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

SEUNGHEE JEONG. An individual and on
behalf of all others similarly situated and
aggrieved,

Plaintiff,

v.

GAMEVIL COM2US USA, INC., a California
corporation; COM2US USA, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 22STCV11790
(Related Case No. 22STCV16958)

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: April 6, 2022
Trial Date: None Set

This Joint Stipulation re: Class Action and Representative Action Settlement (“Settlement” or “Agreement” or “Settlement Agreement”) is made by, between and among plaintiff Seunghee Jeong (“Plaintiff”), individually and on behalf of the Settlement Class, as defined below, on the one hand; and defendants GameVil Com2US USA, Inc. (“GameVil”) and

Com2US USA, Inc. (“Com2US”) (collectively “Defendants”), on the other hand; in the lawsuits entitled *Seunghee Jeong v. Gamevil Com2US USA, Inc. et al.* filed in Los Angeles County Superior Court, Case Numbers 22STCV11790 and 22STCV16958 (collectively, the “Actions”). Plaintiff and Defendants shall be, at times, collectively referred to as the “Parties” and individually as a “Party”. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

A. “Class Action” means *Seunghee Jeong v. Gamevil Com2US USA, Inc. et al.*, filed in Los Angeles County Superior Court, Case No. 22STCV11790.

B. “PAGA Action” means *Seunghee Jeong v. Gamevil Com2US USA, Inc. et al.*, filed in Los Angeles County Superior Court, Case No. 22STCV16958.

C. “Actions” means the Class Action and the PAGA Action.

D. “Aggrieved Employees” means Class Members working for Defendants as non-exempt, hourly-paid employees in California during the PAGA Period.

E. “Class Counsel” means: Jasmin K. Gill of J. Gill Law Group, P.C. and Zachary Franklin of Franklin Law, P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

F. “Class Period” means the period from April 6, 2018 through February 13, 2023.

G. “Court” means the Superior Court of the State of California for the County of Los Angeles.

H. “Class Notice” means and refers to the notice sent to Class Members after preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this Agreement.

I. “Defendants” shall refer to defendants Gamevil Com2US USA, Inc. and Com2US USA, Inc.

J. “Employer Taxes” means employer-funded taxes and contributions imposed on the wage portions of the Individual Settlement Payments under the Federal Insurance

Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required of employers, such as for unemployment insurance.

K. “Final Approval Date” means the later of: (1) the date the Court signs an Order granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any appeals have been filed, the date on which they have been resolved or exhausted.

L. “General Release” means the general release of claims by Plaintiff, which is in addition to his limited release of claims as a Participating Class Member and Aggrieved Employee.

M. “Gross Settlement Amount” means a non-reversionary fund in the sum of Four Hundred Eighty-Seven Thousand Five Hundred Dollars and Zero Cents (\$487,500.00),¹ which shall be paid by Defendants, and from which all payments for the Individual Settlement Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees and the Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel, Settlement Administration Costs, a Service Award to Plaintiff, and the LWDA Payment for resolution of Plaintiff’s cause of action for civil penalties under the Labor Code Private Attorneys’ General Act, codified at Labor Code Section 2698, *et seq.* (“PAGA”), interest and certain taxes shall be paid. It expressly excludes Employer Taxes, which shall be paid by Defendants separately and apart from the Gross Settlement Amount.

N. “Individual PAGA Payment” means a payment to an Aggrieved Employee of his or her share of the PAGA Payment.

O. “Individual Settlement Payment” means a payment to a Participating Class Member of his or her net share of the Net Settlement Amount, excluding any PAGA Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

P. “Individual Settlement Share” means the gross amount of the Net Settlement Amount that a Participating Class Member is projected to receive based on the number of Workweeks that he or she worked as a Settlement Class Member during the Class Period if he or

¹ As the same may be increased in accordance with Paragraph 17.

1 she does not submit a timely and valid Request for Exclusion, excluding any PAGA Payment to
2 which he or she may be entitled if he or she is also an Aggrieved Employee.

3 **Q. “LWDA Payment”** means the payment to the LWDA for its seventy-five percent
4 (75%) share of the total amount allocated toward penalties under the PAGA, which is to be paid
5 from the Gross Settlement Amount. The Parties have agreed that Twenty Thousand Dollars and
6 Zero Cents (\$20,000.00) shall be allocated toward PAGA penalties (“PAGA Payment”), of which
7 Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be paid to the LWDA (*i.e.*, the
8 LWDA Payment) and Five Thousand Dollars and Zero Cents (\$5,000.00) will remain a part of
9 the Net Settlement Amount for payment to Aggrieved Employees on a *pro rata* basis, based on
10 the Workweeks worked for Defendants as a non-exempt, hourly-paid employee in California in
11 the PAGA Period.

12 **R. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
13 that is available for distribution to Participating Class Members after deductions for the Court-
14 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
15 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
16 Payment. It excludes the PAGA Payment (which is subsumed within the LWDA Payment).

17 **S. “Operative Complaints” or “Complaints”** means the Complaints that were
18 filed with the Court on April 6, 2022 in the Class Action and on May 23, 2022 in the PAGA
19 Action.

20 **T. “PAGA Payment”** is the \$5,000.00 payment payable to Aggrieved Employees
21 on a *pro rata* pay period basis in addition to their Individual Settlement Share if they do not opt
22 out of the Settlement.

23 **U. “PAGA Period”** means the period from March 11, 2021 through the end of the
24 Class Period.

25 **V. “Participating Class Members”** means all Settlement Class Members who do
26 not submit a timely and valid Request for Exclusion.

27 **W. “Participating Individual Settlement Share”** means the gross amount of the Net
28 Settlement Amount that a Participating Class Member is eligible to receive based on the number

1 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
2 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
3 may be entitled if he or she is also an Aggrieved Employee.

4 **X. “Parties”** shall refer to Plaintiff and Defendants collectively.

5 **Y. “Plaintiff”** shall refer to Plaintiff Seunghee Jeong.

6 **Z. “Preliminary Approval Date”** means the date on which the Court enters an
7 Order granting preliminary approval of the Settlement.

8 **AA. “Released Parties”** shall mean Defendants, as well as each of Defendants’ past,
9 present, and future respective affiliates, parents, subsidiaries, predecessors, successors, divisions,
10 joint ventures and assigns, and Defendants’ past or present parent corporations, subsidiaries,
11 divisions, affiliates, related entities, partners, shareholders, members, directors, officers,
12 employees, principals, agents, representatives, insurers, co-insurers, re-insurers, predecessors,
13 successors, assigns, attorneys, and personal or legal representatives.

14 **BB. “Response Deadline”** means the deadline for Settlement Class Members to mail
15 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,
16 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
17 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
18 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,
19 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
20 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
21 shall be the exclusive means for determining whether a Request for Exclusion, Objection, or
22 Workweek Dispute was submitted by the Response Deadline. The Settlement Administrator
23 shall inform the Class Member of the extended deadline with the re-mailed Class Notice.

24 **CC. “Request for Exclusion”** means a written request to be excluded from the
25 Settlement Class pursuant to Section 9.C below.

26 **DD. “Service Award”** means monetary amount to be paid to Plaintiff of Five
27 Thousand Dollars and Zero Cents (\$5,000.00), which, subject to Court approval, will be paid out
28 of the Gross Settlement Amount.

1 **EE. “Settlement Administration Costs”** means all costs incurred by the Settlement
2 Administrator in administration of the Settlement, including, but not limited to, translating the
3 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
4 and Spanish, calculating Individual Settlement Shares and Individual Settlement Payments and
5 associated taxes and withholdings, providing declarations, generating Individual Settlement
6 Payment checks and related tax reporting forms, doing administrative work related to unclaimed
7 checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys’
8 fees and reimbursement of litigation costs and expenses, to Plaintiff for his Service Award, and
9 to the LWDA from the LWDA Payment, providing weekly reports of opt-outs, objections and
10 related information, and any other actions of the Settlement Administrator as set forth in this
11 Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs
12 are estimated not to exceed \$7,250. If the actual amount of the Settlement Administration Costs
13 is less than \$7,250, the difference between \$7,250 and the actual Settlement Administration Costs
14 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
15 \$7,250, then such an excess will be paid solely from the Gross Settlement Amount and
16 Defendants will not be responsible for paying any additional funds in order to pay these
17 additional costs.

18 **FF. “Settlement Administrator”** means the Third-Party Administrator, Phoenix
19 Settlement Administrators, who was chosen to be responsible for the administration of the
20 Settlement including, without limitation, translating the Class Notice in Spanish, the distribution
21 of the Individual Settlement Payments to be made by Defendants from the Gross Settlement
22 Amount and related matters under this Agreement.

23 **GG. “Settlement Class”, “Settlement Class Members” or “Class Members”** means
24 all current and former non-exempt, hourly-paid employees who worked in California for
25 Defendants at any time during the Class Period.

26 **HH. “Workweek”** means the number of weeks that a Settlement Class Member was
27 employed by Defendants in a non-exempt, hourly-paid position during the Class Period in
28 California, based on hire dates, re-hire dates (as applicable) and termination dates (as applicable).

1 **2. BACKGROUND**

2 **A.** On March 11, 2022, Plaintiff filed with the Labor and Workforce Development
3 Agency (“LWDA”) and served on Defendants a notice under Labor Code section 2699.3 (the
4 “PAGA Notice”) stating Plaintiff intended to serve as a proxy of the LWDA to recover civil
5 penalties for Aggrieved Employees. The PAGA Notice includes violations of law pled in the
6 PAGA Action, in addition to a request for penalties for failure to comply with Labor Code
7 sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246 *et seq.*,
8 432, 510, 512, 558.1, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and
9 2810.5, among others.

10 **B.** On April 6, 2022, Plaintiff filed the Class Action, which alleges that during the
11 Class Period, with respect to Plaintiff and the Settlement Class Members’, Defendants, *inter*
12 *alia*, failed to pay overtime and minimum wages; failed to provide compliant meal and rest
13 periods or compensation in lieu thereof; waiting time penalties; wage statement violations;
14 violated Labor Code section 2802; and engaged in unfair competition based on the alleged Labor
15 Code violations.

16 **C.** On May 23, 2022, Plaintiff filed the PAGA Action, which includes Plaintiff’s
17 representative allegations under PAGA, on behalf of himself and all other aggrieved employees
18 in the PAGA Period as a proxy of the LWDA to recover civil penalties for the Labor Code
19 violations set out in Plaintiff’s PAGA Notice.

20 **D.** Shortly after the filing of the Actions, the Parties agreed to exchange informal
21 discovery and attend an early mediation. Prior to mediation, Class Counsel was provided with,
22 among other things: (1) a sampling of time and payroll records for the estimated 100 Class
23 Members, which allowed Plaintiff to calculate, through Plaintiff’s expert consultants, (a) the
24 approximate number of workweeks worked during the Class Period, (b) the approximate number
25 of Class Members that worked for Defendants from April 6, 2018 through mediation, (c) the
26 approximate number of Class Members that worked from March 11, 2021 through mediation,
27 and (d) the approximate number of Class Members and Aggrieved Employees who worked
28 during the PAGA Period; (2) information indicating whether any employee signed a purported

1 meal period waiver, arbitration agreement, and/or release; (3) hire dates, separation dates (as
2 applicable), and final rates of pay for the estimated one hundred (100) Class Members working
3 for Defendants during the Class Period; (4) all relevant wage and hour policies in effect during
4 the Class Period; (5) a sampling of class contact information for Class Members; (6) a list of
5 employee positions by job title; and (7) Plaintiff's personnel file.

6 **E.** On February 13, 2023, the Parties participated in a mediation before the Hon. Carl
7 J. West (Ret.), a well-regarded mediator experienced in mediating complex civil disputes. The
8 Parties did not reach an agreement that day, but with the aid of the mediator's evaluation and
9 further settlement discussions through the Hon. Carl J. West (Ret.) in the months that followed,
10 the Parties reached a Settlement to resolve the Actions.

11 **F.** Class Counsel has conducted significant investigation of the law and facts relating
12 to the claims asserted in the Actions and the PAGA Notice, and have concluded that the
13 Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement
14 Class, taking into account the sharply contested issues involved, the expense and time necessary
15 to litigate the Action through trial and any appeals, the risks and costs of further litigation of the
16 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
17 learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits
18 to be received by the Settlement Class Members.

19 **G.** Defendants have concluded that, because of the substantial expense of defending
20 against the Action, the length of time necessary to resolve the issues presented herein, and the
21 inconvenience involved, and the concomitant disruption to their business operations, it is in its
22 best interest to accept the terms of this Agreement. Defendants deny each of the allegations and
23 claims asserted against them in the Action. However, Defendants nevertheless desire to settle the
24 Action for the purpose of avoiding the burden, expense and uncertainty of continuing litigation
25 and for the purpose of putting to rest the controversies engendered by the Action.

26 **H.** This Agreement is intended to and does effectuate the full, final, and complete
27 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
28

PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California and Aggrieved Employees.

3. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of the Action. The Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Final Approval of the Settlement and entered judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment pursuant to California Rule of Court, rule 3.769, subdivision (h).

4. STIPULATION OF CLASS CERTIFICATION

The Parties stipulate to the certification of the Settlement Class under this Agreement for purposes of settlement only.

5. MOTIONS FOR APPROVAL OF SETTLEMENT

After full execution of this Agreement, Plaintiff will move for an order granting preliminary approval of the Settlement, approving and directing the mailing of the proposed Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A”**, conditionally certifying the Settlement Class for settlement purposes only, and approving the deadlines proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes, and Objections. Within fourteen (14) calendar days before Plaintiff’s deadline to file a Motion for Preliminary Approval, Defendants shall provide a substantially detailed declaration in support of the Motion for Preliminary Approval to evidence Defendants’ financial condition. Further, within fourteen (14) calendar days of the full execution of this Agreement, Defendants shall prepare and deliver to Class Counsel a signed declaration from Defendants and Defense counsel disclosing all facts relevant to any action or potential conflicts of interest with the Settlement Administrator and the Cy Pres Recipient. In their declarations, Defendants and Defense 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.

If and when the Court preliminarily approves the Settlement, and after administration of the Class Notice in a manner consistent with the Court’s Preliminary Approval Order, Plaintiff

1 will move for an order finally approving the Settlement and seek entry of a Judgment in line with
2 this Settlement. If the Court does not grant Preliminary Approval or conditions Preliminary
3 Approval on any material change to this Agreement, Class Counsel and Defense Counsel will
4 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and
5 in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6 **6. STATEMENT OF NO ADMISSION**

7 Defendants deny any wrongdoing of any sort and further denies any liability to Plaintiff,
8 the Settlement Class and Aggrieved Employees with respect to any claims or allegations asserted
9 in the Action. This Agreement shall not be deemed an admission by Defendants of any claims or
10 allegations asserted in the Action. Except as set forth elsewhere herein, in the event that this
11 Agreement is not approved by the Court, or any appellate court, is terminated, or otherwise fails
12 to be enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way
13 any claims, rights or remedies, or defenses in the Action, and Defendants will not be deemed to
14 have waived, limited, or affected in any way any of its objections or defenses in the Action. The
15 Parties shall be restored to their respective positions in the Action prior to the entry of this
16 Settlement.

17 **7. RELEASE OF CLAIMS**

18 **A. Release by All Participating Class Members.**

19 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
20 of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross
21 Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff and
22 all Participating Class Members release the Released Parties of all claims against the Released
23 Parties asserted in the Operative Complaints, or any and all claims that may be asserted against
24 the Released Parties based on the factual allegations in the Operative Complaints, as follows:
25 For Participating Class Members, the release includes, for the duration of the Class Period: (a)
26 all claims for failure to pay minimum wages; (b) all claims for failure to pay overtime wages; (c)
27 all claims for failure to provide compliant meal and rest periods or compensation in lieu thereof;
28 (d) failure to timely pay all wages due upon termination or resignation; (e) all claims for non-

1 compliant wage statements; (f) failure to reimburse business expenses; and (g) all claims asserted
2 through California Business & Professions Code § 17200 *et seq.* arising out of the Labor Code
3 violations referenced in the Operative Complaints, which includes, without limitation, Labor
4 Code sections 200, 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 1194, 1194.2, 1197 and
5 2802 (the “Class Released Claims”).

6 **B. Release by All Aggrieved Employees**

7 For Aggrieved Employees, the release includes, for the duration of the PAGA Period, all
8 claims asserted in the PAGA Notice and alleged in the Operative Complaints, including all claims
9 for civil penalties under PAGA arising out of Labor Code Sections 210, 226.3, 558, 1174.5,
10 1197.1, and 2699 based on the factual allegations and Labor Code sections alleged to have been
11 violated in the PAGA Notice and Operative Complaints, which includes, without limitation,
12 Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 212, 226, 226.3, 226.7, 227.3, 232,
13 232.5, 246 *et seq.*, 432, 510, 512, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5,
14 1198.5, 2699, 2802 and 2810.5 (the “PAGA Released Claims”). The Class Released Claims and
15 PAGA Released Claims shall be referred to herein as the “Released Claims”.

16 **C. Claims Not Released**

17 The releases above expressly exclude all other claims, including claims for vested
18 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
19 compensation, claims arising under the Fair Employment and Housing Act and California Family
20 Rights Act, and any other claims outside of the Class Released Claims of Participating Class
21 Members, including Plaintiff, arising during the Class Period and the PAGA Released Claims of
22 Aggrieved Employees including Plaintiff (and, to the extent permitted by law, the State of
23 California) arising outside of the PAGA Period.

24 **D. General Release.**

25 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
26 of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross
27 Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, in addition to
28 the Released Claims, Plaintiff makes the additional following General Release: Plaintiff releases

1 the Released Parties from all claims, demands, rights, liabilities and causes of action of every
2 nature and description whatsoever, known or unknown, asserted or that might have been asserted,
3 whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation
4 arising out of, relating to, or in connection with any act or omission of the Released Parties
5 through the date of full execution of this Agreement in connection with her employment or the
6 termination thereof. With respect to the General Release, Plaintiff stipulates and agree that,
7 through the Final Approval Date, Plaintiff shall be deemed to have, and by operation of the Final
8 Judgment and payment to the Settlement Administrator shall have, expressly waived and
9 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section
10 1542 of the California Civil Code, or any other similar provision under federal or state law, which
11 provides:

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

16 Plaintiff's Limited Release of Claims as a Participating Class Member and Aggrieved
17 Employee as well as Plaintiff's General Release and Civil Code section 1542 waiver does not
18 include and expressly excludes any release or waiver for any and all claims that may be brought,
19 have been brought, or could have been brought by Plaintiff for wrongful termination,
20 discrimination, retaliation, harassment, failure to prevent harassment or discrimination or under
21 the Fair Employment and Housing Act and/or California Family Rights Act or any other claim
22 arising from his Employment. For the avoidance of doubt, this provision does not invalidate any
23 releases already executed by Participating Class Members or Plaintiff.

24 **8. SETTLEMENT ADMINISTRATOR**

25 Plaintiff and Defendants, through their respective counsel to administer the Settlement,
26 which includes but is not limited to translating the Class Notice to Korean, distributing and
27 responding to inquiries about the Class Notice and calculating all amounts to be paid from the
28 Gross Settlement Amount. Charges and expenses of the Settlement Administrator, currently
estimated to be \$7,250 will be paid from the Gross Settlement Amount. If the actual amount of

the Settlement Administration Costs is less than \$7,250, the difference between \$7,250 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$7,250, then such excess will be paid solely from the Gross Settlement Amount and Defendants will not be responsible for paying any additional funds in order to pay these additional costs.

9. NOTICE, WEEKLY PAY PERIOD DISPUTE, OBJECTION, AND EXCLUSION PROCESS

A. Notice to the Settlement Class Members.

(1) Within fifteen (15) calendar days after the Preliminary Approval Date, Defendants' Counsel shall provide the Settlement Administrator, in Microsoft Excel format, with information with respect to each Settlement Class Member, including his or her: (1) name, last known address(es) and last known telephone number(s) currently in Defendants' possession, custody, or control; (2) Social Security Number in Defendants' possession, custody, or control; and (3) the hire dates, re-hire dates (if applicable) and termination dates (if applicable) for each Settlement Class Member ("Class List"). The Settlement Administrator shall perform an address search using the United States Postal Service National Change of Address ("NCOA") database and update the addresses contained on the Class List with the newly found addresses, if any. Within seven (7) calendar days of receiving the Class List from Defendants, the Settlement Administrator shall mail the Class Notice in English and Spanish to the Settlement Class Members via first-class regular U.S. Mail using the most current mailing address information available. The Settlement Administrator shall maintain a list with names and all addresses to which notice was given, and digital copies of all the Settlement Administrator's records evidencing the giving of notice to any Settlement Class Member, for at least four (4) years from the Final Approval Date. Such information shall be available to Class Counsel and Defendants' Counsel upon request.

(2) The Class Notice will set forth:

(a) the Settlement Class Member's estimated Individual Settlement Payment and Individual PAGA Payment, and the basis for each;

- 1 (b) the information required by California Rule of Court, rule 3.766,
2 subdivision (d);
- 3 (c) the material terms of the Settlement;
- 4 (d) the proposed Settlement Administration Costs;
- 5 (e) the definition of the Settlement Class;
- 6 (f) a statement that the Court has preliminarily approved the
7 Settlement;
- 8 (g) how the Settlement Class Member can obtain additional
9 information, including contact information for Class Counsel;
- 10 (h) information regarding opt-out and objection procedures;
- 11 (i) the date and location of the Final Approval Hearing; and
- 12 (j) that the Settlement Class Member must notify the Settlement
13 Administrator no later than the Response Deadline if the
14 Settlement Class Member disputes the accuracy of the number of
15 Weekly Pay Periods as set forth on his or her Class Notice
16 (“Workweek Dispute”). If a Settlement Class Member fails to
17 timely dispute the number of Workweeks attributed to him or her
18 in conformity with the instructions in the Class Notice, then he or
19 she shall be deemed to have waived any objection to its accuracy
20 and any claim to any additional settlement payment based on
21 different data.

22 (3) If a Class Notice from the initial notice mailing is returned as
23 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
24 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
25 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
26 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
27 is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class
28 Member within three (3) business days. Further, any Class Notices that are returned to the

1 Settlement Administrator with a forwarding address before the Response Deadline shall be
2 promptly re-mailed to the forwarding address affixed thereto within three (3) business days by
3 the Settlement Administrator.

4 (4) No later than seven (7) calendar days from the Response Deadline, the
5 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
6 completion of the notice process, including the number of attempts to obtain valid mailing
7 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
8 and copies of all Requests for Exclusion and objections/comments received by the Settlement
9 Administrator.

10 **B. Objections.**

11 Only Participating Class Members may object or comment regarding the Settlement. In
12 order for any Settlement Class Member to object to this Settlement in writing, or any term of it,
13 he or she must do so by mailing a written objection to the Settlement Administrator at the address
14 or phone number provided on the Class Notice no later than the Response Deadline. The
15 Settlement Administrator shall email a copy of the objection forthwith to Class Counsel and
16 Defendants' counsel and attach each objection, if any, to the declaration that Class Counsel files
17 with the Court in support of the Motion for Final Approval. The objection should set forth in
18 writing: (1) the Objector's name; (2) the Objector's address; (3) the last four digits of the
19 Objector's Social Security Number; (4) the Objector's signature; (5) a statement of whether the
20 Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the Objection,
21 along with whatever legal authority, if any, the Objector asserts in support of the Objection. If a
22 Settlement Class Member objects to the Settlement, the Settlement Class Member will remain a
23 member of the Settlement Class and if the Court approves this Agreement, the Settlement Class
24 Member will be bound by the terms of the Settlement in the same way and to the same extent as
25 a Settlement Class Member who does not object. The date of mailing of the Class Notice to the
26 objecting Settlement Class Member shall be conclusively determined according to the records of
27 the Settlement Administrator. Settlement Class Members need not object in writing to be heard
28 at the Final Approval Hearing; they may object or comment in person at the hearing at their own

1 expense. Class Counsel and Defendants' Counsel may respond to any objection lodged with the
2 Court up to five (5) court days before the Final Approval Hearing.

3 **C. Requesting Exclusion.**

4 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
5 Settlement by mailing a written request to be excluded from the Settlement ("Request for
6 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline (or
7 the extended Response Deadline if the Class Notice is re-mailed). To be valid, a Request for
8 Exclusion must include: (1) the Class Member's name; (2) the Class Member's Social Security
9 Number; (3) the Class Member's signature; and (4) the following statement or something to its
10 effect: "Please exclude me from the Settlement Class in the *Seunghye Jeong v. Gamevil Com2US*
11 *USA, Inc. et al.* matters" or any statement standing for the proposition that the Class Member
12 does not wish to participate in the Settlement. The Settlement Administrator shall immediately
13 provide copies of all Requests for Exclusion to Class Counsel and Defendants' Counsel and shall
14 report the Requests for Exclusions that it receives, to the Court, in its declaration to be provided
15 in advance of the Final Approval Hearing. Any Settlement Class Member who requests
16 exclusion using this procedure will not be entitled to receive any payment from the Settlement
17 and will not be bound by the Settlement Agreement or have any right to object to, appeal, or
18 comment on the Settlement. Any Settlement Class Member who does not opt out of the
19 Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of
20 the Settlement, including those pertaining to the Released Claims, as well as any Judgment that
21 may be entered by the Court if Final Approval of the Settlement is granted. A Settlement Class
22 Member cannot submit both a Request for Exclusion and an objection. If a Settlement Class
23 Member submits an objection and a Request for Exclusion, the Request for Exclusion will
24 control, and the Objection will be void. Settlement Class Members who worked during the PAGA
25 Period that submit a valid Request for Exclusion will still be deemed Aggrieved Employees, will
26 still receive their Individual PAGA Payment, and will be bound by the release encompassed in
27 the PAGA Released Claims.

28 ///

1 **D. Disputes Regarding Settlement Class Members' Workweeks Data.**

2 Class Members will have an opportunity to dispute the information provided in their Class
3 Notice. To the extent Class Members dispute the number of Workweeks to which they have been
4 credited, Class Members may produce evidence to the Settlement Administrator showing that
5 such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants'
6 records will be presumed determinative. However, if a Class Member produces evidence to the
7 contrary, the Settlement Administrator will evaluate the evidence submitted by the Class Member
8 and will make the final decision as to the number of Workweeks that should be applied. All such
9 disputes are to be resolved not later than ten (10) calendar days after the Response Deadline.

10 **E. Extension of Response Deadline for Remailing**

11 If a Class Member's notice is re-mailed, the Class Member shall have fifteen (15) days
12 from the re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is later,
13 in which to postmark a Request for Exclusion, written Objection or to dispute their attributed
14 workweek count in the Class Period and/or PAGA Period.

15 **F. Cooperation**

16 If the Settlement Administrator, Defendants, or Class Counsel is contacted by or
17 otherwise discovers any persons who believe they should have been included in the Class Data
18 and should have received a Class Notice, the Parties will expeditiously meet and confer in person
19 or by telephone, and in good faith in an effort to agree on whether to include them as Class
20 Members. If the Parties agree, such persons will be Class Members entitled to the same rights
21 as other Class Members, and the Settlement Administrator will send, via email or overnight
22 delivery, a Class Notice requiring them to exercise options under this Agreement not later than
23 fifteen (15) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever
24 are later.

25 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA**
26 **PAYMENTS TO PARTICIPATING CLASS MEMBERS**

27 Individual Settlement Payments will be calculated and distributed to Participating Class
28 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class

Members' respective number of Workweeks during the Class Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number of Workweeks during the PAGA Period. Specific calculations of the Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as follows:

A. The Settlement Administrator will determine the total number of Workweeks worked by each Settlement Class Member during the Class Period ("Class Member's Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class Members during the Class Period ("Class Workweeks"). Additionally, the Settlement Administrator will determine the total number of Workweeks worked by each Aggrieved Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period ("PAGA Workweeks").

B. To determine each Settlement Class Member's Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

C. To determine each Participating Class Member's Participating Individual Settlement Share, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period ("Participating Class Workweeks") and use the following formula: Individual Settlement Share = (Participating Class Member's Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount.

D. The net amount of the Participating Individual Settlement Share is to be paid out to Participating Class Members by way of check and is referred to as "Individual Settlement Payment(s)".

E. To determine each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee's Individual

PAGA Payment = ([Aggrieved Employee's Workweeks ÷ PAGA Workweeks] x \$5,000.00)
(the "PAGA Payment").

F. Individual Settlement Payments and Individual PAGA Payments shall be paid to Participating Class Members and/or Aggrieved Employees by way of check. When a Participating Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

11. DISTRIBUTION OF PAYMENTS

A. Distribution of Individual Settlement Payments.

Participating Class Members will receive an Individual Settlement Payment. All Aggrieved Employees, regardless of whether they submit a valid Request for Exclusion or not, will receive their Individual PAGA Payment. Individual Settlement Payment checks and Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance. Within seven (7) calendar days after expiration of the 180-day period, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted as follows: to Legal Aid at Work, 180 Montgomery St., Suite 600 San Francisco, California 94104 for use in the County of Los Angeles, State of California. The Parties and their counsel, by signing this Agreement, agree that they have no interest in the governance of the *cy pres* recipient, nor do they have a conflict of interest with the *cy pres* recipient designated herein. The Settlement Administrator shall prepare a report regarding the distribution plan pursuant to Code of Civil Procedure section 384 and the report shall be presented to the Court by Class Counsel along with a proposed amended judgment that is consistent with the provisions of Code of Civil Procedure section 384.

B. Funding of Settlement.

Within sixty (60) calendar days after the Court grants preliminary approval of the Settlement, Defendants shall deposit half of the Gross Settlement Amount, or Two Hundred

Forty-Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$243,750.00) (the “First Payment”), to the Settlement Administrator in addition to Employer’s Taxes for the First Payment pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”) with an FDIC insured banking institution, for distribution in accordance with this Agreement and the Court’s orders and subject to the conditions described herein. After the Court grants Final Approval of the Settlement, on or before February 28, 2025, Defendants shall deposit the remaining half of the Gross Settlement Value, or Two Hundred and Forty-Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$243,750.00) (the “Second Payment”), unless the same is escalated pursuant to Paragraph 17 below, to the Settlement Administrator in addition to Employer’s Taxes for the Second Payment pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”) with an FDIC insured banking institution, for distribution in accordance with this Agreement and the Court’s orders and subject to the conditions described herein.

In the event that Defendants fail to timely make any payment as required by the terms of this Settlement Agreement, Class Counsel shall provide notice of failure to make payment to Defendants' Counsel Christine H. Long of Berliner Cohen, LLP via email to *christine.long@berliner.com* and provide Defendants seven (7) calendar days to provide the missed payment to the Settlement Administrator in full including any applicable Employer’s Taxes owed. If Defendants fail to make the payment within seven (7) calendar days of Class Counsel’s notice, then Defendants shall pay the entire Gross Settlement Amount less any sums already paid within thirty (30) days of Class Counsel’s notice of failure to make payment. Acceptance of a late payment by Class Counsel and/or the Settlement Administrator shall not constitute a waiver, nor should it in any way prejudice any party's rights to receive and demand timely payments thereafter.

Individual Settlement Payments and Individual PAGA Payments shall be paid exclusively from the QSA, pursuant to the settlement formula set forth herein. Payments from the QSA shall be made for (1) the Service Award to Plaintiff as specified in this Agreement and approved by the Court; (2) the Attorneys’ Fees and Cost Award to be paid to Class Counsel, as

1 specified in this Agreement and approved by the Court; (3) the Settlement Administrator Costs,
2 as specified in this Agreement and approved by the Court; and (4) the LWDA Payment, as
3 specified in this Agreement. \$5,000 shall be allocated to payment to Aggrieved Employees of
4 Individual PAGA Payments as set forth herein. The balance and any accrued interest thereon
5 remaining shall constitute the Net Settlement Amount from which Individual Settlement
6 Payments shall be made to Participating Class Members, less applicable taxes and withholdings.
7 All interest accrued shall be for the benefit of Participating Class Members and distributed on a
8 *pro rata* basis.

9 **C. Time for Distribution.**

10 No more than seven (7) calendar days after payment of the full Gross Settlement Amount
11 (as the same may be increased to in accordance with Paragraph 17) by Defendants, as well as
12 Employer Taxes, or after the Final Order and Judgment following a Final Fairness and Approval
13 hearing, whichever is later, the Settlement Administrator shall distribute all payments due under
14 the Settlement, including the Individual Settlement Payments to Participating Class Members
15 and Individual PAGA Payments to Aggrieved Employees, as well as the Court-approved
16 payments for the Service Award to Plaintiff, attorneys' fees and litigation costs and expenses to
17 Class Counsel, administration costs to the Settlement Administrator, and the LWDA Payment to
18 the LWDA.

19 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

20 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys'
21 fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which, unless increased
22 pursuant to Paragraph 17, shall amount to One Hundred Seventy Thousand Six Hundred Twenty-
23 Five Dollars and Zero Cents (\$170,625.00). Class Counsel shall further apply for, and Defendants
24 shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs
25 associated with Class Counsel's prosecution of this matter as set forth by declaration testimony
26 in an amount up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Awards of
27 attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future
28 attorneys' fees and costs necessary to prosecute, settle, and obtain Final Approval of the

1 settlement in the Action. The “future” aspect of the amounts stated herein includes, without
2 limitation, all time and expenses expended by Class Counsel (including any appeals therein),
3 except for any matters that arise from Defendants’ failure to materially comply with the terms of
4 this Agreement. There will be no additional charge of any kind to either the Settlement Class
5 Members or request for additional consideration from Defendants for such work unless, in the
6 event of a material breach of this Agreement by Defendants, Plaintiff is required to move the
7 Court for enforcement of this Agreement. Should the Court approve attorneys’ fees and/or
8 litigation costs and expenses in amounts that are less than the amounts provided for herein, then
9 the unapproved portion(s) shall be a part of the Net Settlement Amount.

10 **13. SERVICE AWARD TO PLAINTIFF**

11 Plaintiff shall seek, and Defendants shall not oppose, a Service Award for Plaintiff in an
12 amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) for participation in and
13 assistance with the Action. Any Service Awards awarded to Plaintiff shall be paid from the Gross
14 Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves a Service
15 Award to Plaintiff in less than the amounts sought herein, then the unapproved portion(s) shall
16 be a part of the Net Settlement Amount.

17 **14. TAXATION AND ALLOCATION**

18 A. Each Individual Settlement Share shall be allocated as follows: 20% as wages
19 (to be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an
20 IRS Form 1099). The Individual PAGA Payments to the Aggrieved Employees shall be
21 allocated entirely as penalties (to be reported on an IRS Form 1099). The Parties agree that the
22 employee’s share of taxes and withholdings with respect to the wage-portion of the Individual
23 Settlement Share will be withheld from the Individual Settlement Share in order to yield the
24 Individual Settlement Payment. The amount of federal income tax withholding will be based
25 upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg.
26 § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made
27 pursuant to applicable state and/or local withholding codes or regulations.

28 ///

1 **B.** Forms W-2 and/or Forms 1099 will be distributed by the Settlement
2 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
3 “Code”) and consistent with this Agreement. If the Code, the regulations promulgated
4 thereunder, or other applicable tax law, is changed after the date of this Agreement, the
5 processes set forth in this Section may be modified in a manner to bring Defendant into
6 compliance with any such changes.

7 **C.** All Employer Taxes shall be paid by Defendants separate, apart and above
8 from the Gross Settlement Amount. Defendants shall remain liable to pay the employer’s share
9 of payroll taxes as described above.

10 **D.** Neither Counsel for Plaintiff nor Defendants intend anything contained in this
11 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
12 be relied upon as such within the meaning of United States Treasury Department Circular 230
13 (31 C.F.R. Part 10, as amended) or otherwise.

14 **15. PRIVATE ATTORNEYS’ GENERAL ACT ALLOCATION**

15 The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of
16 the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five
17 percent (75%) of the amount allocated toward PAGA (\$15,000.00) will be paid to the LWDA
18 (*i.e.*, the LWDA Payment), and twenty-five percent (25%) of the amount allocated toward PAGA
19 (\$5,000.00) shall be deemed the “PAGA Payment” and distributed to Aggrieved Employees on
20 a *pro rata* basis based upon their respective Workweeks worked during the PAGA Period (*i.e.*,
21 the Individual PAGA Payments).

22 **16. COURT APPROVAL**

23 This Agreement is contingent upon an order by the Court granting Final Approval of the
24 Settlement, and that the LWDA does not intervene and/or object to the Settlement. In the event
25 it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the
26 Parties shall be restored to their respective positions in the Actions prior to entry of this
27 Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is
28 reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except

1 to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying
2 approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically
3 stated to survive the Settlement Agreement being voided or not approved, and which control in
4 such an event.

5 **17. INCREASE IN WORKWEEKS**

6 Defendants represent that there are no more than 6,500 Workweeks worked during the
7 Class Period. In the event the number of Workweeks worked increases by more than 5%, or 325
8 Workweeks worked (*i.e.*, more than 6,825 Workweeks), then the Gross Settlement Amount shall
9 be increased proportionally by the workweeks worked in the Class Period in excess of 6,825
10 workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by
11 dividing the Gross Settlement Amount (\$487,500.00) by 6,500 Workweeks. The Parties agree
12 that the Workweek Value is \$75.00 (\$487,500 / 6,500 workweeks). Thus, for example, should
13 there be 7,500 workweeks worked by Class Members in the Class Period, then the Gross
14 Settlement Amount shall be increased by \$75,000 ([7,500 workweeks – 6,500 workweeks] x
15 \$75.00.)

16 **18. NOTICE OF JUDGMENT**

17 In addition to any duties set out herein, the Settlement Administrator shall provide
18 notice of the Final Judgment entered in the Actions by posting the same on its website for at
19 least four (4) years after the Judgment becomes final.

20 **19. MISCELLANEOUS PROVISIONS**

21 **A. No Admission of Liability, Class Certification or Representative Manageability**
22 **for Other Purposes.**

23 This Agreement represents a compromise and settlement of highly disputed claims.
24 Nothing in this Agreement is intended or should be construed as an admission by Defendants
25 that any of the allegations in the Operative Complaints have merit or that Defendants have any
26 liability for any claims asserted; not should it be intended or construed as an admission by
27 Plaintiff that Defendants' defenses in the Actions have merit. The Parties agree that class
28 certification and representative treatment is for purposes of this Settlement only. If, for any

1 reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment,
2 Defendants reserve the right to contest certification of any class for any reasons, and
3 Defendants reserve all available defenses to the claims in the Actions, and Plaintiff reserves
4 the right to move for class certification on any grounds available and to contest Defendants'
5 defenses. The Settlement, this Agreement, and Parties' willingness to settle the Actions will
6 have no bearing on, and will not be admissible in connection with, any litigation (except for
7 proceedings to enforce or effectuate the Settlement and this Agreement).

8 **B. Attorney Authorization.**

9 Class Counsel and Defense Counsel separately warrant and represent that they are
10 authorized by Class Representative and Defendants, respectively, to take all appropriate action
11 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
12 terms, and to execute any other documents reasonably required to effectuate the terms of this
13 Agreement including any amendments to this Agreement.

14 **C. No Prior Assignments.**

15 The Parties separately represent and warrant that they have not directly or indirectly
16 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person
17 or entity and portion of any liability, claim, demand, action, cause of action, or right released
18 and discharged by the Party in this Settlement.

19 **D. No Tax Advice.**

20 Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are providing any
21 advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such
22 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
23 amended) or otherwise.

24 **E. Modification of Agreement.**

25 This Agreement, and all parts of it, may be amended, modified, changed, or waived
26 only by an express written instrument signed by all Parties or their representatives, and
27 approved by the Court.

28 ///

1 **F. Agreement Binding on Successors.**

2 This Agreement will be binding upon, and inure to the benefit of, the successors of each
3 of the Parties.

4 **G. Applicable Law.**

5 All terms and conditions of this Agreement and its exhibits will be governed by and
6 interpreted according to the internal laws of the state of California, without regard to conflict
7 of law principles.

8 **H. Cooperation in Drafting.**

9 The Parties have cooperated in the drafting and preparation of this Agreement. This
10 Agreement will not be construed against any Party on the basis that the Party was the drafter
11 or participated in the drafting.

12 **I. Headings.**

13 The descriptive heading of any section or paragraph of this Agreement is inserted for
14 convenience of reference only and does not constitute a part of this Agreement.

15 **J. Stay of Litigation.**

16 The Parties agree that upon the execution of this Agreement the litigation shall be
17 stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon
18 the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring
19 a case to trial under CCP section 583.310 for the entire period of this settlement process so
20 long as Class Counsel submits and files Plaintiff's Motion for Preliminary Approval within
21 sixty (60) days of the date this Agreement is fully executed.

22 **K. Interpretation of the Agreement.**

23 This Agreement constitutes the entire agreement between Plaintiff and Defendants with
24 respect to its subject matter. Except as expressly provided herein, this Agreement has not been
25 executed in reliance upon any other written or oral representations or terms, and no such extrinsic
26 oral or written representations or terms shall modify, vary or contradict its terms. In entering
27 into this Agreement, the Parties agree that this Agreement is to be construed according to its
28 terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be

1 interpreted and enforced under the laws of the State of California, both in its procedural and
2 substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or
3 relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively
4 in the Superior Court of the State of California for the County of Los Angeles, and Plaintiff and
5 Defendants hereby consents to the personal jurisdiction of the Court in the Actions over it solely
6 in connection therewith. Plaintiff, on Plaintiff's own behalf and on behalf of the Settlement
7 Class, and Defendants participated in the negotiation and drafting of this Agreement and had
8 available to them the advice and assistance of independent counsel. As such, neither Plaintiff
9 nor Defendants may claim that any ambiguity in this Agreement should be construed against the
10 other. The Agreement may be modified only by a writing signed by counsel for the Parties and
11 approved by the Court.

12 **L. Further Cooperation.**

13 Plaintiff, Defendants, and their respective attorneys shall proceed diligently to prepare
14 and execute all documents, to seek the necessary approvals from the Court, and to do all things
15 reasonably necessary to consummate the Settlement as expeditiously as possible. The Parties
16 agree that they will not take any action inconsistent with this Agreement, including, without
17 limitation, encouraging Class Members to opt out of the Settlement. In the event the Court finds
18 that any Party has taken actions inconsistent with the Settlement, including, without limitation,
19 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
20 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
21 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
22 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
23 opt-outs and/or objections.

24 **M. Counterparts.**

25 The Agreement may be executed in one or more actual or non-original counterparts, all
26 of which will be considered one and the same instrument and all of which will be considered
27 duplicate originals.

28 ///

P. Authority.

Each individual signing below warrants that he or she has the authority to execute this Agreement on behalf of the party for whom or which that individual signs.

Q. No Third-Party Beneficiaries.

Plaintiff, Participating Class Members, Aggrieved Employees, Class Counsel, and Defendants are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

R. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

S. Severability.

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

T. Recordation of Satisfaction of Judgment.

Upon declaration submitted by the Third-Party Administrator that all funds have been distributed and its duties are complete, including administration of all of the terms and conditions of the class action settlement being completed, once the Court finds that said declaration has sufficiently evidenced full and complete administration of the class action settlement, Class Counsel shall file within fourteen (14) court days a Notice of Satisfaction of Judgment.

IT IS SO AGREED:

Dated: July 11, 2023, 2023

DocuSigned by:
Seunghee Jeong
B3C4A24CE4CC490
SEUNGHEE JEONG
Plaintiff and Class Representative

(Additional Signatures Page to Follow)

IT IS SO AGREED:

Dated: _____, 2023

Defendant Gamevil Com2US USA, Inc.

By:

Its:

IT IS SO AGREED:

Dated: _____, 2023

Defendant Com2US USA, Inc.

By:

Its:

AGREED AS TO FORM ONLY:

Dated: July 11, 2023

DocuSigned by:

Jasmin Gill

5D32084045BA4D2...

JASMIN K. GILL

SACHA POMARES

J. Gill Law Group, P.C.

Counsel for Plaintiff Seunghee Jeong

Dated: July 12, 2023

DocuSigned by:

Zak Franklin

0FE4AF05846A499...

ZACHARY FRANKLIN

Franklin Law, P.C.

Counsel for Plaintiff Seunghee Jeong

Dated: _____, 2023

CHRISTINE H. LONG

KEVIN S. LANDIS

Berliner Cohen, LLP

**Counsel for Defendants Gamevil Com2US
USA, Inc. and Com2US USA, Inc.**

1 **IT IS SO AGREED:**

2
3 Dated: 7/13/2023 | 8:47:51 PM PDT, 2023

DocuSigned by:

755FB28DD23D4FA
Defendant Gamevil Com2US USA, Inc.
By: Kyu C Lee
Its: President

5 **IT IS SO AGREED:**

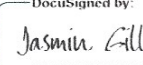
6
7 Dated: 7/13/2023 | 8:47:51 PM PDT, 2023

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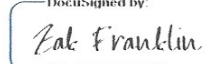
755FB28DD23D4FA
Defendant Com2US USA, Inc.
By: Kyu C Lee
Its: President

11 **AGREED AS TO FORM ONLY:**

12
13 Dated: July 11, 2023

DocuSigned by:

613330E1A3343A8137
JASMIN K. GILL
SACHA POMARES
J. Gill Law Group, P.C.
Counsel for Plaintiff Seunghee Jeong

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15
16
17 Dated: July 12, 2023

DocuSigned by:

0E14A102346A4993
ZACHARY FRANKLIN
Franklin Law, P.C.
Counsel for Plaintiff Seunghee Jeong

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22
23 Dated: Jul 14, 2023, 2023


CHRISTINE H. LONG
KEVIN S. LANDIS
Berliner Cohen, LLP
Counsel for Defendants Gamevil Com2US
USA, Inc. and Com2US USA, Inc.

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EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL APPROVAL

Seunghye Jeong v. GameVil Com2US USA, Inc., et al.
 (County of Los Angeles, California Superior Court Case Nos. 22STCV11790 and 22STCV16958)

As a current or former non-exempt, hourly-paid California employee for GameVil Com2US USA, Inc. and/or Com2US USA, Inc., you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of GameVil Com2US USA, Inc. and Com2US USA, Inc. (“Defendants”) show you are a “Class Member,” and therefore entitled to a payment from this class action Settlement. Class Members are all persons currently or formerly employed by Defendants as non-exempt, hourly-paid employees in the State of California any time from April 6, 2018 through February 13, 2023.

- The settlement resolves a class action lawsuit and representative action lawsuit under California Labor Code Private Attorneys General Act (“PAGA”), both entitled *Jeong v. GameVil Com2US USA, Inc., et al.* (collectively, the “Lawsuit”), which allege Defendants: (1) failed to pay Class Members overtime wages, (2) failed to pay Class Members minimum wages, (3) failed to provide Class Members legally-compliant meal and rest breaks under California law, (4) failed to provide Class Members with legally compliant wage statements, (5) failed to timely pay all wages due upon termination or resignation, (6) failed to reimburse employees for business expenses, and (7) engaged in unfair business practices. Based on these and other alleged Labor Code violations, in the representative PAGA action lawsuit, Plaintiff also seeks penalties under PAGA pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699.
- On [REDACTED], the Los Angeles County Superior Court granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously deny the claims in the Lawsuit and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked from March 11, 2021 through and including the end of the Class Period (“PAGA Period”) as a non-exempt, hourly-paid employee of Defendants, as well, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) regardless of whether you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Phoenix Settlement Administrators, about why you object to the settlement and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval hearing

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

	scheduled for [DATE AND TIME] in the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 North Spring Street, California 90012.
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The Final Fairness and Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] .m. on [REDACTED], in the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Department 6, Los Angeles, California 90012. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants' records show that you currently work, or previously worked, for Defendants as a non-exempt, hourly-paid employee in the State of California any time from April 6, 2018 through February 13, 2023. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Seunghye Jeong was a non-exempt, hourly-paid employee for Defendants in California. He is the "Plaintiff" in this case and is suing on behalf of himself and Class Members for Defendants' alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide legally-compliant meal and rest breaks under California law, failure to provide compliant wage statements, failure to timely pay all wages due upon termination or resignation, failure to reimburse employees for business expenses, and engagement in unfair business practices. Based on these and other alleged Labor Code violations, Plaintiff also seeks to recover penalties under the California Labor Code Private Attorney Generals Act pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699.

Defendants deny all of the allegations made by Plaintiff and deny that they violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this Class Action Settlement. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and the Class Members for the Gross Settlement Amount of \$487,500.00 unless the Gross Settlement Amount is escalated pursuant to the Agreement. The Gross Settlement includes: (1) Administration Costs of up to \$7,250.00; (2) a service payment of up to \$5,000.00 to Plaintiff for his time and effort in pursuing this case and in exchange for a broader release of claims against Defendants; (3) up to 35% in attorneys' fees which, unless the Gross Settlement Amount is escalated pursuant to the Agreement, amounts to \$170,625.00 in attorneys' fees; (4) actual litigation costs up to \$25,000.00 to Class Counsel; and (5) payment allocated to PAGA penalties in the amount of \$20,000.00, \$15,000.00 of which will be payable to the Labor and Workforce Development Agency ("LWDA") and \$5,000.00 of which will be payable to Aggrieved Employees. After deducting these sums, a total of approximately \$251,875.00 will be available for distribution to Class Members ("Net Settlement Amount"), and an additional \$5,000.00 to Aggrieved Employees. In addition to the Gross Settlement, Defendants will separately pay all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement.

Distribution to Class Members and Aggrieved Employees

Class Members who do not opt out will receive a *pro rata* payment based on the number of verified actual weeks worked by Class Members for Defendants during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, Class

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

Members who worked during the PAGA Period will receive a pro rata share of the \$5,000 allocated as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by the Class Member during the PAGA Period.

Defendants' records indicate that you worked [Eligible Workweeks] as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment for PAGA civil penalties would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on an IRS Form 1099; 20% of each Settlement Payment will be allocated as wages and reported on an IRS Form W-2; and 80% will be allocated as penalties and interest reported on an IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Settlement Check because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

Settlement payment checks must be cashed soon after receipt. The Settlement checks will be able to be cashed for 180 days after they are issued. Within 7 days after expiration of the 180-day period, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be considered unpaid, unclaimed or abandoned funds and shall be transmitted to Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104 for use in the County of Los Angeles, State of California.

Class Members who do not submit a valid and timely opt out (pursuant to Section 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had upon final approval of this Settlement, entry of judgment, and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employer's Taxes pursuant to the Agreement.

"Released Claims" means all claims against the Released Parties asserted in the Operative Complaints in the Lawsuit, or any and all claims that may be asserted against the Released Parties based on the factual allegations in the Operative Complaints, as follows: For Participating Class Members, the release includes, but is not limited to, for the duration of the Class Period: (a) all claims for failure to pay minimum wages; (b) all claims for failure to pay overtime wages; (c) all claims for failure to provide compliant meal and rest periods or compensation in lieu thereof; (d) all claims for failure to timely pay all wages due upon termination or resignation; (e) all claims for non-compliant wage statements; (f) all claims for failure to reimburse business expenses; and (g) all claims asserted through California Business & Professions Code § 17200 *et seq.* arising out of the Labor Code violations referenced in the Operative Complaints, which includes, without limitation, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 1194, 1194.2, 1197 and 2802 (the "Class Released Claims"). For Aggrieved Employees, the release includes, for the duration of the PAGA Period, all claims asserted in the PAGA Notice submitted to the LWDA and alleged in the Operative Complaint in the related PAGA action, *Seunghee Jeong v. GameVil Com2US USA, Inc., et al.* (County of Los Angeles, California Superior Court Case No. 22STCV16958), including all claims for civil penalties under PAGA arising out of Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699 based on the factual allegations and Labor Code sections alleged to have been violated in the PAGA Notice and Operative Complaint, which includes, without limitation, Labor Code sections 96, 98.6, 201-204, 210, 212, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, 432, 510, 512, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5 (the "PAGA Released Claims").

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

The Class Released Claims and PAGA Released Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims arising under the Fair Employment and Housing Act and California Family Rights Act, and any other claims outside of the Class Released Claims of Participating Class Members, including Plaintiff, arising during the Class Period and the PAGA Released Claims of Aggrieved Employees including Plaintiff (and, to the extent permitted by law, the State of California) arising outside of the PAGA Period.

"Class Period" means the period from April 6, 2018 through February 13, 2023.

"PAGA Period" means the period from March 11, 2021 through the end of the Class Period.

"Released Parties" shall mean Defendants GameVil Com2US USA, Inc. and Com2US USA, Inc., as well as each of Defendants' past, present, and future respective affiliates, parents, subsidiaries, predecessors, successors, divisions, joint venturers and assigns, and each of Defendants' past or present parent corporations, subsidiaries, divisions, affiliates, related entities, partners, shareholders, members, directors, officers, employees, principals, agents, representatives, insurers, co-insurers, re-insurers, predecessors, successors, assigns, attorneys, and personal or legal representatives.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, your Social Security Number, your signature, and the following statement or something to its effect: "Please exclude me from the Settlement Class in the *Jeong v. GameVil Com2US USA, Inc., et al.* matter". Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of the PAGA Released Claims. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, you will still receive an individual settlement share for the PAGA Released Claims and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right to individually pursue only the remaining Class Released Claims.

[Settlement Administrator]
[Mailing Address]

The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than **[RESPONSE DEADLINE]**. If you exclude yourself from the Settlement, then you will get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement, you may file an objection in writing stating why you object to the Settlement. Your objection must provide your full name, your address, the last 4 digits of your social security number, your signature, a statement of whether you plan to appear at the Final Fairness and Approval Hearing, and your reasons for why you think the Court should not approve the Settlement, along with whatever legal authority, if any, you assert supports your objection. Your objection must be mailed to the Administrator no later than **[RESPONSE DEADLINE]**. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Final Fairness Hearing

You may, if you wish, also appear at the Final Fairness and Approval Hearing set for [REDACTED] at [REDACTED].m. in the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Department 6, Los Angeles, California 90012, and discuss your objections with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense.

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may visit www. .com, call the Settlement Administrator at [\[PHONE NUMBER\]](tel: .com) or Class Counsel, who may be reached as follows:

FRANKLIN LAW, P.C.

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zak@franklinlawpc.com
100 Wilshire Blvd., Ste. 700
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Telephone: (424) 258-5129

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Facsimile: (310) 728-2137

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Los Angeles County Superior Court, located at [\[ADDRESS\]](http:// .com), during regular business hours of each court day.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Claims Administrator toll free at [\[PHONE NUMBER\]](tel: .com)