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Superior Court of California,
County of San Diego

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~~08/26/2019 at 04:22:04 PM~~

Clerk of the Superior Court

By ~~Vanesa Bahena~~, Deputy Clerk

T. Ray

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

JIN O. KIM, an individual, on behalf of herself
and all others similarly situated

Plaintiffs,

v.

MANNA Y & K ONE, INC, a California
corporation; MANNA Y & K CHULA VISTA,
INC. a California corporation; MANNA Y&K
MIRA MESA, INC., a California Corporation,
and DOES 1-20, inclusive,

Defendants.

Case No. 37-2017-00024051-CU-OE-CTL
Unlimited Civil

Case Assigned for All Purposes to:
The Hon. Gregory Pollack
Dept.: C-71

J. L. 7
**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing: September 20, 2019
Time: 9:30 a.m.
Dept.: C-71

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1 Plaintiff JIN O. KIM ("Plaintiff") and defendants MANNA Y & K ONE, INC, MANNA Y & K
2 CHULA VISTA, INC., and MANNA Y&K MIRA MESA, INC., (collectively, "Defendants")
3 (collectively, the "Parties"), through their respective counsel of record, have reached an agreement to
4 settle the claims asserted in the above-titled action (the "Action") pursuant to the terms set forth in the
5 Parties' Amended Stipulation of Class Action Settlement (the "Settlement Agreement"). The Court
6 granted preliminary approval of the Settlement on June 3, 2019. Due and adequate notice having been
7 given to all Class Members pursuant to California Rules of Court, Rule 3.769, and the Court, having
8 considered all papers filed in this Action, all applicable law, and having been advised that no objections
9 were made to the Settlement, and for good cause appearing therefor, HEREBY ORDERS THE
10 FOLLOWING:

11 1. This Order adopts and incorporates by reference the terms and conditions of the
12 Settlement Agreement, which is attached hereto as Exhibit A.

13 2. Neither the Settlement nor any of the terms set forth in the Settlement Agreement is an
14 admission by Defendants, nor is this Judgment a finding of the validity of any claims in the action or of
15 any wrongdoing by Defendants. Neither this Judgment, the Settlement Agreement, nor any document
16 referenced to herein, nor any action taken to carry out the Settlement Agreement, may be construed as,
17 or may be used as admission by or against Defendants of any fault, wrongdoing or liability whatsoever.
18 The entering into or carrying out the Settlement Agreement, and any negotiations or proceedings
19 related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
20 concession with regard to the denials or defenses by Defendants and shall not be offered into evidence
21 in any action or proceeding in any court, administrative agency or other tribunal for any purpose
22 whatsoever other than to enforce the provisions of this Judgment, the Settlement Agreement, or any
23 related agreement or release. Notwithstanding these restrictions, Defendants may file in the action or in
24 any other proceeding the Judgment, Settlement Agreement, or any other paper and records on file in the
25 action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release or
26 other theory of claim or issue preclusion or similar defense as to the Released Claims.

27 3. Consistent with the definition provided in the Settlement Agreement, the Settlement
28 Class is defined as "all non-exempt employees who worked for Defendants Manna Y & K One, Inc.,

1 Manna Y & K Chula Vista, Inc., or Manna Y&K Mira Mesa, Inc., at any time between June 30, 2013
2 and December 31, 2017.”

3 4. This Court has jurisdiction over the subject matter of the Action, and personal
4 jurisdiction over Defendants, Plaintiff, and Settlement Class Members.

5 5. The Court hereby grants final approval of the Settlement as fair, reasonable, and
6 adequate in all respects and orders the Parties to consummate the Settlement in accordance with the
7 terms of the Settlement Agreement.

8 6. The Court approves the Maximum Settlement Amount of four hundred fifty thousand
9 dollars (\$450,000) to be paid by Defendants in settlement of the Action in accordance with the terms of
10 the Settlement Agreement.

11 7. The Court has determined that the Class Notice that was mailed to the Settlement Class
12 pursuant to the Court's June 3, 2019 Order Granting Preliminary Approval, fully and accurately
13 informed the Class of the material elements of the proposed Settlement, constituted the best notice
14 practicable under the circumstances, and constituted valid, due, and sufficient notice to all members of
15 the Class.

16 8. In granting final approval of the Settlement, the Court considered the nature of the
17 claims, the amount and kinds of benefits paid in settlement, the allocation of the Settlement proceeds
18 among the Settlement Class, and the fact that the Settlement represents a compromise of the Parties'
19 respective positions rather than the result of a finding of liability at trial. Additionally, the Court finds
20 that the terms of the Settlement have no obvious deficiencies and do not improperly grant preferential
21 treatment to any individual Settlement Class Member.

22 9. In accordance with the Settlement Agreement and in exchange for the consideration set
23 forth therein, Plaintiff and all Settlement Class Members, i.e. those that have not requested exclusion
24 from the Settlement, shall release Defendants and their respective present or former parent companies,
25 subsidiary companies and affiliates, and officers, directors, employees, partners, shareholders,
26 attorneys, agents, and any other successors, assigns, or legal representatives (the "Released Parties"),
27 from any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded or could
28 have been pleaded based upon the factual allegations set forth in the operative complaint filed in the

1 Class Action including claims for: 1) Recovery of Unpaid Wage; 2) Recovery of Unpaid Overtime
2 Wage; 3) Failure to Provide Meal Period; 4) Failure to Provide Rest Periods; 5) Failure to Timely
3 Furnish Accurate Wage Statements; 6) Violations of Labor Code § 203 et. seq.; 7) Unfair Business
4 Practices; and 8) Penalties Pursuant to Labor Code § 2699 (the "Released Claims"). The Released
5 Claims shall cover the period between June 30, 2013 and December 31, 2017.

6 10. The Court finds that zero (0) Class Members requested exclusion from the Class and is,
7 therefore, not entitled to an Individual Settlement Payment and is not bound by the Judgment in the
8 Action.

9 11. The Court finds that zero (0) Class Members have objected to the Settlement.

10 12. Having expended significant efforts to secure a benefit for the Class, the Court approves
11 an award of attorney's fees to Class Counsel in the amount of one hundred forty-nine thousand nine
12 hundred ninety-nine dollars and ninety-nine cents (\$149,999.99), to be paid from the Maximum
13 Settlement Amount pursuant to the terms of the Settlement Agreement.

14 13. Having incurred various costs in the course of litigating the Action in the form of court
15 filing fees, mediation fees, telephonic appearance fees, attorney's services fees, travel costs, outside
16 consultant fees, legal research charges, the Court approves Class Counsel's request for reimbursement
17 of reasonably-incurred litigation costs in the amount of six thousand six hundred and eighteen dollars
18 and eighty-three cents (\$6,618.83), to be paid from the Maximum Settlement Amount pursuant to the
19 terms of the Settlement Agreement.

20 14. Except as expressly provided herein, the Parties shall each bear all of their own fees and
21 costs in connection with this matter.

22 15. The Court approves the requested Class Representative Service Award to Plaintiff and
23 Class Representative Jin O. Kim in the amount of ten thousand dollars (\$10,000) for her services to the
24 Class, determining that this amount is fair and reasonable compensation for her work performed on
25 behalf of the Class and for the risks undertaken initiating the Action.

26 16. The Court approves the payment of ten thousand dollars (\$10,000) from the Maximum
27 Settlement Amount to cover any and all claims for civil penalties associated with the Released Claims
28 that were, or could have been, brought in the Action under the Private Attorneys General Act of 2004,

1 Labor Code section 2698, et seq., of which 75% (\$7,500) will be paid to the California Labor and
2 Workforce Development Agency and the remaining 25% (\$2,500) will be retained in the Net
3 Settlement Amount for distribution to Settlement Class Members.

4 17. The Court approves the payment of twelve thousand dollars (\$12,000) to the Settlement
5 Administrator, Phoenix Settlement Administrators, for its services in administering the Settlement, the
6 full amount of which is to be paid from the Maximum Settlement Amount.

7 18. Pursuant to California Rules of Court Rule 3.771(b), Phoenix is ordered to post a copy
8 of this Judgment on its website for a period of thirty days from the date the Court signs the Judgment.

9 19. Pursuant to California Code of Civil Procedure section 384, the Court finds that it is in
10 the best interest of the Settlement Class for the amount of any Individual Settlement Payments to
11 Settlement Class Members that remain uncashed 180 days after the final distribution to be distributed
12 as follows: 100% shall be transmitted to the Legal Aid Society of San Diego.

13 20. The Court orders the following schedule of dates and administration milestones for the
14 specified actions in the Action in accordance with the terms of the Settlement Agreement:

<u>EVENT</u>	<u>TIMING</u>
Final Approval Date	September 20, 2019
Effective Date	(a) The date upon which the time for appeal of the Court's order granting final approval of the Settlement expires; unless (b) an appeal is timely filed, then "Effective Date" means the date of remittitur of any final decision of an appellate-level court granting approval of the Settlement.
Settlement Funding Deadline	Defendants shall make thirty-one (31) installment payments by which Defendants will provide partial amounts of the Maximum Settlement Amount (totaling the Maximum Settlement Amount) to the Settlement Administrator. Defendants shall make these 31 payments to the Settlement Administrator according to the following schedule: 1) Defendants shall pay 30 monthly installments of \$13,000, on the first

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	<p>day of each month, beginning on June 1, 2018, to the Settlement Administrator; and 2) Defendant shall make a lump sum payment of \$60,000 to the Settlement Administrator within thirty (30) calendar days of preliminary approval by the Court ("Lump Sum Payment"). No monthly installment payment of \$13,000 will be due in the month the Lump Sum Payment is paid.</p>
<p>Disbursement Deadline</p>	<p><u>First Disbursement of Funds</u> On January 15, 2020, the Settlement Administrator shall issue: a) Individual Settlement Payments to each Settlement Class Member; b) Class Representative Service Award to Plaintiff; c) PAGA payment to the LWDA; and d) Settlement Administration Costs to the Settlement Administrator ("First Disbursement"). Any amounts remaining after the First Disbursement, shall be disbursed to Class Counsel.</p> <p><u>Remaining Disbursement of Funds</u> All remaining subsequent monthly installment payments paid under the Payment Plan shall be disbursed on the 15th of each month, by the Settlement Administrator to Class Counsel.</p>

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1 **JUDGMENT**

2 1. In accordance with, and for the reasons stated in this Order of Final Approval and
3 Judgment, judgment is hereby entered whereby the Plaintiff and all Settlement Class Members shall
4 take nothing from Defendants, except as expressly set forth in the Settlement Agreement.

5 2. Pursuant to California Rule of Court 3.769(h), this Court reserves exclusive and
6 continuing jurisdiction over this action and the Parties for the purposes of: (a) supervising the
7 implementation, enforcement, construction, and interpretation of the Settlement Agreement, and this
8 Order of Final Approval and Judgment; and (b) supervising distribution of amounts paid under this
9 Settlement.

10 IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.

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12 Dated: _____

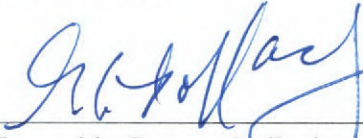
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14 _____
15 Honorable Gregory Pollack
16 Judge of the Superior Court
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EXHIBIT A

1 Sam Kim [SBN 258467]
2 Yoonis Han [SBN 256151]
3 **VERUM LAW GROUP, APC**
4 841 Apollo Street, Suite 340
5 El Segundo, CA 90245
6 Telephone: (424) 320-2000
7 Facsimile: (424) 221-5010
8 skim@verumlg.com
9 yhan@verumlg.com

10 Attorneys for Plaintiff JIN O. KIM and all other similarly situated persons

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF SAN DIEGO**

13 JIN O. KIM, on behalf of herself and all
14 others similarly situated

15 Plaintiff,

16 v.

17 MANNA Y & K ONE, INC., a California
18 corporation; MANNA Y & K CHULA
19 VISTA, INC. a California corporation;
20 MANNA Y&K MIRA MESA, INC., a
21 California Corporation, and DOES 1-20,
22 inclusive,

23 Defendants.

Case No. 37-2017-00024051-CU-OE-CTL
Unlimited Civil

Assigned for All Purposes to: Hon. Gregory
Pollack; Dept.: C-71

**AMENDED STIPULATION OF CLASS
ACTION SETTLEMENT**

24 IT IS HEREBY STIPULATED, by and between plaintiff JIN O. KIM ("Plaintiff"), on
25 the one hand, and defendants MANNA Y & K ONE, INC., MANNA Y & K CHULA
26 VISTA, INC., and MANNA Y&K MIRA MESA, INC. (collectively, "Defendants"), on the
27 other hand, and subject to the approval of the Court, that the Class Action, as defined below,
28 are hereby compromised and settled pursuant to the terms and conditions set forth in this
Amended Stipulation of Class Action Settlement ("Settlement Agreement") and that the
Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set
forth below, and subject to the Definitions, Recitals, and Terms of Settlement set forth herein
which by this reference become an integral part of this Settlement Agreement. This

1 Amended Settlement Agreement shall supersede all other prior agreements.

2 **DEFINITIONS**

3 1. "Class Action" means the following putative class and representative action:
4 *Kim v. Manna Y & K One, Inc., et al.*, San Diego Superior Court, Case No. 37-2017-00024051-
5 CU-OE-CTL.

6 2. "Class Counsel" means Sam Kim and Yoonis Han of Verum Law Group, APC.

7 3. "Class Counsel Award" means reasonable attorneys' fees for Class Counsel's
8 litigation and resolution of the Class Action (not to exceed 33 1/3% of the Maximum
9 Settlement Amount), and Class Counsel's expenses and costs reasonably incurred in connection
10 with the Class Action (not to exceed \$9,000.00).

11 4. "Class Information" means information regarding Class Members that
12 Defendants shall in good faith compile from its records and shall be authorized by the Court to
13 transmit in a secured manner to the Settlement Administrator. The Settlement Administrator
14 shall agree in writing to maintain Class Information in a secure manner. Class Information
15 shall be transmitted to the Settlement Administrator in electronic form (specifically, an Excel
16 spreadsheet file) and shall include: each Class Member's full name, last known address, last
17 known telephone number, Social Security number, employment start and end dates, and
18 Compensable Hours.

19 5. "Class" or "Class Member(s)" shall mean "all non-exempt employees who
20 worked for Defendants Manna Y & K One, Inc., Manna Y & K Chula Vista, Inc., or Manna
21 Y&K Mira Mesa, Inc., at any time between June 30, 2013 and December 31, 2017."

22 6. "Class Notice" means the Notice of Proposed Class Action Settlement,
23 substantially in the form attached hereto as Exhibit A, which shall be subject to Court approval
24 and which the Settlement Administrator shall mail to each of the Class Members, in English
25 and Korean, explaining the terms of this Settlement Agreement and the Settlement.

26 7. "Class Period" means the period between June 30, 2013 and December 31,
27 2017.

28 8. "Class Representative Service Award" means the amount that the Court

1 authorizes to be paid to Plaintiff, in addition to Plaintiff's Individual Settlement Payments, in
2 recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Class Action,
3 and Plaintiff's General Release of Claims.

4 9. "Compensable Hours" means the total number of hours during which each
5 individual Class Member worked for Defendants during the Class Period.

6 10. "Court" means the Superior Court of California for the County of San Diego.

7 11. "Defense Counsel" means Law Office of A. David Mongan.

8 12. "Disbursement Schedule" means the dates by which the Settlement
9 Administrator will issue payments from the Maximum Settlement Amount. The Settlement
10 Administrator shall make disbursements of funds as follows:

- 11 • First Disbursement of Funds – On January 15, 2020, the Settlement Administrator
12 shall issue: a) Individual Settlement Payments to each Settlement Class Member;
13 b) Class Representative Service Award to Plaintiff; c) PAGA payment to the
14 LWDA; and d) Settlement Administration Costs to the Settlement Administrator
15 ("First Disbursement"). Any amounts remaining after the First Disbursement,
16 shall be disbursed to Class Counsel.
- 17 • Remaining Disbursement of Funds – All remaining subsequent monthly
18 installment payments paid under the Payment Plan shall be disbursed on the 15th
19 of each month, by the Settlement Administrator to Class Counsel, via U.S. Mail,
20 to Verum Law Group, APC, 841 Apollo Street, Suite 340, El Segundo, CA 90245.

21 13. "Effective Date" means (a) the date upon which the time for appeal of the
22 Court's order granting final approval of the Settlement expires; unless (b) an appeal is timely
23 filed, then "Effective Date" means the date of remittitur of any final decision of an appellate-
24 level court granting approval of the Settlement.

25 14. "Employer's Share of Payroll Taxes" means Defendants' portion of payroll
26 taxes, including, but not limited to FICA and FUTA, on the portion of the Individual Settlement
27 Payments that constitutes wages.

28 15. "Final Approval Hearing" means the hearing to be conducted by the Court after

1 the filing by Plaintiff of an appropriate motion and following appropriate notice to Class
2 Members giving Class Members an opportunity to request exclusion from the Class and
3 Settlement and to object to the Settlement, at which time Plaintiff shall request that the Court
4 finally approve the fairness, reasonableness and adequacy of the terms and conditions of the
5 settlement, enter the Final Order and Judgment, and take other appropriate action.

6 16. "Final Order and Judgment" means the order and judgment to be entered by the
7 Court upon granting final approval of the Settlement and this Settlement Agreement as binding
8 upon the Parties and Settlement Class Members.

9 17. "Individual Settlement Payment(s)" means the amount payable from the Net
10 Settlement Amount to each Settlement Class Member.

11 18. [Intentionally left blank].

12 19. "LWDA" means the California Labor and Workforce Development Agency.

13 20. "Maximum Settlement Amount" means the maximum amount (excluding the
14 Employer's Share of Payroll Taxes) Defendants shall have to pay in connection with this
15 Settlement, by way of a common fund, which shall be inclusive of all Individual Settlement
16 Payments to Settlement Class Members, the Class Counsel Award, the Settlement
17 Administration Costs, the Class Representative Service Award, and the PAGA payments to
18 Settlement Class Members and the LWDA. Subject to Court approval and the terms of this
19 Settlement Agreement, the Maximum Settlement Amount Defendants shall be required to pay
20 is Four Hundred and Fifty Thousand Dollars (\$450,000.00). This amount excludes any
21 employer taxes that may be owed under this Settlement.

22 21. "Net Settlement Amount" means the Maximum Settlement Amount, less the
23 Class Counsel Award, the PAGA payment to the LWDA, the Settlement Administration Costs,
24 and the Class Representative Service Award.

25 22. "Notice of Objection Form" means the Notice of Objection Form, substantially
26 in the form attached hereto as Exhibit B, which shall be sent by the Settlement Administrator
27 to each Class Member and by which Class Member shall elect, if at all, to object to the
28 Settlement.

1 23. “Notice Packet” means the packet of documents, which shall be mailed to all
2 Class Members by the Settlement Administrator, including the Class Notice, Request for
3 Exclusion and Notice of Objection Form.

4 24. “PAGA” means the Private Attorneys General Act of 2004, California Labor
5 Code sections 2698, et seq.

6 25. “Parties” means Plaintiff Jin O. Kim, and Defendants Manna Y & K One, Inc.,
7 Manna Y & K Chula Vista, Inc., and Manna Y&K Mira Mesa, Inc.

8 26. “Payment Plan” means the thirty-one (31) installment payments by which
9 Defendants will provide partial amounts of the Maximum Settlement Amount (totaling the
10 Maximum Settlement Amount) to the Settlement Administrator. Defendants shall make these
11 31 payments to the Settlement Administrator according to the following schedule: 1)
12 Defendants shall pay 30 monthly installments of \$13,000, on the first day of each month,
13 beginning on June 1, 2018, to the Settlement Administrator; and 2) Defendant shall make a
14 lump sum payment of \$60,000 to the Settlement Administrator within thirty (30) calendar days
15 of preliminary approval by the Court (“Lump Sum Payment”). No monthly installment
16 payment of \$13,000 will be due in the month the Lump Sum Payment is paid.

17 27. “Plaintiff” shall mean Plaintiff Jin O. Kim.

18 28. “Preliminary Approval Order” means the order to be issued by the Court
19 approving and authorizing the mailing of the Notice Packet by the Settlement Administrator,
20 setting the date of the Final Approval Hearing and granting preliminary approval of the
21 settlement set forth in this Settlement Agreement, among other things.

22 29. “Released Claims” with respect to the Settlement Class Members means any and
23 all claims, demands, rights, liabilities, and/or causes of action that were pleaded or could have
24 been pleaded based upon the factual allegations set forth in the operative complaint filed in the
25 Class Action including claims for: 1) Recovery of Unpaid Wage; 2) Recovery of Unpaid
26 Overtime Wage; 3) Failure to Provide Meal Period; 4) Failure to Provide Rest Periods; 5)
27 Failure to Timely Furnish Accurate Wage Statements; 6) Violations of Labor Code § 203 et
28 seq.; 7) Unfair Business Practices; and 8) Penalties Pursuant to Labor Code § 2699. The

1 Released Claims shall cover the period between June 30, 2013 and December 31, 2017.

2 a. "Plaintiff's General Release of Claims" with respect to Plaintiff
3 only means any and all claims, demands, rights, liabilities, and causes of action of
4 every nature and description whatsoever, known or unknown, asserted or that
5 might have been asserted, whether in tort, contract, or for violation of any state or
6 federal statute, rule or regulation, arising out of, relating to, or in connection with
7 any act or omission by or on the part of any of the Released Parties committed or
8 omitted prior to the Effective Date, including to the fullest extent permitted by
9 law, the provisions, rights, and benefits of Section 1542 of the California Civil
10 Code, or any other similar provision under federal or state law, which provides:

11 i. A GENERAL RELEASE DOES NOT EXTEND TO
12 CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR
13 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
14 EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR
15 HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
16 SETTLEMENT WITH THE DEBTOR.

17 30. "Released Parties" means Defendants Manna Y & K One, Inc., Manna Y & K
18 Chula Vista, Inc., and Manny Y&K Mira Mesa, Inc., their respective present or former parent
19 companies, subsidiary companies and affiliates, and officers, directors, employees, partners,
20 shareholders, attorneys, agents, and any other successors, assigns, or legal representatives.

21 31. "Request for Exclusion" means the Request for Exclusion form, substantially in
22 the form attached hereto as Exhibit C, which shall be sent by the Settlement Administrator to
23 each Class Member and by which Class Members shall elect, if at all, to be excluded from the
24 Class Action and the Settlement.

25 32. "Response Deadline" means the date forty-five (45) calendar days after the
26 Settlement Administrator mails the Notice Packets to Class Members and the last date on which
27 Class Members may submit a Request for Exclusion or objection to the Settlement.

28 33. "Settlement" means the final and complete disposition of this Class Action

1 pursuant to this Settlement Agreement.

2 34. "Settlement Administration Costs" means the reasonable costs and fees of
3 administration of this Settlement to be paid to the Settlement Administrator from the Maximum
4 Settlement Amount, including, but not limited to: (i) translating Notice Packets into Korean;
5 (ii) printing and mailing (and re-mailing, if necessary) Notice Packets to Class Members; (iii)
6 preparing and submitting to Settlement Class Members and government entities all appropriate
7 tax filings and forms; (v) computing the amount of and distributing Individual Settlement
8 Payments and resolving any disputes as to the calculation thereof, Class Representative Service
9 Award, and Class Counsel Award; (vi) processing and validating Requests for Exclusion; (vii)
10 establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; (viii)
11 calculating and remitting to the appropriate government agencies all employer and employee
12 payroll tax obligations arising from the Settlement and preparing and submitting filings
13 required by law in connection with the payments required by the Settlement; (ix) conducting a
14 skip trace to identify the current address of any and all Class Members whose Notice Packet is
15 returned to the Settlement Administrator as undeliverable; and (x) establishing and maintaining
16 a toll free number to address any inquiries by Class Members regarding administration of the
17 Settlement.

18 35. "Settlement Administrator" means Phoenix Settlement Administrators
19 ("Phoenix").

20 36. "Settlement Agreement" means this Stipulation of Class Action Settlement.

21 37. "Settlement Class," "Settlement Class Member" or "Settlement Class Members"
22 means Plaintiff and all other Class Members who do not submit a valid and timely Request for
23 Exclusion.

24 **RECITALS**

25 38. Procedural History. On June 30, 2017, Plaintiff filed this wage and hour class
26 action against Defendants alleging claims for: 1) Recovery of Unpaid Wage; 2) Recovery of
27 Unpaid Overtime Wage; 3) Failure to Provide Meal Period; 4) Failure to Provide Rest Periods;
28 5) Failure to Timely Furnish Accurate Wage Statements; 6) Violations of Labor Code § 203 et.

1 seq.; and 7) Unfair Business Practices.

2 39. On December 7, 2017, Plaintiff filed her First Amended Complaint ("FAC"),
3 adding a cause of action under the PAGA.

4 40. On May 23, 2018, the Parties attended a full day mediation with mediator
5 Harvey Berger, Esq., which resulted in the Settlement of the Class Action, and the Parties
6 execution of a Memorandum of Understanding for settlement of this matter. Pursuant to that
7 Memorandum of Understanding, the Parties agreed to enter into this Settlement Agreement.

8 41. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class
9 Counsel recognize the expense and length of continued proceedings necessary to litigate
10 Plaintiff's disputes in the Class Action through trial and through any possible appeals. Plaintiff
11 has also taken into account the uncertainty and risks of the outcome of further litigation, and
12 the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also
13 aware of the burdens of proof necessary to establish liability for the claims asserted in the Class
14 Action, both generally and in response to Defendants' defenses thereto, and the difficulties in
15 establishing damages, penalties, restitution and other relief sought in the Class Action. Plaintiff
16 and Class Counsel also have taken into account Defendants' agreement to enter into a
17 Settlement that confers substantial benefits upon the Class Members. Based upon the
18 foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this
19 Settlement Agreement is fair, adequate, and reasonable, and is in the best interest of all Class
20 Members.

21 42. Defendants' Reasons for Settlement. Defendants have concluded that any
22 further defense of the Class Action would be protracted and expensive for all Parties.
23 Substantial amounts of Defendants' time, energy, and resources have been, and unless this
24 Settlement is completed, shall continue to be, devoted to the defense of the claims asserted by
25 Plaintiff. Defendants also have taken into account the risks of further litigation in reaching its
26 decision to enter into this Settlement. Even though Defendants continue to contend that they
27 are not liable for any of the claims alleged by Plaintiff in the Class Action, Defendants have
28 agreed, nonetheless, to settle in the manner and upon the terms set forth in this Settlement

1 Agreement and to put to rest the claims alleged in the Class Action. Defendants have asserted
2 and continue to assert that the claims alleged by Plaintiff have no merit and do not give rise to
3 any liability, damages, restitution, penalties or other payments. This Settlement Agreement is a
4 compromise of disputed claims. Nothing contained in this Settlement Agreement, no
5 documents referred to herein, and no action taken to carry out this Settlement Agreement, shall
6 be construed or used as an admission by or against Defendants as to the merits or lack thereof
7 of the claims asserted in the Class Action. Defendants contend that they have complied with all
8 applicable state, federal and local laws.

9 **TERMS OF SETTLEMENT**

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

12 43. **Binding Settlement.** This Settlement shall bind the Parties, Settlement Class
13 Members, Class Counsel and Defense Counsel, subject to the terms and conditions hereof and
14 the Court's approval.

15 44. **Tax Liability.** The Parties make no representations as to the tax treatment or
16 legal effect of the payments specified herein, and Settlement Class Members are not relying on
17 any statement or representation by the Parties, Class Counsel or Defense Counsel in this regard.
18 The Parties understand and agree that they shall be responsible for the payment of their
19 respective share of all taxes and penalties assessed on the payments specified herein, and shall
20 hold each other, Class Counsel and Defense Counsel free and harmless from and against any
21 claims resulting from treatment of such payments as non-taxable, including the treatment of
22 such payments as not subject to withholding or deduction for payroll and employment taxes.

23 45. **Circular 230 Disclaimer.** The Parties acknowledge and agree that (1) no
24 provision of this Settlement Agreement, and no written communication or disclosure between
25 or among the Parties, Class Counsel or Defense Counsel and other advisers, is or was intended
26 to be, nor shall any such communication or disclosure constitute or be construed or be relied
27 upon as, tax advice within the meaning of United States Treasury Department Circular 230
28 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,

1 her, or its own, independent legal and tax counsel for advice (including tax advice) in
2 connection with this Settlement Agreement, (b) has not entered into this Settlement Agreement
3 based upon the recommendation of any other party or any attorney or advisor to any other
4 party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
5 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging
6 party; and (3) no attorney or adviser to any other party has imposed any limitation that protects
7 the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
8 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment
9 or tax structure of any transaction, including any transaction contemplated by this Settlement
10 Agreement.

11 46. Preliminary Approval of Settlement. Plaintiff shall move the Court to enter the
12 Preliminary Approval Order, thereby conditionally certifying the Class for settlement purposes
13 only and setting a Final Approval Hearing date. The Parties agree to work diligently and
14 cooperatively to present this Settlement to the Court for preliminary approval. The Preliminary
15 Approval Order shall provide for, among other things, the Notice Packet to be sent to Class
16 Members as specified herein. The Parties agree that the conditional certification of the Class is
17 for settlement purposes only and is in no way an admission by Defendants that class
18 certification is proper.

19 47. Release by Plaintiff and Settlement Class Members: Upon the Effective Date,
20 Plaintiff and all other Settlement Class Members shall be deemed to have released their
21 respective Released Claims against the Released Parties.

22 48. Settlement Administration.

23 a. Within twenty-one (21) calendar days after entry of the
24 Preliminary Approval Order, Defendants shall provide the Settlement
25 Administrator with the Class Information for purposes of mailing the Notice
26 Packets to Class Members.

27 i. Notice by First Class U.S. Mail. Upon receipt of the Class
28 Information, the Settlement Administrator shall perform a search

1 based on the National Change of Address Database maintained by the
2 United States Postal Service to update and correct any known or
3 identifiable address changes. Within thirty (30) days after receiving
4 the Class Information from Defendants as provided herein, the
5 Settlement Administrator shall mail copies of the Notice Packet to all
6 Class Members via regular First Class U.S. Mail. The Settlement
7 Administrator shall exercise its best judgment to determine the current
8 mailing address for each of the Class Members. The address identified
9 by the Settlement Administrator as the current mailing address shall be
10 presumed to be the most current mailing address for each of the Class
11 Members. The Parties agree that this procedure for notice provides the
12 best practical notice to Class Members and fully complies with due
13 process.

14 ii. Undeliverable Notice Packets. Any Notice Packet returned to
15 the Settlement Administrator as non-delivered on or before the
16 Response Deadline shall be re-mailed to the forwarding address
17 affixed thereto. If no forwarding address is provided, the Settlement
18 Administrator shall promptly attempt to determine a correct address by
19 the use of skip-tracing, or other type of automated search, using the
20 name, address and/or Social Security number of the Class Member
21 involved, and shall then perform a re-mailing to the Class Member
22 whose Notice Packet was returned as non-delivered, assuming another
23 mailing address is identified by the Settlement Administrator. Class
24 Members who are sent a re-mailed Notice Packet shall have their
25 Response Deadline extended by fifteen (15) days from the date the
26 Settlement Administrator re-mails the Notice Packet. If these
27 procedures are followed, notice to Class Members shall be deemed to
28 have been fully satisfied, and if the intended recipient of the Notice

1 Packet does not receive the Notice Packet, the intended recipient shall
2 nevertheless remain a Class Member and shall be bound by all terms
3 of the Settlement and the Final Order and Judgment.

4 iii. Determination of Individual Settlement Payments. The
5 Settlement Administrator shall determine the eligibility for, and the
6 amounts of, each Individual Settlement Payment under the terms of
7 this Settlement Agreement. The Settlement Administrator's
8 determination of the eligibility for and amount of each Individual
9 Settlement Payment shall be binding upon the Class Members and the
10 Parties, yet subject to review by Class Counsel, Defense Counsel and
11 the Court. In the absence of fraud or gross negligence, Defendants'
12 records shall be given the presumption of accuracy.

13 iv. Disputes Regarding Administration of Settlement. Any dispute
14 not resolved by the Settlement Administrator concerning the
15 administration of the Settlement shall be resolved by the Court. Prior
16 to any such involvement of the Court, counsel for the Parties shall
17 confer in good faith to resolve the dispute without the necessity of
18 involving the Court.

19 b. Exclusions. The Class Notice shall explain that Class Members
20 who wish to exclude themselves from the Class and Settlement must submit a
21 Request for Exclusion to the Settlement Administrator by the Response Deadline.
22 The Request for Exclusion: (1) must contain the name, address, and telephone
23 number of the person requesting exclusion; (2) must be signed by the Class
24 Member; and (3) must be postmarked by the Response Deadline and returned to
25 the Settlement Administrator at the specified address. Subject to review by Class
26 Counsel, Defense Counsel and the Court, the date of the postmark on the return
27 mailing envelope on the Request for Exclusion shall be the exclusive means used
28 by the Settlement Administrator to determine whether a Class Member has timely

1 requested exclusion from the Class and Settlement. In the event that the mailed
2 envelope containing the Request for Exclusion is not postmarked, it will be
3 deemed timely if it arrived at the administrator within seven (7) days after the
4 Response Deadline (or extended deadline if a re-mailing occurred). Any Class
5 Member who timely and properly requests to be excluded from the Class and
6 Settlement shall not be entitled to any benefits under the Settlement and shall not
7 be bound by the terms of the Settlement, nor shall the Class Member have any
8 right to object to the Settlement or appeal from the entry of the Final Order and
9 Judgment. Class Members who do not submit a valid and timely Request for
10 Exclusion on or before the Response Deadline shall be bound by all terms of the
11 Settlement and the Final Order and Judgment entered in this Action if the
12 Settlement is finally approved by the Court. No later than ten (10) days after the
13 Response Deadline, the Settlement Administrator shall provide counsel for the
14 Parties with a complete list of all Class Members who submitted a timely and
15 valid Request for Exclusion.

16 c. Objections. The Class Notice shall state that Class Members who
17 wish to object to the Settlement should submit to the Settlement Administrator,
18 the Notice of Objection Form by the Response Deadline. The Notice of Objection
19 Form should (1) state the full name of the Class Member; (2) be signed by the
20 Class Member; (3) state the grounds for the objection; and (4) be postmarked by
21 the Response Deadline and returned to the Settlement Administrator at the
22 specified addresses. Subject to review by Class Counsel, Defense Counsel and
23 the Court, the date of the postmark on the return mailing envelope on the Notice
24 of Objection shall be the exclusive means used by the Settlement Administrator to
25 determine whether a Class Member has timely objected to the Settlement. Class
26 Members who fail to timely make objections in the manner specified herein shall
27 be deemed to have waived any objections and shall be foreclosed from making
28 any objections (whether by appeal or otherwise) to the Settlement. At no time

1 shall any of the Parties, Class Counsel or Defense Counsel seek to solicit or
2 otherwise encourage Class Members to file and serve a Notice of Objection Form
3 or appeal from the Final Order and Judgment.

4 d. Monitoring and Reviewing Settlement Administration. The Parties
5 and their respective Counsel have the right to monitor and review the
6 administration of the Settlement to verify that the monies allocated under the
7 Settlement are distributed in a correct amount, as provided for in this Settlement
8 Agreement.

9 49. Funding and Allocation of Maximum Settlement Amount. Settlement Class
10 Members shall not be required to submit a claim in order to receive a share of the Net
11 Settlement Amount, and no portion of the Maximum Settlement Amount shall revert to
12 Defendants or result in an unpaid residue. Defendants shall provide to the Settlement
13 Administrator in any feasible manner, including, but not limited to, by way of a wire transfer,
14 the Maximum Settlement Amount according to the Payment Plan.

15 a. Individual Settlement Payments. Individual Settlement Payments
16 shall be paid by the Settlement Administrator from the Net Settlement Amount
17 and shall be paid pursuant to the formula set forth herein and pursuant to the
18 Disbursement Schedule. Individual Settlement Payments shall be mailed by the
19 Settlement Administrator by First Class U.S. Mail to each Settlement Class
20 Member's last known mailing address, according to the Disbursement Schedule.
21 Individual Settlement Payments shall be allocated as follows: 1/3 as wages
22 subject to all applicable tax withholdings, 1/3 as non-wage penalties not subject to
23 payroll tax withholdings, and 1/3 as non-wage interest not subject to payroll tax
24 withholdings. The Settlement Administrator shall issue an IRS Form W-2 to
25 each Settlement Class Member for the portion of the Individual Settlement
26 Payment allocated as wages and subject to all applicable tax withholdings. The
27 Settlement Administrator shall issue an IRS Form 1099 to each Settlement Class
28 Member for the portion of the Individual Settlement Payment allocated as non-

1 wage penalties and interest and not subject to payroll tax withholdings.

2 i. Each Settlement Class Member's Individual Settlement
3 Payment shall be calculated solely by the Settlement Administrator
4 according to the following formula: Defendants shall provide the
5 Settlement Administrator with the Compensable Hours for each
6 Settlement Class Member; the Settlement Administrator shall then (1)
7 divide the Compensable Hours worked by each Settlement Class
8 Member by the total Compensable Hours worked by all Settlement
9 Class Members, and (2) multiply the result in (1) by the Net
10 Settlement Amount. The Individual Settlement Payment will then be
11 reduced by any required legal deductions for each Settlement Class
12 Member.

13 ii. Individual Settlement Payments shall be made by check and
14 shall be made payable to each Settlement Class Member as set forth in
15 this Settlement Agreement.

16 iii. Any checks issued to Settlement Class Members shall remain
17 valid and negotiable for one hundred and eighty (180) days from the
18 date of their issuance. If a Settlement Class Member does not cash his
19 or her settlement check within 180 days, the un-cashed, plus any
20 accrued interest that has not been distributed pursuant to the order of
21 the Court, shall be voided by the Settlement Administrator and the
22 Settlement Administrator shall distribute one hundred percent (100%)
23 of these un-cashed funds to the Legal Aid Society of San Diego. It is
24 the intent of the Parties that the transmitted proceeds to the Legal Aid
25 Society described above, upon transmission, results in no "unpaid cash
26 residue or unclaimed or abandoned funds" under California Code of
27 Civil Procedure § 384, as the entire Net Settlement Amount will be
28 paid out to Settlement Class Members, whether or not they all cash

1 their settlement checks.

2 b. Class Representative Service Award. Subject to Court approval,
3 Plaintiff shall be paid a Class Representative Service Award not to exceed a total
4 payment of Ten Thousand Dollars (\$10,000.00), for her time and effort in
5 bringing and presenting the Class Action and for executing a general release.
6 Defendants shall not oppose this request. The Class Representative Service
7 Award shall be paid to Plaintiff from the Maximum Settlement Amount pursuant
8 to the Disbursement Schedule. The Settlement Administrator shall issue an IRS
9 Form 1099 to Plaintiff for her Class Representative Service Award. Plaintiff shall
10 be solely and legally responsible to pay any and all applicable taxes on her
11 respective Class Representative Service Award and shall hold harmless
12 Defendants, Class Counsel and Defense Counsel from any claim or liability for
13 taxes, penalties, or interest arising as a result of payment of the Class
14 Representative Service Award. The Class Representative Service Award shall be
15 made in addition to the Plaintiff's Individual Settlement Payments. Any amount
16 requested by Plaintiff for the Class Representative Service Award and not
17 awarded by the Court shall become part of the Net Settlement Amount and shall
18 be distributed to Settlement Class Members as part of their Individual Settlement
19 Payments.

20 c. Class Counsel Award. Subject to Court approval, Class Counsel
21 shall be entitled to receive reasonable attorneys' fees in an amount not to exceed
22 thirty three and one-third percent (33 1/3%) of the Maximum Settlement Amount,
23 which amounts to One Hundred Forty-Nine Thousand Nine Hundred Ninety-Nine
24 Dollars and Ninety-Nine Cents (\$149,999.99). In addition, subject to Court
25 approval, Class Counsel shall be entitled to an award of reasonable costs
26 associated with Class Counsel's prosecution of the Class Action in an amount not
27 to exceed Nine Thousand Dollars (\$9,000.00). Class Counsel shall provide the
28 Settlement Administrator with a properly completed and signed IRS Form W-9 in

1 order for the Settlement Administrator to process the Class Counsel Award
2 approved by the Court. Defendants shall not oppose this request. In the event the
3 Court awards Class Counsel less than One Hundred Forty-Nine Thousand Nine
4 Hundred Ninety-Nine Dollars and Ninety-Nine Cents (\$149,999.99) in attorneys'
5 fees and/or less than Nine Thousand Dollars (\$9,000.00) in costs, the difference
6 shall become part of the Net Settlement Amount and shall be distributed to
7 Settlement Class Members as part of their Individual Settlement Payments. Class
8 Counsel shall be paid any Court-approved attorneys' fees and costs no later than
9 pursuant to the Disbursement Schedule. Class Counsel shall be solely and legally
10 responsible to pay all applicable taxes on the Class Counsel Award. The
11 Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the
12 Class Counsel Award. This Settlement is not conditioned upon the Court
13 awarding Class Counsel any particular amount of attorneys' fees or costs.

14 d. Settlement Administration Costs. The Settlement Administrator
15 shall be paid from the Maximum Settlement Amount for the Settlement
16 Administration Costs, which shall not exceed Twelve Thousand Dollars
17 (\$12,000.00). Any portion of the estimated or designated Settlement
18 Administration Costs that are not in fact required to fulfill the total settlement
19 administration costs shall become part of the Net Settlement Amount and shall be
20 distributed to Settlement Class Members as part of their Individual Settlement
21 Payments. Prior to Plaintiff filing a motion for final approval of this Settlement,
22 the Settlement Administrator shall provide the Parties with a statement detailing
23 the Settlement Administration Costs to date. The Parties agree to cooperate in the
24 Settlement administration process and to make all reasonable efforts to control
25 and to minimize Settlement Administration Costs.

26 i. The Parties each represent they do not have any
27 financial interest in the Settlement Administrator that could create a
28 conflict of interest.

1 ii. The Settlement Administrator shall keep the Parties
2 timely apprised of the performance of all Settlement Administrator
3 responsibilities required by the Settlement. The Settlement
4 Administrator shall be authorized to establish a Qualified Settlement
5 Fund ("QSF") pursuant to IRS rules and regulations in which the
6 Maximum Settlement Amount shall be placed and from which
7 payments required by the Settlement shall be made.

8 iii. The Settlement Administrator shall be entitled to
9 withdraw from the QSF its Settlement Administration Costs no earlier
10 than pursuant to the Disbursement Schedule.

11 e. Payment to the LWDA. Ten Thousand Dollars (\$10,000.00) from
12 the Maximum Settlement Amount shall be allocated to penalties under PAGA, of
13 which Seventy-Five Hundred Dollars (\$7,500.00) shall be paid by the Settlement
14 Administrator directly to the LWDA. The remaining Twenty-Five Hundred
15 Dollars (\$2,500.00) shall be a part of the Net Settlement Amount and shall be
16 distributed to Settlement Class Members as part of their Individual Settlement
17 Payments.

18 50. Guarantee Provision. Defendants shall provide a UCC-1 for all assets and
19 goodwill of the Defendants, and each of them, to Verum Law Group, APC, as creditor, on
20 behalf of the class. In the event Defendants sell one or more restaurants which are the subject
21 of the litigation (but less than all three restaurants), all net sales proceeds shall be immediately
22 paid towards the remaining balance, if any, of the Maximum Settlement Amount. If
23 Defendants sell all three restaurants, then Defendants shall pay the entire remaining amount of
24 the Maximum Settlement Amount immediately through any sale escrow. Further, Jun Young
25 Yeo, the identified sole shareholder of Defendants, shall concurrently with this Settlement
26 Agreement, sign a personal guarantee of \$150,000, which shall only be enforced if payment is
27 not otherwise received under Paragraphs 26 and 50.

28 51. Final Settlement Approval Hearing and Entry of Final Order and Judgment.

1 Upon expiration of the Response Deadline, a Final Approval Hearing shall be conducted to
2 determine whether to grant final approval of the Settlement, including determining the amounts
3 properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Service Award;
4 (iii) Settlement Administration Costs; and (iv) the payment to the LWDA. Prior to the Final
5 Approval Hearing, the Settlement Administrator shall provide a written report or declaration to
6 the Parties describing the process and results of the administration of the Settlement to date,
7 which report or declaration shall be filed by Plaintiff with the Court prior to the Final Approval
8 Hearing.

9 52. Nullification of Settlement. In the event: (i) the Court does not enter the
10 Preliminary Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the
11 Court does not enter the Final Order and Judgment; or (iv) the Settlement does not become
12 final for any other reason, this Settlement Agreement shall be rendered null and void, any order
13 or judgment entered by the Court in furtherance of this Settlement shall be treated as void from
14 the beginning, this Settlement Agreement and any documents related to it shall not be used by
15 any Class Member or Class Counsel to support any claim or request for class certification in the
16 Class Action, and shall not be used in any other civil, criminal or administrative action against
17 Defendants or any of the other Released Parties, the Parties shall be returned to their respective
18 statuses as of the date and time immediately prior to the execution of this Settlement
19 Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not
20 been executed, except that any Settlement Administration Costs already incurred by the
21 Settlement Administrator shall be paid to the Settlement Administrator by Defendants.

22 53. Appeal. In the event an appeal is filed from the Court's Final Order and
23 Judgment, or any other appellate review is sought, administration of the Settlement shall be
24 stayed pending final resolution of the appeal or other appellate review. Any fees incurred by
25 the Settlement Administrator prior to it being notified of the filing of an appeal from the
26 Court's Final Order and Judgment, or any other appellate review, shall be paid by Defendants
27 to the Settlement Administrator.

28 54. Escalator Provision. The Parties agreed to two escalator provisions as part of

1 the Settlement, which may increase the Maximum Settlement Amount, as follows: (a) the
2 Settlement was based upon an estimated class size of no more than 110 Class Members. In the
3 event that the actual class size increases by more than fifteen percent (15%) of 110, but less
4 than thirty percent (30%) (i.e., there are more than 127 Class Members), Defendants shall be
5 required to increase the Maximum Settlement Amount by ten percent (10%); if the class size
6 increases by thirty percent (30%) or more, then the Maximum Settlement Amount shall
7 increase by twenty percent (20%).

8 55. No Admission by Defendants. Defendants deny all claims alleged in the Class
9 Action and denies all wrongdoing whatsoever. Neither this Settlement Agreement, nor any of
10 its terms and conditions, nor any of the negotiations connected with it, is a concession or
11 admission, and none shall be used against Defendants as an admission or indication with
12 respect to any claim of any fault, concession, or omission by Defendants or that class
13 certification is proper under the standard applied to contested certification motions. The Parties
14 stipulate and agree to the certification of the proposed class for settlement purposes only. The
15 Parties further agree that this Settlement Agreement will not be admissible in this or any other
16 proceeding as evidence that either (i) a class action should be certified or (ii) Defendants are
17 liable to Plaintiff or any Class Member, other than according to the terms of this Settlement
18 Agreement.

19 56. Exhibits and Headings. The terms of this Settlement Agreement include the
20 terms set forth in any attached Exhibits, which are incorporated by this reference as though
21 fully set forth herein. The Exhibits to this Settlement Agreement are an integral part of the
22 Settlement. The descriptive headings of any paragraphs or sections of this Settlement
23 Agreement are inserted for convenience of reference only.

24 57. Interim Stay of Action. The Parties agree to stay and to request that the Court
25 stay all proceedings in the Action, except such proceedings necessary to implement and
26 complete the Settlement and enter the Final Order and Judgment.

27 58. Amendment or Modification. This Settlement Agreement may be amended or
28 modified only by a written instrument signed by counsel for all Parties or their successors-in-

1 interest.

2 59. Entire Agreement. This Settlement Agreement and any attached Exhibits
3 constitute the entire agreement between the Parties, and no oral or written representations,
4 warranties, or inducements have been made to Plaintiff or Defendants concerning this
5 Settlement Agreement or its Exhibits other than the representations, warranties, and covenants
6 contained and memorialized in this Settlement Agreement and its Exhibits. No other prior or
7 contemporaneous written or oral agreements may be deemed binding on the Parties.

8 60. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense
9 Counsel warrant and represent they are expressly authorized by the Parties whom they
10 represent to negotiate this Settlement Agreement and to take all appropriate actions required or
11 permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its
12 terms, and to execute any other documents required to effectuate the terms of this Settlement
13 Agreement. The Parties, Class Counsel and Defense Counsel shall cooperate with each other
14 and use their best efforts to effect the implementation of the Settlement. In the event the Parties
15 are unable to reach agreement on the form or content of any document needed to implement the
16 Settlement, or on any supplemental provisions that may become necessary to effectuate the
17 terms of this Settlement, the Parties may seek the assistance of the Court and/or mediator
18 Harvey Berger, Esq. to resolve such disagreement. The person signing this Settlement
19 Agreement on behalf of Defendants represents and warrants that he/she is authorized to sign
20 this Settlement Agreement on behalf of Defendants. Plaintiff represents and warrants that she
21 is authorized to sign this Settlement Agreement and that they have not assigned any claim, or
22 part of a claim, covered by this Settlement to a third party. The Parties have cooperated in the
23 drafting and preparation of this Settlement Agreement. Hence, in any construction made of this
24 Settlement Agreement, the same shall not be construed against any of the Parties.

25 61. Binding on Successors and Assigns. This Settlement Agreement shall be
26 binding upon, and inure to the benefit of, the successors and assigns of the Parties.

27 62. California Law Governs. All terms of this Settlement Agreement and the
28 Exhibits hereto shall be governed by and interpreted according to the laws of the State of

1 California, without giving effect to any law that would cause the laws of any jurisdiction other
2 than the State of California to be applied.

3 63. Counterparts. This Settlement Agreement may be executed in one or more
4 counterparts. All executed counterparts and each of them shall be deemed to be one and the
5 same instrument.

6 64. This Settlement is Fair, Adequate and Reasonable. Plaintiff represents that this
7 Settlement is a fair, adequate, and reasonable settlement of the Class Action and they have
8 arrived at this Settlement after extensive arms-length negotiations, taking into account all
9 relevant factors, present and potential.

10 65. Jurisdiction of the Court. Following entry of the Final Order and Judgment,
11 pursuant to California Code of Civil Procedure §664.6, the Court shall retain jurisdiction with
12 respect to the interpretation, implementation, and enforcement of the terms of this Settlement
13 Agreement and all orders and judgments entered in connection therewith, and the Parties, Class
14 Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of
15 interpreting, implementing, and enforcing the Settlement embodied in this Settlement
16 Agreement and all orders and judgments entered in connection therewith.

17 66. Invalidity of Any Provision. Before declaring any term or provision of this
18 Settlement Agreement invalid, the Parties request that the Court first attempt to construe the
19 terms or provisions valid to the fullest extent possible consistent with applicable precedents so
20 as to define all provisions of this Settlement Agreement as valid and enforceable. If any
21 provision(s) or term(s) of this Settlement Agreement is determined to be void or unenforceable
22 except for the release provisions provided herein, said provision(s) or term(s) shall be stricken
23 from this Settlement Agreement, and the remaining terms and provisions shall remain valid and
24 enforceable.

25 67. Binding Nature of Notice of Class Action Settlement. It is agreed that because
26 the Class Members are so numerous, it is impossible or impractical to have each Class Member
27 execute the Settlement Agreement. The Class Notice shall advise all Class Members of the
28 binding nature of the Settlement, and the release of Released Claims and shall have the same

1 force and effect as if this Settlement Agreement were executed by each Settlement Class
2 Member.

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

7 69. In the event a party to this Settlement Agreement institutes any legal action or
8 other proceeding against any other party to enforce the provisions of this Settlement Agreement
9 or to declare rights or obligations under this Settlement Agreement, the prevailing party shall
10 be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and
11 costs, including expert witness fees incurred in connection with any enforcement proceedings.

12 70. The Parties acknowledge and agree that this Settlement Agreement reflects their
13 good faith compromise of the claims raised in the Class Action, based on their assessment of
14 the mutual risks and costs of further litigation and the assessments of their counsel. The Parties
15 are represented by competent counsel, and they have had an opportunity to consult with
16 counsel prior to execution of this Settlement Agreement.

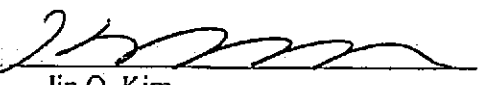
17 71. The Parties acknowledge and agree that: (i) they have been advised of their right
18 to consult an attorney before signing this Agreement, and are hereby so advised; (ii) they have
19 consulted with their respective Counsel; (iii) they fully understand the provisions of this
20 Settlement Agreement and their effect; (iv) Counsel have explained all provisions of this
21 Settlement Agreement their effect, and (v) they are signing this Settlement Agreement
22 voluntarily and free from duress.

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Dated: March 26, 2019

PLAINTIFF

By: 
Jin O. Kim

Dated: March ____, 2019

**DEFENDANT'S MANNA Y & K ONE, INC.,
MANNA Y & K CHULA VISTA, INC., and
MANNA Y&K MIRA MESA, INC.**

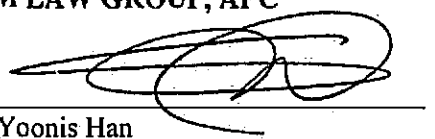
By: _____
Jun Young Yeo

Title: _____

APPROVED AS TO FORM:

Dated: March 25, 2019

VERUM LAW GROUP, APC

By: 
Yoonis Han
Sam Kim

Attorneys for Plaintiff JIN O. KIM and all other
similarly situated persons

Dated: March 25, 2019

LAW OFFICE OF A. DAVID MONGAN

By: _____
A. David Mongan
Attorney for Defendants MANNA Y & K ONE,
INC., MANNA Y & K CHULA VISTA, INC.,
and MANNA Y&K MIRA MESA, INC.

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Dated: March __, 2019

PLAINTIFF

By: _____
Jin O. Kim

Dated: March 27, 2019

**DEFENDANTS MANNA Y & K ONE, INC.,
MANNA Y & K CHULA VISTA, INC., and
MANNA Y&K MIRA MESA, INC.**

By: _____
Jun Young Yeo

Title: General Manager / Lawyer

APPROVED AS TO FORM:

Dated: March 25, 2019

VERUM LAW GROUP, APC

By: _____
Yoonis Han
Sam Kim
Attorneys for Plaintiff JIN O. KIM and all other
similarly situated persons

Dated: March 29, 2019

LAW OFFICE OF A. DAVID MONGAN

By: _____
A. David Mongan
Attorney for Defendants MANNA Y & K ONE,
INC., MANNA Y & K CHULA VISTA, INC.,
and MANNA Y&K MIRA MESA, INC.

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Kim v. Manna Y & K One, Inc., et al.
San Diego Superior Court Case No. 37-2017-00024051-CU-OE-CTL

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU WERE EMPLOYED BY MANNA Y & K ONE, INC, MANNA Y & K CHULA VISTA, INC., OR MANNA Y&K MIRA MESA, INC., IN THE STATE OF CALIFORNIA AS A NON-EXEMPT EMPLOYEE AT ANY TIME DURING THE PERIOD FROM JUNE 30, 2013 THROUGH DECEMBER 31, 2017, THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the "Settlement") has been reached in a class action lawsuit entitled *Kim v. Manna Y & K One, Inc., et al.* ("Action"). The purpose of this Notice of Proposed Class Action Settlement ("Class Notice") is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning the final approval of the proposed Settlement will be held before the Hon. Gregory W. Pollack on _____, 2019 at X:XX x.m., in Dept. C-71, located at 330 W. Broadway, San Diego, CA 92101, to determine whether the Settlement is fair, adequate and reasonable. As a potential Class Member, you are eligible to receive an Individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Class Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If you do nothing, you will be considered a part of the Settlement Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against defendants Manna Y & K One, Inc., Manna Y & K Chula Vista, Inc., and Manna Y&K Mira Mesa, Inc. ("Defendants") for the Released Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You have the option to pursue separate legal action against Defendants about the claims in the lawsuits. If you choose to do so, you must exclude yourself, in writing, from the Settlement. As a result, you will not receive any benefits under the Settlement.
OBJECT	To object to the Settlement, you must write to the Settlement Administrator about why you do not like the Settlement. This option is available only if you do <u>not</u> exclude yourself from the Settlement.

It is important that you provide any updates to your mailing address to the Settlement Administrator to ensure that your Individual Settlement Payment is mailed to the correct address.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the "Class"):

All non-exempt employees who worked for Defendants Manna Y & K One, Inc., Manna Y & K Chula Vista, Inc., or Manna Y&K Mira Mesa, Inc., at any time between June 30, 2013 and December 31, 2017 (“Class Period”).

According to Defendants’ records, you are a member of the Class.

What is this case about?

In the Action, Jin O. Kim (“Plaintiff”) alleges on behalf of herself and the Class (defined above) the following claims against Defendants: (1) failure to pay premium wages for split shifts, (2) failure to pay minimum wages, (3) failure to pay overtime wages, (4) the failure to provide rest periods or compensation in lieu thereof; (5) the failure to timely furnish accurate wage statements; (6) the failure to pay wages of terminated or resigned employees; (7) violations of the Unfair Competition law under Business & Professions Code section 17200 *et. seq.*, and (8) violations under the Private Attorney General Act (“PAGA”). Plaintiff seeks unpaid wages, statutory penalties, restitution, interest, attorneys’ fees, and costs.

Defendants deny all liability and are confident that they have a strong legal and factual defense to the claims, but they recognize the risks, distractions, and costs associated with litigation. Defendants contend that their conduct has been lawful at all times and that these claims do not have merit.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendants (jointly the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendants. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable.

The Court has not ruled on the merits of the claims or defenses.

What are the Settlement terms?

Subject to final approval by the Courts, Defendants will pay \$450,000 (the “Maximum Settlement Amount”) for: (a) Individual Settlement Payments to Settlement Class Members; (b) Court-approved Class Representative Service Award to Plaintiff; (c) PAGA payment; (d) the Court-approved attorneys’ fees and costs to Class Counsel; and (e) the costs of administering the Settlement.

Individual Settlement Payments. After deduction from the Maximum Settlement Amount of the: 1) Class Representative Service Award to Plaintiff; 2) PAGA payment to the LWDA; 3) Attorneys’ Fees and Costs; 4) the Settlement Administration Costs, there will be a Net Settlement Amount. From this Net Settlement Amount, Defendants, through the Settlement Administrator, will make an Individual Settlement Payment to each participating Settlement Class Member.

If you submit a Request for Exclusion from the Settlement or have previously released the claims under a separate agreement, you are not eligible to become a Settlement Class Member.

The Individual Settlement Payments shall be calculated by the Settlement Administrator from the Net Settlement Amount, as follows: the Settlement Administrator shall (1) divide the Compensable Hours worked by each Settlement Class Member by the total Compensable Hours worked by all Settlement Class Members, and (2) multiply the result in (1) by the Net Settlement Amount. The Individual Settlement Payment will then be reduced by any required legal deductions for each Settlement Class Member. Your estimated Individual Settlement Payment is listed below.

For tax reporting purposes, the payments to Settlement Class Members will be allocated as follows: 1/3 as wages subject to all applicable tax withholdings, 1/3 as non-wage penalties not subject to payroll tax withholdings, and 1/3 as non-wage interest not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form W-2 to each Settlement Class Member for the portion of the Individual Settlement Payment allocated as wages and subject to all applicable tax withholdings. The

Settlement Administrator shall issue an IRS Form 1099 to each Settlement Class Member for the portion of the Individual Settlement Payment allocated as non-wage penalties and interest and not subject to payroll tax withholdings.

All checks for Individual Settlement Payments paid to Settlement Class Members shall advise that the checks will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not cashed by a Settlement Class Member within that time.

All checks that are not cashed within one hundred eighty (180) days of mailing to a Settlement Class Member, or that is undeliverable, and any unpaid cash (or remaining) residue, including interest, and unclaimed or abandoned funds from this settlement shall be distributed as follows: One Hundred-percent to the Legal Aid Society of San Diego. In such event, the Settlement Class Member shall nevertheless remain bound by the Settlement.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Settlement Class Member.

Class Counsel Award, Class Representative Service Award, and Settlement Administration Costs. Class Counsel will seek an award of attorneys' fees up to 33 1/3% of the Gross Settlement Fund (up to \$149,999.99) and reimbursement of reasonable costs not to exceed \$9,000. Class Counsel will also request payment of the Class Representative Service Award to Plaintiff in the amount of \$10,000, for her effort in the prosecution of the case. The Settlement Administration Costs will not exceed \$12,000.

When will the Settlement be distributed?

The Settlement will be paid based on the following distribution schedule:

First Disbursement of Funds – On January 15, 2020, the Settlement Administrator shall issue: a) Individual Settlement Payments to each Settlement Class Member; b) Class Representative Service Award to Plaintiff; c) PAGA payment to the LWDA; and d) Settlement Administration Costs to the Settlement Administrator (“First Disbursement”). Any amounts remaining after the First Disbursement, shall be disbursed to Class Counsel.

Remaining Disbursement of Funds – All remaining subsequent monthly installment payments paid under the Payment Plan shall be disbursed on the 15th of each month, by the Settlement Administrator to Class Counsel, via U.S. Mail, to Verum Law Group, APC, 841 Apollo Street, Suite 340, El Segundo, CA 90245.

What claims are being released by the proposed Settlement?

“Released Claims” with respect to the Settlement Class Members means any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth in the operative complaint filed in the Class Action including claims for: 1) Recovery of Unpaid Wage; 2) Recovery of Unpaid Overtime Wage; 3) Failure to Provide Meal Period; 4) Failure to Provide Rest Periods; 5) Failure to Timely Furnish Accurate Wage Statements; 6) Violations of Labor Code § 203 et. seq.; 7) Unfair Business Practices; and 8) Penalties Pursuant to Labor Code § 2699. The Released Claims shall cover the period between June 30, 2013 and December 31, 2017.

“Released Parties” means Defendants Manna Y & K One, Inc., Manna Y & K Chula Vista, Inc., and Manny Y&K Mira Mesa, Inc., their respective present or former parent companies, subsidiary companies and affiliates, and officers, directors, employees, partners, shareholders, attorneys, agents, and any other successors, assigns, or legal representatives.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Sam Kim
Yoonis Han
VERUM LAW GROUP, APC
841 Apollo Street, Suite 340
El Segundo, CA 90245
Telephone: (424) 320-2000
Facsimile: (424-221-5010

Defendants' Counsel

A. David Mongan
Law Office of A. David Mongan
4558 Toni Lane
La Mesa, CA 91942
Telephone: (619) 251-7376

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Settlement Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be a part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

If you remain in the Settlement Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you remain in the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Settlement Class and receive an Individual Settlement Payment. If you wish to remain in the Settlement Class and be eligible to receive an Individual Settlement Payment under the Settlement, **you do not need to take any action.** By remaining in the Settlement Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you may submit a statement of objection ("Notice of Objection Form") to the Settlement Administrator at [Administrator], P.O. Box _____, [City], [State] [Zip]. You may also attend the final approval hearing to have your objection heard. The Notice of Objection Form should: (1) state your full name; (2) state the dates of your employment; (3) state the last four digits of the Social Security number and/or Employee ID number; (4) state the basis for the objection; (5) be signed by you; and (6) be postmarked on or before [Response Deadline] and be returned to the Settlement Administrator at the address listed above. You can also hire an attorney at your own expense to represent you with your objection. Keep in mind, filing a timely objection alone does not preserve your right to appeal a class judgment, the Settlement or attorneys' fees. In order to appeal a class judgment, the Settlement or attorneys' fees, as a party to the record, a class member should either, (1) file a timely complaint in intervention before final judgment, or (2) file an appealable motion to set aside and vacate the class judgment under Code of Civil Procedure § 663. **Please note, even if you submit an objection, you will be bound by the terms of the Settlement unless the Court does not approve the Settlement.**

OPTION B. Request to Be Excluded from the Action. If you do not want to be part of the Settlement, you may exclude yourself from the Action by making an effective Request for Exclusion. If you submit an effective Request for Exclusion, you will receive **no** payment from the Settlement, and you will not be bound by its terms. Class Members who wish to exclude themselves from the Settlement must provide written notice to the Settlement Administrator stating in substance:

"I have read the Class Notice and I wish to exclude myself from the Action and the settlement of the case: *Kim v. Manna Y & K One, Inc., et al.*"

The Request for Exclusion must also include your: (1) name, (2) address, (3) telephone number, (4) signature, and (5) be postmarked by the Response Deadline. You must complete the Request For Exclusion yourself. No other person may opt out for you, and you may not opt out on behalf of any other Class Member.

All Opt-Out Requests must be sent via U.S. mail postmarked by no later than _____, 2019 and sent to the Settlement Administrator at the above address. **Class members who do not submit a timely Request for Exclusion will be bound by the Release in the manner described above.**

If you request to be excluded, you will no longer be a member of the Settlement Class, you will be barred from participating in this Settlement, and you will receive no benefit from this Settlement. By excluding yourself, you will retain whatever rights or claims you may have, if any, against the Released Parties.

What is the next step in the approval of the Settlement?

The Court will hold a final approval hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel Attorneys' Fees and Costs, the Class Representative Service Award to Plaintiff, and the Settlement Administration Costs, on _____, 2019 at X:XX x.m., in Dept. C-71, at located at located at 330 W. Broadway, San Diego, CA 92101. The final approval hearing may be continued without further notice to Class Members. You are not required to attend the final approval hearing to receive an Individual Settlement Payment.

If the Court grants final approval of the Settlement, notice of final judgment will be posted on the Settlement Administrator's website (www._____) within seven (7) calendar days after entry of the Final Order and Judgment.

What is my estimated Individual Settlement Payment?

Your Compensable Hours and Estimated Individual Settlement Payment: According to Defendants' records, your Compensable Hours for the Class Period are <<CompWeeks>>. Based on the number of your Compensable Hours, **your estimated Individual Settlement Payment is <<EstSettPayment>>**. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Procedure for Disputing Information: If you disagree with the number of Compensable Hours stated above, you must send a letter to the Settlement Administrator stating the reasons why you dispute the number of Compensable Hours and provide any supporting documentation that you have (e.g., any paystubs). The information you provide should include the estimated Compensable Hours you claim you worked from June 30, 2013 to December 31, 2017.

Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed below by First Class U.S. Mail, postmarked no later than [Response Deadline].

Kim v. Manna Y & K One, Inc., et al. Settlement
[Settlement Administrator]
[Address]
[City, State Zip, Telephone Number]

If you dispute the number of Compensable Hours stated above, Defendants' records will be presumed determinative unless you are able to provide documentation to the Settlement Administrator that establishes otherwise. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the Compensable Hours that should be applied and/or the Individual Settlement Payment to which you may be entitled. Such a determination will be final and binding with no opportunity for further appeal.

How can I get additional information?

This Class Notice summarizes the Action and the basic terms of the Settlement. More details are in the Settlement Agreement. The Settlement Agreement and other records relating to the lawsuit are available from the San Diego Superior Court's website located at:
http://www.sdcourt.ca.gov/portal/page?_pageid=55,1641155&_dad=portal. You may also request a copy of the Settlement Agreement from Class Counsel, at the addresses listed above.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

EXHIBIT B

NOTICE OF OBJECTION FORM

Kim v. Manna Y & K One, Inc., et al.
San Diego Superior Court Case No. 37-2017-00024051-CU-OE-CTL

You should fill out this Notice of Objection *only* if you wish to object to the Settlement. If you have no objection to the Settlement, you do not have to do anything to receive settlement benefits. Please note, *you cannot submit this Notice of Objection Form, if you submit a Request for Exclusion.* Objecting to the Settlement is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be a part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

This form is to be used only if you wish to object to the Settlement. Settlement Class Members who do not timely make an objection will have waived their right to object to the Settlement.

Please keep in mind, filing a timely objection alone does not preserve your right to appeal a class judgment, the Settlement or attorneys' fees. In order to appeal a class judgment, the Settlement or attorneys' fees, as a party to the record, a class member must either, (1) file a timely complaint in intervention before final judgment, or (2) file an appealable motion to set aside and vacate the class judgment under Code of Civil Procedure § 663.

If you wish to object to the Settlement, you must fill out this Notice of Objection Form in its entirety, sign it, and return it to the Settlement Administrator at the address listed below by First Class U.S. Mail postmarked no later than **[Response Deadline]**. Settlement Class Members who wish to object to the Settlement may appear at the Final Approval Hearing to have your objection heard by the Court.

Kim v. Manna Y & K One, Inc., et al. Settlement
[Settlement Administrator]
[Address]
[City, State Zip, Telephone Number]

Objection:

Please print legibly:

Name: _____ Dates of Employment: _____

Last Four of Social Security # and/or Employee ID #: _____

The Reasons for the Objection: _____

Date: _____

Signature

EXHIBIT C

REQUEST FOR EXCLUSION

Kim v. Manna Y & K One, Inc., et al.
San Diego Superior Court Case No. 37-2017-00024051-CU-OE-CTL

*If you want to remain a member of the Settlement Class and receive an Individual Settlement Payment, you should **not** fill out this form; you are not required to do anything at this time.*

*This form is to be used **only** if you want to exclude yourself from the Settlement.*

If you exclude yourself from the Settlement: (1) you will not share in any recovery paid to Settlement Class Members as a result of the Settlement; (2) you will not be bound by any decision of the Court in the Action; (3) you may not object to the Settlement and (4) you may pursue any claims asserted in the Action that you have against defendants Manna Y & K One, Inc., Manna Y & K Chula Vista, Inc., and Manna Y&K Mira Mesa, Inc. ("Defendants") by filing your own lawsuit.

If you want to request to be excluded from the Settlement, you must fill out this Request for Exclusion in its entirety, sign it, and return it to the Settlement Administrator at the address listed below by First Class U.S. Mail postmarked no later than [Response Deadline].

Kim v. Manna Y & K One, Inc., et al. Settlement
[Settlement Administrator]
[Address]
[City, State Zip, Telephone Number]

Request for Exclusion

I confirm that I have received notice of the proposed Settlement in the Action. I request to be excluded from the Settlement. I understand that by submitting this Request for Exclusion, I will not receive any money or other benefits under the Settlement, and will not be bound by the Settlement, including the release of Released Claims, as more fully described in the Settlement Agreement on file with the Court and Notice of Proposed Class Action Settlement.

Please print legibly:

Name: _____ Phone: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Date: _____

Signature _____