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Attorneys for Defendants Galbi Brothers, Inc. and Bu Gweon Ju

**SUPERIOR COURT OF THE STATE OF CALIFORNIA****FOR THE COUNTY OF LOS ANGELES**

GUILLERMO GRIJALVA, individually  
and on behalf of all individuals similarly  
situated,

Plaintiff,

vs.

GALBI BROTHERS, INC., a California  
corporation; BU GWEON JU, an  
individual; and DOES 1 through 25,  
inclusive,

Defendants.

Case No. 21STCV21696

**[CLASS ACTION]**

Assigned for All Purposes to the Honorable  
Elihu M. Berle, Dept. SSC6

**JOINT STIPULATION OF CLASS  
ACTION AND PAGA SETTLEMENT  
AND RELEASE**

Action Filed: June 10, 2021

FAC Filed: June 24, 2021

Trial Date: None Set

## JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (the “Settlement Agreement” or “Agreement”) is made and entered into by and between Plaintiff Guillermo Grijalva (“Plaintiff”), individually and on behalf of all individuals similarly situated, and Defendants Galbi Brothers, Inc. and Bu Gweon Ju (collectively, “Defendants”) (collectively with Plaintiff, the “Parties” or singularly “Party”). Except as otherwise specified, defined terms shall have the meanings set forth in the Recitals and Section 1 of this Agreement.

### 1. DEFINITIONS

The following section defines terms that are not defined above. Some definitions use terms that are defined later in this section:

**1.1** “Action” means the above-captioned putative class action, styled *Guillermo Grijalva v. Galbi Brothers, Inc., et al.*, Case No. 21STCV21696, filed on June 10, 2021, in the Superior Court of the State of California, for the County of Los Angeles.

**1.2** “Aggrieved Employees” means all individuals who have been, or currently are, employed by Defendants as “non-exempt employees” during the PAGA Period.

**1.3** “Amended PAGA Notice” means Plaintiff’s letter submitted to the LWDA, with a copy to Defendants, on March 25, 2022, providing amended notice pursuant to Labor Code section 2699.3, subd. (a).

**1.4** “Class Counsel” means LOYR, APC, counsel for Plaintiff and the Putative Class Members, as follows:

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**1.5** “Class Counsel Award” means the amount awarded by the Court to Class Counsel pursuant to this Settlement Agreement for its reasonable attorneys’ fees, costs, and expenses

1 incurred in connection with the litigation and resolution of this Action, including, but not limited  
2 to, reasonable attorneys' fees for work performed by Class Counsel; costs associated with  
3 documenting the Settlement, securing the Court's approval of the Settlement, administering the  
4 Settlement, and obtaining entry of the Final Judgment terminating this Action; and expenses for  
5 any experts. The Class Counsel Award should be paid from, and not in addition to, the Gross  
6 Settlement Fund.

7 **1.6** "Class List" means a list of the Putative Class Members formatted in an  
8 electronically usable format (such as in Microsoft Office Excel format) and shall include each  
9 Putative Class Member's full name, last known mailing address and telephone number, Social  
10 Security number, dates of employment, all e-mail addresses on file (if known), workweeks they  
11 worked during the Class Period and PAGA Period, and any other information required to  
12 effectuate the Settlement. The Settlement Administrator will treat the Class List as confidential,  
13 and the Class List shall not be used for any purpose other than as set forth herein. The Settlement  
14 Administrator shall not disclose the Class List to any person or entity.

15 **1.7** "Class Notice" means a notice of information regarding the Settlement, which  
16 shall be provided to Putative Class Members, with the following information of: (a) information  
17 regarding the nature of the Action; (b) a summary of the Settlement Agreement; (c) the definition  
18 of the Putative Class; (d) the formula for calculating the Net Settlement Amount (including the  
19 amounts sought for the Class Counsel Award, Class Representative Service Award, estimated  
20 Settlement Administration Costs), and Individual Class Settlement Payments; (e) the definition of  
21 the Class Period; (f) instructions on how to submit a Request for Exclusion or Objections to the  
22 Class Settlement; and (g) the deadlines by which the Putative Class Members must postmark a  
23 Request for Exclusion or Objections to the Class Settlement (i.e., the Response Deadline). The  
24 Class Notice shall also inform Putative Class Members that, if Putative Class Members who are  
25 also Aggrieved Employees submit timely and valid Requests for Exclusion, they will not be  
26 entitled to receive an Individual Class Settlement Payment but will still be entitled to receive a  
27 PAGA Payment. The Class Notice shall also inform Putative Class Members that if they do not  
28 submit timely and valid Requests for Exclusion will still be able to submit Objections to the Class

1 Settlement by the Objection Deadline. The Class Notice shall be in a form that is substantially  
2 similar to the Notice of Proposed Class Action Settlement attached hereto as Exhibit B.

3 **1.8** “Class Period” refers to the period of time from June 10, 2017, to the date of entry  
4 of the Preliminary Approval Order.

5 **1.9** “Class Representative Service Award” means the amount to be awarded by the  
6 Court pursuant to this Agreement to be paid to Plaintiff in recognition of his effort and work in  
7 prosecuting the Action on behalf of the Putative Class Members and others similarly situated,  
8 and the associated risks of acting as the class representative; and in exchange of the general  
9 release set forth in Section 9.1 below. The Parties acknowledge and agree that the Class  
10 Representative Service Award is not a wage payment representing compensation for services  
11 rendered or unpaid income otherwise owed to Plaintiff by Defendants. Rather, the Class  
12 Representative Service Award is characterized as a non-wage payment attributable to Plaintiff’s  
13 role as a potential and actual class representative, for the risks and work attendant to that role,  
14 and in exchange of the general release set forth in Section 9.1 below. As such, income or  
15 employment tax withholdings (i.e., Employment and Payroll Taxes) or other deductions will not  
16 be made from the Class Representative Service Award, but it shall be reported on an IRS Form  
17 1099 or similar form to the appropriate taxing authorities.

18 **1.10** “Class Settlement” means the settlement and resolution of the Class Released  
19 Claims.

20 **1.11** “Complaint” means the Class Action Complaint filed in the Action on June 10,  
21 2021.

22 **1.12** “Defense Counsel” means Law Offices of Yohan Lee, counsel for Defendants, as  
23 follows:

24 Yohan Lee, Esq. (SBN 259271)  
25 David S. Lee, Esq. (SBN 270130)  
26 LAW OFFICES OF YOHAN LEE  
27 5681 Beach Boulevard, Suite 200  
28 Buena Park, California 90621  
Phone: (714) 523-2700  
Fax: (714) 523-7100



1           **1.13** “Effective Date” means the date by when both of the following have occurred: (a)  
2 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the  
3 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no  
4 Settlement Class Member objects to the Class Settlement, the day the Court enters Judgment; (b)  
5 if one or more Settlement Class Members objects to the Class Settlement, the day after the deadline  
6 for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed,  
7 the day after the appellate court affirms the Judgment and issues a remittitur.

8           **1.14** “Employment and Payroll Taxes” means all tax withholdings to be made from the  
9 wage portion (1/3) of the Individual Class Settlement Payment to pay for state and federal  
10 employment and payroll taxes by both the employer and the employee (including, but not limited  
11 to, Federal and California unemployment insurance tax, and California Employment Training Tax,  
12 FICA and Medicare Contributions).

13           **1.15** “Final Approval Hearing” means the hearing at which the Court decides whether  
14 to enter the Final Approval Order and Judgment.

15           **1.16** “Final Approval” means an order finally approving the Class Settlement as being  
16 fair, reasonable and adequate, and certifying the Settlement Class. The [Proposed] Final  
17 Approval Order and Judgment submitted to the Court for its approval shall be substantially  
18 similar to the form attached to this Agreement as Exhibit C.

19           **1.17** “Final Funding” means the second and final payment in the amount of \$100,000  
20 to be paid by Defendants no later than March 29, 2023.

21           **1.18** “Individual Class Settlement Payment” means a Settlement Class Member’s pro  
22 rata share of the Net Settlement Amount calculated according to the number of Workweeks  
23 worked during the Class Period, as set forth in Section 8.4 below.

24           **1.19** “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of  
25 25% of the PAGA Penalties calculated according to the number of Workweeks worked during  
26 the PAGA Period, as set forth in Section 8.7 below.

27           **1.20** “Initial Funding” means the initial payment in the amount of \$100,000 to be paid  
28 by Defendants within ten (10) business days from the Effective Date.

1           **1.21**   “Judgment” or “Final Judgment” means the judgment to be rendered by the Court  
2 pursuant to this Agreement, substantially in the form attached hereto as Exhibit C, styled as  
3 “[Proposed] Order Granting Final Approval of Settlement and Entry of Judgment.” The Final  
4 Judgment shall be a judgment for purposes of Rule 3.771(a) of the California Rules of Court.

5           **1.22**   “Gross Settlement Fund” means the total settlement amount of Two Hundred  
6 Thousand Dollars (\$200,000.00) to be paid by Defendants pursuant to this Agreement, exclusive  
7 of Defendants’ share of the Employment and Payroll Taxes. Except as otherwise provided in  
8 this Agreement, any amount of the Gross Settlement Fund not required for payment of the Class  
9 Representative Service Award to Plaintiff, Settlement Administration Costs to the Settlement  
10 Administrator, and the Class Counsel Award to Class Counsel, shall be used, as described in  
11 Sections 3.5 and 3.6, to cover all payments to Settlement Class Members, including the employee’s  
12 (but not the employer’s) share of the Employment and Payroll Taxes. The entire amount of the  
13 Gross Settlement Fund is non-reversionary. Defendants’ share of the Employment and Payroll  
14 Taxes shall be paid separately by Defendants in addition to the Gross Settlement Fund. The Gross  
15 Settlement Fund shall be paid by Defendants in two payments, as set forth in Section 8.2 below.

16           **1.23**   “LWDA” means the California Labor and Workforce Development Agency that  
17 shall receive an amount equal to seventy-five percent (75%) of the amount allocated as PAGA  
18 Penalties pursuant to this Agreement, pursuant to Labor Code section 2698, et seq., and to settle  
19 the claim for recovery of civil penalties as set forth in Plaintiff’s Amended PAGA Notice.

20           **1.24**   “LWDA PAGA Payment” means the 75% of the PAGA Penalties to be paid to the  
21 LWDA under Labor Code section 2699, subd. (i).

22           **1.25**   “NCOA” means the Settlement Administrator’s investigation and search for current  
23 Putative Class Member mailing addresses using all reasonably available sources, methods and  
24 means including, but not limited to, the National Change of Address database, skip traces, and  
25 direct contact by the Settlement Administrator with Putative Class Members.

26           **1.26**   “Net Settlement Amount” means the net amount that will be paid to the Settlement  
27 Class Members after the following payments are deducted from the Gross Settlement Fund: (1)  
28 PAGA Penalties; (2) Settlement Administration Costs; (3) Class Representative Service Award;

1 and (4) Class Counsel Award. The Net Settlement Amount is currently estimated to be  
2 \$87,833.34, from which each employee's share of the Employment and Payroll Taxes will be  
3 deducted prior to distribution to Settlement Class Members. The Parties acknowledge that this  
4 figure may change depending on the extent to which the Court approves the proposed allocations  
5 under this Agreement.

6 **1.27** "Non-Participating Class Member" means any Putative Class Member who opts  
7 out of the Class Settlement by sending the Settlement Administrator a valid and timely Request  
8 for Exclusion.

9 **1.28** "Notice Mailing Deadline" means the date by which the Settlement Administrator  
10 shall mail the Class Notice to Putative Class Members, which shall be no later than twenty-one  
11 (21) calendar days after the Preliminary Approval Date.

12 **1.29** "Objection" means a Putative Class Member's valid and timely written objection  
13 to the Class Settlement.

14 **1.30** "Operative Complaint" means the First Amended Class Action Complaint filed in  
15 the Action on June 24, 2021.

16 **1.31** "PAGA" means the Private Attorneys General Act, Labor Code §§ 2698, et seq.

17 **1.32** "PAGA Notice" means Plaintiff's letter submitted to the LWDA, with a copy to  
18 Defendants, on April 20, 2021, providing notice pursuant to Labor Code section 2699.3, subd. (a).

19 **1.33** "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee  
20 worked for Defendants for at least one day during the PAGA Period.

21 **1.34** "PAGA Penalties" means the total amount of PAGA civil penalties (\$20,000.00) to  
22 be paid from the Gross Settlement Fund, allocated 25% to the Aggrieved Employees (\$5,000.00)  
23 and 75% to LWDA (\$15,000.00) in settlement of PAGA claims asserted in the Action.

24 **1.35** "PAGA Period" means the period from April 20, 2020, to the Preliminary Approval  
25 Date.

26 **1.36** "Plaintiff" means Guillermo Grijalva, the named plaintiff in the Action.

27 **1.37** "Preliminary Approval" means the Court's order granting preliminary approval of  
28 the Class Settlement.

1           **1.38** “Preliminary Approval Order” means the Court order granting preliminary  
2 approval of the Settlement Agreement, also styled as the “Order Granting Preliminary Approval,  
3 Approval of PAGA Settlement, and Setting a Settlement Final Approval Hearing.” The  
4 [Proposed] Preliminary Approval Order submitted to the Court for its approval shall be  
5 substantially similar to the form attached to this Agreement as Exhibit A.

6           **1.39** “Putative Class” refers to the following groups of individuals: “All individuals  
7 who have been, or currently are, employed by Defendants as ‘non-exempt employee’ during the  
8 Class Period. Excluded from the Class are employees who work only administrative and/or  
9 managerial functions only as exempt employees.” “Putative Class Member(s)” refers to a  
10 member(s) of the Putative Class. At the time of entering into this Settlement Agreement, it is  
11 estimated that there are approximately 104 Putative Class Members according to the information  
12 provided by Defendants.

13           **1.40** “Released Class Claims” means the claims being released as described in Section  
14 9.2 below.

15           **1.41** “Released PAGA Claims” means the claims being released as described in  
16 Section 9.3 below.

17           **1.42** “Released Parties” means Defendants, each of their respective past, present and/or  
18 future parent companies, subsidiaries, affiliates, current and former management companies,  
19 shareholders, members, partners, agents, accountants, insurers, reinsurers, claims administrators,  
20 attorneys, and any past, present or future officers, directors, and employees, predecessors,  
21 successors, or assigns thereof.

22           **1.43** “Releasing Parties” means Plaintiff and all Settlement Class Members, and each  
23 of their respective successors, assigns, legatees, heirs, and personal representatives.

24           **1.44** “Request for Exclusion” means a timely and valid written request submitted by a  
25 Putative Class Member by the Response Deadline, indicating that he or she requests to be  
26 excluded from the Class Settlement and in the manner specified in the Class Notice.

27           **1.45** “Response Deadline” means the date by which any Request for Exclusion or  
28 Objection shall be postmarked and submitted to the Settlement Administrator. The Response

Deadline shall be no later than forty-five (45) calendar days after the Notice Mailing Deadline, or fifteen (15) days after the Settlement Administrator re-mails the Class Notice to the Putative Class Member, whichever is later.

**1.46** “Settlement” means the disposition of the Action effected by this Settlement Agreement and the Judgment.

**1.47** “Settlement Administrator” means Simpluris, Inc., the third-party class action settlement administrator mutually agreed to by the Parties for the purposes of administering this Settlement. The Parties will each ensure and represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

**1.48** “Settlement Administration Costs” means the amount of costs payable from the Gross Settlement Fund to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and mailing the Notice Packet in English, Spanish, and Korean; receiving and processing any objections to the Class Settlement; distributing necessary payments to the Settlement Class, Class Representative, and Class Counsel; tax reporting; and providing necessary reports and declarations, as requested by the Parties and in conformity with this Settlement Agreement. The Settlement Administration Costs shall be paid from the Gross Settlement Fund.

**1.49** “Settlement Class” refers to Putative Class Members who do not submit a timely and valid Request for Exclusion pursuant to this Settlement Agreement. “Settlement Class Member(s)” refers to a member(s) of the Settlement Class.

**1.50** “Total Workweeks” means the sum of the Workweeks worked by all Putative Class Members during the Class Period or by all Aggrieved Employees during the PAGA Period.

**1.51** “Unknown Claims” means, as to the Released Claims, claims that could have been raised in this Action, based on or arising out of the factual allegations pled in the Operative Complaint, which the Releasing Parties do not know or suspect to exist, and which, if known, may affect their agreement to release the Released Parties and/or the Released Claims, and may affect their decision to agree, object, or not object to the Class Settlement. Upon the Effective Date, the

1 Releasing Parties shall be deemed to have expressly waived and relinquished, as it relates to the  
2 Released Claims or the facts alleged in the Complaint, the provisions, rights and benefits of Section  
3 1542 of the California Civil Code, or any other similar provision under federal or state law, which  
4 provides:

5 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
6 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**  
7 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**  
8 **RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE**  
9 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**  
10 **DEBTOR OR RELEASED PARTY.**

11 The Releasing Parties fully understand that the facts and theories on which this Settlement  
12 Agreement is executed may be different from the facts now believed by the Releasing Parties and  
13 their Counsel to be true and expressly accept and assume the risk of this possible difference in  
14 facts and agree that this Settlement Agreement remains effective despite any difference in facts.  
15 The Releasing Parties agree that this waiver is an essential and material term of this release and  
16 the Settlement that underlies it and that, without such waiver, the Settlement would not have been  
17 accepted.

18 **1.52** “Workweek” means any week (i.e., seven consecutive 24-hour days from Monday  
19 to Sunday) during which a Putative Class Member worked for Defendants for at least one day,  
20 during the Class Period.

## 2. RECITALS

21 A. Plaintiff filed the above-captioned putative class action complaint against  
22 Defendants on June 10, 2021, in the Superior Court for the County of Los Angeles (the  
23 “Action”).

24 B. Prior to filing this Action, on April 20, 2021, Plaintiff provided the California  
25 Labor and Workforce Development Agency (“LWDA”) with notice of his claim for recovery of  
26 civil penalties under the California Private Attorneys General Act of 2004, Labor Code sections  
27 2698, et seq. (“PAGA”). After the 65-day waiting period under Labor Code section 2699.3,  
28

1 LWDA did not notify Plaintiff and his counsel that the agency would investigate the claim set  
2 forth in Plaintiff's notice provided under the PAGA on April 20, 2021 ("PAGA Notice").

3 C. On June 24, 2014, Plaintiff filed a First Amended Complaint ("FAC"). The FAC  
4 asserts eight causes of action for: (1) Failure to Compensate All Hours Worked in Violation of  
5 Industrial Welfare Commission Order No. 4 And Cal. Labor Code §§ 200, 226, 500, 510, 1194,  
6 1197, and 1198; (2) Failure to Pay Penalties for Missed Meal and Rest Breaks in Violation of Cal.  
7 Labor Code §§ 200, 226.7, 512 and 12 California Code of Regulations § 11050; (3) Failure to Pay  
8 Minimum Wages in Violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197; (4) Failure to Pay  
9 Overtime and Double-Time Compensation in Violation of Cal. Labor Code § 1194, *Et Seq.*; (5)  
10 Failure to Provide Furnish Accurate, Itemized Wage Statements in Violation of Cal. Labor Code  
11 § 226; (6) Failure to Pay Compensation Upon Termination of Employment in Violation of Cal.  
12 Labor Code § 201-203; (7) Violations of Cal. Business & Professions Code §§ 17200, *Et Seq.*; and  
13 (8) Violation of Labor Code §§ 2698, *Et Seq.* ("PAGA"). The FAC seeks damages, restitution,  
14 Labor Code penalties, attorneys' fees, costs and interest on behalf of Plaintiff and the putative  
15 class.

16 D. Defendants answered the FAC on September 30, 2021, generally denying the  
17 allegations in the FAC and asserting several affirmative defenses.

18 E. In accordance with the complex civil division procedure, the Court initially  
19 imposed a stay on all discovery and motion practice prior to the initial Case Management  
20 Conference. Once the stay was lifted, Plaintiff propounded discovery requests on Defendants to  
21 ascertain the identity and contact information for the putative class members, as well as relevant  
22 time and payroll records pertaining to their employment. The Parties also agreed to attempt a  
23 resolution of this matter through private mediation. In preparation thereof, Defendants provided  
24 information/data concerning alleged putative class members to allow Plaintiff to perform an  
25 analysis. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth  
26 in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*  
27 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").  
28

1 F. On March 25, 2022, Plaintiff amended his PAGA Notice to include a violation of  
2 Labor Code section 1174 for Defendants' alleged failure to maintain payroll records at a central  
3 location within the State of California, which was disclosed during the initial written discovery  
4 conducted as set forth above. The LWDA did not provide Plaintiff and his counsel with notice of  
5 investigate the claim within the 65-day waiting period required under Labor Code section 2699.3.

6 G. On March 29, 2022, the Parties participated in an all-day mediation of this Action  
7 before Steve Pearl, Esq., an experienced employment mediator. After a full day of mediation  
8 and subsequent negotiation of the settlement terms, the Parties were able to agree to the material  
9 terms of this Settlement Agreement.

10 H. At all times, Defendants have denied and continue to deny any wrongdoing and  
11 deny that they committed, threatened, or attempted to commit, any of the wrongful acts or  
12 violations of law or duty that are alleged in the FAC, and instead contend that they have acted in  
13 accordance with the law. Defendants also deny that Plaintiff or the Settlement Class are entitled  
14 to any form of damages, penalties, or any relief whatsoever (at law or at equity) based on the  
15 conduct alleged in the FAC. In addition, Defendants maintain that they have meritorious defenses  
16 to the claims alleged in the FAC and were prepared to vigorously defend the Action. Nonetheless,  
17 taking into account the uncertainty and risks inherent in litigation, Defendants have concluded that  
18 defense of the claims asserted in the FAC would be burdensome and expensive, and that it is  
19 desirable and beneficial to fully and finally settle and terminate the Action in the manner and upon  
20 the terms and conditions set forth in this Settlement Agreement.

21 I. Plaintiff believes that the claims asserted in the FAC have substantial merit.  
22 Nonetheless, Plaintiff and his counsel recognize and acknowledge the expense and length of  
23 continued prosecution of the FAC against Defendants through trial and any subsequent appeals.  
24 Plaintiff and Class Counsel have also taken into account the uncertain outcome and risks of  
25 litigation, especially in complex actions, as well as the difficulties and delays inherent in such  
26 litigation. Based on their evaluation, Class Counsel has concluded that the terms and conditions  
27 of this Settlement Agreement are fair, reasonable, and adequate to the Settlement Class, and that  
28



1 it is in the best interests of the Settlement Class to settle the claims raised in the FAC pursuant to  
2 the terms and provisions of this Agreement.

3 J. This Settlement Agreement is made and entered into by and between Plaintiff,  
4 individually and on behalf of all other individuals alleged to be similarly situated, and  
5 Defendants, and is subject to the terms and conditions hereof, and to the Court's approval. The  
6 Parties expressly acknowledge that this Settlement Agreement is entered into solely for the  
7 purpose of compromising significantly disputed claims and that nothing herein is an admission  
8 of liability or wrongdoing by Defendants. The Settlement Agreement's provisions, and all related  
9 drafts, communications and discussions, cannot be construed as or deemed to be evidence of an  
10 admission or concession of any point of fact or law by any person or entity and cannot be offered  
11 or received into evidence or requested in discovery in this Action or any other action or proceeding  
12 as evidence of an admission or concession. In the event that the Court does not execute and file  
13 the Final Approval Order and Judgment, or in the event that the associated judgment does not  
14 become the Final Judgment for any reason, this Settlement Agreement shall be deemed null and  
15 void, it shall be of no force or effect whatsoever, it shall not be referred to or used for any purpose  
16 whatsoever, and the negotiations, terms, and entry of it shall remain subject to the provisions of  
17 California Evidence Code sections 1119 and 1152.

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

21 **3. MONETARY TERMS.**

22 **3.1 Gross Settlement Fund.** The Gross Settlement Fund shall be Two Hundred  
23 Thousand Dollars (\$200,000), the entirety of which shall be non-reversionary.

24 (a) The PAGA Penalties, Settlement Administration Costs, Class Counsel  
25 Award, and Class Representative Service Award, and Individual Class Settlement Payments  
26 (including employee's share of the Employment and Payroll Taxes) shall be paid from the Gross  
27 Settlement Fund.

(b) The Gross Settlement Fund shall not include the amount Defendants shall pay as the employer's share of Employment and Payroll Taxes to appropriate tax authorities, with respect to the wage portion of the Individual Class Settlement Payments payable to all Settlement Class Members. The employer's share of the Employment and Payroll Taxes shall be paid by Defendants in addition to the Gross Settlement Fund no later than March 29, 2023.

(c) The Settlement Administrator will calculate the amount to be paid to each Settlement Class Member in accordance with the terms and provisions of this Agreement and in accordance with applicable state and federal law (including tax regulations).

(d) No person or entity shall have any claim against Defendants, Defense Counsel, Plaintiff, the Putative or Settlement Class Members, Class Counsel or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

**3.2** PAGA Penalties. PAGA Penalties in the amount of Twenty Thousand Dollars (\$20,000.00) to be paid from the Gross Settlement Fund, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

**3.3** Class Counsel Award.

(a) Defendants agree not to oppose Class Counsel's application for attorneys' fees in an amount not to exceed an amount equal to one-third (1/3) of the Gross Settlement Fund, or in an amount not to exceed Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$66,666.66), and litigation costs and expenses in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00). Plaintiff and Class Counsel agree not to petition the Court for more than Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$66,666.66) in attorneys' fees or more than Fifteen Thousand Dollars (\$15,000.00) in litigation costs and expenses and in no event shall the Class Counsel Award be greater than Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$66,666.66) in attorneys' fees or more than Fifteen Thousand Dollars (\$15,000.00) in litigation costs and expenses.

(b) Class Counsel shall provide Defendants with its current and valid Form W-9 within five (5) business days of the Effective Date.

(c) If the Court approves this Settlement Agreement and a payment of a Class Counsel Award, and so long as the Class Counsel has timely provided Defendants with its current and valid Form W-9, Defendants agree to the disbursement of the attorneys' fees award approved by the Court not to exceed \$66,666.66 and cost award not to exceed \$15,000.00 within ten (10) business days after the Final Funding by Defendants pursuant to Section 8.2 below.

(d) Defendants shall have no responsibility to distribute any payment of fees and costs to any other attorney or law firm, other than Class Counsel, that may claim entitlement to fees and costs under this Settlement Agreement or as a result of the Action.

**3.4** Class Representative Service Award. Defendants agree not to oppose any motion or application by Plaintiff for a Class Representative Service Award in an amount not to exceed Five Thousand Dollars (\$5,000.00) for Plaintiff. Plaintiff agrees not to petition the Court for more than \$5,000 for a Class Representative Service Award and, in no event, shall the Class Representative Service Award to Plaintiff be greater than \$5,000. As part of the motion for Class Counsel Award, Plaintiff will seek the Court approval for any Class Representative Service Award no later than 30 days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Award less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount. Plaintiff shall provide Defendants with his current and valid Form W-9 within five (5) business days of the Effective Date. If the Court approves the Settlement and a Class Representative Service Award, so long as Plaintiff timely provided Defendants with his current and valid Form W-9, Defendants agree to the disbursement of the service award approved by the Court not to exceed \$5,000 within ten (10) business days after the Final Funding by Defendants pursuant to Section 8.2 below.

**3.5** Settlement Administration Costs. The Settlement Administration Costs shall not exceed Fifty-Five Hundred Dollars (\$5,500.00) except for a showing of good cause and as approved by the Court, and shall be paid to the Settlement Administrator within (10) business days after the Final Funding by Defendants pursuant to Section 8.2 below. Actual Settlement Administration Costs shall not exceed Fifty-Five Hundred Dollars (\$5,500.00) except for a showing of good cause and as approved by the Court. To the extent the Settlement

Administration Costs are less or the Court approves payment less than Fifty-Five Hundred Dollars (\$5,500.00), the Settlement Administrator will retain the remainder in the Net Settlement Amount.

**3.6** Reduction in Plaintiff's Class Representative Service Award or Class Counsel Award. Except as otherwise provided, a reduction by the Court or by an appellate court of the Class Representative Service Award or Class Counsel Award sought by Plaintiff and Class Counsel shall not affect any of the Parties' other rights and obligations under this Settlement Agreement.

**4. SETTLEMENT ADMINISTRATION AND NOTICE TO PUTATIVE CLASS.**

**4.1** Selection of Settlement Administrator. The Parties have jointly selected Simpluris, Inc. to serve as the Settlement Administrator and verified that, as a condition of appointment, Simpluris, Inc. agrees to be bound by this Settlement Agreement and to perform, as a fiduciary, all duties specified in this Settlement Agreement in exchange for payment of Settlement Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

**4.2** Employer Identification Number. The Settlement Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

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

**4.4** Delivery of the Class List. Within fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class List to the Settlement Administrator, in an electronic useable format, such as Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Settlement Administrator must maintain the Class List in confidence, use the Class List only for purposes of this Settlement Agreement and for no other purpose, and restrict access to the Class List to Settlement Administrator's employees who

1 need access to the Class List to effect and perform under this Settlement Agreement. Defendants  
2 have a continuing duty to immediately notify Class Counsel, if they discover that the Class List  
3 omitted class member identifying information and to provide corrected or updated Class List as  
4 soon as reasonably feasible. Without any extension of the deadline by which Defendants must  
5 send the Class List to the Settlement Administrator, the Parties and their counsel will expeditiously  
6 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or  
7 omitted Class List.

8 **4.5** Notice by First-Class U.S. Mail. Within ten (10) business days after receiving the  
9 Class List from Defendants, the Settlement Administrator shall mail the Class Notice, in a form  
10 approved by the Court and substantially similar to the Notice of Proposed Class Action  
11 Settlement attached hereto as Exhibit B, to all Putative Class Members via regular First-Class  
12 U.S. Mail, using the last known mailing addresses identified in the Class List.

13 **4.6** Updating of Contact Information in the Class Lists. After receiving the Class List  
14 and prior to mailing the Class Notice, the Settlement Administrator shall perform an NCOA, and  
15 update and correct any known or identifiable address changes to the mailing addresses identified  
16 in the Class List. If the Settlement Administrator determines that a Putative Class Member has  
17 more than one address and it cannot reasonably determine which address is the most current, the  
18 Settlement Administrator shall mail the Class Notice to all such addresses.

19 **4.7** Re-Mailing of Class Notices. Any Class Notices returned to the Settlement  
20 Administrator as non-deliverable on or before the Response Deadline shall be sent promptly,  
21 within three (3) business days of receipt, via regular First-Class U.S. Mail to the forwarding  
22 address affixed thereto. With respect to Class Notices returned to the Settlement Administrator  
23 without a forwarding address, the Settlement Administrator shall attempt to locate an address by  
24 way of skip-trace and promptly re-mail the returned Class Notice via regular First-Class U.S.  
25 Mail.

26 **4.8** Disputed Information on Class Notices. Putative Class Members shall have an  
27 opportunity to dispute the information provided in their Class Notices before the Response  
28 Deadline. To the extent a Putative Class Member disputes the employment dates or the number

1 of Workweeks and/or Pay Periods with which he or she has been credited, the Putative Class  
2 Member may produce evidence to the Settlement Administrator showing that such information  
3 is inaccurate. The Settlement Administrator shall decide the dispute. Defendants' records will  
4 be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by  
5 the Putative Class Member and will make the final decision as to the merits of the dispute. It is  
6 understood and agreed that any decision by the Settlement Administrator shall not operate to  
7 increase the Gross Settlement Fund.

8 **4.9** Request for Exclusion (Opt-Out) Procedures.

9 (a) Any Putative Class Member wishing to opt out from the Class Settlement  
10 must submit and postmark a written and signed Request for Exclusion to the Settlement  
11 Administrator. A Request for Exclusion is a letter from a Putative Class member or his/her  
12 representative who reasonably communicates the Putative Class Member's election to be  
13 excluded from the Class Settlement and includes the Putative Class Member's name, address  
14 and email address or telephone number. To be valid, a Request for Exclusion must be timely  
15 postmarked by the Response Deadline. The date of the postmark on the Request for Exclusion  
16 in which the Request for Exclusion was mailed shall be the exclusive means to determine  
17 whether a Request for Exclusion has been timely submitted.

18 (b) The Settlement Administrator may not reject a Request for Exclusion as  
19 invalid because it fails to contain all the information specified in the Class Notice. The  
20 Settlement Administrator shall accept any Request for Exclusion as valid if the Settlement  
21 Administrator can reasonably ascertain the identity of the person as a Putative Class Member  
22 and the Putative Class Member's desire to be excluded from the Settlement Class. The  
23 Settlement Administrator's determination shall be final and not appealable or otherwise  
24 susceptible to challenge. If the Settlement Administrator has reason to question the authenticity  
25 of a Request for Exclusion, the Settlement Administrator may demand additional proof of the  
26 Putative Class Member's identity. The Settlement Administrator's determination of authenticity  
27 shall be final and not appealable or otherwise susceptible to challenge.

(b) Every Putative Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Settlement Class Member under this Settlement Agreement, entitled to all benefits and bound by all terms and conditions therein, including the Settlement Class Member's and Aggrieved Employee's Releases under Sections 9.2 and 9.3 of this Settlement Agreement, regardless whether the Settlement Class Member actually receives the Class Notice or objects to the Class Settlement.

(c) Every Putative Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Settlement Payment or have the right to object to the Class Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section 9.3 of this Settlement Agreement and are eligible for an Individual PAGA Payment.

#### **4.10 Objection Procedures.**

(a) Only Settlement Class Members may object to the Class Settlement and/or this Settlement Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Award and/or Class Representative Service Award.

(b) To object to the Class Settlement, a Settlement Class Members may send written objections to the Settlement Administrator, postmarked on or before the Response Deadline.

(c) Non-Participating Class Members have no right to object to any aspect of the Class Settlement.

(d) No Settlement Class Member shall be heard or entitled to object, and no papers or briefs submitted by any such person shall be received or considered by the Court, unless on or before Response Deadline, the Settlement Class Member, or his or her counsel, has properly filed their objections with the Settlement Administrator as provided in the Settlement Agreement and the Class Notice. Any Settlement Class Member who does not make his or her objection in the Manner provided for in the Settlement Agreement and Class Notice shall be deemed to have

1 waived such objection and shall forever be foreclosed from making any objection to the Class  
2 Settlement.

3 ///

4 **4.11 Weekly Reports.** The Settlement Administrator shall provide Defense Counsel  
5 and Class Counsel written reports, on a weekly basis, that, among other things, tally the number  
6 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for  
7 Exclusion (whether valid or invalid) received, Objections received, challenges to Workweeks  
8 and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments  
9 and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the  
10 Settlement Administrator’s assessment of the validity of Requests for Exclusion and attach  
11 copies of all Requests for Exclusion and Objections received.

12 **4.12 Notice Sufficient.** The Parties agree not to engage in any other form of non-Court-  
13 sanctioned publicity relating to this Settlement or the Action.

14 **4.13 No Solicitation of Settlement Objections or Exclusions.** The Parties agree that at  
15 no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Putative  
16 Class Members to submit Objections or Requests for Exclusion from the Class Settlement, or to  
17 appeal from the Court’s Final Approval Order and Judgment.

18 **4.14 Settlement Administrator’s Declaration.** Not later than fourteen (14) calendar  
19 days before the date by which Plaintiff is required to file the Motion for Final Approval of the  
20 Settlement, the Settlement Administrator shall provide Class Counsel and Defense Counsel with  
21 a signed declaration suitable for filing in Court attesting to its due diligence and compliance with  
22 all of its obligations under this Settlement Agreement, including, but not limited to, its mailing  
23 of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices,  
24 attempts to locate Putative Class Members, the total number of Requests for Exclusion from  
25 Settlement if received (both valid or invalid), the number of written objections and attach the  
26 Exclusion List. The Settlement Administrator will supplement its declaration as needed or  
27 requested by the Parties and/or the Court. Class Counsel is responsible for filing the Settlement  
28 Administrator’s declaration(s) in Court.



1           **4.15**   Final Report by Settlement Administrator. Within ten (10) calendar days after  
2 the Settlement Administrator disburses all funds in the Gross Settlement Fund, the Settlement  
3 Administrator shall provide Class Counsel and Defense Counsel with a final report detailing its  
4 disbursements by employee identification number only of all payments made under this  
5 Settlement Agreement. At least fourteen (14) calendar days before any deadline set by the Court,  
6 the Settlement Administrator will prepare, and submit to Class Counsel and Defense Counsel, a  
7 signed declaration suitable for filing in Court attesting to its disbursement of all payments  
8 required under this Settlement Agreement. Class Counsel is responsible for filing the Settlement  
9 Administrator's declaration in Court.

10       **5.       FINAL APPROVAL HEARING; JUDGMENT.**

11           **5.1**   Final Approval Hearing and Entry of the Final Approval Order and Judgment.  
12 Upon expiration of the Response Deadline, a Final Approval Hearing shall be conducted to  
13 determine whether the Court should enter a Final Approval Order and Judgement, providing for,  
14 among other things the amounts properly payable for: (a) Individual Class Settlement Payments;  
15 (b) LWDA Payment; (c) PAGA Individual Payments; (d) the Class Counsel Award; (e) the Class  
16 Representative Service Award; and (f) the Settlement Administration Costs. The proposed Final  
17 Approval Order and Judgment must be substantially similar to the form attached as Exhibit C.  
18 Defendants shall be permitted, but not required, to file its own brief in support of the Final  
19 Approval Order and Judgment.

20           **5.2**   Motion for Final Approval. Not later than thirty (30) calendar days before the  
21 calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the  
22 Settlement that includes a request for approval of the PAGA settlement under Labor Code section  
23 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively,  
24 "Motion for Final Approval").

25           **5.3**   Response to Objections. Each Party retains the right to respond to any objection  
26 raised by a Settlement Class Member, including the right to file responsive documents in Court  
27 no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or  
28 accepted by the Court.

1           **5.4     Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final  
2 Approval on any material change to the Settlement (including, but not limited to, the scope of  
3 release to be granted by Class Members), the Parties will expeditiously work together in good  
4 faith to address the Court's concerns by revising the Settlement Agreement as necessary to obtain  
5 Final Approval. The Court's decision to award less than the amounts requested for the Class  
6 Representative Service Award, Class Counsel Award and/or Settlement Administration Costs  
7 shall not constitute a material modification to the Settlement Agreement within the meaning of  
8 this paragraph.

9           **5.5     Judgment and Continuing Jurisdiction of the Court.** Pursuant to California Rules  
10 of Court, Rule 3.769(h), upon Final Approval by the Court, the Parties shall present the judgment  
11 to the Court for its approval. After entry of the judgment, the Court shall retain continuing  
12 jurisdiction over the Parties, Action, and the Settlement solely for purposes of addressing: (i) the  
13 interpretation and enforcement of the terms of the Settlement Agreement, (ii) settlement  
14 administration matters, and (iii) such post-judgment matters as may be appropriate under court  
15 rules or applicable law, or as set forth in this Agreement.

16           **5.6     Settlement Terms Bind All Settlement Class Members.** Any Putative Class  
17 Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid  
18 Request for Exclusion and therefore becomes a Settlement Class Member shall be bound by all  
19 of the terms of this Settlement Agreement, including those pertaining to the Released Claims, as  
20 well as any order that may be entered by the Court if it grants Final Approval.

21           **6.       CLASS SIZE ESTIMATE AND ESCALATOR CLAUSE.** Based on their  
22 records, Defendants represented that, as of the date of the mediation on March 29, 2022, there were  
23 100 Class Members and 6,759 Total Workweeks during the time period from June 10, 2017 to  
24 March 29, 2022. If the number of workweeks worked by Settlement Class Members during the  
25 Class Period is more than 5% greater than this figure (i.e., if there are 7,097 or more Workweeks  
26 worked by Settlement Class Members), Defendants agree to increase the Gross Settlement Fund  
27 on a proportional basis (i.e., if there was a 10% increase in the number of Workweeks worked by  
28

1 Settlement Class Members, Defendants would agree to increase the Gross Settlement Fund by  
2 5%.)

3 **7. DEFENDANTS' RIGHT TO WITHDRAW.**

4 **7.1 Blow Up Clause.** If more than five percent (5%) of the Putative Class Members  
5 request exclusion, then Defendants may, in their sole discretion, within fifteen (15) calendar days  
6 of receiving the Final Response Report from the Settlement Administrator, notify Class Counsel  
7 in writing that it has elected to terminate this Settlement Agreement. If this Settlement Agreement  
8 is terminated, it will be deemed null and void *ab initio*; however, Defendants shall be solely  
9 responsible for all settlement administration costs incurred to that point. In that event: (i) the  
10 Preliminary Approval Order and all of its provisions will be vacated by its own terms; (ii) the  
11 Action will revert to the status that existed before the Agreement's execution date; and (iii) no  
12 term or draft of this Settlement Agreement, or any part or aspect of the Parties' settlement  
13 discussions, negotiations, or documentation will have any affect or be admissible into evidence,  
14 for any purpose, in this Action or any other proceeding.

15 **7.2 Action Status if Settlement Not Approved.** This Settlement Agreement is being  
16 entered into for settlement purposes only. If the Court conditions its Preliminary Approval or Final  
17 Approval on any modifications of this Settlement Agreement that are not acceptable to all Parties,  
18 or if the Court does not grant Final Approval, or if the Effective Date does not occur for any reason,  
19 then this Settlement Agreement will be deemed null and void *ab initio*. In that event (a) the  
20 Preliminary Approval Order, and/or Final Approval Order and Judgment, and all of its or their  
21 provisions will be vacated by its or their own terms, including, but not limited to, vacating  
22 conditional certification of the Class, conditional appointment of Plaintiff as the class  
23 representative and conditional appointment of LOYR, APC as Class Counsel, (b) the Action will  
24 revert to the status that existed before the Settlement Agreement's execution date, and (c) no term  
25 or draft of this Settlement Agreement, or any part of the Parties' settlement discussions,  
26 negotiations or documentation will have any effect or be admissible into evidence for any purpose  
27 in the Action or any other proceeding. If the Court does not approve the Settlement or enter the  
28 Final Approval Order and Judgment for any reason, or if the Effective Date does not occur for any

reason, Defendants shall retain all of their rights to object to the maintenance of the Action as a class action, and nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class action.

**7.3** If the Settlement Agreement does not become effective or if the Effective Date is voided, any reasonable costs already incurred by the Settlement Administrator shall be paid to the Settlement Administrator by Defendants.

## **8. SETTLEMENT FUNDING AND DISTRIBUTION.**

**8.1** Acknowledgement of Potential Administration Cost Increases or Decreases. The Parties hereby acknowledge that Settlement Administration Costs may increase above the current estimate of \$5,500.00 and that any such additional Settlement Administration Costs shall be paid from the Gross Settlement Fund, upon a showing of good cause and with approval by the Court. If the Court approves any less amount than \$5,500.00 as the Settlement Administration Costs, the Settlement Administrator will retain the remainder in the Net Settlement Amount.

**8.2** Funding of Gross Settlement Fund. Defendants shall fully fund the Gross Settlement Fund, and also fund the amounts necessary to fully pay Defendants' share of Employment and Payroll Taxes by transmitting the funds to the Settlement Administrator in two payments as follows:

(a) The initial payment in the amount of \$100,000 shall be paid within ten (10) business days from the Effective Date ("Initial Funding"); and

(b) The second and final payment in the amount of \$100,000 shall be paid no later than March 29, 2023 ("Final Funding").

**8.3** Employer's Share of Employment and Payroll Taxes. Defendants agree to fund the amounts necessary to pay the employer's share of the Employment and Payroll Taxes, in addition to the Gross Settlement Fund of \$200,000, no later than March 29, 2023.

**8.4** Calculation of Individual Class Settlement Payments. Individual Class Settlement Payments shall be calculated and apportioned as follows:

1 (a) The “Net Settlement Amount” shall be calculated by subtracting the  
2 following amounts from the Gross Settlement Fund: PAGA Penalties, Settlement Administration  
3 Costs, Class Representative Service Award, and Class Counsel Award.

4 (b) For each Putative Class Member, the Settlement Administrator shall  
5 determine the number of Workweeks he or she worked during the Class Period. If a Putative  
6 Class Member worked a portion of a Workweek during the Class Period, his or her time shall be  
7 rounded up so that the total number of Workweeks worked by that Settlement Class Member is  
8 a whole number.

9 (c) The Net Settlement Amount shall be divided by the number of Total  
10 Workweeks; the resulting figure is the “Workweek Point Value.”

11 (d) For each Settlement Class Member, the Settlement Administrator  
12 will multiply the number of Workweeks he or she worked during the Class Period by the  
13 Workweek Point Value. The resulting figure shall be the amount of the “Individual Class  
14 Settlement Payment” for each such Settlement Class Member.

15 (e) Each Individual Class Settlement Payment will be allocated as  
16 follows: 1/3 as wages, subject to applicable employer and employee taxes and withholding; 1/3  
17 shall be allocated as penalties; and the remaining 1/3 shall be allocated as interest. The portion  
18 allocated as wages shall be reported on an IRS Form W-2 and the portions allocated to interest  
19 and penalties shall be reported on an IRS Form-1099.

20 (f) From the wage portion of each Individual Class Settlement Payment  
21 (which is 1/3 of the total amount), the employee’s share of the Employment and Payroll Taxes will  
22 be deducted. Defendants will, however, pay the employer’s share of the Employment and Payroll  
23 Taxes separately from the Individual Class Settlement Payment pursuant to Section 3.1(b) and 8.3  
24 above.

25 **8.5** Taxes Owed on Payments to Settlement Class Members. For the amount paid to a  
26 Settlement Class Member as wages, as set forth in his or her W-4 Forms, Defendants shall  
27 withhold or cause to be withheld from the Individual Class Settlement Payments funds necessary  
28 to pay the employee’s share of the Employment and Payroll Taxes. Defendants will withhold

1 federal and state income taxes based on the filing status and exemptions claimed on properly  
2 completed Forms W-4 Forms. Taxes may be withheld at the maximum prescribed rates, if  
3 Defendants do not receive properly completed Forms W-4 Forms. Settlement Class Members  
4 assume full responsibility and liability for any employee's share of the Employment and Payroll  
5 Taxes owed on their Individual Class Settlement Payments.

6 **8.6** Effect of Non-Participating Class Members on Calculation of Individual Class  
7 Settlement Payments. Non-Participating Class Members will not receive any Individual Class  
8 Settlement Payments. The Settlement Administrator will retain amounts equal to their Individual  
9 Class Settlement Payments in the Net Settlement Amount for distribution to Settlement Class  
10 Members on a pro rata basis.

11 **8.7** PAGA Penalties to the LWDA and Aggrieved Employees. PAGA Penalties in  
12 the amount of \$20,000 to be paid from the Gross Settlement Fund, with 75% (\$15,000.00)  
13 allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA  
14 Payments.

15 (a) The Administrator will calculate each Individual PAGA Payment by  
16 first, dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000.00)  
17 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA  
18 Period; and second, multiplying the result by each Aggrieved Employee's PAGA Pay Periods.  
19 Aggrieved Employees assume full responsibility and liability for any taxes owed on their  
20 individual PAGA Payment.

21 (b) If the Court approves PAGA Penalties of less than the amount  
22 requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount.  
23 The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

24 **8.8** Payments from the Gross Settlement Fund. Within ten (10) business days after  
25 Defendants' Initial Funding, the Settlement Administrator will mail checks for all Individual  
26 Class Settlement Payments, all Individual PAGA Payments, and the LWDA PAGA Payment in  
27 whole or any portion thereof in an amount remaining after the Individual Class Settlement  
28 Payments and Individual PAGA Payments are first deducted from the Gross Settlement Fund.

1 Within ten (10) business days after Defendants' Final Funding, the Settlement Administrator  
2 will mail checks for any remaining LWDA Payment due at that point and for the Class  
3 Representative Service Award and Class Counsel Award. Disbursement of the Class  
4 Representative Service Award and the Class Counsel Award shall not precede disbursement of  
5 Individual Class Payments and Individual PAGA Payments.

6 (a) The Settlement Administrator will issue checks for the Individual Class  
7 Settlement Payments and/or Individual PAGA Payments and send them to the Settlement Class  
8 Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently  
9 state the date (not less than 180 days after the date of mailing) when the check will be voided. The  
10 Settlement Administrator will cancel all checks not cashed by the void date. The Settlement  
11 Administrator will send checks for Individual Class Settlement Payments to all Settlement Class  
12 Members (including those for whom Class Notice was returned undelivered). The Settlement  
13 Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees  
14 including Non-Participating Class Members who qualify as Aggrieved Employees (including  
15 those for whom Class Notice was returned undelivered). The Settlement Administrator may send  
16 Settlement Class Members a single check combining the Individual Class Settlement Payment and  
17 the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must  
18 update the recipients' mailing addresses an NCOA (defined above in Section 1.22).

19 (b) The Settlement Administrator must conduct an NCOA for all Settlement  
20 Class Members and Aggrieved Employees whose checks are returned undelivered without USPS  
21 forwarding address. Within three (3) business days of receiving a returned check, the Settlement  
22 Administrator must re-mail the check to the USPS forwarding address provided or to an address  
23 ascertained through the NCOA. The Settlement Administrator need not take further steps to  
24 deliver checks that are returned as undeliverable. The Settlement Administrator shall promptly  
25 send a replacement check to any Settlement Class Member or Aggrieved Employee whose original  
26 check was lost or misplaced, requested by the Settlement Class Member or Aggrieved Employee  
27 prior to the void date.

(c) The payment of Individual Class Settlement Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Settlement Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Settlement Agreement.

**8.9** Uncashed Settlement Checks. For any Settlement Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Settlement Class Member or Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

**8.10** Administration of Taxes by the Settlement Administrator. Defendants may utilize the services of the Settlement Administrator to distribute the payments pursuant to this Section 8. If Defendants use the Settlement Administrator's distribution services, the Settlement Administrator shall be responsible for issuing to Plaintiff, Settlement Class Members, Aggrieved Employees, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator shall then also be responsible for forwarding all Employment and Payroll taxes and other required amounts to the appropriate government authorities.

**9. RELEASES OF CLAIMS.** Upon Defendants fully funding the entire Gross Settlement Fund and all employer payroll taxes owed on the wage portion of the Individual Class Settlement Payments, Plaintiff, Settlement Class Members, and Aggrieved Employees will release claims against all Released Parties as of the Effective Date, as follows:

**9.1** Release by Plaintiff. Upon the Effective Date, Plaintiff, and each of his successors, assigns, legatees, heirs, and personal representatives release and forever discharge Defendants and each of their direct or indirect parents, wholly or majority-owned subsidiaries, affiliated and related entities, predecessors, successors and assigns, partners, privities, and any of their present and former directors, officers, employees, shareholders, agents, representatives, attorneys, accountants, service providers, insurers, and all persons acting by, through, under or



1 in concert with them, or any of them, including but not limited to Galbi Brothers, Inc. and Bu  
2 Gweon Ju from all manners of action, causes of action, claims, demands, rights, suits,  
3 obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties,  
4 losses, costs, expenses, and attorneys' fees, known or unknown, in law or equity, fixed or  
5 contingent, that accrued on or before the execution of this Settlement Agreement.

6 In addition, Plaintiff, and each of his successors, assigns, legatees, heirs, and personal  
7 representatives, expressly waive and relinquish, to the fullest extent permitted by law, the  
8 provisions, rights and benefits under California Civil Code section 1542, or any other similar  
9 provision under federal or state law, which provides:

10 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**  
11 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**  
12 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**  
13 **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.**

14 Plaintiff fully understands that the facts on which this Settlement Agreement is executed may be  
15 different from the facts now believed by Plaintiff and his counsel to be true and expressly accepts  
16 and assumes the risk of this possible difference in facts and agrees that this Settlement Agreement  
17 remains effective despite any difference in facts. Further, Plaintiff agrees that this waiver is an  
18 essential and material term of this release and the Settlement Agreement that underlies it and  
19 that, without such waiver, the Settlement Agreement would not have been accepted.

20 **9.2** Release of Claims by Settlement Class Members. All Settlement Class Members,  
21 on behalf of themselves and their respective former and present representatives, agents, attorneys,  
22 heirs, administrators, successors, and assigns, release Released Parties from all claims that were  
23 alleged, or reasonably could have been alleged, based on the Class Period facts stated in the  
24 Operative Complaint and ascertained in the course of the Action, including any and all claims  
25 involving any alleged failure to compensate for all hours worked; alleged failure to pay penalties  
26 for missed meal and rest breaks; alleged failure to pay minimum wages; failure to pay overtime  
27 wages; alleged failure to reimburse business expenses; alleged failure to furnish accurate,  
28 itemized wage statements; alleged failure to pay compensation upon termination of employment;

1 alleged violation of California's unfair business practices and unfair competition laws; alleged  
2 violation of the California Industrial Welfare Commission's ("IWC") Wage Orders; alleged  
3 violation of the California Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 225.5, 223,  
4 226, 226.3, 226.7, 227.3, 226.8, 432, 500, 510, 512, 558, 558.1, 1171, 1173, 1174, 1182.12,  
5 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 1198.5, 2800 and/or 2802. Except as set forth in  
6 Section 9.3 of this Settlement Agreement, Settlement Class Members do not release any other  
7 claims, including claims for vested benefits, wrongful termination, violation of the Fair  
8 Employment and Housing Act, unemployment insurance, disability, social security, workers'  
9 compensation, or claims based on facts occurring outside the Class Period.

10 **9.3** Release by Aggrieved Employees. All Aggrieved Employees, regardless whether  
11 they are Settlement Class Members or Non-Participating Class Members, are deemed to release,  
12 on behalf of themselves and their respective former and present representatives, agents, attorneys,  
13 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA  
14 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period  
15 facts stated in the Operative Complaint and the Amended PAGA Notice, any alleged failure to  
16 compensate for all hours worked; alleged failure to pay penalties for missed meal and rest breaks;  
17 alleged failure to pay minimum wages; failure to pay overtime wages; alleged failure to  
18 reimburse business expenses; alleged failure to furnish accurate, itemized wage statements;  
19 alleged failure to pay compensation upon termination of employment; alleged violation of  
20 California's unfair business practices and unfair competition laws; alleged violation of the  
21 California Industrial Welfare Commission's ("IWC") Wage Orders; alleged violation of the  
22 California Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 225.5, 223, 226, 226.3,  
23 226.7, 227.3, 226.8, 432, 500, 510, 512, 558, 558.1, 1171, 1173, 1174, 1182.12, 1194, 1194.2,  
24 1198, 1198.5, 1197, 1197.1, 1198.5, 2698, 2699, 2800, and/or 2802.

25 **10. PRELIMINARY APPROVAL PROCESS.**

26 **10.1** Preliminary Approval Hearing. As soon as practicable after this Settlement  
27 Agreement is fully executed, Plaintiff shall move the Court for an order for: (i) conditional  
28 certification of the Settlement Class for settlement purposes only; (ii) preliminary approval of the

1 Class Settlement; (iii) setting a date for the Final Approval Hearing; (iv) appointing Plaintiff as  
2 class representative for settlement purposes only; and (v) appointing the law firm of LOYR, APC  
3 as Class Counsel for settlement purposes only. The proposed Preliminary Approval Order must  
4 be substantially similar to the form attached as Exhibit A. Defendants shall be permitted, but not  
5 required, to file its own brief in support of the Preliminary Approval Order.

6 **10.2 Preliminary Approval of Class Notice.** In conjunction with the motion for entry  
7 of the Preliminary Approval Order, Plaintiff shall submit this Settlement Agreement and the  
8 proposed Class Notice. The Preliminary Approval Order shall also direct the Settlement  
9 Administrator to mail the Class Notice to all Putative Class Members.

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

13 **12. ADDITIONAL PROVISIONS.**

14 **12.1 No Admission of Liability, Class Certification or Representative Manageability**  
15 **for Other Purposes.** This Settlement Agreement represents a compromise and settlement of  
16 highly disputed claims. Nothing in this Settlement Agreement is intended or should be construed  
17 as an admission by Defendants that any of the allegations in the Operative Complaint have merit  
18 or that Defendants have any liability for any claims asserted; nor should it be intended or  
19 construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The  
20 Parties agree that class certification and representative treatment is for purposes of this  
21 Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval  
22 or enter Judgment, Defendants reserve the right to contest certification of any class for any  
23 reasons, Defendants reserve all available defenses to the claims in the Action, and Plaintiff  
24 reserves the right to move for class certification on any grounds available and to contest  
25 Defendants' defenses. This Settlement Agreement and the Parties' willingness to settle the Action  
26 will have no bearing on, and will not be admissible in connection with, any litigation (except for  
27 proceedings to enforce or effectuate the Settlement).

28 **12.2 Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel,

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

**12.3** Further Assurances. The Parties must execute and deliver any additional papers, documents and other assurances, and must do any other acts reasonably necessary, to perform their obligations under this Settlement Agreement and to carry out its expressed intent. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

**12.4** Extension of Postmark Deadlines falling on a Sunday or Federal Holiday. If the last day to postmark any mailing under this agreement falls on a Sunday or Federal holiday, the postmark deadline will be extended to the next day on which the U.S. Postal Service is open.

1           **12.5** Exhibits Incorporated by Reference. The terms of this Settlement Agreement  
2 include the terms set forth in any attached Exhibit, which are incorporated by this reference as  
3 though fully set forth herein. Any Exhibit to this Settlement Agreement is an integral part of the  
4 Settlement.

5           **12.6** Grammar. The neuter form of a pronoun shall be considered to include within its  
6 meaning the masculine and feminine forms of the pronoun, and vice versa.

7           **12.7** No Conflict Intended. Any inconsistency between this Settlement Agreement and  
8 the attached exhibits will be resolved in favor of this Settlement Agreement.

9           **12.8** Headings and Formatting of Definitions. The various headings used in this  
10 Settlement Agreement are solely for the Parties' convenience and may not be used to interpret this  
11 Settlement Agreement. The headings and the formatting of the text in the definitions do not define,  
12 limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

13           **12.9** Interim Stay of Proceedings. The Parties agree to refrain from further litigation  
14 of this matter, except such proceedings necessary to implement and obtain entry of the Final  
15 Approval Order granting final approval of the terms of the Settlement Agreement. The Parties  
16 further agree that the mutual, voluntary cessation of litigation shall terminate if the motion for  
17 entry of the Preliminary Approval Order or the Final Approval Order and Judgment are denied  
18 by the Court.

19           **12.10** No Injunctive Relief. As part of this Settlement Agreement, Defendants shall not  
20 be required to enter any consent decree, nor shall Defendants be required to agree to any  
21 provision of injunctive relief.

22           **12.11** Disposal of the Class List. Information provided to Class Counsel pursuant to  
23 Cal. Evid. Code §1152, if any, and all copies and summaries of the Class List provided to Class  
24 Counsel by Defendants in connection with the mediation, other settlement negotiations, or in  
25 connection with the Settlement, may be used only with respect to this Settlement, and no other  
26 purpose, and may not be used in any way that violates any existing contractual agreement,  
27 statute, or rule of court. Not later than 90 days after the date when the Court discharges the  
28 Settlement Administrator's obligation to provide a declaration confirming the final pay out of

1 all Settlement funds, Settlement Administrator and/or Class Counsel shall destroy, all paper and  
2 electronic versions of Class List received from Defendants, unless, prior to the Court's discharge  
3 of the Settlement Administrator's obligation, Defendants make a written request to Class  
4 Counsel for the return, rather than the destructions, of the Class List.

5 **12.12 Entire Agreement.** This Settlement Agreement and any attached Exhibit  
6 constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous  
7 written or oral agreements may be deemed binding on the Parties.

8 **12.13 Amendment or Modification.** This Settlement Agreement may be amended or  
9 modified only by a written instrument signed by counsel for all Parties or their successors-in-  
10 interest and if after entry of the Preliminary Approval Order, as approved by the Court.

11 **12.14 Real Party in Interest.** In executing this Settlement Agreement, the Parties warrant  
12 and represent that they, including Plaintiff in their representative capacity on behalf of the  
13 Settlement Class, are the only persons having any interest in the claims asserted in the Action.  
14 Neither Plaintiff's claims, nor any part of these claims, have been assigned, granted, or transferred  
15 in any way to any other persons.

16 **12.15 Authorization to Enter Into Agreement.** Counsel for all Parties warrant and  
17 represent they are expressly authorized by the Party whom they represent to negotiate this  
18 Settlement Agreement and to take all appropriate action required or permitted to be taken by  
19 such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any  
20 other documents required to effectuate the terms of this Settlement Agreement.

21 **12.16 Voluntary Agreement.** The Parties have negotiated the Settlement at arms-length  
22 and in good faith, with assistance from Mediator Steve Pearl, Esq., and have executed this  
23 Settlement Agreement knowingly, voluntarily, and without duress or undue influence.

24 **12.17 No Tax Advice.** Neither Plaintiff, Class Counsel, Defendants nor Defense  
25 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this  
26 Settlement Agreement be relied upon as such within the meaning of United States Treasury  
27 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

1           **12.18 Cooperation in Drafting.** The Parties have cooperated in the drafting and  
2 preparation of this Settlement Agreement. This Settlement Agreement shall not be construed  
3 against any Party on the basis that the Party was the drafter or participated in the drafting.

4           **12.19 Change of Time Periods.** All time periods and dates described in this Settlement  
5 Agreement are subject to the Court's approval. These time periods and dates may be changed by  
6 the Court or by the Parties' written agreement without notice to the Putative Class.

7           **12.20 Binding on Successors and Assigns.** This Settlement Agreement shall be binding  
8 upon, and inure to the benefit of the Parties and their respective heirs, trustees, executors,  
9 administrators, successors and/or assigns.

10           **12.21 California Law Governs.** All terms of this Settlement Agreement and Exhibits  
11 hereto shall be governed by and interpreted according to the laws of the State of California.

12           **12.22 Execution and Counterparts.** This Settlement Agreement may be executed in one  
13 or more counterparts. All executed counterparts and each of them shall be deemed to be one and  
14 the same instrument provided that counsel for the Parties shall exchange among themselves  
15 original signed counterparts.

16           **12.23 Inadmissibility.** This Settlement Agreement (whether approved or not approved,  
17 revoked, or made ineffective for any reason) and any proceedings or discussions related to it are  
18 inadmissible as evidence of any liability or wrongdoing whatsoever in any Court or tribunal in any  
19 state, territory, or jurisdiction. Further, neither this Settlement Agreement, the Settlement  
20 contemplated by it, nor any proceedings taken under it, will be construed or offered or received  
21 into evidence as an admission, concession or presumption that class certification is appropriate,  
22 except to the extent necessary to consummate this Settlement Agreement and the binding effect of  
23 the Final Approval Order and Judgment.

24           **12.24 Stay of Litigation.** The Parties agree that upon the execution of this Settlement  
25 Agreement, the litigation of the Action shall be stayed, except to effectuate the terms of this  
26 Settlement Agreement. The Parties further agree that upon the signing of this Settlement  
27 Agreement, the date to bring a case to trial under Code of Civil Procedure section 583.310 shall  
28 be tolled for the entire period of this settlement process.

**List of Exhibits:** The following exhibits are attached to this Settlement Agreement:

Exhibit A – [Proposed] Preliminary Approval Order

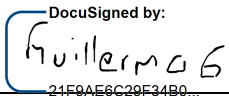
Exhibit B – Notice of Proposed Class Action Settlement

Exhibit C – [Proposed] Final Approval Order and Judgment

**SIGNATURES - READ CAREFULLY BEFORE SIGNING**

**PLAINTIFF:** Guillermo Grijalva

Dated: 7/18/2022 \_\_\_\_\_

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Plaintiff Guillermo Grijalva

**DEFENDANT:** Galbi Brothers, Inc.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Please Print Name of Authorized Signatory

**DEFENDANT:** Bu Gweon Ju

Dated: \_\_\_\_\_

\_\_\_\_\_  
Defendant Bu Gweon Ju



**List of Exhibits:** The following exhibits are attached to this Settlement Agreement:

Exhibit A – [Proposed] Preliminary Approval Order

Exhibit B – Notice of Proposed Class Action Settlement

Exhibit C – [Proposed] Final Approval Order and Judgment

**SIGNATURES - READ CAREFULLY BEFORE SIGNING**

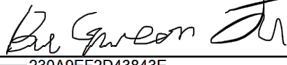
**PLAINTIFF:** Guillermo Grijalva

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Guillermo Grijalva

**DEFENDANT:** Galbi Brothers, Inc.

Dated: 7/19/2022 \_\_\_\_\_

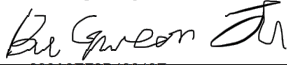
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Bu Gweon Ju

\_\_\_\_\_  
Please Print Name of Authorized Signatory

**DEFENDANT:** Bu Gweon Ju

Dated: 7/19/2022 \_\_\_\_\_

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Bu Gweon Ju

\_\_\_\_\_  
Defendant Bu Gweon Ju

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**EXHIBIT A**  
**[PROPOSED] PRELIMINARY APPROVAL ORDER**

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

GUILLERMO GRIJALVA, individually and on  
behalf of all individuals similarly situated,

Plaintiff,

vs.

GALBI BROTHERS, INC., a California  
corporation; BU GWEON JU, an individual; and  
DOES 1-25, inclusive,

Defendants.

Case No. 21STCV21696

*[Assigned for all purposes to Hon. Elihu M.  
Berle, Dept. SSC6]*

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL AND  
APPROVAL OF PAGA SETTLEMENT, AND  
SETTING A FINAL APPROVAL HEARING**

DATE: August 16, 2022

TIME: 10:00 a.m.

DEPT: SSC6

Complaint Filed: June 10, 2021

FAC Filed: June 24, 2021

Trial Date: None Set

1 The Motion for Preliminary Approval of Class and PAGA Settlement (“Motion”) came on for  
2 hearing before this Court on August 16, 2022. The Court, having considered the proposed Joint Stipulation  
3 of Class Action and PAGA Settlement and Release (“Settlement Agreement”), attached to the Declaration  
4 of Young W. Ryu as Exhibit 1 and the exhibits attached thereto; having considered the Motion; having  
5 considered the respective points and authorities submitted thereof; and GOOD CAUSE appearing,  
6 HEREBY ORDERS THE FOLLOWING:

7 1. This Order incorporates by reference the definitions in the Settlement Agreement and all  
8 terms defined therein shall have the same meaning in this Order.

9 **Conditional Certification of the Settlement Class**

10 2. Pursuant to California Code of Civil Procedure section 382, the Court preliminarily certifies  
11 the following Settlement Class for settlement purposes only:

12 All individuals who have been, or currently are, employed by Defendants as  
13 ‘non-exempt employee’ during the period from June 10, 2017 to August 16,  
14 2022. Excluded from the Class are employees who work only administrative  
and/or managerial functions only as exempt employees.

15 3. In preliminarily certifying the Settlement Class, the Court finds and concludes that under  
16 the relevant standard for certifying a class for settlement purposes:

17 a. The Settlement Class is sufficiently numerous that joinder would be impractical.  
18 b. The members of the Settlement Class share common questions of law and fact.  
19 c. Because certification of the Settlement Class is proposed in the context of a  
20 settlement, the Court need not inquire whether the case, if tried as a class action, would present intractable  
21 management problems.

22 d. The Court appoints and designates Plaintiff Guillermo Grijalva as the representative  
23 of the Settlement Class. The Court finds and concludes that for the purposes of certifying a settlement  
24 class, there is a commonality of interest between the named plaintiff and the members of the Settlement  
25 Class; and that the named plaintiff’s claims are typical of the claims of absent members of the Settlement  
26 Class.

27 e. The Court finds and concludes that the law firm of LOYR, APC has extensive  
28 experience and expertise in litigation complex wage-and-hour class actions. This law firm is hereby

1 appointed as Class Counsel for the Settlement Class.

2 4. The Court also conditionally certifies the Settlement Class for settlement purposes only.

3 5. The certification of the Settlement Class is for settlement purposes only and shall not  
4 constitute in the Action, or any other proceeding, an admission of any kind by Defendant, including,  
5 without limitation, or any other proceeding, an admission of any kind by Defendants, including, without  
6 limitation, that certification of a class is appropriate or proper or that Plaintiff could establish any of the  
7 requisite elements for class or collective treatment of any of the claims settled herein.

8 **Preliminary Approval of the Class Action Settlement**

9 6. The Court grants preliminary approval of the Settlement, as set forth in the Settlement  
10 Agreement filed by the Parties. The Court preliminary finds that the Settlement, including the allocations  
11 for the Class Counsel Award, Class Representative Service Award, LWDA Payment, Settlement  
12 Administration Costs, Individual Class Settlement Payments to the Settlement Class Members, and  
13 Individual PAGA Payments to Aggrieved Employees provided thereby, appear to be within the range of  
14 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the  
15 Settlement appears to have been the product of serious, informed, and extensive arm's-length negotiations  
16 between the Parties and is well within the range of possible final approval—that is, it appears at this stage  
17 to be fair, adequate, and reasonable to the Settlement Class. The Settlement meets the standards for  
18 preliminary approval.

19 **Approval of Class Notice and Notice Plan**

20 7. The Court hereby approves, as to form and content, the Notice of Proposed Class Action  
21 Settlement ("Class Notice"), which is attached to the Settlement Agreement as "**Exhibit B**," to be sent to  
22 the Putative Class Members. The Court finds that distribution of the Class Notice to the Putative Class  
23 Members substantially in the manner and form set forth in the Settlement Agreement and this Order meets  
24 the requirements of due process and shall constitute due and sufficient notice to all parties entitled thereto.

25 8. The Court directs the distribution of the Class Notice by first-class mail to the Putative Class  
26 Members in accordance with the implementation schedule set forth in the Settlement Agreement and  
27 described below. The Court finds the content and process for providing notice to the Putative Class  
28 Members as set forth in the Settlement Agreement fulfills the requirements of due process, provides the

best notice practicable under the circumstances, and shall constitute sufficient notice to all Putative Class Members.

9. The Court provisionally appoints Simpluris, Inc. as the Settlement Administrator subject to the terms and conditions of the Parties' Settlement Agreement, and it shall perform all duties and responsibilities of the Settlement Administrator as set forth in that Settlement Agreement. The Settlement Administration Costs are subject to Court review and approval at the Final Approval Hearing.

10. The Court orders that the Settlement Administrator mail the Class Notice by First-Class U.S. Mail to all Putative Class Members within ten (10) business days after receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

11. Any Putative Class Member may choose to opt out and be excluded from the Settlement Class as provided in the Settlement Agreement and the Class Notice by following the instructions for requesting exclusion. Requests for Exclusion must be postmarked no later than the Response Deadline. Any person who timely and properly opts out of the Class Settlement will not be bound by the Settlement Agreement as to his or her state law claims except for a claim under the PAGA, and will have any right to object, appeal, or comment thereon. Any Request for Exclusion must be signed by the Putative Class Member opting out and must otherwise comply with the requirements delineated in the Settlement Agreement and the Class Notice. Nevertheless, all Aggrieved Employees (including those who opt out of the Settlement Class) shall be deemed to have settled and released the Released Parties of the Released PAGA Claims and shall be issued Individual PAGA Payments. Putative Class Members who have not submitted a valid and timely Request for Exclusion shall become Settlement Class Members and shall be bound by all determinations of this Court, the Settlement Agreement, and the Final Judgment.

12. Any Settlement Class Member may object to the Class Settlement or express his or her views regarding the Class Settlement, and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice. Any objections must be postmarked no later than the Response Deadline. No Settlement Class Member, however, shall be heard or entitled to object, and no papers or briefs submitted by any such person shall be received or considered by the Court, unless on or before Response Deadline, the Settlement Class Member, or his or her counsel, has properly filed their objections with the Settlement Administrator as

provided in the Settlement Agreement and the Class Notice. Any Settlement Class Member who does not make his or her objection in the Manner provided for in the Settlement Agreement and the Class Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the Class Settlement.

13. A Final Approval Hearing shall be held before this Court on \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m. in Department SSC6 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement Agreement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment as provided in the Settlement Agreement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Settlement Class Members; and determine whether to finally approve the requests for the Class Counsel Award, Class Representative Service Award, and Settlement Administration Costs.

14. Class Counsel Shall file a motion for final approval of the Class Settlement, for approval of the PAGA settlement, and for Class Counsel Award, Class Representative Service Award, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by \_\_\_\_\_, to be heard at the Final Approval Hearing.

15. The Settlement is not a concession or admission, and shall not be used against Defendants as an admission or indication with respect to any claim of any fault or omission by Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to Defendants, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

16. In the event the Settlement does not become effective in accordance with the terms of the

1 Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to  
2 become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parteis  
3 shall revert back to their respective positions as of before entering into the Settlement Agreement.

4 17. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing  
5 and any dates provided for in the Settlement Agreement without further notice to the Settlement Class, and  
6 retains jurisdiction to consider all further applications arising out of or connected with Settlement.

7 IT IS SO ORDERED.

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10 DATED: \_\_\_\_\_

\_\_\_\_\_  
11 THE HONORABLE ELIHU M. BERLE  
12 JUDGE OF THE SUPERIOR COURT  
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**EXHIBIT B**  
**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

**GUILLERMO GRIJALVA,**

**v.**

**GALBI BROTHERS, INC., ET AL.**

No. 21STCV21696

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

***The Superior Court for the State of California authorized this Notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**TO:** All individuals who have been, or currently are, employed by Defendants Galbi Brothers, Inc. and Bu Gweon Ju as “non-exempt employees” during the time period from June 10, 2017 to [Month] [Day], 2022 (“Class Period”).

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Galbi Brothers, Inc. and Bu Gweon Ju (collectively, “Galbi Brothers”) for alleged wage and hour violations. The Action was filed by an former employee of Galbi Brothers.

Plaintiff seeks payment of (1) back wages for a class of non-exempt employees (“Class Members”) who worked for Galbi Brothers during the Class Period; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Defendants during the “PAGA Period” of April 20, 2020 to [Month] [Day], 2022 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Galbi Brothers to fund Individual Class Settlement Payments, and (2) a PAGA Settlement requiring Galbi Brothers to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Galbi Brothers’ records, and the Parties’ current assumptions, your Individual Class Settlement Payment is estimated to be \$ [redacted] (less withholding for wage portion of the payment) and your Individual PAGA Payment is estimated to be \$ [redacted]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to XYZ’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Galbi Brothers’ records showing that you worked [redacted] workweeks during the Class Period and you worked [redacted] workweeks during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 10 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Galbi Brothers to make payments under the Settlement Agreement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Galbi Brothers.

If you worked for Galbi Brothers during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Settlement Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Galbi Brothers.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Settlement Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Galbi

Brothers, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**Galbi Brothers will not retaliate against you for any actions you take regarding the proposed Settlement.**

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                             |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| <b>DO NOTHING TO PARTICIPATE IN THE CLASS SETTLEMENT</b>    | If you do nothing, you will be a Settlement Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Galbi Brothers that are covered by this Settlement (Released Claims).                                                                                                                                                                                                                                                                                                                                                                                                  | N/A                                         |
| <b>EXCLUDE YOURSELF</b>                                     | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 10 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Galbi Brothers must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p> | Deadline: [Month] [Day], 2022               |
| <b>OBJECT</b>                                               | All Class Members who do not opt-out ("Settlement Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 10 of this Notice.                    | Deadline: [Month] [Day], 2022               |
| <b>GO TO THE "FINAL APPROVAL HEARING"</b>                   | The Court's Final Approval Hearing is scheduled to take place on [redacted]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Sections 20-22 of this Notice.                                                                                                                                                                                                                                                                      | Hearing Date: [Month] [Day], 2022 at [Time] |

These rights and options—and the deadlines to exercise them—are explained in more detail below.

The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

## BACKGROUND INFORMATION

### 1. Why did I get this notice?

You received this Notice because a Settlement has been reached in this Action. According to Galbi Brothers' available records you might be a member of the Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines capitalized terms used in this Notice), see Section 23 below.

### 2. What is this lawsuit about?

Plaintiff Guillermo Grijalva (the "Representative Plaintiff") filed a lawsuit against Galbi Brtothers on behalf of himself and all others similarly situated. The lawsuit alleges that Galbi Brothers violated California law by failing to pay overtime and minimum wage, failure to provide meal and rest breaks, failing to provide compliant wage statements, failing to compensate for all hours worked, failing to pay compensation upon termination of employment, and engaging in unfair business practices.

Galbi Brothers deny each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Galbi Brothers further deny that any Class Member is entitled to any relief and, other than for settlement purposes, that this Action is appropriate for certification as a class action.

**The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Representative Plaintiff's claims in the Action.**

For information about how to learn about what has happened in the Action to date, please see Section 23 below.

### 3. Why is this a class action?

In a class action lawsuit, one or more people called "Representative Plaintiffs" (in this Action, Gulilermo Grijalva) sue on behalf of other people who have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The parties sued in this case, Galbi Brothers, Inc. and Bu Gweon Ju, is called the Defendants.

### 4. Why is there a Settlement?

The Representative Plaintiff has made claims against Galbi Brothers. Galbi Brothers deny that they have done anything wrong or illegal and admits no liability. **The Court has not decided that the Representative Plaintiff or Galbi Brothers should win this Action.** Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the Class Members will receive payment now rather than years from now, if at all.

### 5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement: "All individuals who have been, or currently are, employed by Defendants Galbi Brothers, Inc. and Bu Gweon Ju as "non-exempt employees" during the Class Period."

### 6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can write the Settlement Administrator for free help. The address of the Settlement Administrator is listed on **page 8** of this Notice.

## THE PROPOSED SETTLEMENT

### 7. What relief does the Settlement provide to the Class Members?

Galbi Brothers have agreed to fund a settlement with a maximum value of \$200,000. The settlement amount will be used to pay the claims of class members and associated taxes with respect to the wage portion of the Settlement Payments, exclusive of the employer's portion of payroll taxes (which Galbi Brothers will pay in addition to the maximum settlement value); the cost of providing notice to the class and administering the settlement (which are estimated to be around \$5,500), and to pay any attorneys' fees (not to exceed \$66,666.66)

and costs (not to exceed \$15,000) the Court awards to Plaintiff's counsel and any service award the Court awards to Plaintiff (up to \$5,000).

**Your Estimated Settlement Payment is stated above on page 1, but could be more or less based on the number of persons who opt out of the Settlement.** Your estimated payment was calculated using Galbi Brothers' pay records. Individual Class Settlement Payments will be calculated and apportioned as follows:

(a) The "Net Settlement Amount" shall be calculated by subtracting PAGA Penalties and the payments to Class Counsel, the Representative Plaintiff, and the Settlement Administrator from the Maximum Settlement Amount (i.e., \$200,000). Assuming the Court awards the full anticipated amounts for the payments to Class Counsel, the Representative Plaintiff, and the Settlement Administrator, the Net Settlement Amount would be \$87,833.34,

(b) For each Putative Class Member, the Settlement Administrator shall determine the number of Workweeks he or she worked during the Class Period. If a Putative Class Member worked a portion of a Workweek during the Class Period, his or her time shall be rounded up so that the total number of Workweeks worked by that Putative Class Member is a whole number. The sum of the Workweeks worked by all Putative Class Members shall be the "Total Workweeks."

(c) The Net Settlement Amount shall be divided by the number of Total Workweeks; the resulting figure is the "Workweek Point Value."

(d) For each Settlement Class Member (i.e., Putative Class Members who do not request to be excluded from the Settlement), the Settlement Administrator multiply the number of Workweeks he or she worked during the Class Period by the Workweek Point Value. The resulting figure shall be the "Individual Class Settlement Payment" for each such Settlement Class Member.

(e) From each Settlement Class Member's wage component (which is 1/3 of the Individual Class Settlement Payment), the employee's portion of payroll (federal, state, and local) taxes will be deducted, subject to the payroll deductions identified in the next paragraph. Galbi Brothers have agreed to pay their share of the payroll taxes in addition to the Gross Settlement Fund.

(f) For the amount paid to a Settlement Class Member as wages, Galbi Brothers shall withhold from the Individual Class Settlement Payments funds necessary to pay state and federal taxes and for any other applicable payroll tax deductions owed by the Settlement Class Member as an employee. Galbi Brothers will withhold federal and state income taxes based on the filing status and exemptions claimed on properly completed Form W-4.

(g) Based on their records, Galbi Brothers represent that, as of the date of the mediation on March 29, 2022, there were 100 Class Members and 6,759 Total Workweeks during the time period from June 10, 2017 to March 29, 2022. If the number of workweeks worked by Settlement Class Members during the Class Period is more than 5% greater than this figure (i.e., if there are 7,097 or more Workweeks worked by Settlement Class Members), Defendants agreed to increase the Gross Settlement Fund on a proportional basis. That means, for example, if there was a 10% increase in the number of Workweeks worked by Settlement Class Members, Defendants would agree to increase the Gross Settlement Fund by 5%.

#### **HOW TO REQUEST A PAYMENT – SUBMITTING A SETTLEMENT PAYMENT AND ADDRESS VERIFICATION FORM**

##### **8. How can I get a payment?**

If you are a Settlement Class Member (i.e., every class member who does not submit a timely and valid Request for Exclusion), the Settlement Administrator will send, by U.S. mail, a single check to you (i.e., every Class Member who doesn't opt-out), regardless whether you also qualify as an Aggrieved Employee. The single check will combine the Individual Class Settlement Payment and the Individual PAGA Payment. If you are a Non-Participating Member (i.e., every Class Member who timely submits a valid Request for Exclusion), the Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to you as an Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

**9. When will I get a payment?**

As described in Sections 20 and 21, the Court will hold a hearing on [Month] [Day], 2022 at [Time], to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. *Please be patient.*

**10. What if I disagree with the calculation regarding my estimated settlement payment or workweeks?**

You have an opportunity to dispute the estimated amount of your Individual Class Settlement Payment or Individual PAGA Payment, or the number of Workweeks provided on this Notice. If you dispute the employment dates or the number of Workweeks with which you have been credited, you may produce evidence to the Settlement Administrator by [Month] [Day], 2022, showing that such information is inaccurate. The Settlement Administrator shall decide the dispute. Galbi Brothers' records will be presumed to be correct, but the Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the merits of the dispute.

**11. If I receive a settlement payment will I have to pay taxes on it?**

One third (1/3) of your Individual Class Settlement Payment will be considered to be wages and will be reported on IRS Form W-2, and/or the California state equivalent with all appropriate taxes withheld; two-thirds of your Individual Class Settlement Payment (for interest and penalties) will be reported on IRS Form 1099. You should consult a tax professional for more information about your own specific situation.

**12. No retaliation or discrimination.**

Galbi Brothers respects your right to participate in this lawsuit and will take no adverse action against you should you accept payment under the Settlement.

**THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF****13. Do I have a lawyer in this case?**

The Court has ordered that the law firm of LOYR, APC ("Class Counsel") will represent the interests of all Settlement Class Members. You will not be separately charged for these lawyers. If you have a question about the settlement, you may contact Class Counsel by writing them or calling them:

Young W. Ryu, Esq.  
Henna H. Choi, Esq.  
LOYR, APC  
3130 Wilshire Blvd., Suite 209  
Los Angeles, CA 90010  
Toll Free Telephone: 1-888-365-8686

If you want to be represented by your own lawyer, you may hire one at your own expense.

**14. How will the lawyers be paid?**

Galbi Brothers agreed to pay Class Counsel's attorneys' fees up to \$66,666.66 and costs and expenses of up to \$15,000, subject to approval by the Court. You will not be required to pay any attorneys' fees or costs.

**15. Will the Representative Plaintiff receive any compensation for his efforts in bringing this Action?**

The Representative Plaintiff will request a service award (also known as an "incentive" award) of up to \$5,000 for his services as a class representative and his efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the class representative.

**RELEASE OF ALL CLAIMS****16. What am I giving up to obtain relief under the Settlement?**

After the Court's judgment is final, and Galbi Brothers has paid the Gross Settlement Fund (and separately paid the employer-side payroll taxes), unless you exclude yourself from the Settlement, you will be releasing your claims against Galbi Brothers. This generally means that you will not be able to file a lawsuit, continue



prosecuting a lawsuit, or be part of any other lawsuit against Galbi Brothers regarding the allegations in the Action. The full terms of the release are:

All Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including any and all claims involving any alleged failure to compensate for all hours worked; alleged failure to pay penalties for missed meal and rest breaks; alleged failure to pay minimum wages; failure to pay overtime wages; alleged failure to reimburse business expenses; alleged failure to furnish accurate, itemized wage statements; alleged failure to pay compensation upon termination of employment; alleged violation of California's unfair business practices and unfair competition laws; alleged violation of the California Industrial Welfare Commission's ("IWC") Wage Orders; alleged violation of the California Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 225.5, 223, 226, 226.3, 226.7, 227.3, 226.8, 432, 500, 510, 512, 558, 558.1, 1171, 1173, 1174, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 1198.5, 2800 and/or 2802. Except as set forth in Section 8.3 of this Settlement Agreement, Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

In addition, after the Court's judgment is final, and Galbi Brothers has paid the Gross Settlement Fund (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Galbi Brothers, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Settlement Class Members and those who opt-out of the Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against XYZ or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees, regardless whether they are Settlement Class Members or Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the Amended PAGA Notice, any alleged failure to compensate for all hours worked; alleged failure to pay penalties for missed meal and rest breaks; alleged failure to pay minimum wages; failure to pay overtime wages; alleged failure to reimburse business expenses; alleged failure to furnish accurate, itemized wage statements; alleged failure to pay compensation upon termination of employment; alleged violation of California's unfair business practices and unfair competition laws; alleged violation of the California Industrial Welfare Commission's ("IWC") Wage Orders; alleged violation of the California Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 225.5, 223, 226, 226.3, 226.7, 227.3, 226.8, 432, 500, 510, 512, 558, 558.1, 1171, 1173, 1174, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 1198.5, 2698, 2699, 2800, and/or 2802.

"Releasing Parties" means Plaintiff and all Putative Class Members who do not timely file a Request for Exclusion, and each of their successors, assigns, legatees, heirs, and personal representatives.

"Released Parties" means Defendants Galbi Brothers, Inc. and Bu Gweon Ju, as well as any of their successors, assigns, and present and former directors, officers, employees, and agents, and all persons alleged to be a joint employer acting by, through, under or in concert with them or any of them.

## HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS

### 17. How do I exclude myself from the Settlement Class?

You may exclude yourself from the Class and the Settlement. You will be treated as a Settlement Class Member, participating fully in the Settlement, unless you notify the Settlement Administrator in writing, not later than **[Response Deadline]**, that you wish to opt-out. The easiest way to notify the Settlement Administrator is to send a written and signed Request for Exclusion by the **[Response Deadline]**. The Request for Exclusion should be a letter from you or a representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Galbi Brothers.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Settlement Class (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Galbi Brothers based on the PAGA Period facts alleged in the Action.

## HOW TO OBJECT TO THE SETTLEMENT

### 18. How do I tell the Court that I do not like the Settlement?

At the date, time, and location stated in **Section 21** below, the Court will hold a Final Approval Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and costs, and a service award to the Representative Plaintiff.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Class Counsel Award and Class Representative Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is **[Response Deadline]**. Be sure to tell the Settlement Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Guillermo Grijalva v. Galbi Brothers, Inc., et al.*, Case No. 21STCV21696, and include your name, current address, telephone number, and approximate dates of employment for Galbi Brothers and sign the objection. **Sections 23** of this Notice has the Settlement Administrator's contact information.

Alternatively, a Settlement Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See **Sections 20-22** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

### 19. What is the difference between excluding myself from the Settlement Class and objecting to the Settlement?

Objecting is telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

## FINAL APPROVAL HEARING

### 20. What is the Final Approval Hearing?

The Court has preliminarily approved the Settlement, meaning only that it concluded that there is sufficient evidence to suggest that the Agreement falls within the range of possible approval as fair, reasonable, and adequate, and that the final determination of these issues will be made at the Fairness Hearing. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to the Representative Plaintiff.

### 21. When and where is the Final Approval Hearing?

On **[Month] [Day], 2022 at [Time]**, a hearing will be held on the fairness of the proposed Settlement. At the



hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Elihu M. Berle in Department CCS6 of the Superior Court of California, for the County of Los Angeles, located at the Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012. The hearing may be postponed to a different date or time or location without notice.

#### 22. May I speak at the hearing?

At the Final Approval Hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. You may attend, but you do not have to. As described above in Section 18, you may speak at the Final Approval Hearing, even if you did not timely submit a valid objection to the Settlement Administrator. If you have requested exclusion from the Settlement Class, however, you may not speak at the Final Approval Hearing.

### ADDITIONAL INFORMATION

#### 23. How do I get more information?

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative complaint filed in the Action, you may contact the Settlement Administrator whose contact information is listed below.

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV21696. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

### DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

#### Class Counsel:

Young W. Ryu, Esq.  
young.ryu@loywr.com  
LOYR, APC  
3130 Wilshire Blvd., Suite 209  
Los Angeles, CA 90010  
Toll-Free Telephone: (888) 365-8686

#### Settlement Administrator:

Grijalva – Galbi Brothers Settlement Administrator  
Simpluris, Inc.  
[Email Address]  
[Mailing Address]  
[Telephone]  
[Fax Number]

#### 24. What if change my address?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

#### 25. What if I lose my settlement check?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void:

- ☐ you should consult the Unclaimed Property Fund, [www.sco.gov/upd\\_msg.html](http://www.sco.gov/upd_msg.html) for instructions on how to retrieve the funds
- ☐ you will have no way to recover the money.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK OF THE COURT OR THE JUDGE.**



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**EXHIBIT C**  
**[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

GUILLERMO GRIJALVA, individually and  
on behalf of all individuals similarly  
situated,

Plaintiff,

vs.

GALBI BROTHERS, INC., a California  
corporation; BU GWEON JU, an individual;  
and DOES 1-25, inclusive,

Defendants.

**CASE NO. 21STCV21696**  
*[Assigned for all purposes to Hon. Elihu M.  
Berle, Dept. SSC6]*  
**[PROPOSED] FINAL APPROVAL ORDER  
AND JUDGMENT**  
DATE: August 16, 2022  
TIME: 10:00 a.m.  
DEPT: SSC6  
Complaint Filed: June 10, 2021  
FAC Filed: June 24, 2021  
Trial Date: None Set

1 This matter has come before the Honorable Elihu M. Berle in Department SSC6 of the  
2 above-entitled Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles,  
3 California 90012, on the Motion for Final Approval of Class Action Settlement, Class Counsel  
4 Award, and Class Representative Service Award (“Motion for Final Approval”). LOYR, APC  
5 appeared on behalf of Plaintiff Guillermo Grijalva (“Plaintiff”) and the Law Office of Yohan Lee  
6 appeared on behalf of Defendants Galbi Brothers, Inc. and Bu Gweon Ju (collectively,  
7 “Defendants”).

8 On \_\_\_\_\_, 2022, the Court entered the Order Granting Preliminary  
9 Approval of Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily  
10 approving the settlement of the above-entitled action (“Action”) in accordance with the Joint  
11 Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement”), which,  
12 together with the exhibits attached thereto, set forth the terms and conditions of the settlement of  
13 the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and  
15 oral argument, and good cause appearing,

16 THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

17 1. This Order incorporates by reference all terms defined in the Settlement Agreement  
18 and the Preliminary Approval Order and shall have the same meaning.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this  
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil  
22 procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect  
23 to the Settlement Class and the Settlement. The Court hereby makes final its earlier provisional  
24 certification of the Settlement Class for settlement purposes, as set forth in the Preliminary  
25 Approval Order. The Settlement Class is hereby defined to include:

26 All individuals who have been, or currently are, employed by  
27 Defendants as ‘non-exempt employee’ during the period from June  
28 10, 2017 to August 16, 2022. Excluded from the Class are employees  
who work only administrative and/or managerial functions only as  
exempt employees.

1           4.       The Class Notice that was provided to the Putative Class Members fully and  
2 accurately informed the Putative Class Members of all material elements of the Settlement and of  
3 their opportunity to participate in, object to, or comment thereon, or to seek exclusion from, the  
4 Class Settlement; was the best notice practicable under the circumstances; was valid, due, and  
5 sufficient notice to all Putative Class Members; and complied fully with the laws of the State of  
6 California, the United States Constitution, due process and other applicable law. The Class Notice  
7 fairly and adequately described the Settlement and provided the Putative Class Members with  
8 adequate instructions and a variety of means to obtain additional information.

9           5.       Pursuant to California law, the Court hereby grants final approval of the Settlement  
10 and finds that it is reasonable and adequate, and in the best interests of the Settlement Class as a  
11 whole. More specifically, the Court finds that the Settlement was reached following meaningful  
12 discovery and investigation conducted by Class Counsel; that the Settlement is the result of serious,  
13 informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of the  
14 Class Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has  
15 considered all of the evidence presented, including evidence regarding the strength of Plaintiff's  
16 claims; the risk, expense, and complexity of the claims presented; the likely duration of further  
17 litigation; the amount offered in the Settlement; the extent of investigation and discovery  
18 completed; and the experience and views of Class Counsel. The Court has further considered the  
19 absence of objections to, and Requests for Exclusion from, the Class Settlement. Accordingly, the  
20 Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement  
21 and the following terms and conditions.

22           6.       A full opportunity has been afforded to the Settlement Class Members to participate  
23 in the Final Approval Hearing, and all Settlement Members and other persons wishing to be heard  
24 have been heard. The Settlement Class Members have had a full and fair opportunity to exclude  
25 themselves from the Class Settlement. Accordingly, the Court determines that all Settlement Class  
26 Members who did not timely and validly opt out of the Class Settlement are bound by this Final  
27 Approval Order and Judgment.

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1           7.     [The Court finds that Putative Class Members \_\_\_\_\_, have timely  
2 and validly opted out of the Class Settlement and will not be bound by this Final Approval Order  
3 and Judgment. No other Putative Class Members opted out of the Class Settlement.]

4           8.     The Court finds that payment of Settlement Administration Costs in the amount of  
5 \$5,500.00 is appropriate for the service performed and costs incurred and to be incurred for the  
6 notice and settlement administration process. It is hereby ordered that the Settlement Administrator,  
7 Simpluris, Inc., shall issue payment to itself in the amount of \$\_\_\_\_\_, in accordance with the  
8 terms and methodology set forth in the Settlement Agreement.

9           9.     The Court finds that the Class Representative Service Award is fair and reasonable  
10 for the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement  
11 Administrator issue payment in the amount of \$\_\_\_\_\_ to Plaintiff Guillermo Grijalva for his  
12 service award, according to the terms and methodology set forth in the Settlement Agreement.

13          10.    The Court finds that the allocation of \$20,000.00 toward PAGA Penalties under is  
14 fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall  
15 distribute the PAGA Penalties as follows: the amount of \$7,500.00 to the LWDA and the amount  
16 of \$5,000.00 to be distributed to the Aggrieved Employees according to the terms and methodology  
17 set forth in the Settlement Agreement.

18          11.    The Court finds that the Class Counsel Award in the amount of \$\_\_\_\_\_ as  
19 attorneys' fees and \$\_\_\_\_\_ as reimbursement for Class Counsel's litigation costs and  
20 expenses, is fair, reasonable, and appropriate, and is hereby approved. It is hereby ordered that the  
21 Settlement Administrator issue payment in the amount of \$\_\_\_\_\_ to Class Counsel for its  
22 Class Counsel Award, according to the terms and methodology set forth in the Settlement  
23 Agreement.

24          12.    The Court hereby enters Judgment by which all Settlement Class Members shall be  
25 conclusively determined to have given a release of any and all Class Released Claims against the  
26 Released Parties and all Aggrieved Employees shall fully, finally, and forever released, settled,  
27 compromised, relinquished, and discharged the Released Parties of all PAGA Released Claims  
28 during the PAGA Period, as set forth in the Settlement Agreement and Class Notice.

1           13.     As used in Paragraph 12 above, the quoted terms have the meanings set forth below,  
2     which are the same meanings set forth in the Settlement Agreement:

3           a.     “Class Released Claims” means all claims described in Section 9.2 of the  
4     Settlement Agreement, as follows:

5           Any and all claims involving any alleged failure to compensate for all hours  
6     worked; alleged failure to pay penalties for missed meal and rest breaks;  
7     alleged failure to pay minimum wages; failure to pay overtime wages;  
8     alleged failure to reimburse business expenses; alleged failure to furnish  
9     accurate, itemized wage statements; alleged failure to pay compensation  
10    upon termination of employment; alleged violation of California’s unfair  
11    business practices and unfair competition laws; alleged violation of the  
12    California Industrial Welfare Commission’s (“IWC”) Wage Orders; alleged  
13    violation of the California Labor Code sections 200, 201, 202, 203, 204, 210,  
14    218.5, 225.5, 223, 226, 226.3, 226.7, 227.3, 226.8, 432, 500, 510, 512, 558,  
15    558.1, 1171, 1173, 1174, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1,  
16    1198.5, 2800 and/or 2802. Except as set forth in Section 8.3 of this  
17    Settlement Agreement, Settlement Class Members do not release any other  
18    claims, including claims for vested benefits, wrongful termination, violation  
19    of the Fair Employment and Housing Act, unemployment insurance,  
20    disability, social security, workers’ compensation, or claims based on facts  
21    occurring outside the Class Period.

22           b.     “PAGA Released Claims” means all claims described in Section 9.3 of the  
23     Settlement Agreement, as follows:

24           All claims for PAGA penalties that were alleged, or reasonably could have  
25     been alleged, based on the PAGA Period facts stated in the Operative  
26     Complaint and the Amended PAGA Notice, any alleged failure to  
27     compensate for all hours worked; alleged failure to pay penalties for missed  
28     meal and rest breaks; alleged failure to pay minimum wages; failure to pay  
overtime wages; alleged failure to reimburse business expenses; alleged  
failure to furnish accurate, itemized wage statements; alleged failure to pay  
compensation upon termination of employment; alleged violation of  
California’s unfair business practices and unfair competition laws; alleged  
violation of the California Industrial Welfare Commission’s (“IWC”) Wage  
Orders; alleged violation of the California Labor Code sections 200, 201,  
202, 203, 204, 210, 218.5, 225.5, 223, 226, 226.3, 226.7, 227.3, 226.8, 432,  
500, 510, 512, 558, 558.1, 1171, 1173, 1174, 1182.12, 1194, 1194.2, 1198,  
1198.5, 1197, 1197.1, 1198.5, 2800 and/or 2802.

29           c.     “Released Parties” means Defendants, each of their respective past, present  
30     and/or future parent companies, subsidiaries, affiliates, current and former  
31     management companies, shareholders, members, partners, agents,



1 accountants, insurers, reinsurers, claims administrators, attorneys, and any  
2 past, present or future officers, directors, and employees, predecessors,  
3 successors, or assigns thereof.

4 14. It is hereby ordered that, within ten (10) business days after the Effective Date,  
5 Defendants shall deposit the amount of \$100,000.00 as the Initial Funding into an account  
6 established by the Settlement Administrator, in accordance with the terms and methodology set  
7 forth in the Settlement Agreement.

8 15. It is hereby ordered that, no later than March 29, 2023, Defendants shall deposit the  
9 amount of \$100,000.00 as the Final Funding, as well as the amount sufficient to pay the employer's  
10 share of the Employment and Payroll Taxes, in accordance with the terms and methodology set  
11 forth in the Settlement Agreement.

12 16. Individual Class Settlement Payment and Individual PAGA Payment checks will be  
13 valid and negotiable for 180 calendar days from the date the checks are issued, and thereafter, shall  
14 be cancelled. In the event a Settlement Class Member and/or Aggrieved Employee fails to cash,  
15 deposit or otherwise negotiate his or her Individual Class Settlement Payment check and/or  
16 Individual PAGA Payment check, the individual shall nevertheless remain bound by the Settlement  
17 Agreement. All funds associated with such checks that are not cashed, deposited or otherwise  
18 negotiated shall be transmitted to the State of California's Unclaimed Property Division pursuant  
19 to the Unclaimed Property Law, California Civil Code § 1500, et seq.

20 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules  
21 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and  
22 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve  
23 any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any  
24 dispute arising from or in connection with the distribution of settlement benefits.

25 18. Notice of entry of this Final Approval Order and Judgment shall be given to the  
26 Settlement Class Members by posting a copy of the Final Approval Order and Judgment on  
27 Simpluris, Inc.'s website for a period of at least 60 calendar days after the date of entry of this Final  
28 Approval Order and Judgment. Individualized notice is not required.

1           19.     The deadline to file a compliance report is \_\_\_\_\_, 2023, and the Non-  
2 Appearance Case Review is set for \_\_\_\_\_, 2023, at \_\_\_\_\_ a.m./p.m.

3           IT IS SO ORDERED.

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DATED: \_\_\_\_\_

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THE HONORABLE ELIHU M. BERLE  
JUDGE OF THE SUPERIOR COURT