, Case Number 22STCV39925 (the “Lawsuit”), alleging causes of action against Defendant for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon separation; (6) failure to provide accurate wage statements; (7) failure to indemnify for business expenses; (8) failure to pay unused vested vacation time; and (9) engaging in unfair competition within the meaning of Business and Professions Code section 17200. Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys’ General Act (“PAGA”). Defendant denies any wrongdoing but has agreed to settle the matter and resolve this dispute.
- On February 27, 2025, the Honorable Elihu M. Berle of the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time from December 22, 2021, through January 15, 2024, ("PAGA Period") as a non-

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	exempt, hourly-paid employee of Defendant, as well, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, [REDACTED], about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for June 26, 2025 at 9:00 a.m. in Department 6 of the Los Angeles County Superior Court, located at 312 N Spring St. Los Angeles CA 90012.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [REDACTED] : [REDACTED].m. on [REDACTED], in the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 N Spring St. Los Angeles CA 90012, in Department 6. You are not required to attend the Hearing, but you are welcome to do so.

### **Why Am I Receiving This Notice?**

Defendant’s records show that you currently work, or previously worked, for Defendant as a non-exempt, hourly-paid employee, either directly or through any subsidiary, staffing agency, or professional employer organization, in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

### **What is This Case About?**

Paula Juarez was a non-exempt, hourly-paid employee of Defendant. She is the “Plaintiff” in this case and is suing on behalf of herself and Class Members for Defendant’s alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to pay all wages due upon separation, failure provide accurate wage statements, failure to indemnify for business expenses, failure to pay unused vested vacation time, and engaged in unfair competition within the meaning of Business and Professions Code section 17200.

Counsel for Plaintiffs and the attorneys appointed by the Court to represent the Class, Bibiyan Law Group, P.C. (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in

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the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risks and expenses of continued litigation justify settlement. Based on the foregoing, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys' General Act ("PAGA").

Defendant denies all the allegations made by Plaintiff and deny that it violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

### **Summary of the Settlement Terms**

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$300,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$ [REDACTED]; (2) a service award of up to \$7,500.00 to Plaintiff Paula Juarez for her time and effort in pursuing this case; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amounts to \$105,000.00; (4) up to \$25,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$20,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$15,000.00, will be paid to the LWDA and twenty-five percent (25%), or \$5,000.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$ [REDACTED] will be available for distribution to Class Members ("Net Settlement Amount").

Defendant represents that the putative class members worked 15,623 Workweeks from December 22, 2018, through October 17, 2023. In the event the number of Workweeks worked by the Class Members through January 15, 2024 are determined to be more than 10% higher than 15,623, or an additional 1,562 Workweeks worked, then the Gross Settlement Amount shall: (1) be increased proportionally by the Workweeks worked in excess of 17,185 multiplied by the Workweek Value; or (2) Defendant can opt to cut off the class period before the 17,185 Workweek threshold is reached, however, under no circumstances shall the class period be cut off sooner than October 17, 2023. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 15,623. The Parties agree that the Workweek Value amounts to and the settlement amounts to \$19.20 per Workweek (\$300,000 / 15,623 Workweeks). Thus, for example, should there be 20,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$54,048.00 (20,000 Workweeks – 17,185 Workweeks x \$19.20/Workweek) if the number of Workweeks as of October 17, 2023, exceeds 17,185, or if Defendant opts to pay the escalator clause for the Workweeks in excess of 17,185 for the dates from October 17, 2023 through January 15, 2024.

### **Distribution to Class Members**

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net

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Settlement Amount. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$5,000.00 allocated as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each Aggrieved Employee during the PAGA Period.

Defendant's records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Workweeks] Workweeks during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than May 27, 2025. Please include any documentation you have that you contend supports your dispute.

### **Tax Reporting**

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the California Controller's Office, Unclaimed Property Fund.

### **Your Options Under the Settlement**

#### ***Option 1 – Do Nothing and Receive Your Payment***

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all "Released Claims" he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective only upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

Release by Participating Class Members: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties from any and all wage-and-hour claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint including: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3)

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all claims for failure to provide meal periods or compensation in lieu thereof; (4) all claims for failure to provide rest periods or compensation in lieu thereof; (5) all claims for failure to pay all wages due upon separation; (6) all claims for failure to provide accurate wage statements; (7) all claims for failure to indemnify business expenses; (8) all claims for failure to pay unused vacation time; and (9) all claims asserted through California Business & Professions Code section 17200, *et seq.*, arising out of the Labor Code violations referenced in the Operative Complaint.

**Release by Aggrieved Employees:** For the duration of the PAGA Period, the State of California and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including, claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 1527, 2699, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 6409.6, 6432, and 8397.4.

“Released Parties” means Defendant, and any of its former and present parents, subsidiaries, affiliates, alleged joint employers (including staffing agencies), and other entities that have provided temporary, leased, or other workers to, or for the benefit of, Defendant.

### **Option 2 – *Opt Out of the Settlement***

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must clearly state the case name (*Juarez v. Kyochon USA, Inc., et. al.*), and case number (22STCV39925) and must also include your name, address, email address or telephone number, the last four digits of your Social Security Number, signature, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date and mail your written request for exclusion to the address below.

[Settlement Administrator]  
[Mailing Address]

Your written request for exclusion must be mailed and postmarked to the Administrator not later than May 27, 2025. If you submit a Request for Exclusion which is not postmarked by this date, your Request for Exclusion will be rejected, and you will remain a part of the Class.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

### **Option 3 – *Submit an Objection to the Settlement***

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, your signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**



authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed and postmarked to the Administrator no later than May 27, 2025. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

### **Final Approval Hearing**

You may, if you wish, appear at the Final Approval Hearing set for June 26, 2025 at 9:00 a.m. in Department 6 of the Los Angeles County Superior Court, located at 312 N Spring St. Los Angeles CA 90012, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://www.lacourt.org/>. You may also retain an attorney to represent you at the Hearing at your own expense.

### **Additional Information**

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [\[PHONE NUMBER\]](#) or Class Counsel, whose information appears below:

#### **BIBIYAN LAW GROUP, P.C.**

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1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

You may also visit the Settlement Administrator's website at [\[WEBSITE\]](#) to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Department 6 of the Los Angeles County Superior Court, located at 312 N Spring St. Los Angeles CA 90012, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.org/>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,  
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

**Questions? Contact the Settlement Administrator toll free at [\[PHONE NUMBER\]](#)**

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard, Los Angeles, California 90024.

On February 27, 2025, I caused a true and correct copy of the foregoing document(s) described as **PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND CERTIFYING CLASS FOR SETTLEMENT PURPOSES ONLY** to be served by electronic transmission via Case Anywhere to the parties and/or counsel who are registered to use Case Anywhere and set forth in the below service list:

Gregory A. Feldman  
Shannon R. Finley  
**PETTIT KOHN INGRASSIA LUTZ & DOLIN PC**  
DOLIN PC  
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E-mail: sfinley@pettitkohn.com  
gefeldman@pettitkohn.com

**Counsel for Defendant KYOCHON USA INC. erroneously sued as KYOCHON USA, INC.**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 27, 2025, at Los Angeles, California.

/s/ Araceli Marquez  
Araceli Marquez