

1 **LAW OFFICE OF SCOTT ERNEST WHEELER**

2 Scott Ernest Wheeler (SBN 187998)
3 250 West First Street, Suite 216
4 Claremont, California 91711
5 Telephone: (909) 621-4988
6 Facsimile: (909) 621-4622
7 Email: sew@scottwheelerlawoffice.com

8 *Attorney for Plaintiff and the Putative Class*

9 **LAW OFFICE OF GENE H. SHIODA**

10 Gene H. Shioda (SBN 186780)
11 James A. Kim (SBN 220763)
12 5901 West Century Boulevard, Suite 750
13 Los Angeles, California 90045
14 Telephone: (310) 348-7222
15 Facsimile: (310) 348-7220
16 Email: ghs@shiodakim.com
17 Email: jak@shiodakim.com

18 *Attorneys for Defendant, Cross-Complainant*
19 *and Cross-Defendant, Myojo USA, Inc.*

20 (Additional Counsel Listed on Following Page)

21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

22 **COUNTY OF SAN BERNARDINO – SAN BERNARDINO JUSTICE CENTER**

23 MARIA VILLEGAS, individually, and on
24 behalf of all others similarly situated,

25 Plaintiff,

26 v.

27 MYOJO USA, INC., a corporation;
28 SQUARE ONE STAFFING; and DOES 1
through 50, inclusive,

Defendants.

And All Related Actions.

CASE NO. CIVDS 2020848

[Hon. David Cohn, Dept. S-26]

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE**

Action Filed: September 25, 2020

Trial Date: None Set

1 **KOREY RICHARDSON LLP**
Ronald Z. Gomez (SBN 229708)
2 1055 Wilshire Blvd., Suite 1690
Los Angeles, California 90017
3 Telephone: (213) 372-7075
Facsimile: (213) 372-7076

4 *Attorneys for Defendant, Cross-Complainant*
5 *and Cross-Defendant, Square One Staffing*

1 This Wage and Hour Class Action and PAGA Action (“Action”) Settlement and Release
2 Agreement (“Settlement Agreement”) is entered into by and between Plaintiff Maria Villegas
3 (“Plaintiff”), on behalf of herself and the Class Action and PAGA Action members, on the one hand,
4 and Defendants Myojo USA, Inc., Square One Staffing, and the Released Parties (collectively
5 “Defendants”), on the other hand. Plaintiff and Defendants are collectively referred to herein as
6 “Parties” and individually referred to herein as “Party.”

7 In consideration of the mutual covenants, promises, and agreements set forth herein, the Parties
8 agree that, pursuant to the terms and conditions set forth herein, which are subject to approval of the
9 Court, this Action and the Released Claims shall be settled and compromised as between Plaintiff and
10 the Class on the one hand and Defendants on the other hand.

11 **DEFINITIONS**

12 1. “Action” means *Villegas v. Myojo USA, Inc., et al.*, Superior Court of the State of
13 California for the County of San Bernardino, Case No. CIVDS2020848.

14 2. “Class” means: all non-exempt workers placed by Defendant Square One Staffing who
15 worked at Defendant Myojo USA, Inc., in California at any time during the Class Period.

16 3. “Class Counsel” means the Law Office of Scott Ernest Wheeler.

17 4. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and
18 resolution of this Action and Class Counsel’s expenses and costs incurred in connection with this
19 Action.

20 5. “Class Information” means information regarding Class Members that Defendants will
21 in good faith compile from its records and provide to the Settlement Administrator. It shall be
22 formatted as a Microsoft Excel spreadsheet or Microsoft Word Document and shall include: each
23 Class Member’s full name; social security number; last known address; last known telephone number;
24 and number of Compensable Work Weeks and Compensable PAGA Work Weeks.

25 6. “Class Member” means each person who is a member of the Class defined above and
26 who is eligible to participate in this Settlement.

27 7. “Class Period” means the time period from September 25, 2016 through October 22,
28 2022.

1 8. “Class Representative Service Award” means the amount that the Court authorizes to
2 be paid to Plaintiff in recognition of, *inter alia*, Plaintiff’s efforts and risks in assisting with the
3 prosecution of the Action and in return for executing a general release with Defendants.

4 9. “Compensable Work Week” or “Compensable Work Weeks” mean a reasonable
5 estimate of weeks worked by each Class Member as a non-exempt worker in California for
6 Defendants individually and collectively by all Class Members during the Class Period based on
7 Defendants’ records and used as a value to calculate Individual Settlement Payments. The number
8 of Compensable Work Weeks for each Class Member will be determined by adding all the calendar
9 days within the inclusive dates of employment for the employee and dividing that number by seven.
10 Any partial workweek will be expressed as a percentage of a full workweek. If it can be readily
11 determined, workweeks where someone was employed but did not record any hours can be excluded
12 from this calculation.

13 10. “Compensable PAGA Work Week” or “Compensable PAGA Work Weeks” means a
14 reasonable estimate of weeks worked by each PAGA Member, as a nonexempt worker in California
15 for Defendants, individually and collectively by all PAGA Members, during the period from April
16 28, 2019 through October 22, 2022, based on Defendants’ records and used as a value to calculate
17 PAGA Payments. The number of Compensable PAGA Work Weeks for each PAGA Member, will
18 be determined by adding all the calendar days within the inclusive dates of employment for the
19 employee and dividing that number by seven. Any partial workweek will be expressed as a
20 percentage of a full workweek. If it can be readily determined, workweeks where someone was
21 employed but did not record any hours can be excluded from this calculation.

22 11. “Court” means the Superior Court for the County of San Bernardino, State of
23 California.

24 12. “Defendants” means Myojo USA, Inc. and Square One Staffing.

25 13. “Effective Date” means the date on which the Superior Court’s Final Approval Order
26 and Judgment becomes final. The Superior Court’s Final Approval Order and Judgment “becomes
27 final” upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it
28 is withdrawn, then, the date that the Final Approval Order and Judgment is filed by the Court; (b) if

1 there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter,
2 then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is
3 filed by the Court; or (c) if there is an Objection to the Settlement, that is not withdrawn, and any
4 appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five
5 (65) calendar days following the date that the Final Approval Order and Judgment is filed by the
6 Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the
7 Settlement has been resolved finally and conclusively with no right to pursue further remedies or
8 relief.

9 14. "Final Approval Order and Judgment" means an order and judgment that the Court
10 will file which finally approves this Settlement and enters a judgment in favor of Plaintiff.

11 15. "Gross Settlement Amount" means the maximum amount which Defendants are
12 obligated to pay under this Settlement Agreement, which is Two Hundred and Ninety-Five Thousand
13 Dollars (\$295,000.00), subject to increase under the circumstances as set forth in paragraph 58.
14 Defendant Myojo will pay Two Hundred and Seventy Thousand Dollars (\$270,000) of the Gross
15 Settlement and Defendant Square One Staffing will pay Twenty-Five Thousand Dollars (\$25,000) of
16 the Gross Settlement. This is an "all in" non-reversionary Settlement in which Defendants are required
17 to pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert
18 to Defendants under any circumstances. Payments of any appropriate and lawfully required
19 employer's share of the payroll taxes on the taxable portion of the settlement payments shall be paid
20 separately from the Gross Settlement Amount by Defendants based on each Defendant's proportionate
21 and contributory share of the Gross Settlement Amount at the time the Gross Settlement Amount is
22 funded.

23 16. "Individual Settlement Payment" means the amount payable from the Net Settlement
24 Amount to each Settlement Class Member.

25 17. "LWDA" means the California Labor and Workforce Development Agency.

26 18. "Net Settlement Amount" means the Gross Settlement Amount, less the Class Counsel
27 Award, Class Representative Service Award, payment to the LWDA and PAGA Members for PAGA
28 penalties, and Settlement Administration Costs.

1 19. “Notice of Class Action and PAGA Settlement” means the notice, substantially in the
2 form attached hereto as **Exhibit 1**, which the Settlement Administrator will mail to each Class and
3 PAGA Member, and which explains, *inter alia*, the terms of this Settlement Agreement, the settlement
4 process, and each Class Member’s estimated Individual Settlement Payment. Notice of Class Action
5 and PAGA Settlement will be provided to the Class in English, Spanish and Mandarin.

6 20. “Operative Complaint” means the First Amended Class Action Complaint on file in
7 this action.

8 21. “Objection” means a letter or other written communication submitted by a Class
9 Member to the Settlement Administrator that contains a clear statement by the Class Member that he
10 or she is objecting to any of the terms of the Settlement.

11 22. “PAGA Member” or “PAGA Members” means any non-exempt worker who was
12 placed to work at Defendant, Myojo USA, Inc., by Defendant Square One Staffing at any time
13 during the time period of June 29, 2019 through October 22, 2022.

14 23. “Parties” means Plaintiff and Defendants, collectively, and “Party” means either
15 Plaintiff or Defendants, individually.

16 24. “Payment Ratio” means the respective Compensable Work Weeks for each Settlement
17 Class Member divided by the total Compensable Work Weeks for all Settlement Class Members.

18 25. “PAGA Payment Ratio” means the respective Compensable PAGA Work Weeks for
19 each PAGA Member divided by the total Compensable PAGA Work Weeks for all PAGA Members.

20 26. “PAGA Period” means the time period from June 29, 2019 through October 22,
21 2022.

22 27. “Plaintiff” refers to Maria Villegas.

23 28. “Preliminary Approval Date” means the date upon which the Court files an order
24 substantially in the form attached hereto as **Exhibit 2**, and which grants preliminary approval of the
25 Settlement.

26 29. “Request for Exclusion” means a letter or other written communication submitted by
27 a Class Member to the Settlement Administrator that contains a clear statement by the Class Member
28 that he or she is electing to be excluded from the Settlement.

1 30. “Released Claims by Plaintiff” is set forth in paragraph 47 below. Plaintiff releases
2 the “Released Claims by Plaintiff” as of the Effective Date of this Settlement.

3 31. “Released Claims by Settlement Class Members” means: As of the Effective Date,
4 Settlement Class Members shall fully and finally release and discharge Released Parties, from
5 September 25, 2016 through October 22, 2022 of the class and PAGA action settlement, from any and
6 all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees,
7 damages, or causes of action contingent or accrued for, that are pleaded, or that could have been
8 pleaded, based on the facts and claims alleged in the Operative Complaint, including any claims for:
9 (a) failure to provide required meal periods, California Labor Code §§ 226.7, 510 and 512; (b) failure
10 to provide required rest periods, California Labor Code §§ 226.7 and 512; (c) failure to pay overtime
11 wages, California Labor Code §§ 510, 1194 and 1198; (d) failure to pay minimum wages, California
12 Labor Code §§ 1194 and 1197; (e) failure to timely pay all wages during employment and to
13 discharged and quitting employees, California Labor Code §§ 201-204, 210; (f) failure to furnish
14 accurate, itemized wage statements, California Labor Code §§ 226 and 226.3; (g) failure to maintain
15 required records, California Labor Code §§ 226, 1174; (h) failure to reimburse for necessary
16 business expenditures, Labor Code § 2802; and (i) unlawful business practices under California,
17 Business and Professions Code §17200, et seq.; predicated on any of the violations of the California
18 Labor Code and the applicable IWC Wage Order as alleged in the Operative Complaint including but
19 not limited to, claims for restitution and other equitable relief, liquidated damages, or penalties; and
20 any other benefit, wages, penalties, or other amounts claimed on account of the allegations or the
21 primary rights asserted in the Operative Complaint. This release shall apply to any and all claims
22 arising at any point during the Class Period. Upon entry of the Final Approval Order and funding of
23 the total Gross Settlement Amount, all Participating Class Members will forever completely
24 release and discharge the Released Parties from the Released Claims for the Release Period. Plaintiff
25 and Defendants intend that the Settlement described in this Settlement Agreement will
26 release and preclude any further claim, whether by lawsuit, administrative claim or action,
27 arbitration, demand, or other action of any kind, by each and all of the Participating Class
28 Members to obtain a recovery to any and all of the Released Claims. This release excludes the release

1 of claims not otherwise permitted by law, i.e., Worker's Compensation and unemployment insurance
2 benefits.

3 32. "Released Parties" collectively mean: (i) Defendants; (ii) Defendants' respective past,
4 present and future heirs, executors, administrators, parents, subsidiaries and affiliates, successors and
5 assigns; and (iii) the past, present and future shareholders, managers, officers, directors, partners,
6 members, agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the
7 foregoing.

8 33. "Response Deadline" means forty-five (45) days after the postmark date of the Notice
9 of Class Action and PAGA Settlement that the Settlement Administrator shall mail to Class Members,
10 and the last date on which Class Members may: (a) submit a Request for Exclusion; or (b) submit an
11 Objection to the Settlement.

12 34. "Settled PAGA Claims" means as of the Effective Date, penalties only under the
13 Private Attorneys General Act ("PAGA"), based upon the Released Claims by PAGA Members that
14 serves the basis for penalties only pursuant to Labor Code § 2699 *et seq.*, for : (a) failure to provide
15 required meal periods, California Labor Code §§ 226.7, 510 and 512; (b) failure to provide required
16 rest periods, California Labor Code §§ 226.7 and 512; (c) failure to pay overtime wages, California
17 Labor Code §§ 510, 1194 and 1198; (d) failure to pay minimum wages, California Labor Code §§
18 1194 and 1197; (e) failure to timely pay all wages due during employment and to discharged and
19 quitting employees, California Labor Code §§ 201-204, 210; (f) failure to furnish accurate, itemized
20 wage statements, California Labor Code §§ 226 and 226.3; (g) failure to maintain required records,
21 California Labor Code §§ 226, 1174; (h) failure to reimburse for necessary business expenditures,
22 Labor Code § 2802; and i) failure to provide supplemental COVID-19 sick leave pursuant to
23 California Labor Code §§ 246, 248.1, 248.2, 248.3 and 248.6, predicated on the violations of the
24 California Labor Code, applicable IWC Wage Order, and primary rights alleged in Plaintiff's
25 Operative Complaint and in Plaintiff's PAGA Notice dated June 17, 2020 and amended PAGA
26 Notice dated May 27, 2022.

27 35. "Settlement" means the disposition of the Action pursuant to this Agreement.
28

36. "Settlement Administration Costs" means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement.

37. “Settlement Administrator” means Phoenix Settlement Administrators (“Phoenix”). The Settlement Administrator shall be responsible for, *inter alia*: (a) performing Mandarin and Spanish translations of the Notice of Class Action and PAGA Settlement; printing and mailing the Notice of Class Action and PAGA Settlement to the Class in English, Spanish and Mandarin; (b) receiving and reporting the Requests for Exclusion and Objections submitted by Class Members; (c) providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; (d) processing and mailing payments to Plaintiff, Class Counsel, the LWDA, and Settlement Class Members; and (e) any other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. The Parties agree that they have no financial interest or other relationship with Phoenix that could create a conflict of interest. Should a conflict of interest or other issue result in the disqualification of the selected Settlement Administrator, the Parties will meet and confer as to a suitable replacement.

38. “Settlement Class” or “Settlement Class Members” means all Class Members who have not opted out of the Class by submitting a valid and timely Request for Exclusion.

RECITALS

39. Procedural History. On September 25, 2020, Plaintiff filed a complaint against Defendants in San Bernardino Superior Court, Case No. CIVDS2020848. On February 19, 2021, Plaintiff filed her First Amended Class Action Complaint and Defendants filed their respective answers to Plaintiff's First Amended Complaint. On or about April 16, 2021, Defendant Myojo filed a cross-complaint against Defendant Square One Staffing for Breach of Contract, Indemnification and Contribution, Negligence; and Declaratory Relief. On or about June 9, 2021 Square One Staffing filed its answer to Myojo's Cross-Complaint. On or about May 19, 2021, Square One filed a cross-complaint against Defendant Myojo for Breach of Written Contract; Breach of Implied In Fact Contract, Negligence, Equitable Indemnity, Contribution, and Declaratory Relief. Defendants Myojo

1 and Square One Staffing then agreed to stay their respective cross actions pending the resolution of
2 the underlying matter.

3 40. Investigation and Discovery. The Parties have conducted significant investigation of
4 the facts and law during the prosecution of this Action and before this Settlement was reached. Such
5 discovery and investigation included, *inter alia*, the exchange of information and extensive documents
6 pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the
7 Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated the
8 law as applied to the facts of Plaintiff's claims and Defendants' potential defenses thereto.

9 41. Mediation. The Parties participated in a private mediation session with the highly
10 experienced class action mediator, Steven J. Serratore, Esq., on August 17, 2022. After a full day of
11 mediation, the parties were unable to resolve the matter and Mr. Serratore made a "Mediator's
12 Proposal". On September 22, 2022, the Parties accepted the Mediator's Proposal regarding the
13 material terms for a proposed class action and PAGA settlement that would fully resolve this matter.

14 42. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
15 expense and length of continued proceedings necessary to litigate Plaintiff's claims through trial and
16 any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of
17 further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel
18 are also aware of the burdens of proof necessary to establish liability for the claims asserted in the
19 Action, both generally and in response to Defendants' defenses thereto, and the difficulties in
20 establishing damages for the Class. Plaintiff and Class Counsel have also taken into account
21 Defendants' agreement to enter into a settlement that confers substantial relief upon the members of
22 the Class. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement
23 set forth in this Settlement Agreement is a fair, adequate, and a reasonable settlement, and is in the
24 best interests of the Class.

25 43. Defendants' Reasons for Settlement. Defendants have concluded that any further
26 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
27 Defendants' time, energy, and resources have been and, unless this Settlement is completed, will
28 continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants have also taken

1 into account the risks of further litigation in reaching their decision to enter into this Settlement. Even
2 though Defendants continue to contend that they are not liable for any of the claims alleged by Plaintiff
3 in this Action, Defendants have agreed, nonetheless, to settle in the manner and upon the terms set
4 forth in this Settlement Agreement to put to rest the claims in this Action. As to the Released Claims,
5 Defendants deny and continue to deny each of those claims, deny and continue to deny they have
6 engaged in any unlawful activity, that they have failed to comply with the law in any respect, that
7 Defendants have any liability to anyone under the claims asserted in the Action.

8 **STIPULATION AND AGREEMENT**

9 44. NOW THEREFORE, in consideration of the mutual covenants, promises, and
10 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

11 45. It is agreed by and among Plaintiff and Defendants that this Settlement shall bind the
12 Plaintiff, Settlement Class Members, and Defendants, subject to the terms and conditions hereof.

13 46. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
14 the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an
15 "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written
16 communication or disclosure between or among the Parties or their attorneys and other advisers, is or
17 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
18 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31
19 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its
20 own, independent legal and tax counsel for advice (including tax advice) in connection with this
21 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
22 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
23 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
24 that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party
25 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
26 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
27 acknowledging party of the tax treatment or tax structure of any transaction, including any transaction
28 contemplated by this Agreement.

1 47. Released Claims by Plaintiff. As of the Effective Date, Plaintiff, as a Class Member,
2 agrees to the Release of Claims by Settlement Class Members, which is set forth in paragraph 31
3 above and incorporated herein. In addition to Release of Claims by Settlement Class Members and as
4 a material inducement to Defendants to enter into this Settlement Agreement, Plaintiff does hereby,
5 for herself and for her spouse, heirs, successors, beneficiaries, devisees, legatees, executors,
6 administrators, trustees, conservators, guardians, personal representatives, and assigns, forever and
7 completely release and discharge the Released Parties from any and all charges, complaints, claims,
8 liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits,
9 rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil
10 penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature
11 whatsoever, from the beginning of time through the execution of this Settlement Agreement, whether
12 known or unknown, suspected or unsuspected, including but not limited to all claims arising out of,
13 based upon, or relating to Plaintiff's employment with or work for Defendants or the remuneration
14 for or termination of such employment.

15 Without limiting the generality of the foregoing, Plaintiff expressly releases all claims arising
16 under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204,
17 210, 216, 218.6, 221, 222, 225.5, 223.2, 224, 225, 225.5, 226.7, 227.3, 246, 248.1, 248.2, 248.3, 248.6,
18 450, 510, 511, 512, 558, 1174, 1174.5, 118.12, 1194, 1197, 1197.1, 1197.2, 1198, 2698 et seq., and
19 2802); the Wage Orders of the California Industrial Welfare Commission; the California Private
20 Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200
21 et seq.; the California Civil Code, to include, but not limited to, section 3336 and 3294; the California
22 common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal common law;
23 and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. Plaintiff's Released
24 Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive
25 damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination,
26 harassment, and wrongful termination such as by way of example only, (as amended) 42 U.S.C.
27 section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age
28 Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the

1 laws of contract and tort. This release excludes the release of claims not permitted by law. As to the
2 Plaintiff's Released Claims only, Plaintiff expressly waives all rights and benefits under the terms
3 of section 1542 of the California Civil Code. Section 1542 reads as follows:

4 **A general release does not extend to claims that the creditor or releasing party does**
5 **not know or suspect to exist in his or her favor at the time of executing the release**
6 **and that, if known by him or her, would have materially affected his or her**
7 **settlement with the debtor or releasing party.**

8 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full
9 and complete release and discharge of all parties, Plaintiff and Class Counsel expressly acknowledge
10 that this Settlement Agreement is intended to include in its effect, without limitation, all claims that
11 Plaintiff knew of, as well as all claims that they do not know or suspect to exist in their favor against
12 the Released Parties, or any of them, for the time period from the beginning of time to the execution
13 of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment
14 of any and all such claims. Plaintiff and Plaintiff's Counsel do not currently intend to pursue any
15 claims against Defendant, including, but not limited to, any and all claims relating to or arising
16 from Plaintiff's employment relationships with Defendants, and that Plaintiff's Counsel is not
17 currently aware of any facts or legal theories upon which any claims or causes of action could be
18 brought against Defendants, excepting those facts or legal theories alleged in the Operative
19 Complaint in this Action.

20 48. Release between Defendants. Upon the Effective Date, and subject to the terms to be
21 performed by the Parties in this Settlement, Myojo on the one hand, and Square One Staffing on the
22 other hand, agree to release and discharge each other, their past and present officers, directors,
23 shareholders, managers, employees, agents, principals, spouses, heirs, representatives, accountants,
24 auditors, consultants, members, affiliates, all those in privity with each defendant, and each
25 defendant's respective successors and predecessors in interest, subsidiaries, affiliates, parents and
26 attorneys from all claims, demands, rights, liabilities and causes of action that were:

27 A. Pled in the operative complaint in the Action, or which could have been pled
28 in the operative complaint in the Action based on the factual allegations therein, that arose during the
Class Period, including the following claims for: (a) failure to provide required meal periods,
California Labor Code §§ 226.7, 510 and 512; (b) failure to provide required rest periods, California

1 Labor Code §§ 226.7 and 512; (c) failure to pay overtime wages, California Labor Code §§ 510, 1194
2 and 1198; (d) failure to pay minimum wages, California Labor Code §§ 1194 and 1197; (e) failure to
3 timely pay all wages during employment and to discharged and quitting employees, California Labor
4 Code §§ 201-204, 210; (f) failure to furnish accurate, itemized wage statements, California Labor
5 Code §§ 226 and 226.3; (g) failure to maintain required records, California Labor Code §§ 226, 1174;
6 (h) failure to reimburse for necessary business expenditures, Labor Code § 2802; and (i) unlawful
7 business practices under California, Business and Professions Code §17200, et seq.; predicated on any
8 of the violations of the California Labor Code and the applicable IWC Wage Order as alleged in the
9 Operative Complaint including but not limited to, claims for restitution and other equitable relief,
10 liquidated damages, or penalties; and any other benefit, wages, penalties, or other amounts claimed
11 on account of the allegations or the primary rights asserted in the Operative Complaint, and

12 B. Pled in the operative cross-complaints in the Action filed by Defendants or
13 which could have been pled in the operative cross-complaints in the Action based on the factual
14 allegations therein or the factual allegations in the operative complaint including all claims arising
15 under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204,
16 210, 216, 218.6, 221, 222, 225.5, 223.2, 224, 225, 225.5, 226.7, 227.3, 246, 248.1, 248.2, 248.3, 248.6,
17 450, 510, 511, 512, 558, 1174, 1174.5, 118.12, 1194, 1197, 1197.1, 1197.2, 1198, 2698 et seq., and
18 2802); the Wage Orders of the California Industrial Welfare Commission; the California Private
19 Attorneys General Act of 2004 (“PAGA”); California Business and Professions Code section 17200
20 et seq.; the California Civil Code, to include, but not limited to, section 3336 and 3294; the California
21 common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal common law;
22 and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq.

23 Defendants Myojo and Square One Staffing agree to dismiss their respective cross-complaints
24 against each other with prejudice as soon as practicable after the Effective Date.

25 49. Class Certification. For settlement purposes only, Defendants will stipulate that the
26 Settlement Class Members described herein who do not request exclusion from the Settlement Class
27 may be conditionally certified as a settlement class. This stipulation to certification is in no way an
28 admission that class action certification is proper and shall not be admissible in this or in any other

1 action except for the sole purposes of enforcing this Agreement. Should the Court fail to issue Final
2 Approval Order and Judgment for any reason, the Parties' stipulation to class certification as part of
3 this Settlement Agreement shall become null and void *ab initio* and shall have no bearing on but
4 remains protected by California Evidence Code Section 1152 and shall not be admissible in
5 connection with, the issue of whether or not certification would be appropriate in a non-settlement
6 context. Defendants expressly reserve their rights and declare that Defendants will continue to oppose
7 class certification and contest the substantive merits of the case should the Court fail to issue Final
8 Approval Order and Judgment. Plaintiff expressly reserves her rights and declares that she will
9 continue to pursue class certification and a trial should the Court fail to grant Final Approval Order
10 and Judgment.

11 50. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final
12 approval of this class action Settlement. The Parties agree to work diligently and cooperatively to
13 have this matter presented to the Court for preliminary and final approval.

14 51. Release of Claims by Settlement Class Members. Settlement Class Members release
15 the "Released Claims by Settlement Class Members," as defined, as of the Effective Date.

16 52. Release of Settled PAGA Claims. PAGA Members release the "Settled PAGA
17 Claims," as defined, as of the Effective Date.

18 53. Settlement Administration. Within thirty (30) calendar days after the Preliminary
19 Approval Date, Defendants shall provide the Settlement Administrator with the Class Information in
20 the manner requested by the Settlement Administrator.

21 54. Notice to the Class. Upon receipt of the Class Information, the Settlement
22 Administrator will perform a search based on the National Change of Address Database to update and
23 correct any known or identifiable address changes. Within ten (10) calendar days after receiving the
24 Class Information, the Settlement Administrator shall mail copies of the Notice of Action Class and
25 PAGA Settlement to all Class Members via regular First-Class U.S. Mail. The Settlement
26 Administrator shall exercise its best judgment to determine the current mailing address for each Class
27 Member. The address identified by the Settlement Administrator as the current mailing address shall
28 be presumed to be the best mailing address for each Class Member.

1 a. Undeliverable Notices. Any Notice of Class Action and PAGA Settlement
2 (“Class Settlement”) returned to the Settlement Administrator as non-delivered on or before the
3 Response Deadline shall be re-mailed to the forwarding address affixed thereto within ten (10)
4 calendar days. For any undeliverable Notice of Class Action and PAGA Settlement returned for which
5 no forwarding address is affixed, the Settlement Administrator will conduct its investigation for an
6 updated address of the Class Member and re-mail the Notice of Class Action and PAGA Settlement.
7 If an updated address is found, the Settlement Administrator shall have seven (7) days to re-mail the
8 Notice of Class Action and PAGA Settlement from receipt of the undelivered envelope. The
9 Settlement Administrator will provide a cover letter notifying the Class Member of the extended
10 Response Deadline. Any Class Member who receives a re-mailed Notice of Class Action and PAGA
11 Settlement shall have forty-five (45) days after the postmark date of the re-mailed Notice of Class
12 Action and PAGA Settlement to: (a) submit a Request for Exclusion; or (b) submit an Objection to
13 the Settlement.

14 (1) Verification of Class Member Employment Status. If Notice of Class
15 Action and PAGA Settlement sent to a Class Member is determined to
16 be undeliverable, the Settlement Administrator shall verify the
17 employment status of the Class Member with Defendants within five
18 (5) business days of receipt of the undeliverable Notice of Class
19 Action and PAGA Settlement. If the Class Member is a current
20 worker of Defendants, Defendants shall take all reasonable efforts to
21 obtain the current address from the Class Member and shall provide
22 the same with seven (7) business days of notice from the Settlement
23 Administrator.

24 b. Disputes Regarding Individual Settlement Payments. Class Members will have
25 the opportunity, should they disagree with Defendants’ records regarding the dates of employment
26 stated in the Notice of Class Action and PAGA Settlement, to provide documentation and/or an
27 explanation to show contrary information by the Response Deadline. The dispute form must: (a)
28 contain the full name, address, and telephone number of the Class Member, and the last four digits of

1 the Class Member's social security number or full employee ID number; (b) contain the case name
2 and case number; (c) a clear statement by the Class Member that he or she is disputing the number of
3 Compensable Workweeks and the basis for the dispute; (d) any documentation demonstrating that the
4 number of Compensable Workweeks listed in the Notice of Class Settlement is incorrect; (e) be signed
5 by the Class Member; and (f) be postmarked by the Response Deadline. The date of the postmark on
6 the return mailing envelope on the dispute form shall be the exclusive means used to determine
7 whether it has been timely submitted. If there is a dispute, the Settlement Administrator will consult
8 with the Parties to determine whether an adjustment is warranted. In addition to U.S. Mail, a Class
9 Member may also submit a dispute form following the steps outlined in this section by facsimile or
10 email to the Settlement Administrator within the Response Deadline. The Settlement Administrator
11 shall then determine the eligibility for, and the amounts of, any Individual Settlement Payments under
12 the terms of this Agreement. In the absence of circumstances indicating fraud, manipulation or
13 destruction, Defendants' records shall be given a rebuttable presumption of accuracy.

14 c. Request for Exclusion. Class Members who wish to exclude themselves from
15 the Settlement must submit to the Settlement Administrator a Request for Exclusion by the Response
16 Deadline. The Request for Exclusion must: (a) contain the full name, address, and telephone number
17 of the Class Member, and the last four digits of the Class Member's social security number or full
18 employee ID number; (b) contain the case name and case number; (c) a clear statement by the Class
19 Member that he or she is electing to be excluded from the Settlement; (d) be signed by the Class
20 Member; and (e) be postmarked by the Response Deadline if submitted by U.S. Mail. The date of the
21 postmark on the return mailing envelope on the Request for Exclusion submitted by U.S. Mail shall
22 be the exclusive means used to determine whether it has been timely submitted. In addition to U.S.
23 Mail, a Class Member may also submit a Request for Exclusion by facsimile or email to the Settlement
24 Administrator within the Response Deadline following the requirement outlined in this subsection. A
25 Request for Exclusion shall not be presumptively invalid if it does not contain the requirements of (a)
26 through (d) if the Settlement Administrator can ascertain the identity of the Class Member who wants
27 to exclude themselves from the Settlement. Any Class Member who requests to be excluded from the
28 Settlement Class shall not be entitled to any recovery under the Settlement and shall not be bound by

1 the terms of the Settlement or have any right to object, appeal or comment thereon except as to any
2 distribution based upon PAGA penalties. PAGA Members will receive their share of the PAGA
3 Payment and the Settled PAGA Claims will be released even if the Class Member submits a timely
4 Request for Exclusion. Class Members who fail to submit a valid and timely Request for Exclusion
5 on or before the Response Deadline shall be bound by all terms of the Settlement and any Final
6 Approval Order and Judgment entered in this Action.

7 d. Objections. Class Members who wish to object to the Settlement can either
8 mail or send by facsimile or email the Settlement Administrator a written Objection by the Response
9 Deadline. The Objection should: (a) contain the full name, address, and telephone number of the
10 Class Member, and the last four digits of the Class Member's social security number; (b) contain the
11 case name and case number; (c) the dates of employment of the Class Member; (d) be signed by the
12 Class Member; (e) state the basis for the Objection, including any legal briefs, papers or memoranda
13 in support of the Objection; and (f) be postmarked by the Response Deadline. The date of the
14 postmark on the return mailing envelope on the Objection shall be the exclusive means used to
15 determine whether the Objection has been timely submitted. Class Members who submit a timely
16 Objection will have a right to appear at the final approval hearing in order to have their Objection
17 heard by the Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise
18 encourage Class Members to submit Objections to the Settlement or appeal from the Final Approval
19 Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such
20 Objections. The Settlement Administrator will provide the Parties with any Objection within five (5)
21 business days of receipt of the Objection. Plaintiff will file any and all Objections with the Court in
22 advance of the Final Approval Hearing. Oral or written Objections may also be made at the Final
23 Approval hearing without a written objection being submitted, but only with the Court's express
24 permission. If the Court rejects the objection, the individual will be bound by the terms of the
25 Settlement.

26 e. If greater than seven (7) percent of the Class Members opt out or object to this
27 Settlement Agreement or a number of Class Members whose share of the Net Settlement Amount is
28 7% or more, Defendants will have the right to rescind and terminate the Settlement without prejudice

1 to its pre-settlement positions and defenses in the litigation. In such a case, the Parties and any funds
2 to be awarded shall be returned to their respective statuses as of the date and time immediately prior
3 to the execution of this Agreement.

4 f. Except for those Settlement Class Members who exclude themselves in
5 compliance with the Request for Exclusion procedures set forth above, all Settlement Class Members
6 will: (i) be deemed to be Participating Class Members for all purposes under this Settlement
7 Agreement; (ii) will be bound by the terms and conditions of this Settlement Agreement, the
8 Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be
9 deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy
10 of the Settlement.

11 55. Funding Gross Settlement Amount. Within twenty (20) days of the Final Approval by
12 the Court, Defendants shall wire transfer the full Gross Settlement Amount along with Defendants'
13 share of the payroll taxes to the Settlement Administrator.

14 56. Allocation of Settlement. Individual Settlement Payments will be paid from the Net
15 Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual
16 Settlement Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
17 last known mailing address.

18 a. The Settlement Administrator shall calculate the total Compensable Work
19 Weeks and Compensable PAGA Work Weeks for all Settlement Class Members based on the Class
20 Information provided by Defendants. The respective Compensable Work Weeks for each Settlement
21 Class Member will be divided by the total Compensable Work Weeks for all Settlement Class
22 Members, resulting in the Payment Ratio for each Settlement Class Member; a similar calculation will
23 apply to determining the Payment Ratio for Compensable PAGA Work Weeks. Each Settlement Class
24 Member's Payment Ratio will then be multiplied by the Net Settlement Amount to determine his or
25 her Individual Settlement Payment.

26 b. Individual Settlement Payments due to each Settlement Class Member shall be
27 designated as follows:
28

1 1. Ten percent (10%) of the Individual Settlement Payment shall
2 represent payment for alleged unpaid wages. This payment shall be subject to the withholding of all
3 applicable local, state, and federal taxes by the Settlement Administrator. Applicable payroll taxes
4 and/or contributions will be deducted from the amount paid to Settlement Class Members by the
5 Settlement Administrator. The Settlement Administrator will issue a W-2 Form to each Settlement
6 Class Member in relation to this payment.

7 2. Forty-Five percent (45%) of the Individual Settlement Payment shall
8 represent payment of all penalties. These payments will not be subject to withholding of local, state,
9 and federal taxes by the Settlement Administrator. The Settlement Administrator will issue an IRS
10 Form 1099 to each Settlement Class Member in relation to these payments.

11 3. Forty-Five percent (45%) of the Individual Settlement Payment shall
12 represent payment of all interest. These payments will not be subject to withholding of local, state,
13 and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement
14 Class Member in relation to these payments.

15 (a). Class Members With Missing/Unverifiable Social Security
16 Numbers and Withholdings of Taxes and Applicable Penalties. In the event that an Individual
17 Settlement Payment exceeds the threshold amount that must be reported to the Internal Revenue
18 Service by means of a Form 1099, Class Counsel, and the Settlement Administrator, will take all
19 necessary and reasonable steps to obtain W-9's from Class Members and to comply with applicable
20 IRS regulations on issuing 1099's without a social security number or tax entity identification number,
21 and shall take all reasonable and necessary steps to avoid imposition of IRS penalties against the Gross
22 Settlement Amount, including, but not limited to limiting payments below the reportable threshold
23 and/or withholding of taxes and any applicable penalties. The Settlement Administrator will contact
24 Class Members who are entitled to payments that exceed the taxable income threshold twice, with at
25 least 30 days between the two contacts.

26 c. Settlement Checks that are not Cashed. Individual Settlement Payment checks shall
27 remain negotiable for one hundred and eighty (180) days from the postmark date of issuance. If the
28 Settlement Check is not cashed, deposited, or otherwise negotiated within the 180-day deadline, the

1 check will be voided, and the funds associated with any such voided checks shall be distributed to the
2 State of California Controller's Office, Unclaimed Property Division, in the name of the affected Class
3 Member. The Release will be binding upon all Participating Class Members, including those who do
4 not cash their checks within the 180-day period. The Parties agree that this disposition results in no
5 "unpaid cash residue," or "unclaimed or abandoned funds" as the entire Net Settlement Amount will
6 be paid out to the Participating Class Members, whether or not they all cash their payment checks.
7 PAGA Member who do not cash their check after one hundred and eighty (180) days will be
8 distributed to the LWDA by the Settlement Administrator.

9 d. Certification By Settlement Administrator. The Parties have the right to
10 monitor and review administration of the Settlement. Any disputes not resolved by the Settlement
11 Administrator concerning the administration of the Settlement will be resolved by the Court, under
12 the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties
13 will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon
14 completion of administration of the Settlement, the Settlement Administrator shall provide written
15 certification of such completion to counsel for the Parties, and which shall be filed with the Court as
16 necessary.

17 e. Settlement Awards Do Not Trigger Additional Benefits. All monies received
18 by Settlement Class Members shall be deemed to be income to such Settlement Class Members solely
19 in the year in which such awards actually are received by the Settlement Class Members. It is expressly
20 understood and agreed that the receipt of such Individual Settlement Payments will not entitle any
21 Settlement Class Member to additional compensation or benefits under any company compensation
22 or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
23 any Settlement Class Member to any increased pension and/or retirement, or other deferred
24 compensation benefits. It is the intent of this Settlement that any Individual Settlement Payments
25 provided for in this Agreement are the sole payments to be made by Defendants to the Settlement
26 Class Members in connection with this Settlement, and that the Settlement Class Members are not
27 entitled to any new or additional compensation or benefits as a result of having received the Individual
28 Settlement Payments (notwithstanding any contrary language or agreement in any benefit or

1 compensation plan document that might have been in effect during the period covered by this
2 Settlement).

3 f. Class Representative Service Award. Defendants agree not to oppose or object
4 to a Class Representative Service Award to Plaintiff of up to Five Thousand Dollars (\$5,000.00),
5 subject to Court approval. The Settlement Administrator shall issue an IRS Form 1099 – MISC to
6 Plaintiff in connection with the Class Representative Service Award payment. Plaintiff shall be solely
7 and legally responsible to pay any and all applicable taxes on her Class Representative Service Award
8 and shall hold harmless and indemnify Defendants and Class Counsel from any claim or liability for
9 taxes, penalties, or interest arising as a result of the Class Representative Service Award payment.
10 The Class Representative Service Award shall be in addition to Plaintiff's Individual Settlement
11 Payment. This Settlement is not contingent upon the Court awarding Plaintiff a Class Representative
12 Service Award in any amount, and any amount requested by Plaintiff for the Class Representative
13 Service Award that is not granted by the Court shall return to the Net Settlement Amount and be
14 distributed to Settlement Class Members as provided in this Amended Agreement.

15 g. Class Counsel Award. Defendants agree not to oppose or object to any
16 application or motion by Class Counsel for attorneys' fees not to exceed one-third from the Gross
17 Settlement Amount, or Ninety-Eight Thousand and Two Hundred and Thirty-Five Dollars
18 (\$98,235.00). Defendants further agree not to oppose any application or motion by Class Counsel for
19 the reimbursement of any costs or expenses associated with Class Counsel's prosecution of this matter
20 from the Gross Settlement Amount not to exceed Twenty Thousand Dollars (\$20,000.00). Class
21 Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made
22 pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 – MISC to
23 Class Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent
24 upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. Any
25 amount requested by Class Counsel for the Class Counsel Award and costs that is not granted by the
26 Court shall return to the Net Settlement Amount and be distributed to Settlement Class Members as
27 provided in this Agreement.

1 h. Settlement Administration Costs. The Settlement Administrator shall be paid
2 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
3 notice and administration for the disbursement of the Gross Settlement Amount shall not exceed
4 \$15,000.00. Prior to the filing of a motion for final approval of this Settlement, the Settlement
5 Administrator shall provide the Parties with a statement detailing the costs of administration. Any
6 amount requested by the Settlement Administrator for administration costs that is not granted by the
7 Court shall return to the Net Settlement Amount and be distributed to Settlement Class members as
8 provided in this Agreement. All Parties will pay any fees, in equal shares, incurred by the Settlement
9 Administrator if the settlement is not approved.

10 i. PAGA Payment. Fifty Thousand dollars (\$50,000) from the Gross Settlement
11 Amount will be allocated to penalties under the Private Attorneys General Act of 2004. Seventy-five
12 percent (75%) of that amount, or \$37,500, will be paid to the LWDA and twenty-five (25%) of that
13 amount, or \$12,500, will be paid to the PAGA Members based upon Compensable PAGA Work
14 Weeks as determined by the PAGA Payment Ratio as set forth in Paragraph 26. This PAGA Payment
15 is made pursuant to California Labor Code § 2699(i).

16 57. Tax Liability: Class Counsel and Defendants make no representation as to the tax
17 treatment or legal effect of payments called for hereunder, and Plaintiff and the Settlement Class
18 Members are not relying on any statement or representation by Class Counsel or Defendants in this
19 regard. Plaintiff and Participating Class Members understand and agree that they will be solely
20 responsible for the payment of any taxes and penalties assessed on their respective payments
21 described herein. The amount of federal income tax withholding will be based upon a flat
22 withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-
23 1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to
24 applicable state and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099 will
25 be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the
26 “Code”) and consistent with this Settlement Agreement. If the Code, the regulations promulgated
27 thereunder, or other applicable tax law, is changed after the date of this Settlement Agreement, the
28 processes set forth in this Section may be modified in a manner to bring Defendants into compliance

1 with any such changes. In the event that any taxing body determines that additional taxes are due
2 from any Class Member including Plaintiff, such Class Member assumes all responsibility for the
3 payment of such taxes. Each Settlement Class Member agrees to indemnify and hold harmless
4 Defendants from any liability for taxes, fees, costs or assessments resulting from his or her failure to
5 timely pay his or her share of taxes, interest or penalties owed to any taxing authority.

6 58. Distribution of Settlement Payments. Individual Settlement Payments to Settlement
7 Class Members, the Class Representative Service Awards, the Class Counsel Award, Settlement
8 Administration Costs, Defendant's share of employer payroll taxes and PAGA Payment, shall all be
9 distributed by the Settlement Administrator within fourteen (14) calendar days of receipt of the full
10 Gross Settlement Amount from Defendants. Prior to distribution of Individual Settlement Payments
11 to the Settlement Class Members and PAGA Members, the Settlement Administrator shall update the
12 Class and PAGA Members addresses using the National Change of Address Database.

13 59. Work Week Differential. It is currently estimated that there were 619 Class Members
14 who collectively worked 8,200 Compensable Work Weeks through October 22, 2022. If it is
15 determined by Plaintiff's counsel and confirmed by the Settlement Administrator that more than 9,430
16 additional Compensable Work Weeks existed thirty (30) days prior to final approval, the Gross
17 Settlement Amount will be increased on a pro rata basis according to the number of additional
18 Compensable Work Weeks in excess of 9430 (15%), *i.e.*, if the actual number of Compensable Work
19 Weeks is 15% higher than 8,200, at the time of final approval, the Gross Settlement Amount will be
20 increased by 15% and each Defendant will increase its proportionate contributory share to the Gross
21 Settlement Amount accordingly.

22 60. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of
23 the Response Deadline, a final approval hearing shall be conducted to determine, *inter alia*, final
24 approval of the Settlement and amounts properly payable for: (a) Individual Settlement Payments; (b)
25 the Class Counsel Award; (c) the Class Representative Service Awards; (d) PAGA Payment; and (e)
26 the Settlement Administration Costs.

27 61. Nullification of Settlement Agreement. In the event: (a) the Court does not enter the
28 Order for preliminary approval of the Settlement; (b) the Court does not finally approve the

1 Settlement; (c) the Court does not enter a Final Approval Order and Judgment as provided herein;
2 (d) the Settlement does not become final for any other reason; or (e) the Court fails or refuses to
3 approve any material condition of this Settlement Agreement which effects a fundamental change of
4 the Settlement Agreement, this entire Settlement Agreement shall be null and void and
5 unenforceable as to all Parties herein at the option of any Party but remains protected by California
6 Evidence Code Section 1152, and any order or judgment entered by the Court in furtherance of this
7 Settlement shall be treated as void from the beginning. In such cases, the Parties and any funds to be
8 awarded under this Settlement shall be returned to their respective statuses as of the date and time
9 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as
10 if this Agreement had not been executed, except that any fees already incurred by the Settlement
11 Administrator shall be paid by the parties as stated above. Further, if the Settlement Agreement is
12 voided or fails for any reason, Plaintiff and Defendants will have no further obligations under the
13 Settlement Agreement, including any obligation by Defendants to pay the Settlement Amount, or
14 any amounts that otherwise would have been owed under this Settlement Agreement. In the event
15 an appeal is filed from the Court's Final Approval Order and Judgment, or any other appellate
16 review is sought, administration of the Settlement shall be stayed pending final resolution of the
17 appeal or other appellate review, and any fees incurred by the Settlement Administrator prior to it
18 being notified of the filing of an appeal from the Court's Final Approval Order and Judgment, or
19 any other appellate review, shall be paid to the Settlement Administrator by the party or parties or
20 person that filed the appeal, within thirty (30) calendar days of said notification.

21 62. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class
22 Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not
23 have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations,
24 holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class Members.

25 63. No Admission by Defendants. Defendants deny any and all claims alleged in this
26 Action and denies all wrongdoing whatsoever. This Settlement Agreement is not a concession or
27 admission and shall not be used against Defendants as an admission or indication with respect to any
28 claim of any liability, fault, concession, or omission by any Defendants. Nonetheless, Defendants

1 desire to settle and compromise the matters at issue in the Action to avoid further substantial expense
2 and the inconvenience and distraction of protracted and burdensome litigation. Defendants also have
3 taken into account the uncertainty and risks inherent in litigation, and without conceding any infirmity
4 in the defenses that they have asserted or could assert against Plaintiff and/or any Settlement Class
5 and PAGA Member, have determined that it is desirable and beneficial that the claims of Plaintiff and
6 the Settlement Class be settled in the manner and upon the terms and conditions set forth in this
7 Settlement Agreement.

8 64. INTENTIONALLY LEFT BLANK

9 65. No Publicity-Confidentiality. Plaintiff and Plaintiff's Counsel agree not to disclose
10 or publicize the settlement, including the fact of the Settlement, its terms or contents, and the
11 negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any
12 person or entity, except potential class members and as shall be contractually required to
13 effectuate the terms of the Settlement as set forth herein. For the avoidance of doubt, this
14 section means Plaintiff and Class Counsel will not to issue press releases, communicate with, or
15 respond to any media or publication entities, publish information in manner or form, whether
16 printed or electronic, on any medium or otherwise communicate, whether by print, video,
17 recording or any other medium, with any person or entity concerning the Settlement, including
18 the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement,
19 except as shall be contractually required to effectuate the terms of the Settlement as set forth
20 herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class
21 counsel in other actions, Class Counsel may disclose the name of the Parties in this action and
22 the venue/case number of this action (but not any other settlement details) for such purposes.
23 The Parties and their counsel will keep the Settlement, the Settlement related documents, and
24 their Settlement negotiations confidential, and will not disclose that information to any third
25 party through the date of preliminary approval. Thereafter, the Parties will further agree to keep
26 the Settlement confidential, including without limitation no disclosures to the media or on any
27 websites, blogs, social media, and/or online platforms relating to the Action or any of the
28 settlement terms. Exceptions to the obligation of confidentiality in this section are: (i)

disclosures necessary to comply with the law, judicial process, or for financial planning or tax preparation purposes; (ii) to obtain and seek approval of this settlement in court and as is necessary to provide settlement information to Settlement Class Members, and (iii) if any party seeks to enforce any term or condition of this Settlement against any other party.

66. Exhibits and Headings. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

67. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, holding the Action in abeyance pending the final approval hearing to be conducted by the Court.

68. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the interpretation, calculation or payment of Settlement claims, or other disputes regarding compliance with this Agreement shall be resolved as follows:

a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class Member, or Defendants' Counsel, on behalf of Defendants, at any time believe that the other Party has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of the alleged violation.

b. Upon receiving notice of the alleged violation or dispute, the responding Party shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating Party with the reasons why the Party disputes all or part of the allegation.

c. If the response does not address the alleged violation to the initiating Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their differences.

d. If Class Counsel and Defendants' Counsel are unable to resolve their differences after twenty (20) calendar days, either Party shall first contact the mediator (Steven J.

1 Serratore) to try to resolve the dispute. If that proves unsuccessful, the party may file an appropriate
2 motion for enforcement with the Court. The briefing of such motion should be in letter brief form and
3 shall not exceed five (5) single-spaced pages (excluding exhibits).

4 e. Reasonable attorneys' fees and costs for work done in resolving a dispute under
5 this Section may be recovered by any Party that prevails under the standards set forth within the
6 meaning of applicable law.

7 69. Notice. Unless otherwise specifically provided herein, all notices, demands or other
8 communications given hereunder shall be in writing and shall be deemed to have been duly given as
9 of the third business day after (i) emailing and (ii) mailing by United States registered or certified
10 mail, return receipt requested, addressed:

11 To the Settlement Class:

12 LAW OFFICE OF SCOTT ERNEST WHEELER
13 Scott Ernest Wheeler
14 250 West First Street, Suite 216
15 Claremont, California 91711
16 Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com

17 To Defendants:

18 LAW OFFICE OF GENE H. SHIODA
19 Gene H. Shioda
20 James A. Kim
21 5901 West Century Boulevard, Suite 750
22 Los Angeles, California 90045
23 Telephone: (310) 348-7222
24 Facsimile: (310) 348-7220

25 Attorneys for Defendant, Myojo USA, Inc.

26 KOREY RICHARDSON LLP
27 Ronald Z. Gomez (SBN 229708)
28 811 Wilshire Blvd., 7th Floor
Los Angeles, California 90017
Telephone: (213) 372-7075
Facsimile: (213) 372-7076

Attorneys for Defendant, Square One Staffing

70. Amendment or Modification. This Agreement may be amended or modified only by
a written instrument signed by counsel for all Parties and approved by the Court.

1 71. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
2 the entire Agreement among these Parties, and no oral or written representations, warranties, or
3 inducements have been made to any Party concerning this Agreement or its Exhibits other than the
4 representations, warranties, and covenants contained and memorialized in the Agreement and its
5 Exhibits.

6 72. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
7 represent they are expressly authorized by the Parties whom they represent to negotiate this
8 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
9 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
10 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
11 and use their best efforts to affect the implementation of the Settlement. In the event the Parties are
12 unable to reach agreement on the form or content of any document needed to implement the
13 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
14 this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such
15 disagreement. The persons signing this Agreement on behalf of Defendants represent and warrant that
16 they are authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants
17 that she is authorized to sign this Agreement and that she has not assigned any claim, or part of a
18 claim, covered by this Settlement to a third-party.

19 73. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
20 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

21 74. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they
22 have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
23 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
24 or rights released and discharged by this Settlement Agreement.

25 75. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
26 Order and Judgment, nothing contained herein, nor the consummation of this Settlement Agreement,
27 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
28 part of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into

1 this Settlement Agreement with the intention of avoiding further disputes and litigation with the
2 attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and it,
3 along with all related documents such as the notices, and motions for preliminary and final approval,
4 shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be
5 inadmissible as evidence in any proceeding, except an action or proceeding to approve the Settlement,
6 and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part
7 of this Settlement Agreement is for settlement purposes only and if for any reason the Settlement is
8 not approved, the stipulation will be of no force or effect.

9 76. California Law Governs. All terms of this Settlement Agreement and the Exhibits
10 hereto shall be governed by and interpreted according to the laws of the State of California.

11 77. Counterparts. This Settlement Agreement may be executed in one or more
12 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
13 instrument.

14 78. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement
15 is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after
16 extensive arms-length negotiations, taking into account all relevant factors, present and potential.

17 79. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section 664.6,
18 the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement
19 of the terms of this Settlement Agreement and all orders and judgments entered in connection
20 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes
21 of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders
22 and judgments entered in connection therewith. All terms of this Settlement Agreement are subject to
23 approval by the Court.

24 80. Construction. The Parties hereto agree that the terms and conditions of this Settlement
25 Agreement are the result of lengthy, intensive arms'-length negotiations among the Parties and that
26 this Settlement Agreement shall not be construed in favor of or against any Party based on the extent
27 to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiff
28 and Defendants expressly waive the common-law and statutory rule of construction that ambiguities

1 should be construed against the drafter of an agreement and further agree, covenant, and represent that
2 the language in all parts of this Settlement Agreement shall be in all cases construed as a whole,
3 according to its fair meaning.

4 81. Captions and Interpretations. Paragraph titles or captions contained herein are inserted
5 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope
6 of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is
7 contractual and not merely a recital.

8 82. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to
9 the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
10 successors and assigns.

11 83. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
12 because the members of the Settlement Class are numerous, it is impossible or impractical to have
13 each Settlement Class Member execute this Settlement Agreement. The Notice will advise all
14 Settlement Class Members of the binding nature of the release provided herein and such Release
15 shall have the same force and effect as if this Settlement Agreement were executed by each
16 Settlement Class Member.

17 84. Voluntary Agreement. The Parties acknowledge that they have entered into this
18 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress,
19 or undue influence of any Party, and not in reliance on any promises, representations, or statements
20 made by the other Parties other than those contained in this Settlement Agreement. Each of the
21 Parties hereto expressly waves any right they might ever have to claim that this Settlement
22 Agreement was in any way induced by fraud.

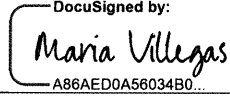
23 85. Opportunity to Consult with Counsel. Prior to execution of this Settlement
24 Agreement, each Party has read this entire Settlement Agreement and has been given the
25 opportunity to consult with independent counsel of their choosing and to have such independent
26 counsel advise as to the meaning of this Settlement Agreement and its legal effect.

27 86. Counterparts. This Settlement Agreement may be executed in counterparts, and when
28 each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed

an original, and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

87. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

Dated: 11/2/2022

By: 
Maria Villegas

Myojo USA, Inc.

Dated: _____

By: _____

Title: _____

Square One Staffing

Dated: _____

By: _____

Title: _____

APPROVED AS TO FORM:

DATED: November ____, 2022

LAW OFFICE OF SCOTT ERNEST WHEELER

By: _____
Scott Ernest Wheeler

Attorneys for Plaintiff Maria Villegas and the Putative Class

1 87. Invalidity of Any Provision. Before declaring any provision of this Settlement
2 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
3 possible consistent with applicable precedents so as to define all provisions of this Agreement valid
4 and enforceable.

5
6 Dated: _____

By: _____
Maria Villegas

8 Myojo USA, Inc.

9 Dated: 11/21/2022

By: *John Johnson*
Title: President

12 Square One Staffing

13
14 Dated: _____

By: _____

Title: _____

17 **APPROVED AS TO FORM:**

18
19 DATED: November ___, 2022

LAW OFFICE OF SCOTT ERNEST WHEELER

20 By: _____
21 Scott Ernest Wheeler

22 *Attorneys for Plaintiff Maria Villegas and the Putative*
23 *Class*

24
25
26 DATED: November ___, 2022

LAW OFFICE OF GENE H. SHIODA

27 By: _____
28 Gene H. Shioda

1 an original, and, when taken together with other signed counterparts, shall constitute one fully signed
2 Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic
3 signatures shall have the same force and effect as an original.

4 87. Invalidity of Any Provision. Before declaring any provision of this Settlement
5 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
6 possible consistent with applicable precedents so as to define all provisions of this Agreement valid
7 and enforceable.

8
9 Dated: _____

By: _____
Maria Villegas

10
11 Myojo USA, Inc.

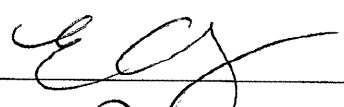
12
13 Dated: _____

By: _____

14 Title: _____

15 Square One Staffing

16
17 Dated: 11/15/2022

By: 

18 Title: President

19
20 **APPROVED AS TO FORM:**

21
22 DATED: November __, 2022

LAW OFFICE OF SCOTT ERNEST WHEELER

23
24 By: _____
Scott Ernest Wheeler

25 *Attorneys for Plaintiff Maria Villegas and the Putative*
26 *Class*

1 an original, and, when taken together with other signed counterparts, shall constitute one fully signed
2 Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic
3 signatures shall have the same force and effect as an original.

4 87. Invalidity of Any Provision. Before declaring any provision of this Settlement
5 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
6 possible consistent with applicable precedents so as to define all provisions of this Agreement valid
7 and enforceable.

8
9 Dated: _____

By: _____
Maria Villegas

10
11 Myojo USA, Inc.

12
13 Dated: _____

By: _____

14 Title: _____

15 Square One Staffing

16
17 Dated: _____

By: _____

18 Title: _____

19
20 **APPROVED AS TO FORM:**

21 
22 DATED: ~~November~~ 9, 2022

LAW OFFICE OF SCOTT ERNEST WHEELER

23
24 By: 
Scott Ernest Wheeler

25 *Attorneys for Plaintiff Maria Villegas and the Putative*
26 *Class*

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

DATED: November __, 2022

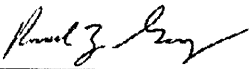
LAW OFFICE OF GENE H. SHIODA

By: _____
Gene H. Shioda
James A. Kim

*Attorneys for Defendant, Cross-Complainant and
Cross-Defendants, Myojo USA, Inc.*

DATED: November 15, 2022

KOREY RICHARDSON LLP

By:  _____
Ronald Z. Gomez

*Attorneys for Defendant, Cross-Complainant and
Cross-Defendants, Square One Staffing*

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

DATED: December 08, 2022

LAW OFFICE OF GENE H. SHIODA

By: Gene Shioda /y/
Gene H. Shioda
James A. Kim

*Attorneys for Defendant, Cross-Complainant and
Cross-Defendants, Myojo USA, Inc.*

DATED: November __, 2022

KOREY RICHARDSON LLP

By: _____
Ronald Z. Gomez

*Attorneys for Defendant, Cross-Complainant and
Cross-Defendants, Square One Staffing*