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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

ALICIA WILSON, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

OHGANE, INC.; PETER KIM, an
individual; Does 1 Through 20, Inclusive,

Defendants.

Case No. 34-2023-00333601

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND RELEASE
BETWEEN PLAINTIFF, ON BEHALF OF
HERSELF AND ALL OTHERS
SIMILARLY SITUATED, AND
DEFENDANTS**

1 This Joint Stipulation of Settlement and Release (hereinafter “Stipulation of Settlement” or
2 “Settlement”) is made and entered into by and between Plaintiff Alicia Wilson (“Plaintiff”),
3 individually, and on behalf of other members of the general public similarly situated, on the one
4 hand, and OHGANE, INC and PETER KIM, an individual (collectively referred to as
5 “Defendants”) on the other hand. This Stipulation of Settlement shall be binding on Plaintiff and
6 those persons Plaintiff seeks to represent, and on Defendants and the Released Parties, subject to the
7 terms and conditions hereof and the Court’s approval. The Settlement contemplated by this
8 Stipulation of Settlement is sometimes hereinafter referred to as the “Settlement.”

9 THE PARTIES STIPULATE AND AGREE as follows:

10 1. Plaintiff and Defendants are collectively referred to herein as “the Parties.” Plaintiff
11 filed her PAGA Notice letter with the LWDA on November 17, 2022. On January 30, 2023, Plaintiff
12 filed her Amended PAGA Notice. Plaintiff filed her Class Action and PAGA Complaint in Placer
13 County Superior Court on January 25, 2023, and her First Amended Complaint on January 30, 2023.
14 Defendants filed an answer to the complaint denying all material allegations and asserting affirmative
15 defenses.

16 2. Plaintiff’s Complaint asserts causes of action on behalf of herself and the putative class
17 members as follows: (1) violation of California Business and Professions Codes section 17200, *et*
18 *seq.*, (2) failure to provide accurate wage statements, (3) failure to pay overtime wages, (4) waiting
19 time penalties, (5) failure to provide meal and rest periods, (6) involuntary pay through direct deposit,
20 (7) failure to pay minimum wage for all hours worked, and; (8) penalties under PAGA from January
21 25, 2019 through the date the matter is certified as a class. Plaintiff’s Complaint seeks recovery of
22 alleged damages, penalties, interest, and attorneys’ fees and costs. The term “Action” means this
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1 putative class action pending in Sacramento County Superior Court. The class period is from January
2 25, 2019 through the date the Court grants preliminary approval (“Class Period”).

3 3. Plaintiff has not filed a motion for class certification in this action, nor has a date been
4 set by the Court for the filing of such a motion.

5 4. This Action has been actively litigated. There have been on-going investigations, and
6 there has been an exchange of extensive documentation and information.

7 5. For purposes of this Settlement, the “Settlement Class” or “Class Members” shall
8 consist of all hourly, non-exempt employees of Defendants who performed work for Defendants in
9 California at any time between January 25, 2019 and the date the Court grants preliminary approval
10 (“Class Period”). Defendants have represented that there are approximately 1,535 class members. (the
11 “Settlement Class” or the “Class Members”).

12 6. The “PAGA Settlement Class” will consist of all hourly, non-exempt employees of
13 Defendants who performed work for Defendants in California at any time between November 17,
14 2021 through the date the Court grants preliminary approval.

15 7. The Settlement Class shall not include any person who previously settled or released
16 any of the claims covered by this Settlement, or any person who previously was paid or received
17 awards through civil or administrative actions for the claims covered by this Settlement.

18 8. Solely for the purpose of settling this case, the Parties stipulate and agree that the
19 requisites for establishing class certification with respect to the Settlement Class have been met and
20 are met. More specifically, the Parties stipulate and agree that:

21 a. The Settlement Class is ascertainable and so numerous as to make it
22 impracticable to join all Class Members.

b. There are common questions of law and fact including, but not limited to, the following:

i. Whether Defendants complied with applicable laws affecting Plaintiff and the Settlement Class under the California Labor Code and the Wage Orders of the California Industrial Welfare Commission; and

ii. Whether Plaintiff and the Settlement Class are entitled to alleged penalties, interest, and attorneys' fees and costs.

c. Plaintiff believes Plaintiff's claims are typical of the claims of the members of the Settlement Class.

d. Plaintiff believes Plaintiff will fairly and adequately protect the interests of the Settlement Class, and that Plaintiff's counsel Timothy B. Del Castillo and Kent L. Bradbury of Castle Law: California Employment Counsel, PC should be "Class Counsel," and will fairly and adequately protect the interests of the Settlement Class.

e. Plaintiff believes the prosecution of separate actions by individual members of the Settlement Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

f. With respect to the Settlement Class, Plaintiff believes that questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual member in such Class, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

8. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Action, and further deny that, for any purpose other than settling this Action, this Action is appropriate for class or representative treatment. With respect to Plaintiff's

1 claims, Defendants contend, among other things, that they have complied with all applicable state,
2 federal and local laws affecting Plaintiff and the Settlement Class.

3 9. It is the desire of the Parties to fully, finally and forever settle, compromise and
4 discharge all disputes and claims arising from or related to the Action. To achieve a full and
5 complete release of Defendants, each Class Member acknowledges that this Stipulation of
6 Settlement is intended to include in its effect any and all claims under state, federal and local law
7 that were or could have been asserted based on the facts and allegations made in the Action, and any
8 amendments thereto.

9 10. It is the intention of the Parties that this Stipulation of Settlement shall constitute a
10 full and complete settlement and release of all claims arising from the allegations of this class action
11 case, which release includes in its effect Defendants and their current and former affiliates,
12 contractors, parents, divisions, subsidiaries, joint ventures and assigns, successors, predecessors and
13 assigns, partners, related business entities and actual or alleged joint employers and their past or
14 present officers, directors, shareholders, employees, agents, principals, heirs, representatives,
15 accountants, auditors, consultants, insurers and reinsurers, and their respective successors and
16 predecessors in interest, subsidiaries, affiliates, parents and attorneys, and all persons or entities
17 acting by, through, under or in concert with any of them, and any individual or entity which could be
18 jointly liable with Defendants for any of the Released Claims, including Defendants' customers. The
19 groups described in this paragraph 10 are collectively referred to as the "Released Parties".

20 11. Counsel for the Settlement Class have conducted a thorough investigation into the
21 facts of this Action, and have diligently pursued an investigation of Class Members' claims against
22 Defendants. Based on their own independent investigation and evaluation, Class Counsel are of the
23 opinion that the Settlement with Defendants for the consideration and on the terms set forth in this
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1 Stipulation of Settlement is fair, reasonable and adequate and is in the best interest of the Settlement
2 Class in light of all known facts and circumstances, including the risk of significant delay, the risk
3 the Settlement Class will not be certified by the Court, defenses asserted by Defendants and
4 numerous potential appellate issues. Defendants and Defendants' counsel also agree that the
5 Settlement is fair and in the best interest of the Parties.

6 12. The Parties agree to cooperate and to take all steps necessary and appropriate to
7 consummate this Settlement and for entry of judgment in accordance with this Stipulation of
8 Settlement.

9 13. This Settlement requires Defendants to pay Settlement Awards (defined below)
10 according to a specified formula to each Settlement Class Member who fails to submit a timely and
11 valid Request for Exclusion as specified in this Settlement ("Participating Class Member") as well
12 as to each Settlement Class Member who was employed during the PAGA Period (November 17
13 2021 through the date the Court grants preliminary approval), regardless of whether or not that
14 Class Member timely excluded him/herself from the Settlement. The maximum settlement amount
15 is \$450,000, including the Settlement Awards, Class Counsel's attorneys' fees, Class Counsel's
16 litigation expenses and costs, the enhancement award to the class representative, \$50,000 allocated
17 to penalties under the California Private Attorneys General Act ("PAGA") with \$37,500 (three-
18 quarters) paid to the California Labor and Workforce Development Agency ("LWDA") and
19 \$12,500 (one-fourth, referred to herein as the "PAGA Settlement Amount") paid to the PAGA
20 Settlement Class as described below, and settlement administration expenses ("maximum total
21 liability"). It is understood and agreed that Defendants' maximum total liability under the
22 Settlement shall not exceed \$450,000.00, with the exception of employer-paid payroll taxes and any
23 pro rata increase pursuant to Section 14(c)(i) below. It is further understood and agreed that
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1 Defendants shall have no obligation to pay any person, entity, or organization more than the amount
2 of the maximum total liability under the Settlement. If no objections are filed, payment of the
3 maximum settlement amount shall be made within 60 days from the court order granting final
4 approval in full and complete settlement of all PAGA Released Claims and Class Member Released
5 Claims. If objections are filed, payment shall be made within 65 days after final approval if no
6 appeal, or within seven (7) days after the appeal is dismissed or withdrawn, or the appeal is decided
7 upholding the propriety of the settlement.

8 TERMS OF SETTLEMENT

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

11 a. It is agreed by and among Plaintiff and Defendants that this Action and any
12 claims, damages or causes of action arising out of the disputes which are the subject of this Action,
13 be settled and compromised as between the Settlement Class and Defendants, subject to the terms
14 and conditions set forth in this Stipulation of Settlement and the approval of the Court.

15 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
16 shall become effective ("Effective Date") when all of the following events have occurred: (i) this
17 Stipulation of Settlement has been executed by all Parties and by counsel for the Class and
18 Defendants; (ii) the Court has given preliminary approval to the Settlement; (iii) the notice has been
19 given to the Settlement Class, providing them with an opportunity to participate, object, or to opt
20 out of the Settlement; (iv) the Court has held a formal fairness hearing and entered a final order and
21 judgment certifying the Settlement Class and finally approving this Stipulation of Settlement; and
22 (v) only in the event there are written objections submitted prior to the formal fairness hearing
23 which are not later withdrawn, the later of the following events: when the period for filing any
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1 appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal,
2 writ or other appellate proceeding having been filed; or any appeal, writ or other appellate
3 proceeding opposing the Settlement has been dismissed finally and conclusively with no right to
4 pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld the
5 Court's final order with no right to pursue further remedies or relief. In this regard, it is the
6 intention of the Parties that the Settlement shall not become effective until the Court's order
7 approving the Settlement is completely final, and there is no further recourse by an appellant or
8 objector who seeks to contest the Settlement. It is further agreed by the Parties that this Settlement
9 will not become effective if Defendants, contrary to Paragraph 13 above, are required to pay more
10 than the total amount of their maximum total liability under the Settlement as set forth in Paragraph
11 13 under any circumstances, with the exception of employer-paid payroll taxes and any pro rata
12 increase pursuant to Section 14(c)(i) below. It is further agreed by and between the Parties that this
13 Settlement shall not become effective, and Defendants shall not have any obligation (monetary or
14 otherwise) under the terms of this Settlement, unless and until any objections, writs and/or appeals,
15 and any rights of appeal with respect to any objections or the judgment, have been finally exhausted
16 and resolved upholding the terms of this Settlement.

17 c. Maximum Settlement Amount, Net Settlement Amount and PAGA

18 Settlement Amount: To implement the terms of this Settlement, Defendants agree to pay
19 \$450,000.00 ("Maximum Settlement Amount"). The Parties agree the Maximum Settlement
20 Amount will be fully paid out, with no residue returning to Defendants. At no time shall
21 Defendants have the obligation to segregate the funds comprising the Maximum Settlement
22 Amount, and Defendants shall retain exclusive authority over, and the responsibility for, those
23 funds subject to the disbursement of funds necessary to effectuate the Settlement. All Settlement
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Awards paid to Class Members, the attorneys' fees and costs to Class Counsel, the enhancement award to the Class Representative, the fees and expenses of the Settlement Administrator, the payment to the LWDA pursuant to PAGA, and any other payments provided by this Settlement, shall be paid out of the Maximum Settlement Amount. The Net Settlement Amount shall be calculated by deducting all Class Counsel's attorneys' fees, Class Counsel's litigation expenses, the enhancement award, \$37,500 attributable to PAGA penalties (the "PAGA Settlement Amount"), and settlement administration expenses from the Maximum Settlement Amount ("Net Settlement Amount"). Class Members shall not be required to submit claim forms to participate in the Settlement; all Participating Class Members will be mailed settlement award checks, as will all non-Participating Class Members who were employed during the PAGA Period.

i. Class Size: Defendants represented to Plaintiff at mediation that the putative class consisted of approximately 1535 individuals and 46,131 workweeks worked during the Class Period. If the actual number of weeks worked by Class Members during the class period exceeds 46,131, the GSA will increase proportionally based on the difference between any variation that exceeds ten percent (10%). For example, if the number of workweeks during the class period increases by 12%, then the GSA shall be increased by 2%—i.e., the difference between the 10% allowable variation and the 12% actual variation.

ii. Settlement Awards to Participating Class Members: Settlement Awards to Participating Class Members will be determined based on the number of workweeks worked in California in a non-exempt position by the Class Members during the Class Period based on information to be provided by Defendants. Defendants' workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All workweek count disputes will be resolved and decided by the

1 Settlement Administrator, and the Settlement Administrator's decision on all workweek count
2 disputes will be final and non-appealable. The amount to be paid per workweek to Participating
3 Class Members will be calculated by the Settlement Administrator by dividing the Net Settlement
4 Amount by the number of workweeks worked by Participating Class Members. In addition, each
5 Participating Class Member will get a payment from the Private Attorneys General Act Allocation
6 based on the number of workweeks worked during the PAGA period. Any person who opts out of
7 the Settlement is not a Participating Class Member, and is ineligible to object to the Settlement.

8 iii. Private Attorneys General Act Allocation: The Parties have agreed to
9 allocate \$50,000 of the Maximum Settlement Amount to penalties under the California Private
10 Attorneys General Act ("PAGA"). Seventy-five percent (75%) of this amount, or in other words
11 \$37,500, will be paid to the Labor and Workforce Development Agency ("LWDA") of the State of
12 California, and the remaining balance of \$12,500 will be distributed to Class Members who worked
13 for Defendants during the PAGA Period based on the pro-rata share of workweeks worked by each
14 Class Member during the PAGA Period. Notwithstanding the submission of a timely and proper
15 request for exclusion, Class Members who were employed by Defendants during the PAGA Period
16 will still be bound by the settlement and release of the PAGA Claims or remedies under the Final
17 Judgment pursuant to *Arias v. Superior Court*, 46 Cal.4th 868 (2009) as requests for exclusion do
18 not apply to the PAGA Claims (and hence will receive a payment from the PAGA Settlement
19 Amount).

20 iv. Allocation of Settlement Awards: The Parties have agreed, based on
21 the allegations in the Action, that individual Settlement Awards payable to Participating Class
22 Members from the Net Settlement Amount will be allocated as follows: (1) ten percent (10%) will
23 be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; (2) eighty percent (80%)
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1 will be allocated to alleged unpaid penalties; and (3) ten percent (10%), interest for which IRS
2 Forms 1099-MISC will issue. Payments made to Class Members from the PAGA Settlement
3 Amount shall be allocated entirely to unpaid penalties for which IRS Forms 1099-MISC will issue.

4 v. Settlement Awards Do Not Trigger Additional Benefits: All
5 Settlement Awards to Class Members shall be deemed to be income to such Class Members solely
6 in the year in which such awards actually are received by the Class Members. It is expressly
7 understood and agreed that the receipt of such Settlement Awards will not entitle any Class Member
8 to additional compensation or benefits under any company bonus, contest or other compensation or
9 benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
10 any Class Member to any increased retirement, 401(k) benefits or matching benefits, or deferred
11 compensation benefits. It is the intent of this Settlement that the Settlement Awards provided for in
12 this Agreement are the sole payments to be made by Defendants to the Class Members in
13 connection with this Settlement, and that the Class Members are not entitled to any new or
14 additional compensation or benefits as a result of having received the Settlement Awards
15 (notwithstanding any contrary language or agreement in any benefit or compensation plan
16 document that might have been in effect during the period covered by this Settlement).

17 vi. Attorneys' Fees and Litigation Costs: Subject to Court approval or
18 modification, Defendants further agree not to oppose Class Counsel's application for attorneys' fees
19 and litigation costs as set forth in Paragraph 16 below.

20 vii. Class Representative: The Parties agree to the designation of Plaintiff
21 as the "Class Representative." Subject to Court approval, Defendants agree not to oppose
22 Plaintiff's request for an Enhancement Award of up to \$15,000. The Enhancement Award is in
23 addition to any claimed individual Settlement Award to which Plaintiff is entitled. The
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Enhancement Award is to be part of, and to be deducted from, the Maximum Settlement Amount. The Settlement Administrator will issue an IRS Form 1099-MISC for the Enhancement Award to the Plaintiff for her service as the Class Representative, and Plaintiff will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Should the Court approve an Enhancement Award to the Class Representative in an amount less than that set forth above, the difference between the lesser amount approved by the Court and the Enhancement Award set forth above shall be added to the Net Settlement Amount.

viii. Settlement Administrator: The Settlement Administrator will be ILYM Group, or such other settlement administrator as may be mutually agreeable to the Parties and approved by the Court. All administration expenses shall be paid out of the Maximum Settlement Amount.

ix. Mailing of Settlement Awards: The Settlement Administrator will cause the Settlement Awards to be mailed to the Class Members within 30 calendar days after the Effective Date of the Settlement (defined above in Paragraph 14).

x. Class Notice: For each Class Member, there will be pre-printed information on the Notice of Pendency of Class Action and Proposed Settlement ("Class Notice"), based on Defendants' records, stating the number of workweeks worked as Class Member during the Class Period, along with each Class Member's estimated Settlement Award amount, assuming all Class Members participate and the final number of workweeks worked is the same as existed at the time of mailing the Class Notice. The pre-printed information based on Defendants' records shall be presumed to be correct unless written proof to the contrary is provided to the Settlement Administrator. A Class Member may challenge the pre-printed information on the Class Notice as to the workweeks worked during the Class Period by submitting written evidence to the Settlement

1 Administrator. All disputes regarding workweeks worked will be resolved and decided by the
2 Settlement Administrator, and the Settlement Administrator's decision on all disputes will be final
3 and binding.

4 d. Enhancement Award to Plaintiff for Plaintiff's Service as Class

5 Representative: The Settlement Administrator will pay the Enhancement Award approved by the
6 Court to Plaintiff within 30 calendar days after the Effective Date of the Settlement (defined above
7 in Paragraph 14).

8 e. Right to Rescission In the event that ten percent (10%) or more of Class
9 Members opt out of the settlement, Defendants maintain the right, in their sole discretion, to revoke
10 the settlement and their stipulation to class certification within seven (7) days of learning that more
11 than ten percent (10%) of Class Members opted out of the settlement. Should Defendants exercise
12 this right, they shall be solely responsible for the costs of settlement administration incurred.

13 CLAIMS ADMINISTRATION

14 15. The Parties have agreed to the appointment of ILYM Group to perform the
15 customary duties of Settlement Administrator; provided, however, the Parties shall have the right to
16 select or substitute a different Settlement Administrator by mutual agreement and approval by the
17 Court. The Settlement Administrator will mail the Class Notice to all Class Members. The
18 Settlement Administrator will independently review Defendants' data as to the number of pay
19 periods worked during the Class Period, and will calculate the amounts due to Class Members in
20 accordance with this Stipulation of Settlement. The Settlement Administrator shall report, in
21 summary or narrative form, the substance of its findings. The Settlement Administrator shall be
22 granted reasonable access to Defendants' records to perform its duties. At the request of
23 Defendants, and upon receipt of funds from Defendants, the Settlement Administrator will issue and
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1 send out Settlement Award checks to Class Members. Tax treatment of the Settlement Awards will
2 be as set forth herein. All disputes relating to the Settlement Administrator's performance of its
3 duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the
4 terms and conditions of this Stipulation of Settlement until all payments and obligations
5 contemplated by this Stipulation of Settlement have been fully carried out.

6 ATTORNEYS' FEES AND LITIGATION COSTS

7 16. In consideration for settling this Action, in exchange for the release of claims by the
8 Settlement Class, and subject to final approval or modification by the Court, Defendants agree not
9 to oppose Class Counsel's application for attorneys' fees not to exceed 33.33 percent of the
10 Maximum Settlement Amount, or in other words up to \$150,000 and attorneys' costs not to exceed
11 \$30,000.00, from the Maximum Settlement Amount. The amounts set forth above will cover all
12 work performed and all fees and costs incurred to date, and all work to be performed and all fees
13 and costs to be incurred in connection with the approval by the Court of this Stipulation of
14 Settlement, the administration of the Settlement, and obtaining the final judgment. Should Class
15 Counsel request lesser amounts, or should the Court approve lesser amounts for attorneys' fees and
16 litigation costs, the difference between the lesser amounts and the maximum amounts set forth
17 above shall be added to the Net Settlement Amount.

18 17. The attorneys' fees and litigation costs approved by the Court shall be paid to Class
19 Counsel within 60 calendar days after the Effective Date of the Settlement (defined above in
20 Paragraph 14).

21 NOTICE TO THE PLAINTIFF CLASS

22 18. Class Notice as approved by the Court, shall be sent by the Settlement
23 Administrator to the Class Members by first class mail. Any returned envelopes from this mailing
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1 with forwarding addresses will be used by the Settlement Administrator to forward the Notice to
2 the Class Members.

3 a. Within 30 calendar days of preliminary approval of this Settlement by the
4 Court, Defendants shall provide to the Settlement Administrator a spreadsheet of the Class
5 Members' names, last-known addresses, last-known telephone numbers, Social Security numbers
6 ("Class Member Information"), and workweek data. The Class Members' contact information and
7 Social Security numbers will be used only by the Settlement Administrator for the sole purpose of
8 effectuating the Settlement, and will not be provided to Class Counsel at any time or in any form.
9 To the extent Class Counsel possesses or comes to possess the Class Members' contact information
10 and/or Social Security numbers, Class Counsel shall return all such information (including copies
11 and data or information derived therefrom) within five (5) days of the date the Court preliminarily
12 approves the Settlement, shall not retain copies of such information, and shall not maintain or use
13 such information for any purpose. The spreadsheet provided for above, shall be based on
14 Defendants' payroll and other business records and in a format acceptable to the Settlement
15 Administrator. Within 30 calendar days of preliminary approval of this Settlement, the Settlement
16 Administrator will mail the Class Notice to Class Members.

17 b. Notices returned to the Settlement Administrator as non-delivered during the
18 45 calendar day period for objecting to the Settlement, or disputing the workweeks worked during
19 the Class Period, shall be resent to the forwarding address, if any, on the returned envelope. If there
20 is no forwarding address, the Settlement Administrator will do a check of the Class Members'
21 addresses against those on file with the U.S. Postal Service's National Change of Address List and
22 will skip-trace return mail and re-mail within three (3) calendar days of receipt using the Class
23 Member's social security number; this search will be performed only once per Class Member by the
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1 Settlement Administrator. Upon completion of these steps by the Settlement Administrator,
2 Defendants and the Settlement Administrator shall be deemed to have satisfied their obligations to
3 provide the Class Notice to the affected member of the Settlement Class. The affected member of
4 the Settlement Class shall remain a member of the Settlement Class and shall be bound by all the
5 terms of the Stipulation of Settlement and the Court's Order and Final Judgment.

6 c. The Class Notice shall also identify the procedures for opting out of or
7 objecting to the Settlement.

8 e. Class Counsel shall provide to the Court, at least sixteen (16) court days
9 before the final fairness hearing, an initial declaration by the Settlement Administrator of due
10 diligence and proof of mailing with regard to the mailing of the Class Notice.

11 SETTLEMENT AWARDS

12 19. Settlement Awards shall remain valid and negotiable for one hundred eighty
13 (180) calendar days from the date of their issuance; upon the deadline to cash the Settlement
14 Awards, the checks will automatically be canceled by the Settlement Administrator if not cashed
15 by the Class Member within that time, and the Class Member's claim will remain released by the
16 Settlement. The Settlement Awards provided to Class Members shall prominently state the
17 expiration date or a statement that the checks will expire in one hundred eighty (180) days, or
18 alternatively, such a statement may be made in a letter accompanying the check. Expired
19 Settlement Awards will not be reissued, except for good cause and as mutually agreed by the
20 Parties in writing. The Settlement Administrator will send one reminder notice to all Class
21 Members who have not cashed the settlement award check 30 days prior to the deadline. Any
22 residue from uncashed Settlement Awards after the expiration date will be Funds from uncashed or
23 returned checks will be distributed to the State Controller Unclaimed Property Fund pursuant to
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Code of Civil Procedure Section 384, subject to Court approval. Upon completion of its calculation of payments, the Settlement Administrator shall provide Defendants with a report listing the amount of all payments to be made to each Class Member. Defendants, on behalf of the Released Parties, will pay to the Settlement Administrator the Maximum Settlement Amount, after the Settlement becomes effective as defined in Paragraph 14, within 30 calendar days following the Effective Date. The Settlement Administrator shall disburse the payment in accordance with Paragraph 14. The Settlement Administrator will be responsible for making appropriate deductions, paying to Class Counsel any Court-approved attorneys' fees and litigation costs, paying to the Class Representative any Court-approved Enhancement Award, paying the LWDA seventy-five percent (75%) of the amount allocated for PAGA penalties above, meeting tax reporting obligations, and for issuing the individual Settlement Awards to Class Members. Proof of payment will be filed with the Court and provided to Class Counsel and Defendants' Counsel within one hundred twenty (120) calendar days from the Effective Date.

OPTING OUT OF / OBJECTING TO THE SETTLEMENT

20. Opting Out of the Settlement. For those Class Members who do not wish to participate in the Settlement, such Class Members may exclude themselves (i.e., opt out) by submitting a timely written request to the Settlement Administrator. The written request ("Request for Exclusion") should state that he/she has received the Class Notice, decided not to participate in the Settlement, and words to the effect that he/she desires to be excluded from the Settlement. The Request for Exclusion must also state the individual's full name, address, last four digits of Social Security Number, and telephone number. The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail, or the equivalent, to the Settlement Administrator. All Requests for Exclusion must be postmarked and mailed to the Settlement Administrator no later than 45

1 calendar days after the Settlement Administrator mails the Notice to the Class Members. Any
2 individual who submits a Request for Exclusion will not be allowed to object to the terms of the
3 Settlement. If a Settlement Class Member submits both an objection and a valid and timely request
4 for exclusion, the request for exclusion will override the objection, and the objection shall therefore
5 be ignored.

6 21. Objecting to the Settlement. Any Participating Class Member that wishes to object
7 to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement may
8 provide to the Settlement Administrator (who shall forward it to Class Counsel and counsel for
9 Defendants), a timely statement of objection. To be timely, an objection must be mailed to the
10 Settlement Administrator, and postmarked no later than 45 calendar days after the Settlement
11 Administrator mailed the Notice to the Class Members. The date of the postmark on the return-
12 mailing envelope shall be the exclusive means used to determine whether an objection has been
13 timely submitted. An objection must contain at least the following: (i) the objector's full name,
14 address, telephone, last four digits of Social Security Number, and signature; (ii) a clear reference to
15 the Lawsuit; (iii) a statement of the specific legal and factual basis for each objection argument; and
16 (iv) a statement whether the objecting person intends to appear at the Final Approval Hearing, either
17 in person or through counsel and, if through counsel, a statement identifying that counsel by name,
18 bar number, address and telephone number. All objections shall be signed by the objecting
19 Participating Class Member, even if the Participating Class Member is represented by counsel. The
20 right to object to the proposed Settlement must be exercised individually by a Participating Class
21 Member. Attempted collective, group, class or subclass objections shall be ineffective and
22 disregarded. If the Court rejects the objection, the Participating Class Member will be bound by the
23 terms of the Settlement.

RELEASE BY THE CLASS

22. Upon final approval by the court, the participating Class Members (i.e., Class Members who do not opt out of the settlement) shall be deemed to have fully, finally, and forever released Releasees from all any and all claims or causes of action that are pled, or that could have been pled, based on the facts alleged in the Complaint, while employed in California as hourly, non-exempt employees by Defendants during the class period, including but not limited to any and all claims, rights, demands, liabilities, and causes of action of every nature and description arising from January 25, 2019 through the date the Court grants preliminary approval, including, statutory, constitutional, contractual, or common law claims for wages, damages, unpaid costs, statutory penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, which constitute or relate to any one or more of the following categories of claims: (a) failure to pay and/or appropriately calculate minimum, straight time, overtime, double time, or any other types of wages; (b) failure to provide compliant meal periods and/or pay compliant meal period premiums; (c) failure to provide compliant rest breaks and/or pay compliant rest break premiums; (d) failure to provide accurate wage statements; (e) failure to provide proper form of payment; (f) failure to pay timely wages; (g) failure to timely pay all wages due at termination, including claims for waiting time penalties; (h) failure to reimburse business expenses; and (i) any other types of claims that were pled, or could arise out of the facts pled, as part of the Action ("Class Members' Released Claims"). The Class Members' Released Claims include all claims that arise under the California Labor Code, including under California Labor Code §§ 201, 202, 203, 204, 210, 212, 221, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1 and 1198, 2802; California Business and Professions Code §§ 17200 et seq., any applicable California Industrial Welfare Commission Wage Order; and any similar statutes, regulations, ordinances, and laws, to the

1 extent such claims were pled, or could arise out of the facts pled, as part of this action. Class
2 Members who do not submit a timely and valid request for exclusion from the settlement shall be
3 deemed to have fully released all Class Members' Released Claims.

4 23. Subject to Court approval, all Settlement Class Members who worked one or more
5 shifts within the PAGA Period shall be deemed to have released the PAGA Released Claims,
6 meaning mean any and all claims against Releasees for recovery of civil penalties under PAGA to
7 recover civil penalties, attorneys' fees, litigation costs, which Plaintiff and/or the PAGA Settlement
8 Class had, or may claim to have, that were alleged or could have been alleged based on the facts
9 alleged in Plaintiff's November 17, 2022 and January 30, 2023 letters to the LWDA and the
10 Complaint arising from November 17, 2021 through the date the Court grants preliminary approval.
11 These claims are released by Plaintiff in her representative capacity as authorized proxy and agent
12 for the State of California and the LWDA and as a private attorney general acting on behalf of
13 herself and the PAGA settlement employees, for civil penalties under the PAGA, including the
14 alleged (a) failure to keep accurate records (Labor Code §§ 1174, 1174.5); (b) failure to provide
15 compliant meal periods and/or pay compliant meal period premiums; (Labor Code §§ 226.7, 512,
16 and IWC Wage Order No. 5-2001, § 11(A)); (c) failure to provide rest breaks and/or to pay
17 compliant rest break premiums (Labor Code § 226.7 and IWC Wage Order No. 5-2001, § 12(A));
18 (d) failure to provide accurate wage statements (Labor Code §§ 226, 226.3); (e) failure to pay final
19 wages (Labor Code §§ 201-203, 256, 227.3); (f) failure to pay and/or appropriately calculate sick pay
20 (Labor Code § 245, *et seq.*); (g) failure to reimburse business expenses (Labor Code § 2802); (h)
21 failure to pay minimum wages (Labor Code §§ 1194, 1194.2, 1197, 1197.1, 1182.12, IWC Wage
22 Order No. 5-2001, § 4); (i) failure to pay and/or appropriately calculate overtime, double time, or any
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1 other types of wages (Labor Code §§ 510, 1194; IWC Wage Order No. 4-2001, § 3); and, (j) failure
2 to timely pay wages during employment (Labor Code §§ 204, 210).

3 24. Effective upon the date of final approval by the Court of this Stipulation of
4 Settlement, Plaintiff fully releases and discharges the Released Parties from any and all past,
5 present, and future claims, actions, demands, causes of action, suits, debts, obligations, damages,
6 rights or liabilities, of any nature and description whatsoever, known or unknown, existing or
7 potential, recognized now or hereafter, expected or unexpected, pursuant to any theory of recovery
8 (including but not limited to those based in contract or tort, common law or equity, federal, state, or
9 local law, statute, ordinance, or regulation), and for claims for compensatory, consequential,
10 punitive or exemplary damages, statutory damages, penalties, interest, attorneys' fees, costs or
11 disbursements, against the Released Parties, including unknown claims covered by California Civil
12 Code section 1542, as quoted below, by Plaintiff, arising during the period from the beginning of
13 the Plaintiff's first interaction with any Defendant to the date on which the Court enters the order of
14 Final Approval of this Settlement, for any type of relief that can be released as a matter of law,
15 including, without limitation, claims for wages, damages, unpaid costs, penalties (including civil
16 and waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees,
17 litigation costs, restitution, or injunctive, declaratory or equitable relief with the exception of any
18 claims which cannot be released as a matter of law. Plaintiff generally releases all known and
19 unknown claims against the Released Parties, and waives the application of section 1542 of the
20 California Civil Code, which provides as follows: "A general release does not extend to claims
21 which the creditor or releasing party does not know or suspect to exist in his or her favor at the time
22 of executing the release and that if known by him or her, would have materially affected his or her
23 settlement with the debtor or released party." The claims released pursuant to this paragraph
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1 include but are not limited to the Participating Class Members' Released Claims, as well as any
2 other claims under any provision of the Fair Labor Standards Act, the California Labor Code, the
3 California Code of Regulations, or any applicable California Industrial Welfare Commission Wage
4 Order(s), and claims under state or federal discrimination statutes, including, without limitation the
5 California Fair Employment and Housing Act, California Government Code section 12940 et seq.;
6 the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq.; the
7 Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; and all of their
8 implementing regulations and interpretive guidelines.

9 25. In addition, the Class Representative and each Settlement Class Member is forever barred
10 and enjoined from instituting or accepting damages or obtaining relief against the Released Parties
11 for any period from January 25, 2019, through the date the Court grants preliminary approval,
12 relating to claims that individual has released pursuant to Paragraphs 22-24.

13 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

14 26. Plaintiff shall promptly submit this Stipulation of Settlement to the Sacramento
15 County Superior Court in support of Plaintiff's Motion for Preliminary Approval and determination
16 by the Court as to its fairness, adequacy and reasonableness; Plaintiff agrees to provide Defendants
17 the opportunity to review, and to seriously consider Defendants' comments before filing, Plaintiff's
18 Motion for Preliminary Approval. Promptly upon execution of this Stipulation of Settlement,
19 Plaintiff shall apply to the Court for the entry of an order preliminarily approving the Settlement.

20 a. Scheduling a fairness hearing on the question of whether the proposed
21 Settlement, including payment of attorneys' fees and litigation costs, costs of administration and the
22 Class Representative's Enhancement Award should be finally approved as fair, reasonable and
23 adequate as to the members of the Settlement Class;

b. Certifying a Settlement Class, Plaintiff Alicia Wilson as the Class Representative, and Timothy B. Del Castillo and Kent L. Bradbury of Castle Law: California Employment Counsel, PC as Class Counsel;

c. Approving as to form and content the proposed Class Notice;

d. Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Class Notice;

e. Directing the mailing of the Class Notice by first class mail to the Class Members; and

f. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court; and

g. Enjoining Plaintiff and all Class Members from filing or prosecuting any other cases, claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding the Released Claims unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator.

DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

27. Upon the Effective Date of the Settlement provided for in this Stipulation of Settlement, Class Counsel will return to Defendants or delete all company and employee documents, lists, and electronic data in all forms and formats (originals and copies). Plaintiff agrees to provide Defendants the opportunity to review, and to seriously consider Defendants' comments before filing, Plaintiff's Motion for Final Approval of Class Action Settlement.

a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

b. Approving Class Counsel's application for an award of attorneys' fees and litigation costs;

c. Approving the Enhancement Award to the Class Representative; and

d. Entering judgment in accordance with California Rules of Court, Rule 3.769(h), with prejudice, and permanently barring and enjoining all members of the Settlement Class from prosecuting against any Released Parties any individual or class or collective claims released herein, upon satisfaction of all payments and obligations hereunder.

PARTIES' AUTHORITY

28. The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL FULL COOPERATION

29. To effectuate the terms of the Settlement, the Parties agree all formal and informal discovery shall be stayed pending Court approval of the Settlement.

30. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including, but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Stipulation of Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

1 31. The Parties and their respective counsel agree that they will not attempt to encourage
2 Class Members to file Requests for Exclusion.

3 NO PRIOR ASSIGNMENTS

4 32. The Parties and their counsel represent, covenant and warrant that they have not
5 directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or
6 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
7 or right herein released and discharged except as set forth herein.

8 NO ADMISSION

9 33. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is
10 to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the
11 part of Defendants. Each of the Parties hereto has entered into this Stipulation of Settlement solely
12 with the intention to avoid further disputes and litigation with the attendant inconvenience and
13 expenses.

14 ENFORCEMENT ACTIONS

15 34. The Parties agree that the Sacramento County Superior Court shall retain jurisdiction
16 to enforce the terms of this Settlement pursuant to California Code of Civil Procedure Section
17 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes any legal
18 action or other proceeding against any other Party or Parties to enforce the provisions of this
19 Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement, the
20 successful party or Parties shall be entitled to recover from the unsuccessful Party or Parties'
21 reasonable attorneys' fees and litigation costs, including expert witness fees incurred in connection
22 with any enforcement actions.

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NOTICES

35. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff and the Settlement Class:

Timothy B. Del Castillo, Esq.
Kent L. Bradbury, Esq.
CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
2999 Douglas Blvd., Suite 180
Roseville, CA 95661

To Defendants:

Jordan M. Cohen
COHEN LAW GROUP
1902 Avenue of the Starts, Suite 200
Los Angeles, CA 91302

NO PUBLIC COMMENT

36. The Class Representative and Class Counsel will not make any public disclosure of the Settlement, except through the public filings to preliminarily and finally approve the Settlement; the Parties will use their best efforts to reach agreement on all Court filings. Notwithstanding the foregoing, the Class Representative and Class Counsel may, in response to a communication initiated by the media, direct the inquiring media member to the public records of the Action on file with the Court. Class Counsel will take all steps necessary to ensure that the Class Representative is aware of the restriction against any public disclosure of the Settlement. This provision does not prevent Class Counsel from communicating with any Class Members who may contact Class Counsel, or their own attorneys or tax advisors.

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CONSTRUCTION

37. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and this Stipulation of Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Stipulation of Settlement.

CAPTIONS AND INTERPRETATIONS

38. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

MODIFICATION

39. This Stipulation of Settlement may not be changed, altered or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

40. This Stipulation of Settlement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

1 BINDING ON ASSIGNS

2 41. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
3 Parties and the Released Parties hereto, and their respective heirs, trustees, executors,
4 administrators, successors and assigns.

5 CLASS MEMBER SIGNATORIES

6 42. It is agreed that because the members of the Class are so numerous, it is impossible
7 or impractical to have each member of the Class execute this Stipulation of Settlement. The Class
8 Notice will advise all Class Members of the binding nature of the release, and the release shall have
9 the same force and effect as if this Stipulation of Settlement were executed by each member of the
10 Class.

11 COUNTERPARTS

12 43. This Stipulation of Settlement may be executed in counterparts and by facsimile
13 signatures, and when each party has signed and delivered at least one such counterpart, each
14 counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken
15 together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon
16 and effective as to all Parties.

17 IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Joint
18 Stipulation of Settlement as of the date(s) set forth below:

19 **Plaintiff and Class Representative**

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21
22 Dated: 16/05/24 _____

Alicia Wilson
Alicia Wilson (May 16, 2024 16:06 PDT)
ALICIA WILSON

Defendants

OHGANE, INC.

Dated: 05/21/2024

Peter Kim

by Peter Kim

PETER KIM

Dated: 05/21/2024

Peter Kim

Peter Kim

APPROVED AS TO FORM:

DATED: May 16, 2024

CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL

By: 
Timothy Del Castillo
Kent Bradbury
Attorneys for Plaintiff and the Class

DATED: May 21, 2024

COHEN LAW GROUP

By: 
Jordan Cohen
Susan Peterson
Attorneys for Defendants