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MICHAEL KWON

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

DAI HYUN JOH, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

v.

WANG GLOBALNET, a California
corporation; and SUNGHEON KANG, an
individual; MICHAEL KWON, an individual,
and DOES 1 through 50, inclusive;

Defendants.

CASE NO.: 21STCV21663

*[Assigned for all purposes to the
Honorable Carolyn B. Kuhl, Dept. 12]*

**JOINT STIPULATION OF
SETTLEMENT AND RELEASE TO
SETTLE CLASS ACTION**

Complaint Filed: June 9, 2021

FAC Filed: June 21, 2021

SAC Filed: October 13, 2021

Trial Date: None set

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This Class Action Settlement Agreement is drafted based upon the Los Angeles Superior Court Model Class Action Settlement Agreement and Class Notice.

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Wang Globalnet/Defendants captioned *Joh v. Wang Globalnet et al.* L.A.S.C. Case No. 21STCV21663 initiated on June 9, 2021 and pending in Superior Court of the State of California, County of Los Angeles.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.5. “Class Counsel” and “Plaintiff’s Counsel” means Hennig Kramer Ruiz & Singh, LLP and Lim Law Group, p.c.

1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.7. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks.

1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, Spanish, and Korean in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.11. “Class Period” means the period from June 9, 2017 to the Date of the Order Granting Preliminary Approval.

1.12. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.14. “Court” means the Superior Court of California, County of Los Angeles.

1.15. “Defendants” or “Wang Globalnet” means named Defendants Wang Globalnet, Inc., Sungcheon Kang and/or Michael Kwon.

1.16. “Defense Counsel” means Soo Y. Park of Barnes & Thornburg, LLP.

1.17. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more

1 Participating Class Members objects to the Settlement, the day after the deadline for filing a notice
2 of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the
3 appellate court affirms the Judgment and issues a remittitur.

4 1.18. "Final Approval" means the Court's order granting final approval of the Settlement.

5 1.19. "Final Approval Hearing" means the Court's hearing on the Motion for Final
6 Approval of the Settlement.

7 1.20. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
8 Approval of the Settlement.

9 1.21. "Gross Settlement Amount" means \$600,000 (six hundred thousand dollars) which is
10 the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9
11 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Class Counsel
12 Fees, Class Counsel Expenses, Class Representative Service Payment and any otherwise uncovered
13 Administrator's Expenses.

14 1.22. "Individual Class Payment" means the Participating Class Member's pro rata share
15 of the Net Settlement Amount calculated according to the number of Workweeks worked during the
16 Class Period.

17 1.23. "Individual PAGA Payment" means the Participating Class Member's pro rata
18 share of the PAGA Penalties calculated according to the number of pay periods worked during
19 the PAGA Period.

20 1.24. "Judgment" means the judgment entered by the Court based upon the Final Approval.

21 1.25. "LWDA" means the California Labor and Workforce Development Agency, the
22 agency entitled, under Labor Code section 2699, subd. (i).

23 1.26. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the
24 LWDA under Labor Code section 2699, subd. (i).

25 1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following
26 payments in the amounts approved by the Court: Class Representative Service Payment, Class
27 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration
28

1 Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class
2 Payments.

3 1.28. "Non-Participating Class Member" means any Class Member who opts out of the
4 Settlement by sending the Administrator a valid and timely Request for Exclusion.

5 1.29. "Operative Complaint" means the Complaint *Joh v. Wang Globalnet et al.* L.A.S.C.
6 Case No. 21STCV21663 initiated on June 9, 2021 and pending in Superior Court of the State of
7 California, County of Los Angeles.

8 1.30. "PAGA Hours Worked" means any time during which an Aggrieved Employee
9 worked for Defendants for at least one hour, or portion thereof, during the PAGA Period.

10 1.31. "PAGA Period" means the period from June 9, 2020 to the present.

11 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.)

12 1.33. "PAGA Notice" means Plaintiff's California Labor Workforce Development
13 Agency ("LWDA") letter to Defendants and the LWDA providing notice pursuant to Labor Code
14 section 2699.3, subd.(a).

15 1.34. "PAGA Penalties" means \$30,000.00, which is the total amount of PAGA civil
16 penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved
17 Employees (\$7,500.00) and the 75% to LWDA (\$22,500.00) in settlement of PAGA claims.

18 1.35. "Participating Class Member" means a Class Member who does not submit a valid
19 and timely Request for Exclusion from the Settlement.

20 1.36. "Plaintiff" means Brian Joh, successor-in-interest for Dai Hyun Joh, the named
21 plaintiff in the Action.

22 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of
23 the Settlement.

24 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary
25 Approval.

26 1.39. "Released Class Claims" means the claims being released as described in Paragraph
27 6.2 below.
28

1.40. "Released Parties" means: Defendants Wang Globalnet, Inc, Sunghoon Kang, and Michael Kwon, and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and/or affiliates.

1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.42. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.43. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.44. "Workweek" means any week during which a Class Member worked for Wang Globalnet for at least one day, during the Class Period.

2. RECITALS.

2.1. On June 9, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for (1) Violations of Labor Code §§ 226.7 and 512; (2) Violation of Labor Code §§ 510 and 1194; (3) Violation of Labor Code § 203; (4) Violation of Labor Code § 226; (5) Violation of Labor Code § 2802; and (6) Business and Professions Code §§ 17200. On October 13, 2021, Plaintiff filed a First Amended Complaint (Erroneously labeled as "Second Amended Complaint for Damages") alleging causes of action against Defendants for (1) Violations of Labor Code §§ 226.7 and 512; (2) Violation of Labor Code §§ 510 and 1194; (3) Violation of Labor Code § 203; (4) Violation of Labor Code § 226; (5) Violation of Labor Code § 2802; (6) Business and Professions Code §§ 17200; and (7) Private Attorney General Act (PAGA). The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint."). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2. On March 22, 2023, the Parties participated in an all-day mediation presided over by Hon. Carl West (Ret). This session did not end in a settlement. On October 24, 2023, the parties again participated in and all-day mediation presided over by Kelly Knight, which led to this Agreement to settle the Action.

2.3. Prior to mediation, Plaintiff obtained, through informal discovery, Plaintiff obtained the following documents/information from Defendants: 1764 pages of payroll documents for putative class members representing a 10% (20 of 195 employees) sampling of those believed to be putative class members in this action. Specifically, this sampling included (1) Plaintiff's personnel file/records; (2) time cards/sign-in sheets for 20 employees; and (3) payroll records for the same 20 employees. Defendant's counsel also shared, via letter, (1) the number of current and former exempt employees for various time periods; (2) the approximate number of workweeks during the various potential time periods; and (3) the approximate number of payroll periods for each time period. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.4. The Court has not granted class certification.

2.5. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$600,000.00 (six hundred thousand dollars) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

1 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
2 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
3 Court in the Final Approval:

4 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not
5 more than \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA
6 Payment the Class Representative is entitled to receive as a Participating Class Member. Defendants
7 will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed
8 this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses
9 Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later
10 than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative
11 Service Payment less than the amount requested, the Administrator will retain the remainder in the
12 Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using
13 IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the
14 Class Representative Service Payment.

15 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33%, which is
16 currently estimated to be \$200,000.00 and a Class Counsel Litigation Expenses Payment of not more
17 than \$30,000.00. Defendants will not oppose requests for these payments provided that do not exceed
18 these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and
19 Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing.
20 If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses
21 Payment less than the amounts requested, the Administrator will allocate the remainder to the Net
22 Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's
23 Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel
24 Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class
25 Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
26 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel
27 Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any
28 dispute or controversy regarding any division or sharing of any of these Payments.

1 3.2.3. To the Administrator: Defendants have agreed to pay the costs of the Settlement
2 Administrator separate from the Gross Settlement Amount, as detailed in § 3.3.1, below.

3 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a)
4 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
5 Class Members during the Class Period and (b)multiplying the result by each Participating Class
6 Member's Workweeks.

7 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class
8 Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage
9 Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2
10 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be
11 allocated to settlement of claims for e.g., interest and penalties (the "Non-Wage Portion"). The Non-
12 Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.
13 Participating Class Members assume full responsibility and liability for any employee taxes owed on
14 their Individual Class Payment.

15 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class
16 Payments. Non-Participating Class Members will not receive any Individual Class Payments. The
17 Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement
18 Amount for distribution to Participating Class Members on a pro rata basis.

19 3.3. Payments Excluded from the Gross Settlement Amount. In addition to the
20 amounts specified in § 3.2, Defendants agree to pay to Plaintiff's Counsel \$5,975.00,
21 representing the base fee charged to Plaintiff for the second session of mediation. This mediation
22 fee shall not be paid for from the Gross Settlement Amount in § 3.1. Payment for the mediation
23 shall be made directly to Plaintiff's counsel, Hennig Kramer Ruiz & Singh, LLP within 10
24 business days of the Effective Date. Additionally, Defendants agree to pay the entire cost of
25 Settlement Administration (including cost of notice, settlement administration, and the cost of
26 the settlement administrator), which shall not be paid for from the Gross Settlement Amount in
27 § 3.2. Payment for Settlement Administration shall be made directly from Defendants to the
28 Settlement Administrator.

1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2 4.1. Class Workweeks. Based on a review of its records to date, Defendants estimate that
3 there are 262 Class Members who collectively worked a total of 47,772 Workweeks. In addition to
4 Class Workweeks, for purposes of this settlement, Defendants estimate that there are 19,113 PAGA
5 pay periods and 200 PAGA settlement members.

6 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the
7 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form
8 of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
9 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and
10 for no other purpose, and restrict access to the Class Data to Administrator employees who need
11 access to the Class Data to effect and perform under this Agreement. Defendants have a continuing
12 duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member
13 identifying information and to provide corrected or updated Class Data as soon as reasonably feasible.
14 Without any extension of the deadline by which Defendants must send the Class Data to the
15 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
16 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

17 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
18 Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll
19 taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

20 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund
21 the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
22 the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
23 Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class
24 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative
25 Service Payment shall not precede disbursement of Individual Class Payments

26 4.4.1. The Administrator will issue checks for the Individual Class Payments and send them
27 to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall
28 prominently state the date (not less than 180 days after the date of mailing) when the check will be

1 voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will
2 send checks for Individual Settlement Payments to all Participating Class Members (including those
3 for whom Class Notice was returned undelivered). Before mailing any checks, the Settlement
4 Administrator must update the recipients' mailing addresses using the National Change of Address
5 Database.

6 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class
7 Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of
8 receiving a returned check the Administrator must re-mail checks to the USPS forwarding address
9 provided or to an address ascertained through the Class Member Address Search. The Administrator
10 need not take further steps to deliver checks to Class Members whose re-mailed checks are returned
11 as undelivered. The Administrator shall promptly send a replacement check to any Class Member
12 whose original check was lost or misplaced, requested by the Class Member prior to the void date.

13 4.4.3. For any Class Member whose Individual Class Payment check is uncashed and
14 cancelled after the void date, the Administrator shall transmit the funds represented by such checks
15 to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure
16 Section 384, subd. (b) ("Cy Pres Recipient") specifically, Legal Aid at Work. The Parties, Class
17 Counsel and Defense Counsel represent that they have no interest or relationship, financial or
18 otherwise, with the intended Cy Pres Recipient.

19 4.4.4. The payment of Individual Class Payments shall not obligate Defendants to confer
20 any additional benefits or make any additional payments to Class Members (such as 401(k)
21 contributions or bonuses) beyond those specified in this Agreement

22 **5. [THIS SECTION INTENTIONALLY OMITTED]**

23 **6. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the
24 entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of
25 the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
26 against all Released Parties as follows:

27 6.1. **Plaintiff's Release.** Plaintiff and his or her respective former and present spouses,
28 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and

1 discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class
2 Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged,
3 based on the facts contained, in the Operative Complaint [or ascertained during the Action and
4 released under 6.2, below] and (b) all PAGA claims that were alleged, as well as those claims that
5 could have reasonably been included, based on facts contained in the Operative Complaint and
6 Plaintiff's PAGA Notice ("Plaintiff's Release."). For clarity, this Release does not extend to claims
7 based on different facts or legal theories not reasonably inferable from the Operative Complaint and
8 Plaintiff's PAGA Notice. Plaintiff's Release does not extend to any claims or actions to enforce this
9 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
10 security benefits, workers' compensation benefits that arose at any time, or based on occurrences
11 outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different
12 from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
13 nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding
14 such different or additional facts or Plaintiff's discovery of them.

15 6.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes
16 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits,
17 if any, of section 1542 of the California Civil Code, which reads:

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

20 6.2. Release by Participating Class Members: All Participating Class Members, on behalf
21 of themselves and their respective former and present representatives, agents, attorneys, heirs,
22 administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged,
23 or reasonably could have been alleged, based on the Class Period facts stated in the Operative
24 Complaint and ascertained in the course of the Action including, e.g., (a) any and all claims involving
25 any alleged failure to pay meal or rest period premium pay; (b) any and all claims involving any
26 alleged failure to provide minimum, straight time, and overtime wages; (c) any and all claims
27 involving any alleged failure to pay final wages; (d) any and all claims involving any claims for
28 reimbursement of business expenses; (e) any and all claims for unpaid wages (including without

1 limitation overtime and double time pay); (f) any and all claims for wage statement violations; (g)
2 any and all claims for violations of Bus. & Prof. Code § 17200 *et seq.*; (h) any penalties, including
3 waiting time penalties and penalties under the California Private Attorney General Act (“PAGA”);
4 (i) interest; (j) costs; (k) attorneys’ fees. Participating Class Members do not release any other claims,
5 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
6 Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims
7 based on facts occurring outside the Class Period.

8 6.3. Release by Aggrieved Employees: Effective on the date when Defendant fully
9 funds the entire Gross Settlement Amount all Aggrieved Employees are deemed to release, on
10 behalf of themselves and their respective former and present representatives, agents, attorneys,
11 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
12 penalties that were alleged based on the PAGA Period facts stated in the Operative Complaint
13 and Plaintiff’s PAGA Notice including California Labor Code sections 201, 202, 203, 204, 206,
14 210, 218.5, 226, 226.7, 246, 432, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197,
15 1197.1, 1198, 1198.5, 2800, 2802, and the applicable Wage Orders, and derivative claims which
16 reasonably could have been alleged based on the PAGA Period facts in the Operative Complaint
17 and Plaintiff’s PAGA Notice, for the time from June 9, 2020 to the Date of the Order Granting
18 Preliminary Approval.

19 7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly
20 prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that
21 complies with the Court’s current checklist for Preliminary Approvals.

22 7.1. Defendants’ Declaration in Support of Preliminary Approval. Within 10 business
23 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a
24 signed Declaration from Defendants/Wang Globalnet and Defense Counsel disclosing all facts
25 relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient.
26 In their Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other
27 pending matter or action asserting claims that will be extinguished or adversely affected by the
28 Settlement.

1 7.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
2 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
3 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
4 Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a
5 draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to
6 exceed" bid for administering the Settlement and attesting to its willingness to serve; competency;
7 operative procedures for protecting the security of Class Data; amounts of insurance coverage for any
8 data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential
9 conflicts of interest with Class Members and/or the proposed Cy Pres; and the nature and extent of
10 any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration
11 from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to
12 any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the
13 proposed Cy Pres recipient; (vi) a signed declaration from each Class Counsel firm attesting to its
14 competency to represent the Class Members; and all facts relevant to any actual or potential conflict
15 of interest with Class Members, the Administrator and/or the Cy Pres Recipient; (vii) a redlined
16 version of the parties' Agreement showing all modifications made to the Model Agreement ready for
17 filing with the Court; (viii) a signed declaration from Class Counsel firms attesting to its
18 competency to represent the Class Members; its timely transmission to the LWDA of all
19 necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),
20 Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
21 section 2699, subd. (l)(2)); and (ix) all facts relevant to any actual or potential conflict of interest
22 with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel
23 Declaration shall aver that they are not aware of any other pending matter or action asserting claims
24 that will be extinguished or adversely affected by the Settlement.

25 7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
26 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than
27 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion
28 for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for

1 Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval
2 to the Administrator.

3 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
4 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
5 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by
6 telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
7 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
8 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
9 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the
10 Court's concerns.

11 **8. SETTLEMENT ADMINISTRATION.**

12 8.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action to
13 serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action
14 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
15 Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel
16 represent that they have no interest or relationship, financial or otherwise, with the Administrator
17 other than a professional relationship arising out of prior experiences administering settlements.

18 8.2. Employer Identification Number. The Administrator shall have and use its own
19 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
20 reports state and federal tax authorities.

21 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
22 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
23 section 468B-1.

24 8.4. Notice to Class Members.

25 8.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator
26 shall notify Class Counsel that the list has been received and state the number of Class Members and
27 Workweeks in the Class Data.
28

1 8.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days
2 after receiving the Class Data, the Administrator will send to all Class Members identified in the
3 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish
4 and Korean translations substantially in the form attached to this Agreement as Exhibit A. The first
5 page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class
6 Payment payable to the Class Member, and the number of Workweeks used to calculate these
7 amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses
8 using the National Change of Address database.

9 8.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
10 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
11 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
12 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the
13 most current address obtained. The Administrator has no obligation to make further attempts to locate
14 or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

15 8.4.4. The deadlines for Class Members’ written objections. Challenges to Workweeks
16 and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the
17 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The
18 Administrator will inform the Class Member of the extended deadline with the re-mailed Class
19 Notice.

20 8.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
21 discovers any persons who believe they should have been included in the Class Data and should have
22 received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and
23 in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree,
24 such persons will be Class Members entitled to the same rights as other Class Members, and the
25 Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise
26 options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline
27 dates in the Class Notice, which ever are later.

28 8.5. Request for Exclusion (Opt-Outs).

1 8.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
2 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later
3 than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class
4 Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member
5 or his/her representative that reasonably communicates the Class Member's election to be excluded
6 from the Settlement and includes the Class Member's name, address and email address or telephone
7 number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the
8 Response Deadline.

9 8.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails
10 to contain all the information specified in the Class Notice. The Administrator shall accept any
11 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person
12 as a Class Member and the Class Member's desire to be excluded. The Administrator's determination
13 shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason
14 to question the authenticity of a Request for Exclusion, the Administrator may demand additional
15 proof of the Class Member's identity. The Administrator's determination of authenticity shall be final
16 and not appealable or otherwise susceptible to challenge.

17 8.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion
18 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound
19 by all terms and conditions of the Settlement, including the Participating Class Members' Releases
20 under Paragraph 6.2 of this Agreement, regardless whether the Participating Class Member actually
21 receives the Class Notice or objects to the Settlement.

22 8.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-
23 Participating Class Member and shall not receive an Individual Class Payment or have the right to
24 object to the class action components of the Settlement.

25 8.6. Challenges to Calculation of Class Workweeks and PAGA Pay Periods. Each Class
26 Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days
27 for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
28 and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member

1 may challenge the allocation by communicating with the Administrator via fax, email or mail. The
2 Administrator must encourage the challenging Class Member to submit supporting documentation.
3 In the absence of any contrary documentation, the Administrator is entitled to presume that the
4 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class
5 Data. The Administrator's determination of each Class Member's allocation of Class Workweeks
6 and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge.
7 The Administrator shall promptly provide copies of all challenges to calculation of Class Workweeks
8 and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's
9 determination the challenges.

10 8.7. Objections to Settlement.

11 8.7.1. Only Participating Class Members may object to the class action components of the
12 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts
13 requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or
14 Class Representative Service Payment.

15 8.7.2. Participating Class Members may send written objections to the Administrator, by
16 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
17 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
18 Participating Class Member who elects to send a written objection to the Administrator must do so
19 not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14
20 days for Class Members whose Class Notice was re-mailed).

21 8.7.3. Non-Participating Class Members have no right to object to any of the class action
22 components of the Settlement.

23 8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to
24 be performed or observed by the Administrator contained in this Agreement or otherwise.

25 8.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and
26 maintain and use an internet website to post information of interest to Class Members including the
27 date, time and location for the Final Approval Hearing and copies of the Settlement Agreement,
28 Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final

1 Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
2 and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator
3 will also maintain and monitor an email address and a toll-free telephone number to receive Class
4 Member calls, faxes and emails.

5 8.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
6 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5
7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator
8 shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying
9 information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion
10 List”); (b) the names and other identifying information of Class Members who have submitted invalid
11 Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether
12 valid or invalid).

13 8.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
14 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices
15 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or
16 invalid) received, objections received, challenges to Workweeks received and/or resolved, and
17 checks mailed for Individual Class Payments (“Weekly Report”). The Weekly Reports must include
18 provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies
19 of all Requests for Exclusion and objections received.

20 8.8.4. Workweek Challenges. The Administrator has the authority to address and make final
21 decisions consistent with the terms of this Agreement on all Class Member challenges over the
22 calculation of Workweeks. The Administrator’s decision shall be final and not appealable or
23 otherwise susceptible to challenge.

24 8.8.5. Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff
25 is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to
26 Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its
27 due diligence and compliance with all of its obligations under this Agreement, including, but not
28 limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of

Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6. Final Report by Settlement Administrator. Within [10] days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. CLASS SIZE ESTIMATES. Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 262 Class Members and 47,772 Total Workweeks during the Class period.

10. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel

not later than [seven] days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved

1 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
2 Settlement Amount.

3 11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
4 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
5 modification of this Agreement (including, but not limited to, the scope of release to be granted by
6 Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously
7 work together in good faith to address the appellate court's concerns and to obtain Final Approval
8 and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably
9 incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the
10 Class Representative Service Payment or any payments to Class Counsel shall not constitute a
11 material modification of the Judgment within the meaning of this paragraph, as long as the Gross
12 Settlement Amount remains unchanged.

13 12. AMENDED JUDGMENT. If any amended judgment is required under Code of
14 Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a
15 proposed amended judgment.

16 13. ADDITIONAL PROVISIONS.

17 13.1. No Admission of Liability, Class Certification or Representative Manageability for
18 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
19 Nothing in this Agreement is intended or should be construed as an admission by Defendants that
20 any of the allegations in the Operative Complaint have merit or that Defendants have any liability for
21 any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
22 Defendants' defenses in the Action have merit. The Parties agree that class certification and
23 representative treatment is for purposes of this Settlement only. If, for any reason the Court does
24 grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to
25 contest certification of any class for any reasons, and Defendants reserve all available defenses to the
26 claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds
27 available and to contest Defendants' defenses. The Settlement, this Agreement and Parties'
28 willingness to settle the Action will have no bearing on, and will not be admissible in connection

1 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
2 Agreement).

3 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants
4 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
5 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
6 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or
7 indirectly, specifically or generally, to any person, corporation, association, government agency, or
8 other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be
9 instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent
10 necessary to report income to appropriate taxing authorities; (4) in response to a court order or
11 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.
12 Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or
13 subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense Counsel
14 separately agree not to, directly or indirectly, initiate any conversation or other communication,
15 before the filing of the Motion for Preliminary Approval, any with third party regarding this
16 Agreement or the matters giving rise to this Agreement except to respond only that "the matter was
17 resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications
18 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

19 13.3. No Solicitation. The Parties separately agree that they and their respective counsel
20 and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
21 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to
22 communicate with Class Members in accordance with Class Counsel's ethical obligations owed to
23 Class Members.

24 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this
25 Agreement together with its attached exhibits shall constitute the entire agreement between the
26 Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants,
27 or inducements made to or by any Party.
28

1 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
2 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
3 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
4 terms, and to execute any other documents reasonably required to effectuate the terms of this
5 Agreement including any amendments to this Agreement.

6 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use
7 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
8 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
9 as requested by the Court. In the event the Parties are unable to agree upon the form or content of any
10 document necessary to implement the Settlement, or on any modification of the Agreement that may
11 become necessary to implement the Settlement, the Parties will seek the assistance of a mediator
12 and/or the Court for resolution.

13 13.7. No Prior Assignments. The Parties separately represent and warrant that they have
14 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
15 encumber to any person or entity and portion of any liability, claim, demand, action, cause of action,
16 or right released and discharged by the Party in this Settlement.

17 13.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel
18 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
19 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
20 10, as amended) or otherwise.

21 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
22 modified, changed, or waived only by an express written instrument signed by all Parties or their
23 representatives, and approved by the Court.

24 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure
25 to the benefit of, the successors of each of the Parties.

26 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
27 governed by and interpreted according to the internal laws of the state of California, without regard
28 to conflict of law principles.

1 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
2 of this Agreement. This Agreement will not be construed against any Party on the basis that the Party
3 was the drafter or participated in the drafting.

4 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders
5 entered during Action and in this Agreement relating to the confidentiality of information shall
6 survive the execution of this Agreement.

7 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to
8 Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel
9 by Defendants in connection with the mediation, other settlement negotiations, or in connection with
10 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
11 be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later
12 than 90 days after the date when the Court discharges the Administrator's obligation to provide a
13 Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and
14 electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of
15 the Administrator's obligation, Defendants makes a written request to Class Counsel for the return,
16 rather than the destructions, of Class Data.

17 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
18 inserted for convenience only and does not constitute a part of this agreement.

19 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
20 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
21 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

22 13.17. Notice. All notices, demands or other communications between the Parties in
23 connection with this agreement will be in writing and deemed to have been duly given as of the third
24 business day after mailing by United States mail, or the day sent by email or messenger, addressed
25 as follows:

26 To Plaintiff:

27 Jennifer Kramer (jennifer@employmentattorneyla.com)
28 Brandon Ruiz (brandon@employmentattorneyla.com)
 Hennig Kramer Ruiz & Singh, LLP
 3600 Wilshire Blvd, Suite 1908

Los Angeles, CA 90010

Preston Lim (phl@limlawgroup.com)
Lim Law Group, P.C.
1504 W. Artesia Sq., Suite B

Gardena, CA 90248

To Defendant:

Soo Y. Park (spark@btlaw.com)
Barnes & Thornburg, LLP
2029 Century Park East, Suite 300

Los Angeles, California 90067

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts, and each of them, will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that, upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, that pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

PLAINTIFF

Date: 04 / 07 / 2024

Brian Joh

Brian Joh

CLASS COUNSEL

HENNIG KRAMER RUIZ & SINGH, LLP
LIM LAW GROUP, PC

Date: 04/08/2024



Brandon Ruiz
Jennifer Kramer
Preston Lim

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DEFENDANT

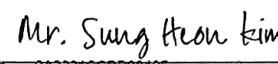
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SUNGHEON KANG
President, Wang Globalnet

DEFENDANT

Date: 4/24/2024

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SUNGHEON KANG

DEFENDANT

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MICHAEL KWON

DEFENDANTS' COUNSEL
BARNES & THORNBURG, LLP

Date: 4/23/2024


Soo Y. Park