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And SHANG-IL ROH

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

SAM YOO, individually and on behalf of all
others similarly situated,

Plaintiff,

vs.

NGL TRANSPORTATION, LLC, an Arizona
limited liability company; SHANG-IL ROH,
an individual; and DOES 1 through 25,

Defendants.

Case No.: BC682160

Assigned to Hon. Amy D. Hogue

**STIPULATION OF CLASS ACTION
SETTLEMENT**

Case Filed: November 7, 2017

1 **I. INTRODUCTION AND SUMMARY OF SETTLEMENT TERMS**

2 The Parties to this Stipulation of Class Action Settlement are Plaintiff Sam Yoo and
3 Defendants NGL Transportation, LLC and Shang-II Roh. This Action was brought by
4 Plaintiff, individually and on behalf of others who worked for Defendants as drivers. In his
5 Second Amended Complaint, Plaintiff alleges causes of action for: (1) failure to pay wages
6 earned, (2) failure to pay overtime in violation of Labor Code section 510, (3) failure to
7 provide meal periods and rest breaks in violation of the IWC Wage Order and Labor Code
8 sections 226.7 and 512(a), (4) failure to provide compliant wage statements in violation of
9 Labor Code section 226, (5) failure to pay unpaid wages at time of discharge in violation of
10 Labor Code sections 201 and 202, (6) failure to reimburse for necessary expenditures in
11 violation of Labor Code section 2802, (7) unfair business practices in violation of Business &
12 Professions Code sections 17200, et seq., and (8) recovery of civil penalties pursuant to Labor
13 Code sections 2698-2699.5 (“PAGA”).

14 Under the terms of the Settlement and after final approval and entry of judgment
15 pursuant to California Rule of Court 3.769, subject to Paragraph IV.J, Defendants will pay a
16 Gross Settlement Amount not to exceed three hundred and thirty thousand dollars (\$330,000),
17 plus the Employer’s Withholding Share. The Settlement will be administered by a third-party
18 settlement administrator with experience administering class action settlements of this type.
19 Until distribution, the Gross Settlement Amount will be held in a Qualified Settlement Fund
20 established by the Settlement Administrator. This is an opt-out settlement, and Class Members
21 (as defined in Section II) will receive a settlement payment unless they opt-out of the
22 Settlement. Class Members shall not be required to submit a claim form.

23 Subject to Court approval, the following disbursements will be made from the Gross
24 Settlement Amount:

- 25 A. Settlement Administration Costs not to exceed \$8,000.
- 26 B. Class Counsel’s Attorneys’ Fees, to be approved by the Court, in an amount
27 not to exceed \$110,000, which is one-third of the Gross Settlement Amount;

28

1 C. Class Counsel’s Costs, as approved by the Court, in an amount not to exceed
2 \$18,000;

3 D. A Service and Release Award to the Representative Plaintiff in the amount of
4 \$10,000, as payment for his significant time and efforts in pursuing this Action, and for the
5 broader release that he will be providing to Defendants;

6 E. A payment in settlement of all of Plaintiffs’ PAGA claims in the amount of
7 \$10,000. Seventy-five percent (75%) of this amount, which is \$7,500 will be paid to the
8 California Labor and Workforce Development Agency (“LWDA”) and \$2,500, which is 25%
9 will be distributed to all Settlement Class Members as part of the Net Settlement Amount.

10 F. The remainder of the Gross Settlement Amount (the “Net Settlement Amount”)
11 will be distributed to Settlement Class Members based on the methodology discussed in
12 section IV.L, below. It is estimated that the Net Settlement Amount will be approximately
13 \$176,500.

14 Defendants represent that the Class consisted of approximately 65 members who have
15 worked approximately 5,050 work weeks.

16 **II. DEFINITIONS**

17 As used in this Stipulation, the following terms shall have the meanings set forth
18 below:

19 A. “Action” means this putative class and representative action pending in Los
20 Angeles County Superior Court titled *Yoo v. NGL Transportation, LLC*, BC682160.

21 B. “Agreement” or “Stipulation” means this Stipulation of Class Action
22 Settlement.

23 C. “Class” all persons who worked as truck drivers for Defendants and drove
24 company-owned trucks in California during the Class Period.

25 D. “Class Counsel” means Aaron C. Gundzik and Rebecca G. Gundzik,
26 Gartenberg Gelfand Hayton LLP, 15260 Ventura Blvd, Suite 1920, Sherman Oaks, CA 91403,
27 (213) 542-2100 and Daniel M. Holzman, Caskey & Holzman, 24025 Park Sorrento, Ste. 400,
28 Calabasas, CA 91302, (818) 657-1070.

1 E. "Class Counsel's Attorneys' Fees" means the amount to be paid to Class
2 Counsel for attorneys' fees from the Gross Settlement Amount, subject to Court approval at
3 the Final Fairness and Approval Hearing. Class Counsel's Attorneys' Fees will not exceed
4 \$110,000, which is one-third of the Gross Settlement Amount.

5 F. "Class Counsel's Costs" means the amount to be reimbursed from the Gross
6 Settlement Amount to Class Counsel for their reasonable costs and expenses incurred in the
7 Action, subject to Court approval at the Final Fairness and Approval Hearing. Class Counsel's
8 Costs will not exceed \$18,000.

9 G. "Class Data" means each Class Member's full name, last known address, email
10 address, telephone number, social security number and the number of Qualifying Work Weeks
11 worked by such Class Member.

12 H. "Class Member" is a person who is a member of the Class.

13 I. "Class Period" means the period from November 7, 2013 through July 23,
14 2019.

15 J. "Complaint" means the Second Amended Class Action Complaint on file in
16 the Action.

17 K. "Court" means the Superior Court of the State of California, in and for the
18 County of Los Angeles, where the Action is pending.

19 L. "Defendants" means NGL Transportation, LLC ("NGL") and Shang-II Roh
20 ("Roh").

21 M. "Defendants' Counsel" means Stella K. Park, Law Offices of Park & Zheng, 6
22 Venture, Suite 270, Irvine, CA 92618 and S. Young Lim, Park & Lim, 3530 Wilshire
23 Boulevard, Suite 1300, Los Angeles, CA 90010.

24 N. "Effective Date" means the date of entry of the "Final Approval Order," if no
25 objection is filed. If a timely objection to the settlement is filed, the "Effective Date" will be
26 the later of (1) 65 days following entry of the Final Approval Order and (2) if an appeal,
27 review or writ is sought from the Final Approval Order, the date on which (i) the highest
28 reviewing court renders its decision denying the petition or writ challenging the Final

1 Approval Order or renders its decision affirming the Final Approval Order and (ii) the Final
2 Approval Order is no longer subject to review.

3 O. "Employer's Withholding Share" means the employer's mandated share of all
4 federal, state, and local taxes and required withholdings, including without limitation, FICA,
5 Medicare tax, FUTA, and state unemployment taxes.

6 P. "Final Approval Order" means the Order Granting Final Approval of Class
7 Action Settlement and Judgment entered by the Court.

8 Q. "Final Fairness and Approval Hearing" means the hearing on Plaintiff's
9 Motion for Final Approval of Class Action Settlement at which the Court will be asked to give
10 final approval to the Settlement and to enter judgment.

11 R. "Gross Settlement Amount" means the \$330,000, which Defendants will pay
12 under this Settlement. As provided for in Paragraph IV.J of this Agreement, the Gross
13 Settlement will increase if the number of Qualifying Work Weeks exceeds 5,300.

14 S. "Net Settlement Amount" means the amount remaining from the Gross
15 Settlement Amount after payments of Court-approved Class Counsel's Attorney's Fees and
16 Class Counsel's Costs, Service and Release Award, Settlement Administration Costs, and
17 PAGA Payment to the LWDA.

18 T. "Notice of Settlement" means the "Notice of Proposed Class Action Settlement
19 and Final Approval Hearing," the form of which is attached hereto as Exhibit A. The Notice
20 of Settlement sent to each Class Member will be in English and Spanish.

21 U. "Objection to Settlement" means any written objection to this Settlement sent
22 by a Settlement Class Member to the Settlement Administrator as specified herein and in the
23 Notice of Settlement. An Objection to Settlement must be sent to the Settlement Administrator
24 by the Response Deadline.

25 V. "Parties" means the Representative Plaintiff on behalf of himself and all
26 Settlement Class Members and Defendants.

27 W. "PAGA Penalties" means \$10,000 of the Gross Settlement Amount that the
28 Parties have agreed will settle Plaintiffs' PAGA claim for civil penalties. Pursuant to PAGA,

1 75% of the PAGA Civil Penalties, which is \$7,500 will be paid from the Gross Settlement
2 Amount to the LWDA; the remaining 25%, which is \$2,500, will be paid to Settlement Class
3 Members as part of the Net Settlement Amount.

4 X. "Preliminary Approval Date" is the date the Court grants preliminary approval
5 of this Settlement pursuant to California Rule of Court 3.769(c).

6 Y. "Qualified Settlement Fund" or QSF means a federally insured bank account
7 to be established by the Settlement Administrator into which all payments from Defendants
8 related to this Settlement will be deposited and from which all payments authorized by the
9 Court will be made. The QSF will be established prior to Defendant's deposit of any portion
10 of the Gross Settlement Amount.

11 Z. "Qualifying Work Week" means a work week during which a Class Member
12 has worked one or more days for Defendants in a Class position.

13 AA. As determined by the Court, "Released Claims" means all causes of action and
14 factual or legal theories that were alleged in the Complaint or arise from facts alleged in the
15 Complaint, including all damages, penalties, interest and other amounts recoverable under
16 said claims, causes of action or legal theories of relief. The time period governing these
17 Released Claims shall be at any time from November 7, 2013 through July 23, 2019. Claims
18 and damages that were not alleged in the Complaint and do not arise from the facts alleged in
19 the Complaint are specifically excluded from the release.

20 BB. "Released Parties" means Defendants, their past, present and/or future, direct
21 and/or indirect, officers, directors, members, managers, employees, agents, representatives,
22 attorneys, insurers, partners, investors, shareholders, administrators, parent companies,
23 subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, but
24 only as to the Released Claims.

25 CC. "Representative Plaintiff" means Sam Yoo.

26 DD. "Request for Exclusion" means a written and signed request by a Class
27 Member to be excluded from the Settlement Class that is submitted in accordance with the
28 procedure set forth herein by the Response Deadline.

1 EE. "Response Deadline" means the date that is 60 days after mailing of Notices
2 of Settlement. Provided, for Notices of Settlement that are re-mailed to a different address,
3 the Response Deadline will be the earlier of: (1) 60 days after re-mailing, and (2) ten days
4 before the initial date set by the Court for the Final Fairness and Approval Hearing.

5 FF. "Service and Release Award" means the Court-approved payment to be made
6 from the Gross Settlement Amount to the Representative Plaintiff for his service to the Class
7 and for the broader general release that he will be providing to Defendants, which is in addition
8 to whatever payment he is otherwise entitled to receive as a Settlement Class Member. The
9 Service and Release Award will not exceed \$10,000 and the amount is subject to Court
10 approval.

11 GG. "Settlement" means the disposition of the Action and all related claims
12 effectuated by this Agreement.

13 HH. "Settlement Administration Costs" means the fee paid from the Gross
14 Settlement Amount to the Settlement Administrator for the performance of its duties under
15 this Agreement including, but not limited to: (1) establishing and maintaining the QSF; (2)
16 preparing, issuing and/or monitoring reports, filings, and notices (including the cost of
17 translating, printing and mailing all notices and other documents to the Class Members)
18 required to be prepared in the course of administering the Settlement; (3) computing the
19 amount of the settlement payments, taxes, and any other payments to be made under this
20 Agreement; (4) calculating and handling inquiries about the calculation of individual
21 settlement payments; (5) establishing and operating a settlement payment center website,
22 address, and phone number to receive Class Members' inquiries about the Settlement; (6)
23 providing a due diligence declaration for submission to the Court prior to the final approval
24 hearing; (7) printing and providing Settlement Class Members and the Representative
25 Plaintiffs with W-2 and 1099 forms as required under this Agreement and applicable law; (8)
26 preparing, issuing, and filing any tax returns and information returns and any other filings
27 required by any governmental taxing authority or other governmental agency; and (9) for such
28

1 other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to
2 perform. Settlement Administration Costs will not exceed \$8,000.

3 II. "Settlement Administrator" refers to Phoenix Class Action Administration
4 Solutions.

5 JJ. "Settlement Class" means all Class Members who have not timely submitted a
6 valid and complete Request for Exclusion.

7 KK. "Settlement Class Member" is a person who is a member of the Settlement
8 Class.

9 **III. BACKGROUND**

10 During the Class Period, Defendant NGL operated a transportation and trucking
11 business. Plaintiff contends that he and other employees were not always paid for all hours
12 worked, were not provided with compliant meal and rest breaks, were not reimbursed for all
13 business expenditures, were not provided compliant wage statements and were not paid all
14 amounts due at separation. Defendants deny all of Plaintiff's claims and contends that they
15 fully complied with California law as to all Class Members in regard to the claims alleged by
16 Plaintiff.

17 The Parties have undertaken significant investigation and discovery during the
18 prosecution of this Action. Such discovery and investigation included extensively
19 interviewing the Representative Plaintiff and several Class Members, taking and participating
20 in depositions of Defendant and the Class Representative, obtaining and reviewing time and
21 pay records for the Class Representative and a sample of Class Members and obtaining and
22 reviewing policy and other documents produced by Defendants. Counsel for the Parties have
23 researched the law as applied to the facts discovered regarding the alleged claims of the Class
24 and potential defenses thereto, and the potential damages claimed by the Class.

25 The Parties' attorneys have engaged in extensive discussions about the strengths and
26 weaknesses of the claims and defenses in the Action. On June 21, 2018, the Representative
27 Plaintiff and Class Counsel, and Defendants and Defendants' Counsel, attended a mediation
28 session before an experienced and well-regarded mediator, Jeff Krivis. Though the mediation

1 did not result in a settlement, the Parties continued to negotiate and in July 2019 reached an
2 agreement on the principle elements of the Settlement that is memorialized in this Agreement.

3 Plaintiff and Class Counsel have concluded, after considering the sharply disputed
4 factual and legal issues involved in this Action, the risks attending further prosecution, and
5 the substantial benefits to be received pursuant to the compromise and settlement of the Action
6 as set forth in this Agreement, that this Settlement is in the best interests of the Settlement
7 Class and is fair and reasonable.

8 Similarly, Defendants have concluded that there are benefits associated with settling
9 this Action. After considering the sharply disputed factual and legal issues involved in the
10 Action, the expense and burden of protracted litigation, and its desire to put the controversy
11 to rest, Defendants believe that this Settlement is in Defendants' best interests and is fair and
12 reasonable.

13 This Settlement contemplates: (i) entry of an order preliminarily approving the
14 Settlement and approving certification of a provisional Class for settlement purposes only,
15 contingent upon final approval of the Settlement; (ii) dissemination of a notice to Class
16 Members about the settlement; (iii) entry of a Final Approval Order granting final approval
17 of the Settlement; and (iv) entry of final judgment.

18 **IV. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

19 **A. Preliminary Approval of Settlement**

20 As soon as practicable, Class Counsel will submit this Stipulation to the Court for
21 preliminary approval. Such submission will include such motions, pleadings, and evidence
22 as may be required for the Court to determine that this Agreement is fair and reasonable, as
23 required by California Code of Civil Procedure section 382 and California Rule of Court
24 3.769, including a motion filed by Class Counsel requesting that the Court enter a preliminary
25 approval order. Such submission will also include a proposed order. Class Counsel will
26 provide Defendants' Counsel with a draft of the motion for comment at least three court days
27 prior to the deadline for filing such motion. Defendants shall not oppose the motion for
28 preliminary approval of the settlement to the extent it is consistent with the terms and

1 conditions of this Agreement. Defendants may, however, provide a written response to any
2 characterization of the law or facts contained in the motion for preliminary approval.

3 The Parties have agreed to the certification of the Class for the sole purposes of
4 effectuating this Settlement. Should the Settlement be terminated for any reason, or should
5 the Settlement not be approved by the Court or the judgment not become final, the fact that
6 the Parties were willing to stipulate to class certification as part of the Settlement will have no
7 bearing on, and will not be admissible in connection with, the issue of whether a class should
8 be certified in a non-settlement context in this Action, and in any of those events, Defendants
9 expressly reserve the right to oppose class certification. Additionally, if the Settlement does
10 not become final, this Agreement and all negotiations, court orders, and proceedings related
11 thereto shall be without prejudice to the rights of all Parties hereto, and evidence relating to
12 the Agreement and all negotiations shall not be admissible in the Action or otherwise.

13 **B. Cooperation**

14 The Parties agree to fully cooperate with each other to accomplish the terms of this
15 Agreement, including but not limited to, execution of such documents and to take such other
16 reasonably necessary actions to implement the terms of this Agreement. No party, nor any of
17 its attorneys or agents, shall solicit or encourage any Class Member to opt out of or object to
18 the Settlement.

19 **C. Notice of Settlement**

20 Within 10 calendar days of the Preliminary Approval Date, Defendants will provide
21 the Settlement Administrator with the Class Data in an electronic format acceptable to the
22 Settlement Administrator. Defendants or the Settlement Administrator will provide the Class
23 Data (including the total number of Class Member Qualifying Work Weeks), without Class
24 Member names, contact information and social security numbers, to Class Counsel. This
25 information will remain confidential and will not be disclosed to anyone without Defendants'
26 express written authorization, an order of the Court, or as otherwise provided for in this
27 Agreement.

28

1 Using the Class Data, the Settlement Administrator will: (1) advise Class Counsel and
2 Defendants' Counsel of the number of Class Members and Qualifying Work Weeks included
3 in the Class Data, (2) finalize and print the Notice of Settlement in English and Spanish; (3)
4 check all addresses against the National Change of Address database; and (4) within ten
5 calendar days of receiving the Class Data, send to each Class Member via First-Class United
6 States mail an English and Spanish version of the Notice of Settlement to the most recent
7 address known for each Class Member.

8 **D. Re-Sending Class Notices**

9 In the event that Defendants' Counsel or Class Counsel becomes aware of new
10 addresses for any Class Member, prior to the filing of the motion for final approval, such
11 information must immediately be communicated to the Settlement Administrator. The
12 Settlement Administrator will then re-send a Notice of Settlement to the Class Member(s) at
13 the new address.

14 For any Notice of Settlement that is returned as undeliverable, the Settlement
15 Administrator will perform a skip trace. The returned Notices of Settlement will be re-mailed
16 to the new addresses obtained for such Class Members. Such searching and re-mailing will be
17 completed within ten calendar days of the date that Notices of Settlement were originally
18 returned as undeliverable.

19 **E. Requests for Exclusion (Opt-Outs)**

20 Any Class Member who wishes to be excluded from the Settlement must notify the
21 Settlement Administrator in writing of his or her desire to be excluded by mailing his or her
22 own written statement to the Settlement Administrator that clearly expresses such desire and
23 is signed by such Class Member. Any such statement shall include the Class Member's name
24 (and former names, if any), current address, telephone number, and last four numbers of the
25 Class Member's social security number. To be valid, the Request for Exclusion must be
26 postmarked no later than the Response Deadline.

27 Any Class Member who submits a valid and timely Request for Exclusion shall be
28 barred from participating in this Settlement, shall be barred from objecting to this Settlement,

1 shall receive no benefit from this Settlement.

2 Any Class Member who fails to submit a timely, complete, and valid Request for
3 Exclusion shall be barred from opting out of the Settlement. It shall be conclusively presumed
4 that, if a Request for Exclusion is not postmarked on or before the expiration of the period to
5 submit a Request for Exclusion, the Class Member did not make the request in a timely
6 manner. Under no circumstances shall the Settlement Administrator have the authority to
7 extend the deadline for Class Members to file a Request for Exclusion.

8 Unless a Class Member submits a timely, complete, and valid Request for Exclusion,
9 he or she shall be deemed a Settlement Class Member and shall be bound by the terms and
10 conditions of this Agreement. The releases provided for in this Agreement shall conclusively
11 preclude any Settlement Class Member from asserting any of the Released Claims against any
12 of the Released Parties in any judicial, administrative, or arbitral forum.

13 By signing this Agreement, the Representative Plaintiff agrees that he will not request
14 to be excluded from the Class or otherwise opt out of the Class. The Parties, Class Counsel
15 and Defendants' Counsel will not take any steps to encourage any Class Member to request
16 to be excluded from the Class.

17 The Settlement Administrator shall promptly provide Class Counsel and Defendants'
18 Counsel with copies of all Requests for Exclusion that it receives.

19 **F. Declaration of Compliance**

20 On the date to be determined by Class Counsel, the Settlement Administrator shall
21 provide Class Counsel and Defendant's Counsel with a declaration attesting to completion of
22 the notice process set forth in this Section IV, including the number of notices sent and
23 returned, an explanation of efforts to resend undeliverable notices, and copies of all Requests
24 for Exclusion, which declaration shall be filed with the Court by Class Counsel, at the time
25 directed by the Court.

26 **G. Sufficient Notice**

27 Compliance with the procedures described in this Section IV shall constitute due and
28 sufficient notice to Class Members of this Settlement and of the Final Fairness and Approval

1 Hearing, shall satisfy the requirements of due process, and nothing else shall be required of
2 the Representative Plaintiff, Class Counsel, Defendants, Defendants' Counsel, or the
3 Settlement Administrator to provide notice of the Settlement and the Final Fairness and
4 Approval Hearing.

5 **H. Objections to Settlement**

6 **1. Deadline for Objections**

7 Any Class Member wishing to object to the approval of this Settlement shall inform
8 the Settlement Administrator in writing of his or her intent to object by following the
9 procedure set forth in the Notice of Settlement on or before the Response Deadline. A Class
10 Member who does not submit a valid and timely Request for Exclusion and who objects to
11 the Settlement will still be considered a Settlement Class Member.

12 **2. Responses to Objections**

13 Class Counsel and/or Defendants' Counsel shall file any written objections from Class
14 Members submitted to the Settlement Administrator in accordance with this Agreement, and
15 Class Counsel's and Defendants' Counsel's responses to such objections, at least five (5) court
16 days before the Final Fairness and Approval Hearing, or as otherwise directed by the Court.

17 **I. Defendants' Right to Rescind**

18 If more than 13 Class Members opt out of the settlement, Defendants may terminate
19 this settlement. Defendants must exercise its termination right in writing to Class Counsel
20 within 14 days following Defendants' counsel's receipt of information from the Settlement
21 Administrator indicating that the number of opt-outs exceeds this limit. If Defendants exercise
22 this right of rescission, Defendants must pay the all expenses incurred by the Settlement
23 Administrator as of the date of Defendants' notice of rescission.

24 **J. Escalation of Gross Settlement Amount**

25 If, upon Defendant's delivery of the Class Data to the Settlement Administrator, the
26 total number of Class Members' Qualifying Work Weeks exceeds 5,300, Defendants will
27 increase the Gross Settlement Amount by the same percentage that Qualifying Work Weeks
28 exceed 5,300.

1 **K. Final Fairness and Approval Hearing**

2 On the date set by the Court, the Final Fairness and Approval Hearing shall be held
3 before the Court in order to: (1) determine whether the Court should give this Stipulation final
4 approval; (2) determine whether Class Counsel’s application for attorneys’ fees and costs, and
5 request for the Service and Release Award to the Representative Plaintiff, should be granted;
6 and (3) consider any timely Objections to Settlement, including Class Counsel’s and
7 Defendants’ Counsel’s responses thereto. Prior to the hearing, on the deadline set by the
8 Court, Class Counsel shall file a motion for final approval. Class Counsel will provide
9 Defendants’ Counsel with a draft of the motion for comment at least three court days prior to
10 the deadline for filing such motion.

11 Upon final approval, the Court shall enter a Final Approval Order (in a form submitted
12 by Class Counsel and approved by Defendants’ Counsel) which has the effect of adjudicating
13 all claims set forth in the Complaint and implementing the release of Released Claims, as set
14 forth in this Agreement. The Final Approval Order will be posted on the Settlement
15 Administrator’s website. The posting of the Final Approval Order on the Settlement
16 Administrator’s website will constitute notice of entry of the judgment, as required by
17 California Rule of Court 3.771(b).

18 **L. Settlement Payments to Participating Settlement Class Members**

19 **1. Calculation of Settlement Class Members’ Payments**

20 Payment will be made to Settlement Class Members based on the number of
21 Qualifying Work Weeks worked by Settlement Class Members. Each Settlement Class
22 Member’s settlement payment will be calculated using the following formula:

23 **(Individual Settlement Class Member’s Qualifying Work Weeks ÷ All Settlement Class**
24 **Members’ Qualifying Work Weeks) x Net Settlement Amount.**

25 The Settlement Administrator, on Defendants’ and Class Counsel’s collective behalf,
26 shall have the authority and obligation to make payments, credits, and disbursements,
27 including payments and credits in the manner set forth herein, to Settlement Class Members
28

1 calculated in accordance with the methodology set out in this Agreement and orders of the
2 Court.

3 The Parties acknowledge and agree that the formula used to calculate individual
4 settlement payments does not imply that all the elements of damages alleged in the Action are
5 not being considered. The above formula was devised as a practical and logistical tool to
6 simplify the settlement process.

7 **2. Inclusion of Qualifying Work Weeks and Estimated Settlement**
8 **Payment Information in Notice of Settlement**

9 The Notice of Settlement sent to each Class Member shall state the amount of the Class
10 Member's Qualifying Work Weeks, as reflected in the Class Data. Each Notice of Settlement
11 shall also include an estimate of the Class Member's settlement payment as a member of the
12 Settlement Class, as calculated by the Settlement Administrator. The estimated settlement
13 payment included in the Notice of Settlement will be calculated by assuming that no Class
14 Members will be excluded from the Settlement.

15 **3. Eligibility**

16 Settlement Class Members (but not Class Members who exclude themselves (or opt-
17 out) of the Settlement), will become eligible to receive a settlement payment from Defendants,
18 distributed through the Settlement Administrator.

19 Should any question arise regarding the determination of eligibility for, or the amounts
20 of, any settlement payments under the terms of this Agreement, Class Counsel and
21 Defendants' Counsel shall meet and confer in an attempt to reach agreement and, if they are
22 unable to do so, the issue shall be submitted to the Court for determination on an expedited
23 basis, through the submission of letter briefs of no more than three pages.

24 **4. Disputes about Qualifying Work Weeks**

25 If a Class Member disagrees with the number of Qualifying Work Weeks, as stated in
26 his or her Notice of Settlement, he or she may dispute such information by informing the
27 Settlement Administrator of the number of Qualifying Work Weeks in dispute and submitting
28 supporting documentation (such as, without limitation, payroll or time keeping records, and

1 paycheck stubs) prior to the Response Deadline. If there is a dispute, the Settlement
2 Administrator will consult with Class Counsel and Defendants' Counsel to determine whether
3 an adjustment is warranted. However, the Settlement Administrator shall have the sole
4 discretion to determine any such disputes.

5 **5. Allocation of Settlement Payments**

6 Payment to each Settlement Class Member shall be allocated as follows: one-third
7 shall be attributed to wages, to be reported on a W-2 form; one-third as penalties; and one-
8 third as interest. The amount of interest and penalties will be reported on an IRS Form 1099.

9 **6. Payment of Payroll Taxes**

10 The amount paid to each Settlement Class Member attributable to wages shall be
11 subject to all applicable taxes and other withholdings and shall be net of the participating
12 Settlement Class Member's share of all federal, state, and local taxes and required
13 withholdings, including without limitation, FICA, Medicare tax, FUTA, and state
14 unemployment taxes. The Employer's Withholding Share shall be paid by Defendants
15 separately and in addition to Defendants' payment of the Gross Settlement Amount.

16 For each participating Settlement Class Member, the Settlement Administrator shall
17 determine the Employer's Withholding Share. Information related to the Employer's
18 Withholding Share for each participating Settlement Class Member shall be provided to
19 Defendants by the Settlement Administrator. If Defendants disagree with the Settlement
20 Administrator's determination of the Employer's Withholding Share, they will communicate
21 with and share information reasonably necessary to reach a good faith determination of the
22 correct Employer's Withholding Share.

23 **M. Time for Payment by Defendants**

24 Defendants shall pay the Gross Settlement Amount, including any escalated amount
25 pursuant to Paragraph IV.J, in 24 equal monthly installments. If the Gross Settlement Amount
26 does not escalate, the monthly installments shall be in the amount of \$13,750 each. The first
27 such installment was made by Defendants on August 30, 2019. The 23 subsequent
28 installments shall be paid on or before the 30th day of each month, beginning on September

1 30, 2019. If the 30th day of any month falls on a Saturday, Sunday or United States banking
2 holiday, the installment shall be due on the first Monday or day that is not a banking holiday
3 following the 30th day of the month. Defendants shall pay the required portion of the
4 Employer's Withholding Share at least 15 calendar days prior to each distribution of
5 settlement proceeds, as specified in Paragraph IV.N.1, 2 of this Agreement.

6 If the Settlement is terminated for any reason other than Defendants' failure to make
7 timely payments to satisfy the Gross Settlement Amount, all payments made by Defendants
8 toward the Gross Settlement Amount shall be immediately returned to Defendants, less any
9 Settlement Administration Costs owed by Defendants.

10 **N. Distribution of Gross Settlement Amount.**

11 All payments to Settlement Class Members (for individual settlement payments),
12 Class Counsel (for Class Counsel's Fees and Class Counsel's Costs), Representative Plaintiffs
13 (for individual settlement payments and Service and Release Awards), the LWDA (for 75%
14 of the PAGA Civil Penalties) and the Settlement Administrator (for the Settlement
15 Administration Costs) shall be made in two installments as follows.

16 1. On the later of: (a) the Effective Date; and (b) ten days after the date
17 that 50% of the Gross Settlement Amount has been paid by Defendants, the Settlement
18 Administrator will distribute the first \$165,000 of the Gross Settlement Amount (along
19 with the required amount of the Employer's Withholding Share) in pro-rata amounts
20 to all Settlement Class Members, Class Counsel, Representative Plaintiffs the
21 Settlement Administrator and the LWDA.

22 2. On the later of: (a) the Effective Date; and (b) ten days after the date
23 that the remainder of the Gross Settlement Amount has been paid by Defendants, the
24 Settlement Administrator will distribute the first \$165,000 of the Gross Settlement
25 Amount (along with the required amount of the Employer's Withholding Share) in
26 pro-rata amounts to all Settlement Class Members, Class Counsel, Representative
27 Plaintiffs the Settlement Administrator and the LWDA.

28

1 **O. Service and Release Award to the Representative Plaintiff**

2 The Representative Plaintiff may request a Service and Release Award not to exceed
3 \$10,000. Any such award must be approved by the Court and will be paid from the Gross
4 Settlement Amount. Any amount disallowed by the Court will remain a portion of the Net
5 Settlement Amount and be distributed in accordance with the terms of this Stipulation and the
6 Parties agree that the settlement shall remain binding with such modification(s) and its terms
7 will otherwise be unchanged.

8 The payment of the Service and Release Awards will be reported on an IRS Form
9 1099. The Representative Plaintiff shall be responsible for all portions of federal, state, and
10 local tax liabilities that may result from the payment of the Service and Release Award and
11 agree that Defendants shall bear no responsibility for any such tax liabilities.

12 **P. Payments to the California Labor and Workforce Development Agency**

13 The parties have allocated a total of \$10,000 as PAGA Civil Penalties. Such allocation
14 must be approved by the Court and will be paid from the Gross Settlement Amount. Seventy-
15 five percent of the PAGA Civil Penalties, which is \$7,500, will be paid to the LWDA. The
16 other 25% (\$2,500) will be paid to all Settlement Class Members as part of the Net Settlement
17 Amount.

18 **Q. The Settlement Administrator's Duties and Fees**

19 The Settlement Administrator will perform the duties specified in this Stipulation and
20 any other duties incidental to such obligations. The Settlement Administrator's duties shall
21 include, without limitation: establishing the QSF, preparing, translating and distributing the
22 Notice of Settlement; calculating and directing the disbursement of payments to Settlement
23 Class Members, Class Counsel, the Class Representative and the LWDA; calculating and
24 timely paying any and all payroll taxes from the wages portion of the Net Settlement Amount
25 to the appropriate tax authorities, as required under this Agreement and applicable law;
26 handling inquiries about the calculation of individual settlement payments; preparing and
27 filing any tax returns and information returns and any other filings required by any
28 governmental taxing authority or other governmental agency; providing weekly status reports

1 to the Parties' counsel; advising Defendants and Class Counsel of any Class Members who
2 submit objections and/or requests for exclusions from the Settlement; providing a declaration
3 for submission to the Court prior to the final approval hearing, after distributions have been
4 made and as otherwise ordered by the Court; printing and providing Settlement Class
5 Members and Representative Plaintiffs with W-2 and 1099 forms as required under this
6 Agreement and applicable law; arranging for and remitting funds from any uncashed
7 settlement payment to the designated recipient, as determined by the Court; and for such other
8 tasks as the Parties mutually agree or the Court orders the Settlement Administrator to
9 perform.

10 The Settlement Administrator shall establish a settlement payment center address,
11 telephone number, facsimile number, and email address to receive Class Members' inquiries
12 about the Notice of Settlement, requests to be excluded from the Settlement and settlement
13 payments.

14 In addition, the Settlement Administrator shall establish a static website and post this
15 stipulation, any preliminary approval order and the Final Approval Order and Judgment.
16 Posting of the Final Approval Order and Judgment on such website shall constitute notice of
17 judgment to the Class, as required by California Rule of Court 3.771(b).

18 The Parties confirm, and Class Counsel and Defendants' Counsel confirm that they do
19 not have any financial interest in the Settlement Administrator or otherwise have a relationship
20 with the Settlement Administrator that could create a conflict of interest.

21 The Settlement Administrator will be paid a fee not to exceed \$8,000 for its services,
22 as specified in this Stipulation. The Settlement Administration Costs must be approved by the
23 Court and will be paid out of the Gross Settlement Amount.

24 **R. Class Counsel Attorneys' Fees and Costs**

25 Defendants will not oppose Class Counsel's application for an award of attorneys' fees
26 of up to \$110,000, which is one-third of the Gross Settlement Amount.

27 Defendants will not oppose Class Counsel's application for an award of their
28 reasonable litigation expenses and costs in an amount not to exceed \$18,000.

1 Class Counsel’s Attorney’s Fees and Class Counsel’s Costs, as awarded by the Court,
2 shall be paid from the Gross Settlement Amount.

3 To the extent the Court does not approve any or the entire amount of Class Counsel’s
4 Attorney’s Fees or Class Counsel’s Costs, and Class Counsel does not seek review of such
5 decision, such unapproved amounts shall remain part of the Net Settlement Amount and
6 distributed in accordance with the provisions of this Stipulation.

7 Upon the payment of the Court-approved amount of Class Counsel’s Attorneys’ Fees
8 and Class Counsel’s Costs, and except as otherwise provided by this Stipulation, Class
9 Counsel waives any claim to costs and attorneys’ fees and expenses against Defendants arising
10 from or related to the Action, including but not limited to claims based on the California Labor
11 Code, the California Code of Civil Procedure, or any other statute or law. Provided, however,
12 nothing in this Agreement shall prevent Class Counsel from seeking additional fees for
13 enforcing the terms of this Stipulation and investigating and recovering amounts owed under
14 this Agreement.

15 **S. Un-negotiated Settlement Payment Checks**

16 If any Settlement Class Member’s settlement payment check has not been negotiated
17 sixty (60) days after disbursement, the Settlement Administrator shall attempt to contact each
18 individual to advise them to cash their checks, and to offer to replace any checks reported as
19 either lost or stolen. In attempting to contact such persons, the Settlement Administrator will
20 send notices by email (if an email address has been provided) and mail to the individuals’ last
21 known addresses (as provided by Defendants) after first checking those addresses against the
22 NCOA database and utility database.

23 If a Settlement Class Member’s check is not cashed within 180 days, the check will be
24 void and a stop payment order may be placed on the check. In such event, the Settlement
25 nevertheless will be binding upon the Settlement Class Member. The funds represented by all
26 uncashed settlement checks will be transmitted by the Settlement Administrator to the
27 California State Controller’s Office Unclaimed Property Fund in the name of the individual
28 Settlement Class Member.

1 **T. Circular 230 Disclaimer**

2 Each party to this Agreement (for purposes of this section, the “Acknowledging
3 Party”; and each party to this Agreement other than the Acknowledging Party, and “Other
4 Party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written
5 communication or disclosure between or among the Parties or their attorneys and other
6 advisers, is or was intended to be, nor shall any such communication or disclosure constitute
7 or be construed or be relied upon as, tax advice within the meaning of United States Treasury
8 Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has
9 relied exclusively upon his, her, or its own, independent legal and tax advisers for advice
10 (including tax advice) in connection with this Agreement, (b) has not entered into this
11 Agreement based upon the recommendation of any other party or any attorney or advisor to
12 any other party, and (c) is not entitled to rely upon any communication or disclosure by any
13 attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
14 Acknowledging Party; and (3) no attorney or adviser to any other party has imposed any
15 limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies
16 (regardless of whether such limitation is legally binding) upon disclosure by the
17 Acknowledging Party of the tax treatment or tax structure of any transaction, including any
18 transaction contemplated by this Agreement.

19 **V. LIMITATIONS ON USE OF THIS SETTLEMENT**

20 **A. No Admission of Liability**

21 Neither the acceptance nor the performance by Defendants of the terms of this
22 Stipulation nor any of the related negotiations or proceedings is or shall be claimed to be,
23 construed as, or deemed a precedent or an admission by Defendants of the truth or merit of
24 any allegations in the Complaint, or that they have any liability to any of the Representative
25 Plaintiff or the Class Members on their claims. Defendants deny that they have engaged in
26 any unlawful activity, have failed to comply with the law in any respect, or have any liability
27 to anyone under the claims asserted in the Action. This Agreement is entered into solely for
28 the purpose of compromising highly disputed claims.

1 **B. Nullification**

2 If the Court for any reason does not approve this Settlement, this Stipulation shall be
3 null and void and all Parties to this Settlement shall stand in the same position, without
4 prejudice, as if the Settlement had been neither entered into nor filed with the Court.

5 Invalidation of any material portion of this Stipulation shall invalidate this Settlement
6 in its entirety unless the Parties shall agree in writing that the remaining provisions shall
7 remain in full force and effect.

8 **VI. RELEASE**

9 It is the desire of the Representative Plaintiff, Class Members (except those who
10 exclude themselves from the Settlement), and Defendants to fully, finally, and forever settle,
11 compromise, and discharge the Released Claims. Upon entry of the Final Approval Order and
12 Defendants' payment of the Gross Settlement Amount and Employer's Withholding Share,
13 and except as to such rights or claims as may be created by this Settlement Agreement, the
14 Class Members, on behalf of themselves, and each of their heirs, representatives, successors,
15 assigns, and attorneys, shall be deemed to have, and by operation of the final judgment shall
16 have, fully released and discharged the Released Parties from any and all Released Claims
17 that accrued during the Class Period. This release shall be binding on all Class Members who
18 have not timely submitted a valid and complete Request for Exclusion, including each of their
19 respective attorneys, agents, spouses, executors, representatives, guardians ad litem, heirs,
20 successors, and assigns, and shall inure to the benefit of the Released Parties.

21 **VII. RELEASES BY THE REPRESENTATIVE PLAINTIFFS**

22 Upon entry of the Final Approval Order and Defendants' payment of the Gross
23 Settlement Amount and Employer's Withholding Share, and except as to such rights or claims
24 as may be created by this Settlement Agreement, the Representative Plaintiff releases the
25 Released Parties from any and all known claims.

26 The Representative Plaintiff agrees that, notwithstanding section 1542 of the
27 California Civil Code, all claims that the Representative Plaintiff may have, known or
28 unknown, suspected or unsuspected, are hereby released. Section 1542 provides:

1 **“A general release does not extend to claims that the creditor or releasing**
2 **party does not know or suspect to exist in his or her favor at the time of**
3 **executing the release and that, if known by him or her, would have**
4 **materially affected his or her settlement with the debtor or released**
5 **party.”**

6 The Representative Plaintiff expressly waives the provisions of section 1542 with full
7 knowledge and with the specific intent to release all known or unknown, suspected or
8 unsuspected, claims arising on or before the Effective Date of the Settlement, and therefore
9 specifically waives the provisions of any statute, rule, decision, or other source of law of the
10 United States or of any state of the United States or any subdivision of a state which prevents
11 the release of unknown claims.

12 **VIII. MISCELLANEOUS PROVISIONS**

13 **A. Amendments**

14 This Settlement Agreement may only be modified or changed by a writing signed by
15 the Parties or by their counsel.

16 **B. Integrated Agreement**

17 After this Stipulation is signed and delivered by all Parties to the Action and their
18 counsel, this Stipulation and its exhibits will constitute the entire agreement between the
19 Parties to the Action relating to the Settlement, and it will then be deemed that no oral
20 representations, warranties, covenants, or inducements have been made to any Party
21 concerning this Stipulation or its exhibits other than the representations, warranties,
22 covenants, and inducements expressly stated in this Stipulation and its exhibits.

23 **C. No Inducements**

24 The Parties acknowledge that they are entering into this Agreement as a free and
25 voluntary act without duress or undue pressure or influence of any kind or nature whatsoever
26 and that they have not relied on any promises, representations, or warranties regarding the
27 subject matter hereof other than as set forth in this Stipulation.

28 **D. No Prior Assignment**

 The Parties hereto represent, covenant, and warrant that they have not directly or
 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to

1 any person or entity any portion of any liability, claim, demand, action, cause of action, or
2 rights herein released and discharged except as set forth herein.

3 **E. No Retaliation or Advice**

4 Defendants agree not to retaliate against any Class Member, and Defendants will not
5 induce or offer any advice to any current or former employee to opt out of, or object to, the
6 Settlement.

7 **F. Attorney's Fees**

8 To the extent that any Party institutes any legal action or other proceeding to enforce
9 the terms of the Settlement, the prevailing Party will be entitled to recover reasonable
10 attorneys' fees and costs from the other Party or Parties.

11 **G. Applicable Law**

12 All terms and conditions of this Stipulation and its exhibits will be governed by and
13 interpreted according to the laws of the State of California, without giving effect to any
14 conflict of law principles or choice of law principles.

15 **H. Entry of Judgment Pursuant to Terms of Settlement**

16 The Parties agree that upon the Settlement of this case, the Court may enter judgment
17 pursuant to the terms of this Settlement and the Court will retain jurisdiction over the Parties
18 to enforce the Settlement until performance in full of the terms of the Settlement.

19 **I. Notices**

20 All notices, requests, demands and other communications required or permitted to be
21 given pursuant to this Agreement shall be in writing, and shall be delivered personally or by
22 first class mail to Class Counsel or Defendants' Counsel at their respective addresses as set
23 forth on the first page of this Agreement or at any new address as to which counsel have
24 advised the Court and the other Parties.

25 **J. Binding on Successors**

26 This Agreement shall be binding and shall inure to the benefit of the Parties to the
27 Action and their respective successors, assigns, executors, administrators, heirs, and legal
28 representatives.

1 **K. Counterparts**

2 This Stipulation, and any amendments hereto, may be executed in any number of
3 counterparts, each of which when executed and delivered shall be deemed to be an original
4 and all of which taken together shall constitute the same instrument.

5 **L. Warranties and Representations**

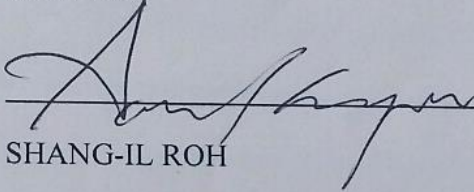
6 With respect to themselves, each of the Parties to this Action and or their agent or
7 counsel represents, covenants, and warrants that they have full power and authority to enter
8 into and consummate all transactions contemplated by this Stipulation and have duly
9 authorized the execution, delivery, and performance of this Stipulation.

10 **M. Representation by Counsel**

11 The Parties to this Action acknowledge that they have been represented by counsel
12 throughout all negotiations that preceded the execution of this Stipulation, and that this
13 Stipulation has been executed with the consent and advice of counsel.

14
15 Dated: September 26, 2019

SAM YOO



16
17 Dated: September __, 2019

SHANG-IL ROH

18
19
20 Dated: September __, 2019

NGL TRANSPORTATION, LLC

By Shang-Il Roh, its President

21
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23 Approved as to form:

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25 Dated: September __, 2019

LAW OFFICES OF PARK & ZHENG

26
27 By: _____
Stella K. Park

Attorneys for Defendants, NGL Transportation, LLC
and Shang Il Roh, individually

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Dated: September __, 2019

SAM YOO

Dated: September 26, 2019

SHANG-IL ROH



Dated: September 26, 2019

NGL TRANSPORTATION, LLC



By Shang-Il Roh, its President

Approved as to form:

Dated: September 26, 2019

LAW OFFICES OF PARK & ZHENG



By:

Stella K. Park

Attorneys for Defendants, NGL Transportation, LLC and Shang Il Roh, individually

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Dated: September 30, 2019

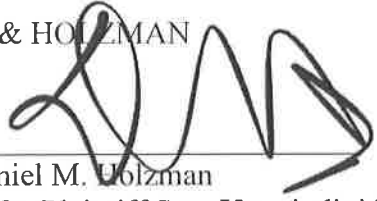
GARTENBERG GELFAND HAYTON LLP



Aaron C. Gundzik
Attorneys for Plaintiff Sam Yoo, individually and on
behalf of all others similarly situated

Dated: ~~September 19~~ September 20, 2019

CASKEY & HOLZMAN



Daniel M. Holzman
Attorneys for Plaintiff Sam Yoo, individually and on
behalf of all others similarly situated