

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement” or “Settlement”) is made by and between Plaintiff Felipe Contreras (“Plaintiff”) and Defendant Seoul Soondae, Inc. (“Defendant”). This Agreement refers to Plaintiff and Defendant collectively as “the Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Contreras v. Seoul Soondae, Inc.* initiated on January 10, 2023 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all non-exempt employees employed by Defendant in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means identifying information for Aggrieved Employee in Defendant’s possession including the Aggrieved Employees’ name, last-known mailing address, Social Security number, and total number of PAGA Pay Periods, as defined below.
- 1.6. “Aggrieved Employees Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means David Martin of Martin Law Firm, PC, the attorneys representing Defendant in this action.
- 1.9. “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment and judgement is no longer subject to further judicial review.
- 1.10. “Funding Date” shall mean fourteen (14) calendar days after the Effective Date and is the date Defendant transmits the Gross Settlement Amount to the Settlement Administrator in accordance with the terms of this Agreement.

- 1.11. “Gross Settlement Amount” means twenty-two thousand five hundred dollars (\$22,500.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.12. “Individual PAGA Payment” means the Aggrieved Employees’ pro rata share of twenty-five percent (25%) of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Judgment” means the judgment entered by the Court based upon its Order approving the Settlement.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means the seventy-five percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “Net Settlement Amount” means the Gross Settlement Amount, approved by the Court, less the Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remaining Net Settlement Amount is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. “PAGA Counsel” means Berkeh Alemzadeh and Justin Lo of Work Lawyers PC, the attorneys representing the Plaintiff in the Action.
- 1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees not to exceed one-third of the Gross Settlement Amount and expenses actually incurred by PAGA Counsel in the amount of up to \$3,000 as documented by Plaintiff Counsel’s billing records. Plaintiff’s Counsel’s application for the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment is subject to Court approval, and a reduction in attorneys’ fees or costs awarded by the Court is not a basis for Plaintiff to void, rescind, or terminate this Agreement.
- 1.19. “Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one (1) day during the PAGA Period.
- 1.20. “PAGA Period” means the period from September 27, 2020, to the date the Court enters its Order approving the PAGA Settlement and enters Judgment.
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. “PAGA Notice” means Plaintiff’s September 27, 2021, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated twenty-five percent (25%) to the Aggrieved Employees or Two Thousand Two Hundred Fifty dollars (\$2,250) and the seventy-five percent (75%) to LWDA or Six Thousand Seven Hundred Fifty Dollars (\$6,750) in settlement of PAGA claims.
- 1.24. “Plaintiff” means Felipe Contreras, the named plaintiff in the Action.
- 1.25. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiff, the aggrieved employees, and PAGA Counsel and as described in Paragraph 5 below.
- 1.27. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, employees, agents, principals, representatives, accountants, auditors, consultants, affiliates, related companies, and parent companies.
- 1.28. “Settlement” means the PAGA Settlement Agreement.
- 1.29. “Defendant” means named Defendant Seoul Soondae, Inc.

2. RECITALS.

- 2.1. On January 10, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for violations under Private Attorney’s General Act (“PAGA”) alleges violations of PAGA for (1) failure to pay all wages, including minimum wages and overtime; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to provide accurate itemized wage statements; (5) failure to pay wages due at separation of employment; (6) failure to indemnify for expenditures or losses in discharge of duties (the “Complaint”). The Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies all of the allegations in the Operative Complaint and Plaintiff’s PAGA Notice, denies any failure to comply with the laws identified in in the Operative Complaint and PAGA Notice, and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3 subd.(a), Plaintiff gave timely written notice of the alleged Labor Code violations to Defendant and the LWDA by sending the PAGA Notice on September 27, 2021.
- 2.3. On or around November 30, 2021, the Parties began engaging in at arm’s length negotiations in the hope of a global resolution in the matter. After months of arms’ length negotiations, on or around August 26, 2022, the Parties came to a global resolution on the matter.

- 2.4. Prior to negotiating the Settlement, Plaintiff obtained, through informal discovery, that yielded information and documentation concerning the claims set forth in the litigation, such as Defendant's policies and procedures regarding the payment of wages, meal and rest breaks, timekeeping, as well as information regarding the number of aggrieved employees including current and former aggrieved employees, and the aggregate number of pay periods. Defendant also produced handbooks and all other written policies it utilized during the PAGA Period.
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
- 2.6. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Aggrieved Employees have merit or that Defendant bears any liability to Plaintiff or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, as consideration for the full and complete settlement of this Action and in exchange for the releases set forth below, Defendant will pay the Gross Settlement Amount of twenty-two thousand five hundred dollars (\$22,500.00) and no more. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. The Gross Settlement Amount is exclusive of and separate from any individual settlement by and between Defendant and Plaintiff intended to resolve Plaintiff's individual claims. Except as pursuant to any individual settlement with Plaintiff, Defendant shall not be required to pay more or less than the Gross Settlement Amount.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in its Approval Order:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3 or 33.3% of the Gross Settlement Amount, which is currently estimated to be seven thousand five hundred dollars (\$7,500.00) and PAGA Counsel Litigation Expenses Payment of not more than three thousand dollars (\$3,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment.

If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Any reduction in attorneys' fees or costs awarded by the Court is not a basis for Plaintiff to void, rescind, or terminate this Agreement. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment, whether or not the amount was awarded by the Court. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and will indemnify Defendant from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed three thousand dollars (\$3,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than three thousand dollars (\$3,000.00), the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of nine thousand dollars (\$9,000) to be paid from the Gross Settlement Amount, with seventy-five percent (75%) (\$6,750.00) allocated to the LWDA PAGA Payment and twenty-five percent (25%) (\$2,250.00) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (\$2,250.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are twenty-five (25) Aggrieved Employees who worked a total of eight hundred and twenty (820) PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within fifteen (15) calendar days of the date the Court enters its Order approving the Settlement and enters Judgment, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel

spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to only the Administrator's employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employees Data.

- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to Plaintiff's Counsel, LWDA, and Aggrieved Employees; printing and mailing the Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court; calculating and distributing tax forms for the Aggrieved Employee Payments; providing declaration(s) as necessary in support of approval of this Settlement and to report on the distribution of the funds; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.5. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly

send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

- 4.6. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.7. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, the Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Defendant and Released Parties from all PAGA claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited, to all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice, including but not limited to the following: (1) failure to pay all wages, including minimum wages and overtime in violation of Labor Code sections 510, 1194, 1197, 1197.1, 1198, 1199, and Cal. Code Regs., tit. 8, section 11040, subd. 3; (2) failure to provide meal periods in violation of Labor Code sections 226.7, 512 subd. (a), Cal. Code Regs., tit. 8, section 11040 subd. 11; (3) failure to provide rest periods violation of Labor Code sections 226.7, 512 subd. (a), Cal. Code Regs., tit. 8, section 11040 subd. 12; (4) failure to provide accurate itemized wage statements in violation of Labor Code sections 226 subd. (a), 226.3, 226.6, 1174, 1198, 1199, Cal. Code Regs., tit. 8 section 11040, subd. 7(A)(3); (5) failure to pay wages due during, and upon separation of employment in violation of Labor Code sections 201, 202, 203, 204, subd. (a), 207, 210, 216, 1174, 1197, 1197.1, 1198, 1199, 2699; and (6) failure to indemnify for expenditures or losses in discharge of duties in violation of Labor Code section 2802 ("Plaintiff's Release").

5.2. Release by Aggrieved Employees:

As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, all Aggrieved Employees, the LWDA and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, heirs, administrators, successors, and assigns, the Released Parties from all PAGA claims, transactions, or occurrences that were, or reasonably could have been alleged, based on the facts contained in the Complaint or the PAGA Notice, which include but are not limited to the following: (1) failure to pay all wages, including minimum wages and overtime in violation of Labor Code sections 510, 1194, 1197, 1197.1, 1198, 1199, and Cal. Code Regs., tit. 8, section 11040, subd. 3; (2) failure to provide meal periods in violation of Labor Code sections 226.7, 512 subd. (a), Cal. Code Regs., tit. 8, section 11040 subd. 11; (3) failure to provide rest periods violation of Labor Code sections 226.7, 512 subd. (a), Cal. Code Regs., tit. 8, section 11040 subd. 12; (4) failure to provide accurate itemized wage statements in

violation of Labor Code sections 226 subd. (a), 226.3, 226.6, 1174, 1198, 1199, Cal. Code Regs., tit. 8 section 11040, subd. 7(A)(3); (5) failure to pay wages due during, and upon separation of employment in violation of Labor Code sections 201, 202, 203, 204, subd. (a), 207, 210, 216, 1174, 1197, 1197.1, 1198, 1199, 2699; (6) failure to indemnify for expenditures or losses in discharge of duties in violation of Labor Code section 2802 against Defendant and the Released Parties during the PAGA Period; (7) claims for unpaid wages related to improper rounding of time; (8) claims for unpaid wages related to automatically deducting thirty minutes from time worked in order to show a meal period; (9) claims for improper deductions from pay; (10) claims for violations of Labor Code sections 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2802, and 2810.5; and (11) claims for violation of Wage Order No. 5.

5.3. Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns, Defendant and the Released Parties from all claims for PAGA Counsel Fees incurred in connection with this Settlement, the Operative Complaint, and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employees Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Settlement Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) calendar days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel will provide the motion and

supporting documents for Defense Counsel's review at least three business (3) days before filing the application or motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 and Internal Revenue Code section 468B. All accrued interest shall be paid and distributed to the Aggrieved Employees as part of their respective share of the Aggrieved Employee Payment.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement there are twenty-five (25) Aggrieved Employees who worked approximately eight hundred and twenty (820) Pay Periods during the PAGA Period.

9. CONTINUING JURISDICTION OF THE COURT.

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

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint or PAGA Notice have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation except for proceedings to enforce or effectuate the Settlement and this Agreement.
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the Court for resolution.

- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability. Plaintiff and Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on their respective share of the Individual PAGA Payments and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of the Individual PAGA Payments.
- 10.7 Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.
- 10.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties, as previously defined.
- 10.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 10.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.12 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the pendency of the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.13 No Public Comment. Plaintiff, Defendant, and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount, or terms of the Settlement. PAGA Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict PAGA Counsel from including publicly available information regarding this settlement in future judicial submissions regarding PAGA Counsel's qualifications and experience. Further, PAGA Counsel will not include, reference, or use the Settlement for any marketing or promotional purposes, either before or after the Motion for Settlement Approval is filed.
- 10.14 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.
- 10.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.17 This Settlement is Fair, Adequate, and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, considering all relevant factors, present and potential.
- 10.18 California Law Governs. All terms of this Agreement and any exhibits and any disputes shall be governed by and interpreted according to the laws of the State of California.
- 10.19 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Berkeh Alemzadeh, Esq.
beyonca@caworklawyer.com
Justin Lo, Esq.
justin@caworklawyer.com
WORK LAWYERS, PC
22939 Hawthorne Blvd, Suite 202
Torrance, CA 90505

To Defendant:

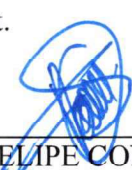
David Martin, Esq.
david@employmentdefenselaw.com
MARTIN LAW FIRM, PC
19800 MacArthur Blvd., Suite 680
Irvine, CA 92612

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

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

The Parties and their counsel hereby execute this Agreement.

DATED: 05-02-23



FELIPE CONTRERAS

DATED: _____

SEOUL SOONDAE, INC.

Printed Name

Title

To Plaintiff:

Berkeh Alemzadeh, Esq.
beyonca@caworklawyer.com
Justin Lo, Esq.
justin@caworklawyer.com
WORK LAWYERS, PC
22939 Hawthorne Blvd, Suite 202
Torrance, CA 90505

To Defendant:

David Martin, Esq.
david@employmentdefenselaw.com
MARTIN LAW FIRM, PC
19800 MacArthur Blvd., Suite 680
Irvine, CA 92612

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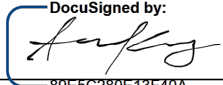
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DATED: _____

FELIPE CONTRERAS

DATED: 3/23/2023

DocuSigned by:


SEOUL SOONDAE, INC.

Andrew Kahng

Printed Name

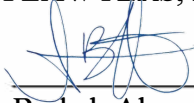
Vice President & General Manager
Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

WORK LAWYERS, PC

By: _____



Berkeh Alemzadeh

Attorneys for the Plaintiff and the Aggrieved Employees

DATED: 3/23/2023

MARTIN LAW FIRM, PC

By: _____

DocuSigned by:
David L. Martin

691E07AEE9E403...
David L. Martin

Attorneys for Defendant Seoul Soondae, Inc.