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15 Attorneys for Plaintiff TED KIM

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 COUNTY OF SAN BERNARDINO, SAN BERNARDINO JUSTICE CENTER

18
19 TED KIM, an aggrieved employee and on
behalf of other aggrieved employees;

20 Plaintiff,

21 v.

22 HYUNDAI AMERICA TECHNICAL
23 CENTER, INC., a Michigan corporation; and
DOES 1 through 50

24 Defendants
25
26
27
28

Case No. CIVSB2326861

Assigned to: Judge Michael A. Sachs
Dept. S28

PAGA SETTLEMENT AGREEMENT

1 **PAGA SETTLEMENT AGREEMENT**

2 Subject to Court approval by the Superior Court of the State of California for the County of San
3 Bernardino (the “Court”), Plaintiff Ted Kim (“Plaintiff”) and Defendants Hyundai America Technical
4 Center, Inc. (“Defendant”) (Plaintiff and Defendant are collectively referred to as “Parties”) hereby agree to
5 the following binding settlement (“Settlement” or “Settlement Agreement” or “Agreement”) of the claims in
6 the lawsuit entitled Ted Kim v. Hyundai America Technical Center, Inc., Case No. CIVSB2326861 (the
7 “Action”).

8 1. Aggrieved Employees: This Settlement covers all individuals who are or were employed as
9 hourly, non-exempt employees by Defendant within the State of California at any time from August 22, 2022
10 through the date the Court approves this Settlement Agreement (the “Aggrieved Employees”).

11 2. PAGA Period: The Settlement covers the period from August 22, 2022 to the date the Court
12 approves this Settlement Agreement (the “PAGA Period”). The term “Pay Period” means any pay period
13 during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period

14 3. Effective Date: “Effective Date” will be the date that the Superior Court enters an order and
15 judgment approving the PAGA Settlement and no timely appeal thereto has been filed within 60 days of
16 entry of the order and judgment (“Court Approval Order and Judgment”). In the event that a timely appeal is
17 filed within 60 days of the Court Approval Order and Judgment, the Effective Date shall occur when the
18 appeal is adjudicated and no longer subject to further judicial review. At no time will Defendant have any
19 obligation to fund the settlement, in whole or in part, until after this Effective Date.

20 4. PAGA Letters: “PAGA Letters” means Plaintiff’s letters submitted to the Labor and
21 Workforce Development Agency dated August 22, 2023 and October 26, 2023, and any subsequent letter
22 submitted to the Labor and Workforce Development Agency on behalf of Plaintiff.

23 5. Gross Settlement Amount: Defendant will pay One Hundred Seventy-Five Thousand
24 Dollars and Zero Cents (\$175,000.00) to settle the PAGA claims in the Action (“Gross Settlement Amount”).
25 In no event shall Defendant be liable for more than the Gross Settlement Amount as a result of this PAGA
26 Settlement, and any of the attorneys’ fees, costs, administrative fees and costs incurred by the Settlement
27 Administrator in administering the Settlement, PAGA payment, and service award shall be paid from the
28 Gross Settlement Amount. The Gross Settlement Amount will be allocated as follows:

- 1 a. Settlement Administration Fees. Plaintiff's counsel will request that the Court
2 approve Administration costs in the amount of Three Thousand Nine Hundred Fifty
3 Dollars and Zero Cents (\$3,950.00) to be paid from the Gross Settlement Amount to
4 IYLM Group, Inc., the Settlement Administrator ("Settlement Administration
5 Fees").
- 6 b. Attorneys' Fees and Litigation Costs. Plaintiff's counsel will request that the Court
7 approve an award of attorney's fees in an amount not to exceed Fifty-Eight
8 Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$58,333.33)
9 and a separate request for reasonable litigation costs in the amount not to exceed
10 Fifteen Thousand Dollars and Zero Cents (\$15,000.00), which were actually
11 incurred in this matter ("Attorneys' Fees and Litigation Costs").
- 12 c. Service Award. Plaintiff will request that the Court approve a Service Award to
13 Plaintiff in an amount not to exceed Five Thousand Dollars and Zero Cents
14 (\$5,000.00); ("Service Award"), in addition to Plaintiff's individual settlement
15 payment that is to be paid pursuant to the Settlement Agreement; and
- 16 d. Net Settlement Amount. The remaining funds (the Gross Settlement Amount less
17 the Settlement Administration Fees, Attorneys' Fees and Litigation Costs, and
18 Service Award) shall be referred to as the "Net Settlement Amount."
- 19 e. To the extent that the Court approves less than the amounts stated above for the
20 Settlement Administration Fees, Attorneys' Fees and Litigation Costs, or Service
21 Award, any reduced amount shall be allocated to the Net Settlement Amount.

22 6. Escalator Clause. Based on a review of Defendant's records, as of the mediation date,
23 Defendant estimates there are approximately 3,076 Pay Periods worked by Aggrieved Employees during the
24 PAGA Period. In the event the number of Pay Periods worked during the PAGA Period increases by more
25 than 10% of 3,076 pay periods (i.e., if there are more than 3,384 Pay Periods worked during the PAGA
26 Period), Defendant may elect either to: (1) increase the Gross Settlement Amount on a pro rata basis
27 according to the number of additional Pay Periods over 3,384 (i.e. an additional \$51.71 per Pay Period over
28 3,384); or (2) have the PAGA Period end on the date on which the number of Pay Periods reaches 3,384.

1 7. Distribution of the Net Settlement Amount. The Net Settlement Amount shall be designated
2 as PAGA penalties to be allocated between the Labor & Workforce Development Agency (“LWDA”) and
3 the Aggrieved Employees pursuant to Labor Code Section 2699(i), with 75% paid to the LWDA and 25%
4 paid to the Aggrieved Employees on a pro-rata basis. The 25% of the Net Settlement Amount will be paid to
5 all Aggrieved Employees according to the following formula: Settlement Payment to each Aggrieved
6 Employee = \$[25% of Net Settlement Amount] × [Pay Periods Worked by Individual Aggrieved Employee
7 During PAGA Period ÷ Total Pay Periods Worked by All Aggrieved Employees during PAGA Period].

8 8. Settlement Administration. The Settlement Administrator, ILYM Group, Inc., will
9 administer this Settlement and will be responsible for issuing payments and appropriate tax forms to
10 Aggrieved Employees, the LWDA, Plaintiff, and PAGA Counsel. The estimate of costs of administration
11 for the disbursement of the Gross Settlement Amount is no more than Three Thousand Nine Hundred Fifty
12 Dollars (\$3,950). If less than \$3,950 is spent on administration of the Settlement, any unused funds will
13 become part of the Net Settlement Amount.

14 9. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will
15 present this Settlement Agreement to the Court and will request that the Court issue a Court Approval Order
16 and Judgment approving and incorporating by reference the terms and conditions of the Settlement
17 Agreement, and entering judgment.

18 10. Funding of the Settlement. Within thirty (30) calendar days after the Effective Date,
19 Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator. Within thirty (30)
20 calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with a list of all
21 Aggrieved Employees, with each listed employee’s full name, last known mailing address, social security
22 number, and number of pay periods worked as an Aggrieved Employee. The Settlement Administrator shall
23 run all the addresses of Aggrieved Employees through the United States Postal Service NCOA database to
24 obtain current address information. Within fifteen (15) days of receipt of the Gross Settlement Amount, the
25 Settlement Administrator will issue payments to: (i) Aggrieved Employees; (ii) the LWDA; (iii) Plaintiff’s
26 counsel; (iv) Plaintiff; and (v) itself. The Settlement Administrator will skip-trace return mail and re-mail
27 within five (5) calendar days. The Settlement Administrator will issue the appropriate tax forms for all
28 payments issued under this Settlement.

1 11. Settlement Payments to Aggrieved Employees: The Settlement Administrator will issue
2 each Aggrieved Employee a check for his or her share of the Net Settlement Amount along with an
3 explanatory letter in the form attached hereto as Exhibit A. Checks will remain negotiable for one hundred
4 eighty (180) days. Any checks returned as non-deliverable on or before the check cashing deadline will be
5 sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. Funds represented
6 by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more
7 than 180 days after issuance will be tendered to the Unclaimed Property Fund of the California State
8 Controller's Office, to be held in the name of the Aggrieved Employees. The Parties do not bear any liability
9 for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless
10 responsible by its own acts of omission or commission, the same is true for the Settlement Administrator. All
11 settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will
12 be issued.

13 12. Plaintiff's Individual Settlement Payment. On November 1, 2023, Plaintiff filed a separate
14 individual action entitled Ted Kim v. Hyundai America Technical Center, Inc.; Mark Guin, in San
15 Bernardino Superior Court, Case No. CIVSB2327862 ("Individual Action"). Defendant agrees to pay
16 Fifteen Thousand Dollars and Zero Cents (\$15,000.00) ("Individual Settlement Payment") to resolve
17 Plaintiff's Individual Action. This payment also covers any claims Plaintiff may have that are unknown at
18 this time. Even if Plaintiff discovers facts in addition to or different from those that he now knows or believes
19 to be true, those claims will remain released and forever barred. Thus, Plaintiff expressly waives and
20 relinquishes the provisions, rights and benefits of California Civil Code Section 1542. The following
21 payments will be made to fund the Individual Settlement Amount:

22 (a) Defendant will pay one check for wages made payable to Plaintiff in the amount of Seven
23 Hundred Eighty-Four Dollars and Eight Cents (\$784.08), less applicable withholdings.

24 (b) Defendant will pay one check made payable to Justice for Workers, P.C. Attorney-Client Trust
25 Account in the amount of Fourteen Thousand Two Hundred Fifteen Dollars and Ninety-Two Cents
26 (\$14,215.92), for emotional distress, physical injury, and attorneys' fees/costs, subject to the issuance
27 of an IRS Form 1099.

28 Plaintiff agrees to indemnify and hold Defendant harmless from any claim or liability for

1 taxes, penalties, or interest arising as a result of the Individual Settlement Payment.

2 The Individual Settlement Payment will be paid thirty (30) calendar days after the Effective Date,
3 subject to the following conditions precedent having been satisfied: (1) this Agreement has been executed by
4 Plaintiff and his counsel, and returned to Defendant's counsel; (2) Defendant's counsel is provided with a
5 completed IRS W-9 for Plaintiff and Plaintiff's counsel, (3) Defendant's counsel is provided with a
6 completed W-4 Form for Plaintiff, (4) the Revocation Period has expired, (5) Plaintiff's counsel has provided
7 Defendant's counsel with a Request for Dismissal of the Individual Action with prejudice as to all parties,
8 and (6) Plaintiff's counsel has provided Defendant's counsel with a Conditional Payment Letter from the
9 Centers for Medicare & Medicaid Services ("CMS"). Defendant's counsel will not file the Request for
10 Dismissal with the Court until the Individual Settlement Payment has been received. The Individual
11 Settlement Payment will be mailed by Defendant to Plaintiff's Counsel at 3600 Wilshire
12 Boulevard, Suite 1815, Los Angeles, CA 90010.

13 Plaintiff will not receive the Individual Settlement Payment specified herein, except for Plaintiff's
14 execution of this Agreement and the fulfillment of the promises contained herein. Defendant has no
15 independent legal duty to provide Plaintiff with the Individual Settlement Payment set forth in this
16 Agreement, absent the terms of the Agreement itself.

17 The Parties agree to a stay of all proceedings in the Individual Action, including all discovery.

18 13. Release of Plaintiff's Individual Claims: As of and subject to the occurrence of the Effective
19 Date, and in consideration for the Individual Settlement Payment, Plaintiff, and anyone and any entity
20 claiming through Plaintiff, including but not limited to Plaintiff's heirs, administrators, successors in interest,
21 assigns and agents, fully and finally releases Defendant and each of its past, present and future agents,
22 employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders,
23 attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships,
24 divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates,
25 alter-egos, and affiliated organizations, and all of their respective past, present and future employees,
26 directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, affiliates, and assigns, and
27 each of them, (collectively, the "Individual Released Parties"), from any and all claims, known and unknown,
28 under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law,

1 including but not limited to claims arising from or related to his employment with Defendant and
2 compensation while an employee of Defendant (“Plaintiff’s Released Claims”). Plaintiff’s Released Claims
3 include, but are not limited to, all claims arising from or reasonably related to the Action, PAGA Letters, and
4 the Individual Action, whether pleaded or not pleaded. Plaintiff’s Released Claims also include all claims for
5 unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation,
6 overtime compensation, double-time compensation, and interest; failure to pay reporting time pay; split shift
7 premiums; payment for all hours worked; off-the-clock work; the calculation of the regular rate of pay;
8 failure to pay overtime compensation, double-time compensation, meal and rest period premiums, sick pay,
9 and reporting time pay at the regular rate of pay; failure to include additional remuneration, including fuel
10 allowance and the value of company-provided vehicles, in the regular rate of pay; failure to provide
11 compliant meal periods; failure to provide compliant rest periods; failure to pay proper meal and rest period
12 penalties; failure to indemnify for necessary expenditures and/or losses incurred from the discharge of his
13 duties; failure to provide and maintain accurate itemized wage statements; improper or unauthorized
14 deductions; failure to maintain accurate time records, including records of when employees started and ended
15 their shifts and started and ended their meal periods; failure to provide and maintain accurate itemized wage
16 statements; failure to maintain accurate payroll records; failure to produce and/or permit inspection of
17 employment records and/or instruments signed; failure to provide suitable resting facilities; failure to provide
18 suitable seating; failure to provide proper paid sick leave; failure to timely pay wages during employment;
19 failure to timely pay wages at separation of employment; unfair business practices; penalties, including, but
20 not limited to, civil penalties, recordkeeping penalties, wage statement penalties, meal/rest period penalties,
21 minimum-wage penalties, and waiting-time penalties; and attorneys’ fees and costs. Plaintiff’s Released
22 Claims include all claims arising under the California Labor Code (including, but not limited to, sections 200,
23 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224,
24 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 245-248.5, 256, 432, 433, 450, 510, 511, 512, 516, 550,
25 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2800,
26 2802, 2698 *et seq.*, and 2699 *et seq.*); all claims arising under: the Wage Orders of the California Industrial
27 Welfare Commission (“IWC”); the California Private Attorneys General Act of 2004 (“PAGA”); California
28 Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to,

1 sections 3287, 3336 and 3294; 8 CCR § 11010; 8 CCR § 11040; 8 CCR § 11090; California Code of Civil
2 Procedure § 1021.5; the California common law of contract; the FLSA, 29 U.S.C. § 201, *et seq.*; federal
3 common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.* (“ERISA”).
4 Plaintiff’s Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation,
5 discrimination, harassment, hostile work environment, failure to engage in the interactive process, failure to
6 accommodate, failure to prevent, wrongful termination, punitive damages, and attorneys’ fees and costs
7 arising under federal, state, or local laws, such as, by way of example only, (as amended) 42 U.S.C. section
8 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination
9 in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort.
10 This release excludes the release of claims not permitted by law.

11 14. Release of Unknown Claims. Plaintiff has reviewed and hereby expressly waives the
12 provisions of Section 1542 of the California Civil Code, which provides as follows: “A GENERAL
13 RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY
14 DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
15 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
16 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
17 PARTY.” This Agreement extends to all claims or causes of action, of every nature and kind whatsoever,
18 known or unknown, enumerated in this Agreement or otherwise. Plaintiff may hereafter discover presently
19 unknown facts or claims different from or in addition to those that Plaintiff now knows as to the matters
20 released herein. Nevertheless, it is Plaintiff’s intention, through this Agreement, to fully release all such
21 matters and all claims related thereto, which do now exist, may exist or heretofore have existed.

22 15. Older Worker's Benefit Protection Act. This Agreement constitutes a knowing and
23 voluntary waiver of any and all rights or claims that Plaintiff has or may have under the Federal Age
24 Discrimination In Employment Act, as amended by the Older Workers' Benefit Protection Act of 1990,
25 29 U.S.C. §§ 621 *et seq.* This paragraph and this Agreement are written in a manner calculated to be
26 understood by Plaintiff. Plaintiff is hereby advised in writing to consult with an attorney before signing this
27 Agreement. Plaintiff has had a reasonable time of up to 21 days in which to consider signing this Agreement.
28 If Plaintiff decides not to use all 21 days, Plaintiff knowingly and voluntarily waives any claims that Plaintiff

1 was not given the 21-day period or did not use the entire 21 days to consider this Agreement. Plaintiff may
2 revoke this Agreement at any time within the 7-day period following the date Plaintiff signs this Agreement
3 by providing written notice of revocation to Defendant's counsel in the Action so that said revocation notice
4 is received before the expiration of the 7-day revocation period (the "Revocation Period"). The Agreement
5 shall not become effective or enforceable until after the Revocation Period has expired. If Plaintiff revokes
6 the Agreement within the Revocation Period, Plaintiff will not receive the consideration set forth in the
7 Agreement.

8 16. Settled PAGA Claims. As of and subject to the occurrence of the Effective Date and upon
9 fully funding of the entire Gross Settlement Amount, all Aggrieved Employees, including Plaintiff, and their
10 successors, assigns, and/or agents, and the LWDA, shall be deemed to have fully and finally released and
11 discharge Defendant and each of its former, present and future owners, parents, subsidiaries, affiliated
12 companies, agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders,
13 stockholders, attorneys, parents, equity sponsors, related companies/corporations and/or partnerships,
14 divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, alter-egos,
15 and all their respective current, former and future officers, directors, managers, employees, consultants,
16 partners, shareholders, joint venturers, agents, fiduciaries, parents, subsidiaries, affiliates, successors, assigns,
17 accountants, insurers, or attorneys, and each of them ("PAGA Released Parties") from the "Released
18 Claims." For purposes of this Agreement, the "Released Claims" are defined as all Aggrieved Employees'
19 claims for civil penalties, attorneys fees, costs or interest recoverable under PAGA arising out of or in any
20 way relating to the circumstances giving rise to any of the claims in the Action and/or the PAGA Letters,
21 directly or indirectly, or claims that were alleged or which could have been alleged based on the factual
22 allegations in the Action and/or PAGA Letters, including all claims and potential claims for penalties
23 recoverable under PAGA concerning wages, including all claims for failure to pay all wages due, including
24 failure to pay minimum wages, straight time compensation, overtime compensation, and double-time
25 compensation; failure to pay for all hours worked; the calculation of the regular rate of pay; failure to pay
26 overtime compensation, double-time compensation, meal and rest period premiums, sick pay, and reporting
27 time pay at the regular rate of pay; failure to include additional remuneration, including fuel allowance and
28 the value of company-provided vehicles, in the regular rate of pay; off-the-clock work; failure to provide

1 compliant meal periods; failure to provide compliant rest periods; failure to pay proper meal and rest period
2 penalties; failure to maintain accurate employee time records, including records of when employees started
3 and ended their shifts and started and ended their meal periods; failure to provide and maintain accurate
4 itemized wage statements; failure to maintain accurate employee payroll records; failure to produce and/or
5 permit inspection of employment records and/or instruments signed; failure to provide proper paid sick leave;
6 failure to timely pay wages during employment; failure to timely pay wages at separation of employment; the
7 failure to indemnify employees for necessary expenditures and/or losses incurred from the discharge of their
8 duties; waiting time penalties; and including without limitation any and all potential claims for penalties
9 recoverable under PAGA predicated upon California Labor Code Sections 201-204, 210, 226, 226.3, 226.7,
10 245-248.5, 256, 432, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5,
11 2802, and 2698 *et seq.*, and any duplicative or similar provisions arising under the Wage Orders of the
12 California Industrial Welfare Commission; 8 CCR Section 11010; 8 CCR Section 11040; 8 CCR Section
13 11090; Code of Civil Procedure Section 1021.5; and any other PAGA penalty claims whatsoever alleged in
14 the Action and/or PAGA Letters, whether known or unknown, during the PAGA Period.

15 17. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein
16 will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved
17 Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
18 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
19 Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which
20 any Aggrieved Employee may be entitled under any benefit plans.

21 18. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
22 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
23 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right
24 herein released and discharged.

25 19. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the
26 Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this
27 Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the
28 Parties will be returned to their original respective positions.

1 20. Continued Jurisdiction. After entry of the Court Approval Order, the Court will have
2 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms
3 of the Settlement, (ii) settlement administration matters, and (iii) such post-Court Approval Order matters as
4 may be appropriate under court rules or as set forth in this Settlement.

5 21. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
6 settlement terms regarding the Action and the Individual Action. No other prior or contemporaneous written
7 or oral agreements may be deemed binding on the Parties.

8 22. Amendment or Modification. This Settlement Agreement may be amended or modified
9 only by a written instrument, signed by either all the Parties or their successors-in-interest or counsel for all
10 Parties.

11 23. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
12 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
13 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this
14 Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the
15 terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use
16 their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement
17 on the form or content of any document needed to implement the Settlement, or on any supplemental
18 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
19 assistance of the Court to resolve such disagreement.

20 24. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and
21 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

22 25. California Law Governs. All terms of this Settlement Agreement and Exhibit(s) hereto will
23 be governed by and interpreted according to the laws of the State of California.

24 26. Execution and Counterparts. This Settlement Agreement is subject only to the execution of
25 all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed
26 counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed
27 to be one and the same instrument.

28 27. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this

1 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
2 Settlement after arm's-length negotiations. The Parties further acknowledge that they are each represented by
3 competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness
4 and reasonableness of this Settlement.

5 28. Denial of Liability. The Parties expressly recognize that the making of this Settlement
6 Agreement does not in any way constitute an admission or concession of wrongdoing on the part of
7 Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,
8 discussions or communications, nor any materials prepared, exchanged, issued or used during the course of
9 this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be
10 admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or
11 proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule
12 or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this
13 Settlement Agreement may be used in any proceeding in the Court that has as its purpose the interpretation,
14 implementation, or enforcement of the Settlement or any orders of the Court entered into in connection
15 therewith.

16 29. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
17 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
18 with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.
19 If any provision of this Settlement Agreement or the application thereof is held invalid, the invalidity shall not
20 affect other provisions or applications of this Settlement Agreement which can be given effect without the
21 invalid provisions or application and, to this end, the provisions of this Settlement Agreement are declared to
22 be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed
23 severed or deleted from this Agreement, except upon waiver in writing by the applicable party.

24 30. Captions. The captions and section numbers in this Settlement Agreement are inserted for
25 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
26 provisions of this Settlement Agreement.

27 31. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or
28 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a

1 further waiver by such Party of the same or any other condition, covenant, right or remedy.

2 32. Enforcement Action. In the event that one or more of the Parties institutes any legal action or
3 other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare
4 rights and/or obligations under this Settlement, the prevailing Party or Parties will be entitled to recover from
5 the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred
6 in connection with any enforcement actions.

7 33. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
8 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
9 more strictly against one Party than another merely by virtue of the fact that it may have been prepared by
10 counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations between the
11 Parties, all Parties have contributed to the preparation of this Settlement Agreement.

12 34. Representation By Counsel. The Parties acknowledge that they have been represented by
13 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
14 Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

15 35. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
16 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
17 Agreement.

18 36. Binding Agreement. The Parties warrant that they understand and have full authority to
19 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and
20 binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to
21 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under
22 federal or state law.

23 37. Confidentiality. Plaintiff and Plaintiff's Counsel agree that they will not issue any press
24 releases, initiate any contact with the press, respond to any press inquiry or have any communication with the
25 press about the amount or terms of the Settlement. Plaintiff's Counsel may respond to press inquiries by
26 stating the matter has been resolved and refer the press to court filings. In addition, Plaintiff and Plaintiff's
27 Counsel agree that they will not engage in any advertising or distribute any marketing materials specifying
28 any material terms relating to the Settlement of this case, including but not limited to any postings on any

1 websites maintained by Plaintiff's Counsel and including but not limited to the identity of Defendant and/or
2 any information that identifies Defendant. The Settlement Administrator shall not create nor maintain any
3 website regarding this Settlement at any time. Any communication about the Settlement to Aggrieved
4 Employees prior to the Court-approved mailing will be limited to a statement that a settlement has been
5 reached and the details will be communicated in a forthcoming Court-approved notice. Plaintiff is prohibited
6 from discussing the terms or the fact of the settlement with third parties other than (1) his immediate family
7 members, and/or (2) his accountants or lawyers as necessary for tax purposes.

8 38. Defamation. Plaintiff shall not make and/or ratify any defamatory statements about the
9 Released Parties. For purpose of this Section, "defamatory" shall mean any maliciously false statements that
10 are injurious to any of the Released Parties. This Agreement does not prohibit or discourage Plaintiff from
11 (1) disclosing the amount of the payment in this Agreement to Plaintiff's spouses, attorneys, accountants,
12 and/or the government for tax purposes; (2) discussing or disclosing information about acts in the workplace
13 that Plaintiff has reason to believe are unlawful, including but not limited to discrimination, harassment
14 and/or retaliation; (3) engaging in protected concerted activity or exercising rights under the National Labor
15 Relations Act ("NLRA"); or (4) providing truthful testimony or answers in response to any legal process or
16 administrative proceedings, including seeking court approval of this Settlement, reporting violations of state
17 and/or federal laws or regulations to any governmental agency or entity, or from participating in or
18 cooperating with any governmental agency's investigation or charge of whistleblower claims, including but
19 not limited to the National Labor Relations Board ("NLRB"), the Equal Employment Opportunity
20 Commission ("EEOC"), the Securities and Exchange Commission ("SEC"), the Department of Justice
21 ("DOJ"), the California Civil Rights Department ("CRD"), the Occupational Safety and Health Act agencies
22 ("OSHA"), or any other federal, state, or local agencies (collectively the "Government Agencies").

23 39. Neutral Reference. The Parties agree that any request for a reference related to Plaintiff's
24 employment with Defendant will be submitted to Defendant's Human Resources Department and in
25 response to any request for references, Defendant will release only Plaintiff's dates of service and position
26 held.

27 40. Medicare Acknowledgment and Representations. Plaintiff affirms that he has not applied
28 for or received any Social Security Disability Benefits during his employment with Defendant or as a result

1 of his separation from Defendant. This Agreement is based upon a good faith resolution of a disputed
2 claim. The Parties have not shifted responsibility for medical treatment to Medicare, a Medicare Advantage
3 Plan or Medicaid in contravention of 42 U.S.C. Sec. 1395y(b) or any other applicable law. The Parties made
4 every effort to adequately protect the interests of Medicare, Medicaid and/or any Medicare Advantage Plan
5 provider and incorporate such into the Agreement terms, and to comply with both federal and state law. The
6 Parties acknowledge and understand that any present or future action or decision by the Centers for Medicare
7 & Medicaid Services or Medicare, Medicaid or Medicare Advantage Plan provider on this Agreement, or
8 Plaintiff's eligibility or entitlement to Medicare or Medicare/Medicaid payments, will not render this release
9 void or ineffective, or in any way affect the finality of this Agreement.

10 Plaintiff and his counsel represent and warrant that, to the best of their current knowledge and belief,
11 they do not anticipate that Plaintiff will require any future medical treatment or medication expenses relating
12 to any injury or damages at issue in the Action or the Individual Action. Plaintiff represents and warrants that
13 he is not enrolled in a Medicare Advantage Plan, and has not received benefits from Medicare or Medicaid
14 for the treatment of bodily injury or emotional distress in connection with his employment with or separation
15 of employment from Defendant. Plaintiff will indemnify, defend, and hold Defendant harmless from any
16 and all claims, liens, Medicare/Medicaid conditional payments, and rights to payment, known or
17 unknown. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages
18 including multiple damages from Defendant relating to payment by such governmental entity, or anyone
19 acting on behalf of such governmental entity, relating to Plaintiff's alleged injuries, alleged damages, or the
20 Action or Individual Action, Plaintiff will defend and indemnify Defendant, and hold Defendant harmless
21 from any and all such damages, claims, liens, Medicare/Medicaid conditional payments, and rights to
22 payment, including any attorneys' fees sought by such entities. Plaintiff further agrees that his attorney will
23 provide Defendant's counsel of record in the Individual Action with a Conditional Payment Letter from the
24 Centers for Medicare & Medicaid Services ("CMS") before the Individual Settlement Payment is provided to
25 Plaintiff.

26 41. No Workplace Injuries. Plaintiff does not intend to file any claims or seek any benefits under
27 workers' compensation against any of the Released Parties.

28 42. Consideration. The Individual Settlement Payment constitutes good and valuable

1 consideration for Plaintiff's release of all claims against the Released Parties. Based on the Parties' good
2 faith dispute as set forth herein, Plaintiff agrees that the Released Parties have no independent legal duty to
3 pay Plaintiff the Individual Settlement Payment absent the terms of this Agreement itself.

4 43. Tax Liability. No party or attorney for any party has made any representations or warranties
5 regarding the taxability of the Individual Settlement Payment made herein. Plaintiff agrees to assume all
6 risks regarding the tax consequences of the Individual Settlement Payment, if any. Plaintiff further agrees to
7 indemnify and hold harmless the Released Parties, and each of them, against assessment of payroll,
8 withholding, FICA, other taxes, interest, penalties, and other that may be asserted against Released Parties, or
9 any of them, by any government entity at any time arising out of the Individual Settlement Payment.

10 44. Indemnification. Plaintiff shall indemnify and hold harmless the Released Parties against
11 any loss or liability, whatsoever, including reasonable attorneys' fees, caused by any action or proceeding, in
12 any state or federal courts or administrative process if such action arises out of or is based upon any claim,
13 demand or cause of action released herein.

14 45. No Other Claims. Plaintiff represents that, other than the Action and the Individual Action,
15 he has not filed any complaint, claims or actions against Defendant or its agents, supervisors, employees or
16 representatives, attorneys, divisions, parents, subsidiaries, parents' subsidiaries, affiliates, successors and/or
17 assigns with any state, federal or local agency or court. Other than the Action, which shall be submitted for
18 Court approval in accordance with the Agreement, Plaintiff shall dismiss with prejudice any and all existing
19 claims, charges, and/or complaints filed by Plaintiff against the Released Parties with any and all government
20 agencies, tribunals, and/or courts.

21 46. Covenant Not To Sue. Plaintiff has not directly or indirectly instituted any legal action
22 against the Released Parties based upon, arising out of, or relating to any claims released in this Agreement
23 other than the Action and the Individual Action. Plaintiff has not and will not directly or indirectly encourage
24 and/or solicit any third party to institute any legal action against the Released Parties, to the extent allowed by
25 law.

26 47. CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR
27 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY"; AND EACH PARTY TO THIS
28 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")

1 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
2 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
3 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY
4 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED
5 UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
6 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING
7 PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN INDEPENDENT LEGAL
8 AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
9 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
10 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
11 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
12 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
13 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
14 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
15 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
16 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
17 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
18 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
19 BY THIS AGREEMENT.

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Dated: 11 / 24 / 2024

By



Plaintiff TED KIM

1 Dated: Nov 19, 2024

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3 

John Robb, President

4 Defendant HYUNDAI AMERICA TECHNICAL
CENTER, INC.

5 seokjoon hong

seokjoon hong (Nov 19, 2024 11:32 EST)

6 Seokjoon Hong, CFO

Sungyop Lee

Sungyop Lee (Nov 19, 2024 13:58 EST)

Sungyop Lee, Vice President

7 **APPROVED AS TO FORM**

8
9 Dated: _____

JUSTICE FOR WORKERS, P.C.

10
11 By _____

YOUNG K. PARK
WILLIAM C. SUNG
TIFFANY L. LU

12
13 Attorneys for Plaintiff
TED KIM

14
15 Dated: _____

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

16
17 By _____

GREG LABATE
LAUREN J. BLAES

18
19 Attorneys for Defendant
HYUNDAI AMERICA TECHNICAL CENTER, INC.

1 Dated: _____
2
3

4 Defendant HYUNDAI AMERICA TECHNICAL
5 CENTER, INC.

6
7 **APPROVED AS TO FORM**
8

9 Dated: 11/19/2024

JUSTICE FOR WORKERS, P.C.

10 By 
11 _____
12 YOUNG K. PARK
13 WILLIAM C. SUNG
14 TIFFANY L. LU

Attorneys for Plaintiff
TED KIM

15 Dated: December 3, 2024

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

16 By 
17 _____
18 GREG LABATE
19 LAUREN J. BLAES

Attorneys for Defendant
HYUNDAI AMERICA TECHNICAL CENTER, INC.

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EXHIBIT A

Notice of PAGA Settlement and Release of Claims

Ted Kim v. Hyundai America Technical Center, Inc., Superior Court of California County of San Bernardino, Case No. CIVSB2326861

<<Employee Name>>

Dear [NAME]:

I. NOTICE OF PAGA SETTLEMENT

The San Bernardino County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Plaintiff Ted Kim (“Plaintiff”) against Defendant Hyundai America Technical Center, Inc. (“HATCI”). According to HATCI’s records, you were employed by HATCI as an hourly, non-exempt employee in California at some time during the time period of August 22, 2022 to [REDACTED] (the “Settlement Period”). Plaintiff is a former employees of HATCI who filed the instant lawsuit against HATCI under the Private Attorneys General Act of 2004 (“PAGA”), alleging various claims, including but not limited to claims for failure to provide meal periods, failure to provide rest periods, failure to pay minimum and overtime wages, failure to provide accurate itemized wage statements, failure to timely pay all wages during employment and upon separation of employment, and failure to reimburse business expenses.

Plaintiff sought civil penalties on behalf of the State of California and all hourly, non-exempt employees employed by HATCI in California during the Settlement Period (“Aggrieved Employees”).

The Court has not made a determination about Plaintiff’s allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim. However, the Court has approved the civil penalties settlement amount to be paid by HATCI.

HATCI maintains that it was in compliance with the California Labor Code at all times and enters into this settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

You worked <<PayPeriods>> pay periods during the Settlement Period.

Your individual PAGA payment is estimated to be <<Check Amount>>.

Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods worked by each Aggrieved Employee in the Settlement Period divided by the total number of pay periods worked by all Aggrieved Employees.

III. RELEASE

The Court has approved the parties’ settlement. Pursuant to the settlement, all Aggrieved Employees, including Plaintiff, and their successors, assigns, and/or agents, and the LWDA, shall be deemed to have fully and finally released and discharge HATCI and each of its former, present and future owners, parents, subsidiaries, affiliated companies, agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, equity sponsors, related

companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, alter-egos, and all their respective current, former and future officers, directors, managers, employees, consultants, partners, shareholders, joint venturers, agents, fiduciaries, parents, subsidiaries, affiliates, successors, assigns, accountants, insurers, or attorneys, and each of them (“PAGA Released Parties”) from the “Released Claims.” For purposes of this Agreement, the “Released Claims” are defined as all Aggrieved Employees’ claims for civil penalties, attorneys fees, costs or interest recoverable under PAGA arising out of or in any way relating to the circumstances giving rise to any of the claims in the Action and/or the PAGA Letters, directly or indirectly, or claims that were alleged or which could have been alleged based on the factual allegations in the Action and/or PAGA Letters, including all claims and potential claims for penalties recoverable under PAGA concerning wages, including all claims for failure to pay all wages due, including failure to pay minimum wages, straight time compensation, overtime compensation, and double-time compensation; failure to pay for all hours worked; the calculation of the regular rate of pay; failure to pay overtime compensation, double-time compensation, meal and rest period premiums, sick pay, and reporting time pay at the regular rate of pay; failure to include additional remuneration, including fuel allowance and the value of company-provided vehicles, in the regular rate of pay; off-the-clock work; failure to provide compliant meal periods; failure to provide compliant rest periods; failure to pay proper meal and rest period penalties; failure to maintain accurate employee time records, including records of when employees started and ended their shifts and started and ended their meal periods; failure to provide and maintain accurate itemized wage statements; failure to maintain accurate employee payroll records; failure to produce and/or permit inspection of employment records and/or instruments signed; failure to provide proper paid sick leave; failure to timely pay wages during employment; failure to timely pay wages at separation of employment; the failure to indemnify employees for necessary expenditures and/or losses incurred from the discharge of their duties; waiting time penalties; and including without limitation any and all potential claims for penalties recoverable under PAGA predicated upon California Labor Code Sections 201-204, 210, 226, 226.3, 226.7, 245-248.5, 256, 432, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, and 2698 *et seq.*, and any duplicative or similar provisions arising under the Wage Orders of the California Industrial Welfare Commission; 8 CCR Section 11010; 8 CCR Section 11040; 8 CCR Section 11090; Code of Civil Procedure Section 1021.5; and any other PAGA penalty claims whatsoever alleged in the Action and/or PAGA Letters, whether known or unknown, during the Settlement Period.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. You are not a party to this lawsuit, but you and the government are bound by the judgment in this matter as to the civil penalties under PAGA.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator toll free at [REDACTED] with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the Unclaimed Property Fund maintained by The State Bar of California. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.