


SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE Civil Complex Center 751 W. Santa Ana Blvd Santa Ana, CA 92701	
SHORT TITLE: Quiles vs. Koji's Japan Incorporated	
CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE	CASE NUMBER: 30-2010-00425532-CU-OE-CXC

I certify that I am not a party to this cause. I certify that a true copy of the above Order - Other dated 05/21/21 has been placed for collection and mailing so as to cause it to be mailed in a sealed envelope with postage fully prepaid pursuant to standard court practice and addressed as indicated below. This certification occurred at Santa Ana, California on 5/26/21. Following standard court practice the mailing will occur at Sacramento, California on 5/27/21.

LAW OFFICE OF STEPHEN A. MADONI, APLC
3700 NEWPORT BOULEVARD 302
NEWPORT BEACH, CA 92663

LEVENE, NEALE, BENDER, YOO & BRILL LLP
10250 CONSTELLATION BOULEVARD 1700
LOS ANGELES, CA 90067

Clerk of the Court, by:  , Deputy

I certify that I am not a party to this cause. I certify that the following document(s), Order - Other dated 05/21/21, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on May 26, 2021, at 9:13:31 AM PDT. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

BRYAN SCHWARTZ LAW
BRYAN@BRYANSCHWARTZLAW.COM

BRYAN SCHWARTZ LAW
JULIE@BRYANSCHWARTZLAW.COM


BRYAN SCHWARTZ LAW
LOGAN@BRYANSCHWARTZLAW.COM

LAW OFFICE OF STEPHEN A. MADONI
NATHALLY@MADONILAW.COM

RUTAN & TUCKER, LLP
BSINCLAIR@RUTAN.COM

RUTAN & TUCKER, LLP
MSTEARNS@RUTAN.COM

WILLIAM M CROSBY
WCROSBY@WILLIAMCROSBYLAW.COM

Clerk of the Court, by:  , Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

T#1843652

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAY 21 2021

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE
COMPLEX CIVIL DIVISION

Heather Turman and Kimberly Dang,
individually, on behalf of all others
similarly situated, and on behalf of the
general public, and Shannon Payne, Lonnie
Finley, Joshua Allen, JW Perkins, and
Kelliane Ryan, individually,

Plaintiffs,

vs.

Koji's Japan Incorporated dba Koji's
Shabu Shabu and Koji's Sushi & Shabu
Shabu, Arthur J. Parent, Jr., and DOES 1
through 50 inclusive,

Defendants.

CASE NO.: 30-2010-00425532-CU-OE-CXC

**AMENDED [~~Proposed~~] ORDER: (1)
GRANTING PLAINTIFF'S UNOPPOSED
MOTIONS FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
APPROVAL OF FLSA AND PAGA
SETTLEMENTS; AND (2) ENTERING
JUDGEMENT**

Hon. Kirk Nakamura

Dept. CX103

1 **TO EACH PARTY AND THE COUNSEL OF RECORD FOR EACH PARTY:**

2 Before the Court are Plaintiffs': (1) Unopposed Motion for Final Approval of Class Action
3 Settlement, and for Approval of FLSA Settlement and PAGA Settlement; and (2) Motion for Attorneys'
4 Fees & Costs and Enhancements to Class Representatives ("Motions"). The Court granted preliminary
5 approval of the proposed Settlement on August 21, 2020. Due and adequate notice having been given
6 to Defendants and the Class, and the court having considered the Amended Settlement Agreement
7 ("Settlement"), the instant Motions and supporting evidence presented, and all proceedings herein, and
8 having reviewed the record in this litigation, good cause appearing, it is hereby ORDERED,
9 ADJUDGED AND DECREED AS FOLLOWS:

10 1. Except as otherwise specified herein, for the purposes of this Order and Judgment, the Court
11 adopts and incorporates by reference all defined terms set forth in the Settlement and Motion for
12 Preliminary Approval.

13 2. The Court finds that this Settlement satisfies the requirements for a class action settlement
14 under Code of Civil Procedure section 382 and further finds that the Settlement Class has at all times
15 been adequately represented by the Named Plaintiffs and Class Counsel.

16 3. The Notice approved by the Court was provided by First Class mail to the last-known address
17 of everyone for whom address information was available, after first processing such addresses through
18 the U.S. Postal Service change-of-address database, as stated in the declaration of the Claims
19 Administrator. Notice was also provided by email and by text to individuals where such contact
20 information was available. Follow up efforts were made to send the Notice to those individuals whose
21 original notices were returned as undeliverable, and multiple methods were used to ascertain contact
22 information for those whose information was lacking. In addition, the Parties provided notice by
23 publication in the form of a Spanish-language radio advertisement. The Notice this Court previously
24 approved adequately described all of the relevant and necessary parts of the proposed Settlement
25 Agreement, the request for enhancement payments, and Class Counsel's request for an award of
26 attorneys' fees and costs. **Exhibit A** is a true and correct copy of the Notice provided to Class Members.

1 4. The Court finds that the Notice given to the Settlement Class fully met the requirements of
2 California law and due process under the United States Constitution. Based on evidence and other
3 material submitted in conjunction with the Motion for Final Approval, the notice to the class was
4 adequate.

5 5. The Court finds that the Settlement, as set forth in the Amended Settlement Agreement
6 executed by the Parties, is fair, reasonable, and adequate. The Court finds that the uncertainty and delay
7 of further litigation over heavily-contested wage claims that arose from 2006-2012 support the
8 reasonableness and adequacy of the \$2,200,000 Settlement.

9 6. Under the Settlement Agreement, Class Members are subject to the following Release Of
10 Claims: As of the occurrence of the Effective Date, the Named Plaintiffs and all Participating Class
11 Members hereby do and shall be deemed to have fully, finally, and forever released, settled,
12 compromised, relinquished and discharged any and all of the Released Parties of and from any and all
13 Settled Claims that arose during the Class Period.

14 a. By participating in this Settlement, Plaintiffs and all Participating Class Members
15 fully, finally, and forever settle and release any and all Released Parties from any and all
16 Settled Claims without regard to the subsequent discovery or existence of such additional or
17 different facts.

18 b. The Parties agree for settlement purposes only that, because the Class Members are
19 so numerous, it is impossible or impracticable to have each Class Member execute this
20 Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature
21 of the release and such notice will have the same force and effect as if the Agreement were
22 executed by each Class Member.

23 c. The Named Plaintiffs and Class Counsel represent, covenant, and warrant that they
24 have not directly or indirectly assigned, transferred, encumbered or purported to assign,
25 transfer, or encumber to any person or entity any portion of any liability, claim, demand,
26
27
28

1 action, cause of action, or rights released and discharged by this Settlement, except as set forth
2 in this Agreement.

3 7. Under the Settlement Agreement, Named Plaintiffs are subject to the following Full Release:

4 In addition to the Released Claims, and in further consideration for their enhancement payments
5 discussed in paragraph 29.d, the Named Plaintiffs fully release and discharge Defendants and the other
6 Released Parties from any all claims and causes of action that the Named Plaintiffs have ever had arising
7 out of or related to any act, omission, event, fact or other thing that existed or occurred on or prior to
8 the Final Hearing Date. This release by the Named Plaintiffs includes a waiver of their rights under
9 Civil Code § 1542, which reads as follows: “A general release does not extend to claims that the creditor
10 or releasing party does not know or suspect to exist in his or her favor at the time of executing the
11 release and that, if known by him or her, would have materially affected his or her settlement with the
12 debtor or released party.”

13 8. Out of the identified 377 Settlement Class Members, none has objected to any aspect of the
14 proposed Settlement, and only one, Michiko Schricker, opted out of the proposed Settlement. The
15 reaction of the Settlement Class to the proposed settlement strongly supports the conclusion that the
16 proposed Settlement is fair, reasonable, and adequate.

17 9. The Settlement is HEREBY APPROVED, subject to the following distributions, and the
18 releases encompassed herein are effectuated. The Settlement Agreement is located at Exhibit 2 to
19 Register of Actions (ROA) # 2656.

20 10. The Settlement Amount shall be disbursed in accordance with the Amended Settlement
21 Agreement and as detailed in the Motion for Preliminary Approval, granted on August 21, 2020, and
22 the Motion for Final Approval filed on January 14, 2021, and the Motion for Approval of Attorneys’
23 Fees, Costs, and Enhancements filed on January 14, 2021, subject to the following distributions.

24 11. For their extraordinary time and effort in pursuing this litigation over the course of many
25 years, and for the broader releases they are executing as part of this settlement: Plaintiffs Turman and
26 Allen are hereby awarded \$15,000 each; Plaintiff Kimberly Dang is hereby awarded \$7,500; Plaintiff

1 Shannon Payne is hereby awarded \$5,000; Plaintiff Lonnie Finley is hereby awarded \$4,000; Plaintiffs
2 JW Perkins and Kellianne Ryan are hereby awarded \$3,000 each; and declarants Swords, Hawkins,
3 Morris, Pacuk, Davidson, and Musmecci are hereby awarded \$500 each. In making this award, the
4 Court has considered the factors set forth in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238
5 Cal.App.4th 1251 and *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785.

6 12. Plaintiffs' application for the above-referenced enhancement payments, plus attorneys' fees
7 and costs, are hereby GRANTED, in the following amounts: \$880,000 in attorneys' fees, litigation costs
8 in the amount of \$160,000, and \$16,000 for administration costs. The Court finds these amounts to be
9 a reasonable result in light of the quality of the result obtained, the work performed by class counsel, a
10 review of the billing records provided, and the estimated lodestar. In approving this amount and
11 examining the billing records provided, the Court is not approving the hourly billing rates proposed by
12 class counsel. The attorneys' efforts on behalf of the Class, under extremely difficult circumstances
13 after the Defendant restaurants were closed and Defendants filed bankruptcy, yielded an exceptional
14 result for low-wage workers, over Defendants' vigorous opposition. The Class is recovering \$2.2
15 million from an individual business owner, Defendant Parent, establishing an important precedent
16 allowing workers to recover unpaid wages from some corporate owners, *Turman, et al. v. Superior*
17 *Court* (2017) 17 Cal.App.5th 969. Bryan Schwartz Law well deserves the fees and costs requested for
18 their many years of work, documenting over 6,000 hours of attorneys' time uncompensated, and
19 extensive costs incurred. The costs are those typically reimbursed in a class action settlement such as
20 this, were reasonably necessary to the litigation, and would be typically billed to paying clients,
21 including but not limited to fees for mediation, experts, legal research, depositions, copying, court
22 reporters, and filing/service.

23 13. The Court instructs that any remainder based upon uncashed settlement checks be tendered
24 to the State Controller's Office under the Unclaimed Property Law.

25 14. The Court finds and determines that the Private Attorneys General Act allocation of \$50,000
26 is fair, reasonable, and appropriate, such that payment will be made from the Settlement Amount to the
27

1 California Labor and Workforce Development Agency of \$37,500 as its share of the settlement.

2 15. For the reasons previously discussed, the Court also finds and determines that the Settlement
3 represents a reasonable settlement of a bona fide dispute of claims under the federal Fair Labor
4 Standards Act (FLSA), and approves the settlement under the FLSA as well.

5 16. To inform the Class of final judgment, the Class Members will receive a letter informing
6 them that a final judgment has been entered and where the final judgment can be reviewed. The
7 Settlement Administrator will post the final judgment order on its website, at
8 www.rustconsulting.com/cases/turman-v-koji.

9 17. The Final Accounting hearing will take place on November 18, 2021 at 2:00 pm in
10 Department CX103. Counsel shall submit a final report at least 14 calendar days prior to that hearing
11 (November 4, 2021) regarding the status of the settlement administration. The final report must include
12 all information necessary for the Court to determine the total amount actually paid to class members
13 and any amounts tendered to the State Controller's Office under the Unclaimed Property law.

14 18. JUDGMENT IS HEREBY ENTERED, granting final approval of the settlement, making
15 the foregoing distributions.

16 19. In accordance with the California Rule of Court 3.769(h), the Court retains exclusive and
17 continuing jurisdiction over the litigation, the Plaintiffs, the Class Members and Defendants for the
18 purposes of supervising the implementation, enforcement, construction, administration and
19 interpretation of the Settlement Agreement.

20 IT IS SO ORDERED.

21
22 Dated: 5/21/21



Honorable Kirk Nakamura

JUDGE OF THE SUPERIOR COURT

EXHIBIT A

KOJI'S JAPAN INC SETTLEMENT ADMINISTRATOR
C/O RUST CONSULTING INC-6957
PO BOX 54
MINNEAPOLIS MN 55440-0054

IMPORTANT LEGAL MATERIALS



- UAA - <<SequenceNo>>

<<Name 1>>
<<Name 2>>
<<Name 3>>
<<Name 4>>
<<Address 1>>
<<Address 2>>
<<City>> <<State>> <<Zip 10>>
<<CountryName>>

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

HEATHER TURMAN; *et al.*
Plaintiffs,
vs.
KOJI'S JAPAN, INC., *et al.*,
Defendants.

Case No. 30-2010-00425532-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO
HON. WILLIAM CLASTER, DEPT. CX104
NOTICE OF PROPOSED CLASS, COLLECTIVE
AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL FAIRNESS HEARING

YOU ARE NOT BEING SUED. YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY BE ENTITLED TO BENEFITS FROM THIS SETTLEMENT. YOUR ESTIMATED SETTLEMENT AMOUNT IS AT LEAST \$<<EstimatedAward>>. PLEASE CONTINUE READING TO LEARN HOW THIS SETTLEMENT AFFECTS YOUR RIGHTS.

Notice is hereby given that a proposed class action settlement (the "Class Settlement") has been reached between plaintiffs Heather Turman, Kimberly Dang, *et al.* ("Plaintiffs") and Defendants Koji's Japan Incorporated, dba Koji's Shabu Shabu and Koji's Sushi & Shabu Shabu ("Koji's"), and Arthur J. Parent, Jr. (together, "Defendants").

The lawsuit is a class action lawsuit entitled *Heather Turman, et al. v. Koji's Japan, et al.* (the "Litigation" or "Action"). Plaintiffs and Defendants have reached a settlement of the Litigation, and the Orange County Superior Court (the "Court") has granted preliminary approval of the settlement.

The Class Settlement will resolve all Settled Claims made against Defendants and other Released Parties, as that term is defined in the Settlement Agreement, on behalf of all employees who were employed, directly or indirectly, as non-exempt servers, hosts/hostesses, floor managers, sushi chefs, assistant general managers, bussers, dishwashers, bartenders, kitchen helpers, and "barbacks" at Koji's ("Class Positions") in the State of California during the period between November 16, 2006 and the date of Koji's restaurants' closing (the "Class Period").

A. PURPOSE OF THIS NOTICE

The Court has ordered that this Class Notice be sent to you because Defendants' records reflect that you are a member of the Class, as defined above.

The purpose of this Notice is to: (a) provide a brief description of the Litigation; (b) inform you of the proposed Settlement; and (c) discuss your rights and options with respect to the Litigation and the Settlement.

B. DESCRIPTION OF THE LITIGATION

The Lawsuit was filed in 2010 by Plaintiffs on behalf of all who were employed, directly or indirectly, by Defendants as non-exempt servers, hosts/hostesses, floor managers, sushi chefs, assistant general managers, bussers, dishwashers, bartenders, kitchen helpers, and "barbacks" during the Class Period. As alleged in the Lawsuit, Plaintiffs claim that Class Members were wrongfully denied wages, overtime compensation, and tips, meal and rest breaks, accurate wage statements, and other rights guaranteed under the California Labor Code.

The Lawsuit pleads class, collective, and representative allegations against Defendants for: (1) failure to pay overtime (violation of California Labor Code §§ 510, 1194, 1198 and IWC Wage Orders); (2) failure to pay earned wages upon discharge, waiting time penalties (violation of California Labor Code §§ 200-203); (3) failure to provide timely, accurate, itemized wage statements (violation of California Labor Code § 226); (4) failure to provide and/or authorize meal and rest periods/unpaid wages (violation of California Labor Code §§ 226.7 and 512 and IWC Wage Orders); (5) failure to compensate for all hours worked (violation of California Labor Code §§ 221 and 223 and IWC Wage Orders); (6) misappropriation of tips by employer and employer's agents (violation of California Business and Professions Code § 17200, *et seq.*); (7) failure to pay the minimum wage (violation of California Labor Code §§ 1182.11, 1182.12, 1182.13, 1194, 1197, and the California Minimum Wage Order, MW-2001); (8) failure to pay overtime and the minimum wage (violation of the Fair Labor Standards Act, 29 U.S.C. §§ 206, 207, and 216); (9) unlawful and/or unfair business practices (violation of California Business and Professions Code §§ 17200, *et seq.*); and (10) civil penalties pursuant to California Labor Code § 2698, *et seq.* (Labor Code Private Attorneys General Act of 2004). Defendants deny each and all of the claims and contentions alleged by the Plaintiffs.

The Court has made no ruling on the merits of Plaintiffs' class claims or Defendants' defenses. The Court has, however, preliminarily approved the Class Settlement between Plaintiffs and Defendants. The Court will decide whether to give final approval to the Class Settlement at a hearing scheduled for February 5, 2021, at 9:00 a.m., in Department CX104 of the Orange County Superior Court, located at Orange County Superior Court, Civil Complex Center, 751 W. Santa Blvd., Santa Ana, California 92701. If Court closures for live hearings remain in effect, the hearing may be conducted remotely – check the Court's website for updates at occourts.org.

Attorneys for the Class ("Class Counsel") in the Litigation are:

Bryan Schwartz, Esq.
BRYAN SCHWARTZ LAW
180 Grand Ave, Suite 1380
Oakland, CA 94612
Tel.: (510) 444-9300
bryan@bryanschwarzlaw.com

Defendants' counsel in the Litigation are:

Brian C. Sinclair, Esq.
RUTAN & TUCKER, LLP
611 Anton Boulevard, Fourteenth Floor
Costa Mesa, California 92626-1931
Telephone: (714) 641-5100
Facsimile: (714) 546-9035

C. YOUR OPTIONS

If you fit within the above description of the Class, you have several options. Your rights regarding each option, and the procedure you must follow to select each option, are explained below.

1. OPTION 1: Do Nothing and Remain a Member of the Class and Participate in the Settlement.

If you want to participate in the Class Settlement and receive a Settlement Payment, **DO NOT TAKE ANY ACTION.** You will automatically be included in the Settlement and will receive the Settlement Payment as detailed below. If you move, make sure you contact the Settlement Administrator at the following address or phone number:

Koji's Japan, Inc. Settlement Administrator
C/O Rust Consulting, Inc.—6957
PO Box 54
Minneapolis, MN 55440-0054
Telephone: (877) 552-1276
Email: contact@kojisjapansettlement.com

YOUR MINIMUM SETTLEMENT AMOUNT IS \$<EstimatedAward>>. This amount is based on the number of shifts you worked in a Class Position during the Class Period, which is <<shifts>> shifts. The settlement amount is just an estimate of your individual class settlement payment ("Settlement Payment"), because you may receive a higher amount if not everyone cashes her/his settlement check, if individuals opt out of the Settlement, or if the Court does not approve the full requested fees, costs, or enhancements for Class Counsel and the Class Representatives. The exact Settlement Payment allocated to you will not be determined until after the Court grants final approval of the Class Settlement.

If you believe the number of shifts stated above is incorrect and you wish to challenge it, you must send the enclosed dispute form to the Settlement Administrator, stating that you believe the number of shifts is incorrect. This form must be postmarked or emailed no later than **November 14, 2020**. You must include documentary evidence sufficient to prove that Defendants' calculation of shifts for you is incorrect. You must also provide your name and telephone number. Defendants will have the right to respond to the challenge by any Class Member. The Settlement Administrator will resolve the challenge and make a final and binding determination without hearing or right of appeal. The Settlement Administrator's determination will be subject to review by the Court at the time of the final approval hearing. If you want confirmation that your correspondence has been received by the Settlement Administrator, you may send your letter by certified U.S. Mail with a return receipt request.

If you choose to participate in the Class Settlement, you will be bound by all the terms set forth in the Class Settlement, including a full release of claims for the matters being settled in this Action.

2. OPTION 2: Opt Out of the Class and Receive Nothing Under the Class Settlement.

If you do not want to remain a member of the Class, you can request exclusion from the Class (i.e., "opt out"). You can opt out of the Class by sending a request to the Settlement Administrator at the above-stated address or email address. The Opt-Out must be **postmarked** or emailed no later than **November 14, 2020**. Your request to Opt-Out must include a statement saying words to the effect that you wish to opt out of the Settlement.

If you opt out of the Class, you will no longer be a member of the Class, you will be barred from participating in this Class Settlement, you will receive **NO** Settlement Payment or other benefit from this Class Settlement (except as described below in the following paragraph regarding PAGA). By opting out of the Class, you will retain whatever individual rights or claims you may have, if any, against Defendants, and you will be free to pursue them on an individual basis, if you choose to do so.

If you opt out of the Class, you will still be considered an Aggrieved Employee (as defined in ¶ 2 of the Settlement: all Class Members who worked for Koji's at any time from November 16, 2009 through the date the Koji's restaurants closed) and will still receive your portion of the \$12,500 PAGA payment for Aggrieved Employees. You will also release your PAGA claims.

3. OPTION 3: Object to the Settlement.

If you are a Class Member who does not opt out of the Class Settlement, you may object to the Class Settlement, personally or through an attorney, by submitting your objection to the Settlement Administrator (Rust Consulting), at the address set forth above. All written objections must be signed and must contain your address, telephone number and a reference to the case name and number. All objections must be postmarked on or before **October 30, 2020**. Your written objection should clearly explain why you object to the Class Settlement and must state whether you (or someone on your behalf) intend to appear at the final fairness hearing on February 5, 2021. If you object to the Class Settlement and if the Court approves the Class Settlement as set forth in the Settlement Agreement, you will be bound by the terms of the Class Settlement in the same way as a Class Member who does not object.

D. SUMMARY OF TERMS OF SETTLEMENT

The principal terms of the Class Settlement reached between Plaintiffs and Defendants are summarized below.

1. Settlement Terms

The Settlement provides that Defendants will pay \$2,200,000 (the "Settlement Amount") to resolve all class claims asserted in the Action, enhancement awards, and Class Counsel's attorneys' fees and costs, as described more fully below.

- Attorneys' Fees and Costs. Class Counsel will apply to the Court for an award of attorneys' fees of no more than \$1,040,000, which is approximately 47% of the Settlement Amount. In addition, Class Counsel will seek reimbursement of costs of no more than \$160,000, as well as settlement administration costs of \$20,000. The attorneys' fees and costs will be paid out of the Settlement Amount.
- Named Plaintiff and Declarant Enhancement Award. Plaintiffs will request enhancement awards of \$100,000 total to be distributed among the named plaintiffs and declarants. The enhancement award will be paid out of the Settlement Amount.
- PAGA Payment. Plaintiffs will request a \$50,000 payment allocation for claims asserted under PAGA. The Parties agree that 75% of the PAGA Payment (\$37,500) will be paid to the Labor & Workforce Development Agency and 25% (\$12,500) will be distributed among the Aggrieved Employees.
- Payments to Participating Class Members. After the deductions from the total Settlement Amount, the remaining amount of approximately \$830,000 will remain to be distributed to Participating Class Members based on each Class Member's shifts worked during the Class Period. The remaining amount of \$830,000 will be distributed to Participating Class Members via U.S Mail in the form of a check. If more than \$10,000 of the initial class payments are uncashed after 90 days, there will be a second, *pro rata* distribution to those Class Members who cashed their checks; if less than \$10,000 of the initial class payments are uncashed, or any of the second checks are uncashed, any checks that remain uncashed after 90 days will be voided and the amount will be allocated to Wage Justice Center in Los Angeles, CA, a suitable *cy pres* recipient following California's standards.

Settlement Payment to You: Section C of this Notice includes the minimum amount that you are entitled to receive under the Class Settlement. The individual settlement payments to Class Members will vary based on a number of factors, including the number of Class Members who participate. The Settlement Payment will be mailed to you within approximately 90 days of the Court's Order granting final approval of the Class Settlement. If you change your address, please notify the Settlement Administrator.

Taxes: For purposes of this settlement, \$100,000 of the Net Settlement Fund (to be distributed among all class members) will be considered wages and you will receive a W-2 Form for the amount you receive from that portion (roughly 12% of your total allocation). Of the remaining settlement payment, 50% will be considered interest and 50% will be considered penalties. Prior to mailing your Settlement Payment, the Settlement Administrator will calculate and deduct from your Settlement Payment an amount necessary to pay the required withholdings and taxes, including employee payroll taxes. The Settlement Administrator will remit that money to the appropriate governmental agencies. The Settlement Administrator will also issue you appropriate tax forms, including an IRS Form 1099 and W-2 Form. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Employer-side payroll taxes (e.g., FUTA, FICA, FICAMED, and SUTA) will be paid by Defendants separate from and in addition to the Settlement Amount. They will not be paid out of the Settlement Amount.

2. Release

The Settlement provides that each Class Member who does not opt out of the Settlement fully releases and discharges Defendants and the Released Parties (as defined in the Settlement Agreement) from any and all wage-and-hour and Labor Code claims, known or unknown, contingent or accrued, against Defendants and the Released Parties that arose during the Class Period and have been, or could have been, asserted against Defendants or any of the other Released Parties and that arise from the facts, matters, transactions or occurrences alleged in the Action. Without limiting the foregoing, and in addition to the foregoing, the Settled Claims include claims for failure to pay overtime; failure to pay earned wages upon discharge, waiting time penalties; failure to provide timely, accurate, itemized wage statements; failure to provide and/or authorize meal and rest periods/unpaid wages; failure to compensate for all hours worked; misappropriation of tips by employer and employer's agents; failure to pay the minimum wage; retaliation for protected activity; violations of California Labor Code §§ 200, 201, 202, 203, 204, 218, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 350, 351, 510, 512, 558, 1174, 1182.11, 1182.12, 1182.13, 1194, 1194.2, 1197, 1197.1, 1198, the applicable California Wage Orders, and all related or corresponding federal laws, including the Fair Labor Standards Act; and violation of California Business and Professions Code Section 17200 *et seq.* In addition, with respect to Aggrieved Employees, as defined in ¶ 2 of the Settlement, the Settled Claims include claims under California Labor Code sections 2698 *et seq.* that arose during the PAGA Period, as defined in ¶ 29(d)-(e) of the Settlement.

A complete statement of the release of claims is contained in the Settlement Agreement and is binding on all Class Members who do not opt out of the Class Settlement. A copy of the Settlement Agreement may be obtained from the Settlement Administrator or viewed on Class Counsel's website, at: www.bryanschwartzlaw.com/turmansettlement.

3. Conditions of The Settlement

The Class Settlement is conditioned upon the Court entering an Order at or following the final fairness hearing approving the Class Settlement as fair, reasonable, and adequate and in the best interests of the Class.

4. No Admission of Liability

Defendants do not admit any wrongdoing or liability, and specifically deny any liability or wrongdoing. The Class Settlement reflects a compromise of disputed claims and does not mean that Defendants violated any state wage requirements or are liable for any of the allegations made by Plaintiffs.

E. FAIRNESS HEARING ON PROPOSED SETTLEMENT

You are not required to attend the final fairness hearing or file an objection, although you may do both. The final fairness hearing on the fairness and adequacy of the Class Settlement, the plan of distribution, costs of administration, the enhancement awards to Plaintiffs, and Class Counsel's request for attorneys' fees and costs will be held on **February 5, 2021** at 9:00 a.m., in Department CX-104 of the Orange County Superior Court, Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The final fairness hearing may be continued to another date without further notice, or held with only remote access. If you plan to attend the final fairness hearing, you may contact Class Counsel to confirm the date and time, and be sure to check the Court's website, occourts.org, for updates.

Any Class Member who does not object in the manner provided above shall be deemed to have approved the Settlement and to have waived any objections, and shall be forever foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the plan of distribution, the payment of attorneys' fees and costs, the administration process, the enhancement award to Named Plaintiffs, or any other aspect of the Settlement. If the Settlement is not approved, the Action will continue to be prepared for trial, or other judicial resolution.

E. ADDITIONAL INFORMATION

This Notice only summarizes the Lawsuit and the Class Settlement. For more information, you may inspect the Court files at the Orange County Superior Court, Civil Complex Center, 751 W. Santa Ana Boulevard, Santa Ana, California 92701, from 8:00 a.m. to 4:00 p.m., Monday through Friday (assuming the Court is open to the public – for more information, please visit <http://www.occourts.org/media-relations/CoronaVirusUpdate.html>) or you can view the case records online at the court's website: <https://www.occourts.org/online-services/case-access/>. Click "Civil Case & Document Access", then click "Accept Terms". Follow the instructions for submitting the Case Number: 30-2010-00425532-CU-OE-CXC, the Year Filed: 2010. Then click "search" to view the case record. Any questions regarding this Class Notice or the Action may be directed to the Settlement Administrator at the above address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact Class Counsel at the address and telephone number set forth above.

If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

KOJI'S JAPAN INC SETTLEMENT ADMINISTRATOR
C/O RUST CONSULTING INC-6957
PO BOX 54
MINNEAPOLIS MN 55440-0054

MATERIALES LEGALES IMPORTANTES



- <<SequenceNo>>

<<Name 1>>
<<Name 2>>
<<Name 3>>
<<Name 4>>
<<Address 1>>
<<Address 2>>
<<City>> <<State>> <<Zip 10>>
<<CountryName>>

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

HEATHER TURMAN, *et al.*

Plaintiffs,

vs.

KOJI'S JAPAN, INC., *et al.*,

Defendants.

Case No. 30-2010-00425532-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO
HON. WILLIAM CLASTER, DEPT. CX104

NOTICE OF PROPOSED CLASS, COLLECTIVE
AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL FAIRNESS HEARING

YOU ARE NOT BEING SUED. YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY BE ENTITLED TO BENEFITS FROM THIS SETTLEMENT. YOUR ESTIMATED SETTLEMENT AMOUNT IS AT LEAST \$<<EstimatedAward>>. PLEASE CONTINUE READING TO LEARN HOW THIS SETTLEMENT AFFECTS YOUR RIGHTS.

Notice is hereby given that a proposed class action settlement (the "Class Settlement") has been reached between plaintiffs Heather Turman, Kimberly Dang, *et al.* ("Plaintiffs") and Defendants Koji's Japan Incorporated, dba Koji's Shabu Shabu and Koji's Sushi & Shabu Shabu ("Koji's"), and Arthur J. Parent, Jr. (together, "Defendants").

The lawsuit is a class action lawsuit entitled *Heather Turman, et al. v. Koji's Japan, et al.* (the "Litigation" or "Action"). Plaintiffs and Defendants have reached a settlement of the Litigation, and the Orange County Superior Court (the "Court") has granted preliminary approval of the settlement.

The Class Settlement will resolve all Settled Claims made against Defendants and other Released Parties, as that term is defined in the Settlement Agreement, on behalf of all employees who were employed, directly or indirectly, as non-exempt servers, hosts/hostesses, floor managers, sushi chefs, assistant general managers, bussers, dishwashers, bartenders, kitchen helpers, and "barbacks" at Koji's ("Class Positions") in the State of California during the period between November 16, 2006 and the date of Koji's restaurants' closing (the "Class Period").

A. PURPOSE OF THIS NOTICE

The Court has ordered that this Class Notice be sent to you because Defendants' records reflect that you are a member of the Class, as defined above.

The purpose of this Notice is to: (a) provide a brief description of the Litigation; (b) inform you of the proposed Settlement; and (c) discuss your rights and options with respect to the Litigation and the Settlement.

B. DESCRIPTION OF THE LITIGATION

The Lawsuit was filed in 2010 by Plaintiffs on behalf of all who were employed, directly or indirectly, by Defendants as non-exempt servers, hosts/hostesses, floor managers, sushi chefs, assistant general managers, bussers, dishwashers, bartenders, kitchen helpers, and "barbacks" during the Class Period. As alleged in the Lawsuit, Plaintiffs claim that Class Members were wrongfully denied wages, overtime compensation, and tips, meal and rest breaks, accurate wage statements, and other rights guaranteed under the California Labor Code.

The Lawsuit pleads class, collective, and representative allegations against Defendants for: (1) failure to pay overtime (violation of California Labor Code §§ 510, 1194, 1198 and IWC Wage Orders); (2) failure to pay earned wages upon discharge, waiting time penalties (violation of California Labor Code §§ 200-203); (3) failure to provide timely, accurate, itemized wage statements (violation of California Labor Code § 226); (4) failure to provide and/or authorize meal and rest periods/unpaid wages (violation of California Labor Code §§ 226.7 and 512 and IWC Wage Orders); (5) failure to compensate for all hours worked (violation of California Labor Code §§ 221 and 223 and IWC Wage Orders); (6) misappropriation of tips by employer and employer's agents (violation of California Business and Professions Code § 17200, *et seq.*); (7) failure to pay the minimum wage (violation of California Labor Code §§ 1182.11, 1182.12, 1182.13, 1194, 1197, and the California Minimum Wage Order, MW-2001); (8) failure to pay overtime and the minimum wage (violation of the Fair Labor Standards Act, 29 U.S.C. §§ 206, 207, and 216); (9) unlawful and/or unfair business practices (violation of California Business and Professions Code §§ 17200, *et seq.*); and (10) civil penalties pursuant to California Labor Code § 2698, *et seq.* (Labor Code Private Attorneys General Act of 2004). Defendants deny each and all of the claims and contentions alleged by the Plaintiffs.

The Court has made no ruling on the merits of Plaintiffs' class claims or Defendants' defenses. The Court has, however, preliminarily approved the Class Settlement between Plaintiffs and Defendants. The Court will decide whether to give final approval to the Class Settlement at a hearing scheduled for February 5, 2021, at 9:00 a.m., in Department CX104 of the Orange County Superior Court, located at Orange County Superior Court, Civil Complex Center, 751 W. Santa Blvd., Santa Ana, California 92701. If Court closures for live hearings remain in effect, the hearing may be conducted remotely – check the Court's website for updates at occourts.org.

Attorneys for the Class ("Class Counsel") in the Litigation are:

Bryan Schwartz, Esq.
BRYAN SCHWARTZ LAW
180 Grand Ave, Suite 1380
Oakland, CA 94612
Tel.: (510) 444-9300
bryan@bryanschwartzlaw.com

Defendants' counsel in the Litigation are:

Brian C. Sinclair, Esq.
RUTAN & TUCKER, LLP
611 Anton Boulevard, Fourteenth Floor
Costa Mesa, California 92626-1931
Telephone: (714) 641-5100
Facsimile: (714) 546-9035

C. YOUR OPTIONS

If you fit within the above description of the Class, you have several options. Your rights regarding each option, and the procedure you must follow to select each option, are explained below.

1. OPTION 1: Do Nothing and Remain a Member of the Class and Participate in the Settlement.

If you want to participate in the Class Settlement and receive a Settlement Payment, **DO NOT TAKE ANY ACTION.** You will automatically be included in the Settlement and will receive the Settlement Payment as detailed below. If you move, make sure you contact the Settlement Administrator at the following address or phone number:

Koji's Japan, Inc. Settlement Administrator
C/O Rust Consulting, Inc.—6957
PO Box 54
Minneapolis, MN 55440-0054
Telephone: (877) 552-1276
Email: contact@kojisjapansettlement.com

YOUR MINIMUM SETTLEMENT AMOUNT IS \$ <<EstimatedAward>>. This amount is based on the number of shifts you worked in a Class Position during the Class Period, which is <<shifts>> shifts. The settlement amount is just an estimate of your individual class settlement payment ("Settlement Payment"), because you may receive a higher amount if not everyone cashes her/his settlement check, if individuals opt out of the Settlement, or if the Court does not approve the full requested fees, costs, or enhancements for Class Counsel and the Class Representatives. The exact Settlement Payment allocated to you will not be determined until after the Court grants final approval of the Class Settlement.

If you believe the number of shifts stated above is incorrect and you wish to challenge it, you must send the enclosed dispute form to the Settlement Administrator, stating that you believe the number of shifts is incorrect. This form must be postmarked or emailed no later than **November 14, 2020**. You must include documentary evidence sufficient to prove that Defendants' calculation of shifts for you is incorrect. You must also provide your name and telephone number. Defendants will have the right to respond to the challenge by any Class Member. The Settlement Administrator will resolve the challenge and make a final and binding determination without hearing or right of appeal. The Settlement Administrator's determination will be subject to review by the Court at the time of the final approval hearing. If you want confirmation that your correspondence has been received by the Settlement Administrator, you may send your letter by certified U.S. Mail with a return receipt request.

If you choose to participate in the Class Settlement, you will be bound by all the terms set forth in the Class Settlement, including a full release of claims for the matters being settled in this Action.

2. OPTION 2: Opt Out of the Class and Receive Nothing Under the Class Settlement.

If you do not want to remain a member of the Class, you can request exclusion from the Class (i.e., "opt out"). You can opt out of the Class by sending a request to the Settlement Administrator at the above-stated address or email address. The Opt-Out must be **postmarked** or emailed no later than **November 14, 2020**. Your request to Opt-Out must include a statement saying words to the effect that you wish to opt out of the Settlement.

If you opt out of the Class, you will no longer be a member of the Class, you will be barred from participating in this Class Settlement, you will receive **NO** Settlement Payment or other benefit from this Class Settlement (except as described below in the following paragraph regarding PAGA). By opting out of the Class, you will retain whatever individual rights or claims you may have, if any, against Defendants, and you will be free to pursue them on an individual basis, if you choose to do so.

If you opt out of the Class, you will still be considered an Aggrieved Employee (as defined in ¶ 2 of the Settlement: all Class Members who worked for Koji's at any time from November 16, 2009 through the date the Koji's restaurants closed) and will still receive your portion of the \$12,500 PAGA payment for Aggrieved Employees. You will also release your PAGA claims.

3. OPTION 3: Object to the Settlement.

If you are a Class Member who does not opt out of the Class Settlement, you may object to the Class Settlement, personally or through an attorney, by submitting your objection to the Settlement Administrator (Rust Consulting), at the address set forth above. All written objections must be signed and must contain your address, telephone number and a reference to the case name and number. All objections must be postmarked on or before **October 30, 2020**. Your written objection should clearly explain why you object to the Class Settlement and must state whether you (or someone on your behalf) intend to appear at the final fairness hearing on February 5, 2021. If you object to the Class Settlement and if the Court approves the Class Settlement as set forth in the Settlement Agreement, you will be bound by the terms of the Class Settlement in the same way as a Class Member who does not object.

D. SUMMARY OF TERMS OF SETTLEMENT

The principal terms of the Class Settlement reached between Plaintiffs and Defendants are summarized below.

1. Settlement Terms

The Settlement provides that Defendants will pay \$2,200,000 (the "Settlement Amount") to resolve all class claims asserted in the Action, enhancement awards, and Class Counsel's attorneys' fees and costs, as described more fully below.

- Attorneys' Fees and Costs. Class Counsel will apply to the Court for an award of attorneys' fees of no more than \$1,040,000, which is approximately 47% of the Settlement Amount. In addition, Class Counsel will seek reimbursement of costs of no more than \$160,000, as well as settlement administration costs of \$20,000. The attorneys' fees and costs will be paid out of the Settlement Amount.
- Named Plaintiff and Declarant Enhancement Award. Plaintiffs will request enhancement awards of \$100,000 total to be distributed among the named plaintiffs and declarants. The enhancement award will be paid out of the Settlement Amount.
- PAGA Payment. Plaintiffs will request a \$50,000 payment allocation for claims asserted under PAGA. The Parties agree that 75% of the PAGA Payment (\$37,500) will be paid to the Labor & Workforce Development Agency and 25% (\$12,500) will be distributed among the Aggrieved Employees.
- Payments to Participating Class Members. After the deductions from the total Settlement Amount, the remaining amount of approximately \$830,000 will remain to be distributed to Participating Class Members based on each Class Member's shifts worked during the Class Period. The remaining amount of \$830,000 will be distributed to Participating Class Members via U.S Mail in the form of a check. If more than \$10,000 of the initial class payments are uncashed after 90 days, there will be a second, *pro rata* distribution to those Class Members who cashed their checks; if less than \$10,000 of the initial class payments are uncashed, or any of the second checks are uncashed, any checks that remain uncashed after 90 days will be voided and the amount will be allocated to Wage Justice Center in Los Angeles, CA, a suitable *cy pres* recipient following California's standards.

Settlement Payment to You: Section C of this Notice includes the minimum amount that you are entitled to receive under the Class Settlement. The individual settlement payments to Class Members will vary based on a number of factors, including the number of Class Members who participate. The Settlement Payment will be mailed to you within approximately 90 days of the Court's Order granting final approval of the Class Settlement. If you change your address, please notify the Settlement Administrator.

Taxes: For purposes of this settlement, \$100,000 of the Net Settlement Fund (to be distributed among all class members) will be considered wages and you will receive a W-2 Form for the amount you receive from that portion (roughly 12% of your total allocation). Of the remaining settlement payment, 50% will be considered interest and 50% will be considered penalties. Prior to mailing your Settlement Payment, the Settlement Administrator will calculate and deduct from your Settlement Payment an amount necessary to pay the required withholdings and taxes, including employee payroll taxes. The Settlement Administrator will remit that money to the appropriate governmental agencies. The Settlement Administrator will also issue you appropriate tax forms, including an IRS Form 1099 and W-2 Form. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Employer-side payroll taxes (e.g., FUTA, FICA, FICAMED, and SUTA) will be paid by Defendants separate from and in addition to the Settlement Amount. They will not be paid out of the Settlement Amount.

2. Release

The Settlement provides that each Class Member who does not opt out of the Settlement fully releases and discharges Defendants and the Released Parties (as defined in the Settlement Agreement) from any and all wage-and-hour and Labor Code claims, known or unknown, contingent or accrued, against Defendants and the Released Parties that arose during the Class Period and have been, or could have been, asserted against Defendants or any of the other Released Parties and that arise from the facts, matters, transactions or occurrences alleged in the Action. Without limiting the foregoing, and in addition to the foregoing, the Settled Claims include claims for failure to pay overtime; failure to pay earned wages upon discharge, waiting time penalties; failure to provide timely, accurate, itemized wage statements; failure to provide and/or authorize meal and rest periods/unpaid wages; failure to compensate for all hours worked; misappropriation of tips by employer and employer's agents; failure to pay the minimum wage; retaliation for protected activity; violations of California Labor Code §§ 200, 201, 202, 203, 204, 218, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 350, 351, 510, 512, 558, 1174, 1182.11, 1182.12, 1182.13, 1194, 1194.2, 1197, 1197.1, 1198, the applicable California Wage Orders, and all related or corresponding federal laws, including the Fair Labor Standards Act; and violation of California Business and Professions Code Section 17200 *et seq.* In addition, with respect to Aggrieved Employees, as defined in ¶ 2 of the Settlement, the Settled Claims include claims under California Labor Code sections 2698 *et seq.* that arose during the PAGA Period, as defined in ¶ 29(d)-(e) of the Settlement.

A complete statement of the release of claims is contained in the Settlement Agreement and is binding on all Class Members who do not opt out of the Class Settlement. A copy of the Settlement Agreement may be obtained from the Settlement Administrator or viewed on Class Counsel's website, at: www.bryanschwartzlaw.com/turmansettlement.

3. Conditions of The Settlement

The Class Settlement is conditioned upon the Court entering an Order at or following the final fairness hearing approving the Class Settlement as fair, reasonable, and adequate and in the best interests of the Class.

4. No Admission of Liability

Defendants do not admit any wrongdoing or liability, and specifically deny any liability or wrongdoing. The Class Settlement reflects a compromise of disputed claims and does not mean that Defendants violated any state wage requirements or are liable for any of the allegations made by Plaintiffs.

E. FAIRNESS HEARING ON PROPOSED SETTLEMENT

You are not required to attend the final fairness hearing or file an objection, although you may do both. The final fairness hearing on the fairness and adequacy of the Class Settlement, the plan of distribution, costs of administration, the enhancement awards to Plaintiffs, and Class Counsel's request for attorneys' fees and costs will be held on **February 5, 2021** at 9:00 a.m., in Department CX-104 of the Orange County Superior Court, Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The final fairness hearing may be continued to another date without further notice, or held with only remote access. If you plan to attend the final fairness hearing, you may contact Class Counsel to confirm the date and time, and be sure to check the Court's website, occourts.org, for updates.

Any Class Member who does not object in the manner provided above shall be deemed to have approved the Settlement and to have waived any objections, and shall be forever foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the plan of distribution, the payment of attorneys' fees and costs, the administration process, the enhancement award to Named Plaintiffs, or any other aspect of the Settlement. If the Settlement is not approved, the Action will continue to be prepared for trial, or other judicial resolution.

E. ADDITIONAL INFORMATION

This Notice only summarizes the Lawsuit and the Class Settlement. For more information, you may inspect the Court files at the Orange County Superior Court, Civil Complex Center, 751 W. Santa Ana Boulevard, Santa Ana, California 92701, from 8:00 a.m. to 4:00 p.m., Monday through Friday (assuming the Court is open to the public – for more information, please visit <http://www.occourts.org/media-relations/CoronaVirusUpdate.html>) or you can view the case records online at the court's website: <https://www.occourts.org/online-services/case-access/>. Click "Civil Case & Document Access", then click "Accept Terms". Follow the instructions for submitting the Case Number: 30-2010-00425532-CU-OE-CXC, the Year Filed: 2010. Then click "search" to view the case record. Any questions regarding this Class Notice or the Action may be directed to the Settlement Administrator at the above address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact Class Counsel at the address and telephone number set forth above.

If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

KOJI'S JAPAN INC SETTLEMENT ADMINISTRATOR
C/O RUST CONSULTING INC-6957
PO BOX 54
MINNEAPOLIS MN 55440-0054

FOR OFFICIAL USE ONLY
01

IMPORTANT LEGAL MATERIALS



<<Name 1>>
<<Name 2>>
<<Name 3>>
<<Name 4>>
<<Address 1>>
<<Address 2>>
<<City>> <<State>> <<Zip 10>>
<<CountryName>>

If the pre-printed information to the left is not correct or if there is no pre-printed information, please check the box and complete the information below.

Name: _____
Address: _____
City: _____
State: _____ Zip Code: _____
Email: _____

DISPUTE FORM

Heather Turman, et al. v. Koji's Japan, Inc., et al.
Orange County Superior Court, Case No. 30-2010-00425532-CU-OE-CXC

If your name or address is different from those shown above, print corrections on the lines to the right.

Your estimated settlement amount (shown below) is based on your shifts worked during the Class Period. Your estimated settlement amount is a proportion of the total number of shifts worked by all Class Members.

Class Period: November 16, 2006 - Covered Period End Date

Shifts: <<Shifts>>

Estimated Settlement Amount: \$<<EstimatedAward>>

Your actual settlement amount may be higher or lower based on the number of Class Members who opt-out, or fail to cash settlement checks, the Court's rulings related to fees, costs, incentive payment, and other factors. Unless you believe that any information above is inaccurate, you do not need to do anything to receive your settlement amount.

DO NOT fill out the portion below or return this form UNLESS you believe any of the information regarding your shifts worked above is not accurate or your address is incorrect.

If you would like to dispute the above information, please sign and date the below, and mail it to the Settlement Administrator along with supporting evidence or information on or before **November 14, 2020**.

OPTION TO DISPUTE

I wish to dispute the shifts worked data above. I believe that I worked _____ shifts for Koji's Japan, Inc. during the Class Period. I have enclosed documentation [such as pay stubs, emails, and/or text messages] substantiating my dispute. I **recognize that my dispute will not be reviewed without evidence to support my dispute.** I understand that by submitting this dispute, the Settlement Administrator will review any relevant records and make a determination based on those records and the evidence that I submit, and that this determination will be final and binding.

Signature: _____ Date: _____

Printed Name: _____ Telephone Number: (____) _____

YOU MUST MAIL OR EMAIL THIS DISPUTE FORM BY NOVEMBER 14, 2020 TO THE FOLLOWING ADDRESS:

**Koji's Japan, Inc. Settlement Administrator
C/O Rust Consulting, Inc. - 6957
PO Box 54
Minneapolis, MN 55440-0054
Email: contact@kojisjapansettlement.com**

If you want confirmation that your correspondence has been received by the Settlement Administrator, you may send your letter by certified U.S. Mail with a return receipt request.



KOJI'S JAPAN INC SETTLEMENT ADMINISTRATOR
C/O RUST CONSULTING INC-6957
PO BOX 54
MINNEAPOLIS MN 55440-0054

PARA EL USO OFICIAL SÓLO
01

MATERIALES LEGALES IMPORTANTES



<<Name 1>>
<<Name 2>>
<<Name 3>>
<<Name 4>>
<<Address 1>>
<<Address 2>>
<<City>> <<State>> <<Zip 10>>
<<CountryName>>

Si la información pre-impresa a la izquierda no es correcta o si no hay información pre-impresa, por favor marque la casilla y complete la siguiente información:

Nombre: _____
Dirección: _____
Ciudad: _____
Estado: _____ Código Postal: _____
Email: _____

DISPUTE FORM

Heather Turman, et al. v. Koji's Japan, Inc., et al.
Orange County Superior Court, Case No. 30-2010-00425532-CU-OE-CXC

If your name or address is different from those shown above, print corrections on the lines to the right.

Your estimated settlement amount (shown below) is based on your shifts worked during the Class Period. Your estimated settlement amount is a proportion of the total number of shifts worked by all Class Members.

Class Period: November 16, 2006 – Covered Period End Date

Shifts: <<Shifts>>

Estimated Settlement Amount: \$<<EstimatedAward>>

Your actual settlement amount may be higher or lower based on the number of Class Members who opt-out, or fail to cash settlement checks, the Court's rulings related to fees, costs, incentive payment, and other factors. Unless you believe that any information above is inaccurate, you do not need to do anything to receive your settlement amount.

DO NOT fill out the portion below or return this form UNLESS you believe any of the information regarding your shifts worked above is not accurate or your address is incorrect.

If you would like to dispute the above information, please sign and date the below, and mail it to the Settlement Administrator along with supporting evidence or information on or before **November 14, 2020**.

OPTION TO DISPUTE

I wish to dispute the shifts worked data above. I believe that I worked _____ shifts for Koji's Japan, Inc. during the Class Period. I have enclosed documentation [such as pay stubs, emails, and/or text messages] substantiating my dispute. I **recognize that my dispute will not be reviewed without evidence to support my dispute.** I understand that by submitting this dispute, the Settlement Administrator will review any relevant records and make a determination based on those records and the evidence that I submit, and that this determination will be final and binding.

Signature: _____ Date: _____

Printed Name: _____ Telephone Number: (____) _____

YOU MUST MAIL OR EMAIL THIS DISPUTE FORM BY NOVEMBER 14, 2020 TO THE FOLLOWING ADDRESS:

**Koji's Japan, Inc. Settlement Administrator
C/O Rust Consulting, Inc. - 6957
PO Box 54
Minneapolis, MN 55440-0054
Email: contact@kojisjapansettlement.com**

If you want confirmation that your correspondence has been received by the Settlement Administrator, you may send your letter by certified U.S. Mail with a return receipt request.



KOJI'S JAPAN INC SETTLEMENT ADMINISTRATOR
C/O RUST CONSULTING INC-6957
PO BOX 54
MINNEAPOLIS MN 55440-0054

FOR OFFICIAL USE ONLY
08

IMPORTANT LEGAL MATERIALS



<<Name 1>>
<<Name 2>>
<<Name 3>>
<<Name 4>>
<<Address 1>>
<<Address 2>>
<<City>> <<State>> <<Zip 10>>
<<CountryName>>

REQUEST TO OPT OUT OF CLASS ACTION SETTLEMENT

Heather Turman, et al. v. Koji's Japan, Inc., et al., Case No: 30-2010-00425532-CU-OE-CXC
Superior Court of the State of California, For the County of Orange

1. I, _____, wish to opt out of the *Turman v. Koji's* Class Action Settlement.
2. I understand that by opting out, I will no longer be part of the Settlement Class and will not be able to receive any compensation as a result of this case.

Signature: _____ Date: _____

Printed Name: _____

Street Address: _____

City/State/Zip Code: _____

Telephone Number: (_____) _____



KOJI'S JAPAN INC SETTLEMENT ADMINISTRATOR
C/O RUST CONSULTING INC-6957
PO BOX 54
MINNEAPOLIS MN 55440-0054

PARA EL USO OFICIAL SÓLO

08

Página 1 de 1

IMPORTANT LEGAL MATERIALS



- <<SequenceNo>>

<<Name 1>>
<<Name 2>>
<<Name 3>>
<<Name 4>>
<<Address 1>>
<<Address 2>>
<<City>> <<State>> <<Zip 10>>
<<CountryName>>

REQUEST TO OPT OUT OF CLASS ACTION SETTLEMENT

Heather Turman, et al. v. Koji's Japan, Inc., et al., Case No: 30-2010-00425532-CU-OE-CXC
Superior Court of the State of California, For the County of Orange

1. I, _____, wish to opt out of the *Turman v. Koji's* Class Action Settlement.
2. I understand that by opting out, I will no longer be part of the Settlement Class and will not be able to receive any compensation as a result of this case.

Signature: _____

Date: _____

Printed Name: _____

Street Address: _____

City/State/Zip Code: _____

Telephone Number: (____) _____

