

FILED

Superior Court of California  
County of San Francisco

JUL 26 2022

CLERK OF THE COURT

BY: Clara Gomez  
Deputy Clerk



SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 613

VANESSA BUSTOS; REZELLE BUSTOS; and  
all others similarly situated,

Plaintiff,

v.

COFFEE MEETS BAGEL, INC.; ARUM  
KANG; DAWOON KANG; and DOES 1-60  
inclusive,

Defendants.

Case No. CGC-19-575734

ORDER GRANTING UNOPPOSED MOTION  
FOR FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT AND PAGA SETTLEMENT

Plaintiffs and Defendant have entered into the Amended Joint Stipulation of Class Action Settlement and Release ("Settlement Agreement")<sup>1</sup> attached here as **Exhibit A**, which was preliminarily approved by the Court on March 30, 2022. Notice was provided to the putative class, with a high rate of success, and no objections to the settlement have been made by putative class members. Before the Court are (1) Plaintiffs' unopposed motion for final approval of the settlement and (2) a motion for attorney's fees, costs, and service awards (addressed by concurrent order). After reviewing and considering all of the briefing and evidence, as well as the records and pleadings on file in this action, the Court

<sup>1</sup> This Order hereby incorporates by reference the definitions of the Settlement Agreement as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement.

1 **VACATES** the hearing set for August 2, 2022 at 2:00 p.m. and **GRANTS** the motion for final approval  
2 as follows:

3 1. The Court has jurisdiction over this matter and venue is proper.

4 2. The manner and form of the notice as previously approved and ordered by the Court in its  
5 order granting preliminary approval was reasonably calculated to fully and accurately inform members of  
6 the Settlement Class of all material elements of the settlement and of their opportunity to object or  
7 comment thereon or to exclude themselves from the Settlement Class, was the best notice practicable  
8 under the circumstances, was valid, due, and sufficient notice to all members of the Settlement Class, and  
9 complied fully with California law and due process.

10 3. The provision of notice to the putative class substantially complied with the Court's order  
11 granting preliminary approval and, in fact, reached nearly all putative class members.

12 4. This action is certified as a class action for settlement purposes pursuant to California  
13 Code of Civil Procedure section 382 and California Rule of Court 3.769. The Settlement Class is  
14 defined as follows:

15 All individuals who have worked for Defendant Coffee Meets Bagel, Inc. in the four  
16 years from May 6, 2015 and who were classified as independent contractors at any time  
17 and all individuals who have worked for Defendant Coffee Meets Bagel, Inc. in the four  
18 years from May 6, 2015 and who were classified as salaried or exempt employees at any  
19 time excluding officers, directors, individuals defendants, attorneys or advisors.

20 5. The Court approves the Settlement Agreement, including the Class Settlement  
21 Amount of \$230,000, as fair, adequate, and reasonable. There are no objections to the Settlement  
22 Agreement and its final approval.

23 6. The Court appoints Daniel Berko of the Law Office of Daniel Berko and Carlos  
24 Jato of the Law Office of Carlos Jato as Class Counsel for the Settlement Class.

25 7. The Court appoints named plaintiffs Vanessa Bustos and Rezelle Bustos as class  
26 representatives for the Settlement Class.

27 8. The Court approves and appoints Phoenix Settlement Administrators ("Phoenix") as the  
28 settlement administrator and directs it to continue to carry out all duties and responsibilities of  
administration consistent with the Settlement Agreement and orders of this Court. The Court approves

1 payment to Phoenix of administration expenses in the amount of **\$5,500**.

2 9. Phoenix shall disburse all amounts in accordance with the terms of the Settlement  
3 Agreement, this order, and the concurrent Order Granting Motion for Attorney's Fees, Costs, and Service  
4 Awards. Such disbursements shall include (but are not limited to) the Labor and Workforce Development  
5 Agency Payment of \$22,500 as set forth in paragraph 14 of the Settlement Agreement.

6 10. Upon the Effective Date, Plaintiffs and each member of the Settlement Class who did not  
7 submit a valid request for exclusion shall be deemed to have, and by operation of this Order shall have,  
8 finally and forever released all Released Claims against the Released Parties in accordance with the terms  
9 of the Settlement Agreement, whether or not such member of the Settlement Class shares in the Class  
10 Settlement Amount, and whether or not such member of the Settlement Class objected to the Settlement.

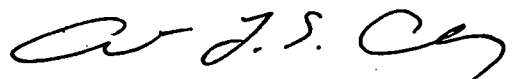
11 11. Class Counsel are directed to submit a copy of this Order, and the Judgment, filed  
12 concurrently herewith, to the LWDA within ten days of this Order.

13 12. The Court sets a Compliance Hearing for **December 8, 2022 at 2:00 p.m.** in Department  
14 613 of this Court. On or before **December 1, 2022**, Class Counsel and Phoenix shall submit a summary  
15 accounting, identifying distributions made as ordered herein, the number and value of any uncashed  
16 settlement checks, the status of any unresolved issues, if any, and any other matters appropriate to bring to  
17 the Court's attention.

18 13. Without affecting the finality of this Order in any way, this Court retains continuing  
19 jurisdiction over implementation of this Settlement Agreement, any award or distribution of the Class  
20 Settlement Amount, and all Parties hereto for the purpose of construing, enforcing, and administering the  
21 Settlement Agreement.

22  
23 IT IS SO ORDERED.

24 Dated: July 26, 2022



25 ANDREW Y.S. CHENG  
26 Judge of the Superior Court  
27  
28

# **EXHIBIT A**

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Attorneys for Plaintiff  
VANESSA BUSTOS, REZELLE BUSTOS,  
and all others similarly situated

IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

VANESSA BUSTOS and all others similarly  
situated,

Plaintiff,

vs.

COFFEE MEETS BAGEL, INC.; ARUM  
KANG; DAWOON KANG and DOES 1-60  
inclusive,

Defendants.

Case No. CGC-19-575734

Action Filed: May 6, 2019

**AMENDED JOINT STIPULATION OF  
CLASS ACTION SETTLEMENT AND  
RELEASE**

Hon. Andrew Y. S. Cheng

1     **AMENDED JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2             This Amended Joint Stipulation of Class Action Settlement and Release (“Settlement” or  
3     “Settlement Agreement”) is made and entered into by and between Plaintiffs Vanessa Bustos and Rezelle  
4     Bustos (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly  
5     situated and Vanessa Bustos as PAGA representative, and Defendants Coffee Meets Bagel, Inc., Arum  
6     Kang, and Dawoon Kang (collectively “Defendants”) (“Defendants” and “Plaintiffs” shall collectively be  
7     the “Parties”).

8                             **DEFINITIONS**

9             The following definitions are applicable to this Settlement Agreement. Definitions contained  
10    elsewhere in this Settlement Agreement will also be effective:

11            1.       “Action” means *Bustos, et al. v. Coffee Meets Bagel, Inc., et al.*, Case No. CGC-19-  
12    575734 (Superior Court of California, County of San Francisco).

13            2.       “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and  
14    approved by the Court for Class Counsel’s litigation and resolution of the Action and the PAGA  
15    representative claim, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the  
16    Action, including but not limited to fees and expenses of experts, investigation expenses, postage,  
17    telephone, and photocopying charges, costs associated with documenting the Settlement, providing any  
18    notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement,  
19    administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel  
20    will request attorneys’ fees not in excess of one-third (1/3) of the Class Settlement Amount, or Seventy-  
21    Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$76,666.67).

22            3.       “Class Counsel” means Daniel Berko, Law Office of Daniel Berko, 819 Eddy Street, San  
23    Francisco, California 94109 and Carlos Jato, Law Office of Carlos Jato, 819 Eddy Street, San Francisco,  
24    California 94109.

25            4.       “Class List” means a complete list of the 60 Class Members that Defendants will  
26    diligently and in good faith compile from their records and provide to the Settlement Administrator and to  
27    Class Counsel within twenty-one (21) calendar days after Preliminary Approval of this Settlement. The  
28    Class List will be formatted in Microsoft Office Excel and will include each Class Member’s full name;

1 most recent mailing address and telephone number; Social Security number; dates of employment; the  
2 respective number of Workweeks that each Class Member worked during the Class Period; and any other  
3 relevant information needed to calculate settlement payments (i.e. the category of the class member  
4 whether he/she is customer support, office manager, software engineer, marketing, recruiter, writer, or  
5 event organizer). The Class List with Class Members' names, job titles, and number of Workweeks  
6 worked is attached as **Exhibit B**.

7 5. "Class Member(s)" or "Settlement Class" means:

8 5(a) All individuals who have worked for Defendant Coffee Meets Bagel, Inc. in  
9 the four years from May 6, 2015 and who were classified as independent  
10 contractors at any time.

11 5(b) All individuals who have worked for Defendant Coffee Meets Bagel, Inc. in  
12 the four years from May 6, 2015 and who were classified as salaried or  
13 exempt employees at any time.

14 5(c) Class Member excludes any officer or individual defendant.

15 6. "Class Period" means the period from May 6, 2015 to the date of Preliminary Approval.

16 7. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiffs  
17 in recognition of their effort and work in prosecuting the Action on behalf of Class Members, and for  
18 their general release of claims. Subject to the Court granting final approval of this Settlement Agreement  
19 and subject to the exhaustion of any and all appeals: (a) Plaintiff Vanessa Bustos will request Court  
20 approval of a Class Representative Enhancement Payment of Two Thousand Five Hundred Dollars  
21 (\$2,500); and (b) Plaintiff Rezelle Bustos will request Court approval of a Class Representative  
22 Enhancement Payment of One Thousand Dollars (\$1,000). The Enhance Payments are not tethered to  
23 Plaintiffs' general releases.

24 8. "Class Settlement Amount" means the Class Settlement Amount of Two Hundred Thirty  
25 Thousand Dollars (\$230,000), to be paid by Defendants in full satisfaction of all Released Claims arising  
26 from the Action, which includes all Individual Settlement Payments to Participating Class Members,  
27 Attorneys' Fees and Costs to Class Counsel, the Class Representative Enhancement Payment to  
28 Plaintiffs, the Labor and Workforce Development Agency Payment, and Settlement Administration Costs

1 to the Settlement Administrator. This Class Settlement Amount has been agreed to by Plaintiffs and  
2 Defendants based on the aggregation of the agreed-upon settlement value of individual claims. In no  
3 event will Defendants be liable for more than the Class Settlement Amount except as otherwise explicitly  
4 set forth herein. There will be no reversion of the Class Settlement Amount to Defendants. Defendants  
5 will be separately responsible for any employer payroll taxes required by law, including the employer  
6 FICA, FUTA, and SDI contributions, which shall not be paid from the Class Settlement Amount.

7 9. "Court" means the Superior Court of California, County of San Francisco.

8 10. "Defendants" means Defendants Coffee Meets Bagel, Inc., Arum Kang, and Dawoon  
9 Kang.

10 11. "Effective Date" means the later of: (i) if no timely objections are filed, or are withdrawn  
11 prior to Final Approval, then the date of Final Approval; or (ii) if a Class Member files an objection to the  
12 Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of Final Approval,  
13 provide no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, then the  
14 Effective Date will be the date of final resolution of that appeal (including any requests for rehearing  
15 and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

16 12. "Final Approval" means the date on which the Court enters an order granting final  
17 approval of the Settlement Agreement.

18 13. "Individual Settlement Payment" means each Participating Class Member's respective  
19 share of the Net Settlement Amount.

20 14. "Labor and Workforce Development Agency Payment" means the amount that the  
21 Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") in connection  
22 with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").  
23 The Parties have agreed that Thirty Thousand Dollars (\$30,000) of the Class Settlement Amount will be  
24 allocated to the resolution of Class Members' claims arising under PAGA. Pursuant to PAGA, Seventy-  
25 Five Percent (75%), or Twenty-two Thousand Five Hundred Dollars (\$22,500.00), of the PAGA  
26 Settlement Amount will be paid to the California Labor and Workforce Development Agency, and  
27 Twenty-Five Percent (25%), or Seven Thousand Five Hundred Dollars (\$7,500.00), of the PAGA  
28 Settlement Amount will be included in the Net Settlement Amount.



1           15.     “Net Settlement Amount” means the portion of the Class Settlement Amount remaining  
2 after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the  
3 Labor and Workforce Development Agency Payment, and Settlement Administration Costs. The Net  
4 Settlement Amount will be distributed to Participating Class Members. There will be no reversion of the  
5 Net Settlement Amount to Defendants.

6           16.     “Notice of Objection” means a Class Member’s valid and timely written objection to the  
7 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector’s full  
8 name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection  
9 accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other  
10 documents upon which the objection is based; and (iv) a statement whether the objector intends to appear  
11 at the final fairness hearing. Any Class Member who does not submit a timely written objection to the  
12 Settlement, or who fails to otherwise comply with the specific and technical requirements of this section,  
13 will be foreclosed from objecting to the Settlement and seeking any adjudication or review of the  
14 Settlement, by appeal or otherwise.

15           17.     “Notice Packet” means the Notice of Class Action Settlement, substantially in the form  
16 attached as **Exhibit A**.

17           18.     “Parties” means Plaintiffs and Defendants collectively.

18           19.     “Participating Class Members” means all Class Members who do not submit timely and  
19 valid Requests for Exclusion.

20           20.     “Plaintiffs” means Plaintiff Vanessa Bustos and Plaintiff Rezelle Bustos.

21           21.     “Preliminary Approval” means the Court order granting preliminary approval of the  
22 Settlement Agreement.

23           22.     “Released Claims” means all claims, rights, demands, liabilities, and causes of action,  
24 arising from, or related to, the same set of operative facts as those set forth in the operative complaint,  
25 including: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all  
26 claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination  
27 based on the preceding claims; (v) all claims for the failure to timely pay wages during employment  
28 based on the preceding claims; (vi) all claims for wage statement violations based on the preceding

1 claims; (vii) all claims for unpaid sick leave based on the preceding claims; (viii) all claims asserted  
2 through California Business & Professions Code §§ 17200 *et seq.*, and California Labor Code §§ 2698 *et*  
3 *seq.* based on the preceding claims; and (ix) all claims asserted through California Labor Code § 558.1  
4 based on the preceding claims. The Enhancement Payments are not tethered to Plaintiffs' general releases.

5 23. "Released Parties" means Defendants, their past or present officers, directors,  
6 shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants,  
7 insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates,  
8 parents and attorneys, if any.

9 24. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a  
10 request to be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name,  
11 address, telephone number and last four digits of the Social Security Number of the Class Member  
12 requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement  
13 Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement;  
14 and (v) be emailed, faxed or postmarked on or before the Response Deadline.

15 25. "Response Deadline" means the deadline by which Class Members must postmark or fax  
16 to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection to the  
17 Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial  
18 mailing of the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day  
19 falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day  
20 on which the U.S. Postal Service is open.

21 26. "Settlement Administration Costs" means the costs payable from the Class Settlement  
22 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,  
23 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Class  
24 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The  
25 Settlement Administration Costs will be paid from the Class Settlement Amount, including, if necessary,  
26 any such costs in excess of the amount represented by the Settlement Administrator as being the  
27 maximum costs necessary to administer the Settlement. The Settlement Administration Costs are  
28 currently estimated to be Five Thousand Five Hundred Dollars (\$5,500.00) for administering the claims

1 of 60 individuals with two distribution rounds

2 27. "Settlement Administrator" means Phoenix Class Action Administration Solutions for  
3 the purposes of administering this Settlement. The Parties each represent that they do not have any  
4 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement  
5 Administrator that could create a conflict of interest.

6 28. "Workweeks" means the number of days of employment for each Class Member during  
7 the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to  
8 the nearest whole number. All Class Members will be credited with at least one Workweek.

9 **TERMS OF AGREEMENT**

10 The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants agree as  
11 follows:

12 29. Funding of the Class Settlement Amount. Defendants will make a one-time deposit of  
13 the Class Settlement Amount of Two Hundred Thirty Thousand Dollars (\$230,000) into a qualified  
14 settlement account to be established by the Settlement Administrator. Defendants will pay the  
15 employer's share of payroll taxes separately. After the Effective Date, the Class Settlement Amount will  
16 be used for: (i) Individual Settlement Payments; (ii) the Labor and Workforce Development Agency  
17 Payment; (iii) the Class Representative Enhancement Payment; (iv) Attorneys' Fees and Costs; and (v)  
18 Settlement Administration Costs. Defendants will deposit the Class Settlement Amount and the  
19 employer's share of payroll taxes within sixty (60) calendar days after the Effective Date.

20 30. Attorneys' Fees and Costs. Class Counsel will seek approval for Attorneys' Fees and  
21 Costs of not more than Seventy-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents  
22 (\$76,666.67), which will be paid from the Class Settlement Amount.

23 31. Class Representative Enhancement Payment. In exchange for a general release, and in  
24 recognition of their effort and work in prosecuting the Action on behalf of Class Members, Defendants  
25 agree not to oppose or impede any application or motion for a Class Representative Enhancement  
26 Payment of Two Thousand Five Hundred Dollars (\$2,500) to Plaintiff Vanessa Bustos and a Class  
27 Representative Enhancement Payment of One Thousand Dollars (\$1,000) to Plaintiff Rezelle Bustos.  
28 The Class Representative Enhancement Payments will be paid from the Class Settlement Amount and

1 will be in addition to Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement. Plaintiffs  
2 will be solely and legally responsible to pay any and all applicable taxes on the Class Representative  
3 Enhancement Payment. These Enhancement Payments are not tethered to Plaintiffs' general releases.

4 32. Settlement Administration Costs. The Settlement Administrator will be paid for the  
5 reasonable costs of administration of the Settlement and distribution of payments from the Class  
6 Settlement Amount, which is currently estimated to be Five Thousand Five Hundred Dollars (\$5,500.00).  
7 These costs, which will be paid from the Class Settlement Amount, will include, *inter alia*, the required  
8 tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms,  
9 distributing Notice Packets, calculating and distributing the Class Settlement Amount, and providing  
10 necessary reports and declarations.

11 33. Labor and Workforce Development Agency Payment. Subject to Court approval, the  
12 Parties agree that the amount of Thirty Thousand Dollars (\$30,000.00) from the Class Settlement Amount  
13 will be designated for satisfaction of Plaintiff's and Class Members' PAGA claims. Pursuant to PAGA,  
14 Seventy-Five Percent (75%), or Twenty-two Thousand Five Hundred Dollars (\$22,500.00), of this sum  
15 will be paid to the LWDA and Twenty-Five Percent (25%), or Seventy Five Hundred Dollars  
16 (\$7,500.00), will become part of the Net Settlement Amount.

17 34. Net Settlement Amount. The entire Net Settlement Amount will be distributed to  
18 Participating Class Members or the LDWA. No portion of the Net Settlement Amount will revert to or  
19 be retained by Defendants.

20 35. Individual Settlement Payment Calculations. Individual Settlement Payments will be  
21 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class  
22 Member worked during the Class Period. Specific calculations of Individual Settlement Payments will be  
23 made as follows:

24 35(a) Defendants will calculate the total number of Workweeks worked by each  
25 Class Member during the Class Period and the aggregate total number of  
26 Workweeks worked by all Class Members during the Class Period.

27 35(b) To determine each Class Member's estimated "Individual Settlement  
28 Payment," the Settlement Administrator will use the following formula: The

1 Net Settlement Amount will be divided by the aggregate total number of  
2 Workweeks, resulting in the "Workweek Value" or "WV." Each Class  
3 Member's "Individual Settlement Payment" will be calculated by  
4 multiplying each individual Class Member's total number of Workweeks by  
5 the Workweek Value. In a second step, the WV value will be adjusted in  
6 accordance with the nature of the class member employment. Customer  
7 Support employees will have a WV value of 100%, Office Managers and  
8 Human Resources WV value will be 100%; Engineers and Data Scientists  
9 WV will be 25%; Marketing will have a WV value of 50%; recruiters 25%;  
10 Writers 25%; event producers 25% Designers 25%. (specifically by this  
11 adjustment of the WV value, the parties intend that the Net Settlement will  
12 be entirely distributed between class members).

13 35(c) The Individual Settlement Payment will be reduced by any required  
14 deductions for each Participating Class Member as specifically set forth  
15 herein, including employee-side tax withholdings or deductions.

16 35(d) The entire Net Settlement Amount will be disbursed to all Class Members  
17 who do not submit timely and valid Requests for Exclusion. If there are any  
18 valid and timely Requests for Exclusion, the Settlement Administrator shall  
19 proportionately increase the Individual Settlement Payment for each  
20 Participating Class Member according to the number of Workweeks worked,  
21 so that the amount actually distributed to the Settlement Class equals 100%  
22 of the Net Settlement Amount.

23 36. No Credit Toward Benefit Plans. The Individual Settlement Payments made to  
24 Participating Class Members under this Settlement, as well as any other payments made pursuant to this  
25 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any  
26 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)  
27 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.  
28 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,

1 or amounts to which any Class Members may be entitled under any benefit plans.

2 37. Administration Process. The Parties agree to cooperate in the administration of the  
3 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in  
4 administration of the Settlement.

5 38. Delivery of the Class List. Within twenty-one(21) calendar days of Preliminary  
6 Approval, Defendants will provide the Class List to the Settlement Administrator and to Class Counsel.

7 39. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class  
8 List from Defendants, the Settlement Administrator will mail a Notice Packet to all Class Members via  
9 regular First-Class U.S. Mail and e-mail, using the most current, known mailing addresses identified in  
10 the Class List.

11 40. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement  
12 Administrator will perform a search based on the National Change of Address Database for information  
13 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the  
14 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent within  
15 seven (7) calendar days via regular First-Class U.S. Mail to the forwarding address affixed thereto and the  
16 Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding  
17 address is provided, the Settlement Administrator will promptly attempt to determine the correct address  
18 using a skip-trace, or other search using the name, address and/or Social Security number of the Class  
19 Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-  
20 mailed Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15)  
21 calendar days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or  
22 an objection to the Settlement.

23 41. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet  
24 will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's  
25 principal terms; (iii) the Settlement Class definition; (iv) the total number of Workweeks each respective  
26 Class Member worked for Defendants during the Class Period; (v) each Class Member's estimated  
27 Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the  
28 dates which comprise the Class Period; (vii) instructions on how to submit Requests for Exclusion or

1 Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request for  
2 Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

3 42. Disputed Information on Notice Packets. Class Members will have an opportunity to  
4 dispute the information provided in their Notice Packets. To the extent Class Members dispute their  
5 employment dates or the number of Workweeks on record, Class Members may produce evidence to the  
6 Settlement Administrator showing that such information is inaccurate. The Settlement Administrator will  
7 decide the dispute. Defendants' records will be presumed correct, but the Settlement Administrator will  
8 evaluate the evidence submitted by the Class Member and will make the final decision as to the merits of  
9 the dispute. All disputes will be decided within ten (10) business days of the Response Deadline.

10 43. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the  
11 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The  
12 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of  
13 receiving the defective submission to advise the Class Member that his or her submission is defective and  
14 that the defect must be cured to render the Request for Exclusion valid. The Class Member will have  
15 until (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter, whichever  
16 date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is  
17 not postmarked or received by fax within that period, it will be deemed untimely.

18 44. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the  
19 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement  
20 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the  
21 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request  
22 for Exclusion has been timely submitted.

23 45. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member  
24 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request  
25 for Exclusion will be bound by all of its terms, including those pertaining to the Released Claims, as well  
26 as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

27 46. Releases by Participating Class Members. Upon the Effective Date, and except as to  
28 such rights or claims as may be created by this Settlement Agreement, each Participating Class Member,

1 together and individually, on their behalf and on behalf of their respective spouses, heirs, executors,  
2 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released  
3 Parties, or any of them, from each of the Released Claims during the Class Period.

4       47.     Objection Procedures. To object to the Settlement Agreement, a Class Member must  
5 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response  
6 Deadline. The Notice of Objection must be signed by the Class Member and contain all information  
7 required by this Settlement Agreement. The postmark will be deemed the exclusive means for  
8 determining that the Notice of Objection is timely. Class Members who fail to object in the manner  
9 specified above will be deemed to have waived all objections to the Settlement and will be foreclosed  
10 from making any objections, whether by appeal or otherwise, to the Settlement Agreement. Class  
11 Members who postmark timely Notices of Objection will have a right to appear at the Final Approval  
12 Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their  
13 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the  
14 Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any  
15 Class Members with respect to any such objections to this Settlement.

16       48.     Certification Reports Regarding Individual Settlement Payment Calculations. The  
17 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that  
18 certifies the number of Class Members who have submitted valid Requests for Exclusion, objections to  
19 the Settlement, and whether any Class Member has submitted a challenge to any information contained in  
20 their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties  
21 any updated reports regarding the administration of the Settlement Agreement as needed or requested.

22       49.     Distribution Timing of Individual Settlement Payments. Within ninety (90) calendar  
23 days of the Effective Date, the Settlement Administrator will issue payments to: (i) Participating Class  
24 Members; (ii) the Labor and Workforce Development Agency; (iii) Plaintiffs; and (iv) Class Counsel.  
25 The Settlement Administrator will also issue a payment to itself for Court-approved services performed in  
26 connection with the Settlement.

27       50.     Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment  
28 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for



1 more than one hundred and twenty (120) calendar days after issuance will be redistributed to the class  
2 members who did cash their checks on the 125<sup>th</sup> day after the initial mailing. In the event that there are  
3 any leftover funds not distributed to class members 120 days after the second re-distribution, then any  
4 amounts of uncashed checks will be tendered to the *cypres* beneficiary, San Francisco Legal Aid at  
5 Work 180 Montgomery Street, Suite 600 San Francisco, CA 94104 Tel: 415-864-8848.

6 51. Certification of Completion. Upon completion of administration of the Settlement, the  
7 Settlement Administrator will provide a written declaration under oath to certify such completion to the  
8 Court and counsel for all Parties.

9 52. Treatment of Individual Settlement Payments. All Individual Settlement Payments will  
10 be allocated as follows: (i) Twenty-Five Percent (25%) of each Individual Settlement Payment will be  
11 allocated as wages for which IRS Forms W-2 will be issued; and (ii) Seventy-Five (75%) will be  
12 allocated as non-wages for which IRS Forms 1099-MISC will be issued.

13 53. Administration of Taxes by the Settlement Administrator. The Settlement Administrator  
14 will be responsible for issuing to Plaintiffs, Participating Class Members, and Class Counsel any W-2,  
15 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The  
16 Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the  
17 appropriate government authorities.

18 54. Tax Liability. Defendants make no representation as to the tax treatment or legal effect  
19 of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on  
20 any statement, representation, or calculation by Defendants or by the Settlement Administrator in this  
21 regard.

22 55. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES  
23 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS  
24 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")  
25 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO  
26 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR  
27 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL  
28 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE

1 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY  
2 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE  
3 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN,  
4 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN  
5 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT  
6 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR  
7 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY  
8 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER  
9 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
10 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY  
11 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY  
12 SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER  
13 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
14 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
15 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
16 AGREEMENT.

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

21 57. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally  
22 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other  
23 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null  
24 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will  
25 likewise be treated as void from the beginning.

26 58. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to  
27 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval  
28 Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii)

1 preliminary approval of the proposed Settlement Agreement, (iii) setting a date for a final fairness  
2 hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class  
3 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will  
4 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the  
5 proposed Notice of Class Action Settlement, attached as **Exhibit A**. Class Counsel will be responsible  
6 for drafting all documents necessary to obtain preliminary approval.

7       59.     Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the  
8 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the  
9 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the  
10 Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii)  
11 the Class Representative Enhancement Payment; (iii) Individual Settlement Payments; (iv) the Labor and  
12 Workforce Development Agency Payment; (v) all Settlement Administration Costs. The final fairness  
13 hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel  
14 will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also  
15 be responsible for drafting the attorneys' fees and costs application to be heard at the final approval  
16 hearing.

17       60.     Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the  
18 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval.  
19 After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing:  
20 (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration  
21 matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this  
22 Settlement Agreement.

23       61.     Release by Plaintiffs. Upon the Effective Date, in addition to the claims being released  
24 by all Participating Class Members, Plaintiffs will release and forever discharge the Released Parties, to  
25 the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not  
26 asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of this  
27 Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the  
28 California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive

1 any and all rights and benefits conferred upon him by the provisions of Section 1542 of the California  
2 Civil Code or similar provisions of applicable law which are as follows:

3           **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
4           **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**  
5           **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**  
6           **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**  
7           **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**  
8           **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**  
9           **OR RELEASED PARTY.**

10           62.   Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the  
11 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth  
12 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

13           63.   Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the  
14 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements  
15 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section  
16 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is  
17 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and  
18 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or  
19 contradict the terms of this Settlement Agreement.

20           64.   Amendment or Modification. No amendment, change, or modification to this Settlement  
21 Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

22           65.   Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and  
23 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
24 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to  
25 this Settlement Agreement to effectuate its terms and to execute any other documents required to  
26 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each  
27 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to  
28 reach agreement on the form or content of any document needed to implement the Settlement, or on any

1 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties  
2 may seek the assistance of the Court to resolve such disagreement.

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

5 67. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto  
6 will be governed by and interpreted according to the laws of the State of California.

7 68. Execution and Counterparts. This Settlement Agreement is subject only to the execution  
8 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All  
9 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned  
10 copies of the signature page, will be deemed to be one and the same instrument.

11 69. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
12 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this  
13 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account  
14 all relevant factors, present and potential. The Parties further acknowledge that they are each represented  
15 by competent counsel and that they have had an opportunity to consult with their counsel regarding the  
16 fairness and reasonableness of this Settlement.

17 70. Invalidity of Any Provision. Before declaring any provision of this Settlement  
18 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
19 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement  
20 valid and enforceable.

21 71. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
22 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may  
23 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and  
24 either party may appeal any court order that materially alters the Settlement Agreement's terms.

25 72. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to  
26 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not  
27 approved, the stipulation to certification will be void. The Parties further agree that certification for  
28 purposes of the Settlement is not an admission that class action certification is proper under the standards

1 applied to contested certification motions and that this Settlement Agreement will not be admissible in  
2 this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants  
3 are liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

4 73. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute  
5 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In  
6 entering into this Settlement, Defendants do not admit, and specifically deny, that they violated any  
7 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or  
8 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached  
9 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with  
10 respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any  
11 of the negotiations connected with it, will be construed as an admission or concession by Defendants of  
12 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to  
13 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be  
14 offered or received as evidence in any action or proceeding to establish any liability or admission on the  
15 part of Defendants or to establish the existence of any condition constituting a violation of, or a non-  
16 compliance with, federal, state, local or other applicable law.

17 74. No Public Comment: The Parties and their counsel agree that they will not issue any  
18 press releases, initiate any contact with the press, respond to any press inquiry, or have any  
19 communication with the press about the fact, amount or terms of the Settlement.

20 75. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement  
21 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or  
22 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

23 76. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
24 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed  
25 more strictly against one party than another merely by virtue of the fact that it may have been prepared by  
26 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between  
27 the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

28 77. Representation By Counsel. The Parties acknowledge that they have been represented by

counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

78. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

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

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

**READ CAREFULLY BEFORE SIGNING**

Dated: Feb 17, 2022

Vanessa Bustos  
Vanessa Bustos (Feb 17, 2022 19:01 PST)  
Plaintiff Vanessa Bustos

Dated: Feb 18, 2022

Rezelle Bustos  
Rezelle Bustos (Feb 18, 2022 09:22 PST)  
Plaintiff Rezelle Bustos

Dated: \_\_\_\_\_

\_\_\_\_\_  
Defendant Coffee Meets Bagel, Inc.  
By: David Miller  
Its: Human Resources/Operations Manager

Dated: \_\_\_\_\_

\_\_\_\_\_  
Defendant Arum Kang

1  
2  
3 Dated: \_\_\_\_\_  
4

Defendant Dawoon Kang

5  
6 **APPROVED AS TO FORM**  
7

8 Dated: Feb 18, 2022  
9

LAW OFFICE OF DANIEL BERKO

10  
11 By: \_\_\_\_\_

*Daniel Berko*

Daniel Berko (Feb 18, 2022 09:30 PST)

Attorneys for Plaintiffs

VANESSA BUSTOS, REZELLE

BUSTOS, and all others similarly situated

12  
13  
14  
15 Dated: Feb 17, 2022  
16

LAW OFFICE OF CARLOS JATO

17  
18 By: \_\_\_\_\_

*[Signature]*  
Carlos Jato (Feb 17, 2022 18:52 PST)

Carlos Jato

Attorneys for Plaintiffs

VANESSA BUSTOS, REZELLE

BUSTOS, and all others similarly situated

19  
20  
21  
22 Dated: \_\_\_\_\_  
23

KAUFMAN DOLOWICH & VOLUCK, LLP

24  
25 By: \_\_\_\_\_

Robert Silver

Marcus Dong

Attorneys for Defendants

COFFEE MEETS BAGEL, INC., ARUM

KANG, and DAWOON KANG



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**READ CAREFULLY BEFORE SIGNING**


Dated: \_\_\_\_\_

Plaintiff Vanessa Bustos

Dated: \_\_\_\_\_

Plaintiff Rezelle Bustos


Dated: February 17, 2022

  
Defendant Coffee Meets Bagel, Inc.  
By: David Miller  
Its: Human Resources/Operations Manager

Dated: February 17, 2022

  
Defendant Arum Kang

1  
2  
3 Dated: February 17, 2022

  
Defendant Dawoon Kang

5  
6 **APPROVED AS TO FORM**

7  
8 Dated: \_\_\_\_\_

LAW OFFICE OF DANIEL BERKO

9  
10  
11 By: \_\_\_\_\_

Daniel Berko  
Attorneys for Plaintiffs  
VANESSA BUSTOS, REZELLE  
BUSTOS, and all others similarly situated

12  
13  
14  
15 Dated: \_\_\_\_\_

LAW OFFICE OF CARLOS JATO

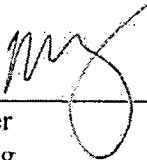
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Carlos Jato  
Attorneys for Plaintiffs  
VANESSA BUSTOS, REZELLE  
BUSTOS, and all others similarly situated

19  
20  
21  
22 Dated: February 18, 2022

KAUFMAN DOLOWICH & VOLUCK, LLP

23  
24  
25 By: \_\_\_\_\_

  
Robert Silver  
Marcus Dong  
Attorneys for Defendants  
COFFEE MEETS BAGEL, INC., ARUM  
KANG, and DAWOON KANG

**CERTIFICATE OF ELECTRONIC SERVICE**  
(CCP 1010.6(6) & CRC 2.251)

I, CLARK BANAYAD, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On July 26, 2022, I electronically served the ATTACHED DOCUMENT(S) via File&ServeXpress on the recipients designated on the Transaction Receipt located on the File&ServeXpress website.

Dated: July 26, 2022

T. Michael Yuen, Clerk

By:   
CLARK BANAYAD, Deputy Clerk