

Sam Kim [SBN 258467]
Yoonis Han [SBN 256151]
VERUM LAW GROUP, APC
841 Apollo Street, Suite 340
El Segundo, CA 90245
Telephone: (424) 320-2000
Facsimile: (424) 221-5010
skim@verumlg.com

Attorneys for Plaintiff JUAN TAGLE and all others similarly situated

John D. Hayashi, SBN 211077
David J. Rashe, SBN 318400
MORGAN, LEWIS & BOCKIUS LLP
600 Anton Blvd., Suite 1800
Costa Mesa, CA 92626
Phone: (949) 399-7000
Fax: (949) 399-7001
john.hayashi@morganlewis.com
david.rashe@morganlewis.com

Attorneys for Defendant BREK MANUFACTURING, CO.

[Additional Counsel on Following Page]

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

JUAN TAGLE on behalf of himself and all
others similarly situated,

Plaintiff,

v.

BREK MANUFACTURING, CO., a
California Corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. 20STCV45011

Assigned for all purposes to:
The Hon. Elihu M. Berle
Dept.: SSC-6

**AMENDED STIPULATION RE: CLASS
ACTION SETTLEMENT**

Action Filed: November 24, 2020
Trial Date: None Set

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1 Jeff J. Astarabadi, SBN 229886

jastarabadi@muchlaw.com

2 **MUCH SHELIST, P.C.**

660 Newport Center Drive, Suite 900

3 Newport Beach, CA 92660

Telephone: (949) 767-2200

4 Facsimile: (949) 385-5355

5 Attorneys for Defendant BREK MANUFACTURING, CO.

1 This Amended Stipulation Re: Class Action Settlement (hereinafter “Stipulation”) is
2 made and entered into by and between Plaintiff Juan Tagle (“Plaintiff”), individually and on
3 behalf of Participating Settlement Class Members, and Defendant Brek Manufacturing, Co.
4 (“Defendant”). Plaintiff and Defendant are collectively referred to herein as the “Parties” and
5 each a “Party.” This Stipulation supersedes and replaces all previous agreements, memoranda,
6 correspondence or other communications between the Parties hereto relating to the agreement

7 This Stipulation shall be binding on Plaintiff, Participating Settlement Class Members,
8 PAGA Group Members and Defendant subject to the terms and conditions hereof, including
9 Final Approval of the Settlement by the Court and this Stipulation becoming Effective as defined
10 below.

11 **THE PARTIES STIPULATE AND AGREE AS FOLLOWS:**

12 1. On or about November 24, 2020, Plaintiff filed the instant class action lawsuit
13 against Defendant; and then he filed his First Amended Complaint (“FAC”) on April 29, 2021
14 (to add a claim under the PAGA), alleging the following seven (7) causes of action against
15 Defendant: (1) failure to pay all wages; (2) failure to provide meal periods or compensation in
16 lieu thereof; (3) failure to provide rest breaks or compensation in lieu thereof; (4) failure to
17 provide accurate wage statements; (5) waiting time penalties; (6) violation of the Unfair Business
18 Competition Law; and (7) violation of Labor Code § 2699, *et seq.* (the “Action”). Through the
19 Action, Plaintiff seeks damages, including alleged owed wages, penalties, interest, restitution,
20 attorneys’ fees and costs.

21 2. On February 8, 2021, Plaintiff submitted his Labor Code § 2699.3 notice to the
22 LWDA. (“PAGA Notice”).

23 3. On May 14, 2021, Defendant answered the FAC.

24 4. On January 4, 2022, the Parties mediated the matter with Lynn Frank, Esq.
25 (“Mediator”). During the mediation, the Parties accepted the Mediator’s proposal to resolve this
26 matter. Thereafter, the Parties continued to work diligently to finalize the long-form settlement
27 embodied in this Amended Stipulation Re: Class Action Settlement. (“Stipulation,”
28 “Settlement,” or “Settlement Agreement”).

1 5. Defendant and the Released Parties (defined below) deny that they are liable to
2 Plaintiff, Settlement Class Members and PAGA Group Members for the claims asserted in the
3 Action and expressly deny any wrongdoing whatsoever regarding Settlement Class Members and
4 PAGA Group Members. Neither this Stipulation nor any action taken to carry out its terms may
5 be construed as an admission by Defendant or any of the Released Parties of any fault,
6 wrongdoing, or liability whatsoever, or of the appropriateness of class or collective action
7 certification in this Action, or of the manageability of this action on a PAGA representative basis.

8 6. Plaintiff alleged and continues to allege that the claims asserted in the Action have
9 merit. Neither this Stipulation nor any action taken to carry out its terms may be construed as an
10 admission by Plaintiff that his claims lack merit.

11 7. For purposes of this Settlement, there shall be a class consisting of “all non-
12 exempt hourly employees employed by Defendant in the State of California between November
13 24, 2016 through March 7, 2022. (the “Settlement Class” or “Settlement Class Member(s),” and
14 the “Class Period,” respectively). Defendant has represented that the class consists of
15 approximately 250 Settlement Class Members and approximately 40,000 workweeks worked by
16 Settlement Class Members during the Class Period.

17 8. For purposes of this Settlement, PAGA Group Members shall be defined as “all
18 non-exempt hourly employees employed by Defendant in the State of California between
19 February 8, 2020 through March 7, 2022. (the “PAGA Group Members,” and the “PAGA
20 Period,” respectively).

21 9. It is the desire of the Parties, and an express, material condition of the Settlement,
22 to fully, finally, and forever settle, compromise, and discharge all Released Class Claims and
23 Released PAGA Claims, as defined below.

24 10. Plaintiff’s counsel, Verum Law Group, APC (collectively, “Class Counsel”), have
25 conducted a thorough investigation into the facts of the Action, including an extensive review of
26 relevant documents, and diligent investigations of the claims against Defendant. Based on Class
27 Counsel’s independent investigation and evaluation, Class Counsel is of the opinion that the
28 Settlement, based on the terms set forth in this Stipulation, is fair, reasonable, adequate and in

1 the best interest of Settlement Class Members in light of all known facts and circumstances,
2 including the risk of significant delay, the risk the class will not be certified by the Court, and the
3 defenses asserted by Defendant. Defendant and its counsel, Morgan, Lewis & Bockius LLP and
4 Much Shelist, P.C. ("Defense Counsel"), also agree that the Settlement is fair, reasonable and
5 adequate.

6 11. The Parties agree to cooperate and take all steps necessary and appropriate to
7 effectuate the Settlement and obtain Final Approval of the Settlement through a judgment.

8 **TERMS OF SETTLEMENT**

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

11 a. Settlement and Compromise: It is agreed by and among Plaintiff and
12 Defendant that the Action, and all claims alleged in the FAC, or that could have been alleged
13 based on the facts alleged in the FAC, from November 24, 2016 through March 7, 2022, be
14 settled and compromised as between the Settlement Class, Defendant, and the Released Parties
15 subject to the terms and conditions set forth in this Stipulation and Final Approval of the Court.
16 It is also agreed that Plaintiff and the Labor & Workforce Development agency will release the
17 PAGA claims stated in the FAC and the PAGA Notice, from February 8, 2020 to March 7, 2022.
18 The Judgement as to the Released PAGA Claims shall be binding on all PAGA Group Members.

19 b. Final Effective Date: The Settlement shall become effective only when all
20 of the following events have occurred: (i) this Stipulation has been executed by all Parties and
21 by Class Counsel and Defense Counsel; (ii) the Court has given Preliminary Approval to the
22 Settlement; (iii) notice in the form approved by the Court has been given to Class Members,
23 providing them with an opportunity to opt out of the Action; (iv) the Court has held a final
24 approval hearing and entered a Final Order and Judgment certifying the Class and approving this
25 Stipulation ("Final Approval"); and (v) the first court day after the later of the following events
26 has occurred: when the period for filing any appeal, writ or other appellate proceeding opposing
27 the Settlement has elapsed without any appeal, writ or other appellate proceeding having been
28 filed; or any appeal, writ or other appellate proceeding opposing the Settlement has been

1 voluntarily or involuntarily dismissed finally and conclusively with no right to pursue further
2 remedies or relief; or any appeal, writ or other appellate proceeding has upheld the Court's Final
3 Approval with no right to pursue further remedies or relief. In this regard, it is the intention of
4 the Parties that the Settlement shall not become effective until the Court's order approving the
5 Settlement is completely final, and there is no further recourse by an appellant or objector who
6 seeks to contest the Settlement. The date on which the Settlement becomes effective
7 ("Effective") shall be referred to as the "Effective Date."

8 A. Settlement Payments: Defendant will pay a non-reversionary Gross Settlement
9 Amount of Nine Hundred Ninety Thousand Dollars and Zero Cents (\$990,000.000) ("Gross
10 Settlement Amount" or "GSA"). Defendant's payment of the employer's share of taxes on the
11 Gross Settlement amount allocated to wages paid to Participating Settlement Class Members will
12 be separately paid by Defendant. This is the maximum amount to be paid under the Settlement,
13 and is to be all-inclusive, with the Parties agreeing to the following allocations to be paid from
14 the Gross Settlement Amount, subject to Final Approval of the Court: (1) payments to
15 Participating Settlement Class Members; (2) Class Counsels' attorneys' fees in the amount of up
16 to 1/3 of the Gross Settlement Amount or Three Hundred Thirty Thousand Dollars and Zero
17 Cents (\$330,000.00); (3) Class Counsel's costs/expenses (not to exceed Seventeen Thousand
18 Dollars and Zero Cents (\$17,000.00) subject to documentation; (4) settlement administration
19 costs not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00); (5) Service Award to
20 Plaintiff in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00);
21 and (6) portion of the PAGA Payment in the amount of Eighteen Thousand Seven Hundred Fifty
22 Dollars and Zero Cents (\$18,750.00) paid to the LWDA¹ (categories (2) through (6) inclusive
23 shall be collectively the "Class Settlement Expenses"). The "Net Settlement Amount" shall be

24
25 ¹ "PAGA Payment" means the payment made hereunder to the California Labor and Workforce
26 Development Agency pursuant to PAGA. Twenty-Five Thousand Dollars and Zero Cents
27 (\$25,000.00) has been allocated to penalties under PAGA, of which Eighteen Thousand Seven
28 Hundred Fifty Dollars and Zero Cents (\$18,750.00) shall be paid by the Settlement Administrator
directly to the LWDA. The remaining Six Thousand Two Hundred Dollars and Zero Cents
(\$6,250.00) shall be part of the Net Settlement Amount and shall be distributed to PAGA Group
Members based on the total number of workweeks worked during the PAGA Period.

1 the Gross Settlement Amount less the Class Settlement Expenses (“NSA”). Under no
2 circumstances will Defendant be obligated to pay any more than the amounts agreed upon by the
3 Parties and as set forth in this Stipulation.

4 c. Cost of Administration: Settlement Administration Costs shall be used to
5 pay all costs associated with the distribution of the Settlement to Class Members, including
6 expenses incurred during the administration of the Settlement and in issuing tax forms associated
7 with the Settlement.

8 d. Settlement Awards to Participating Settlement Class Members and PAGA
9 Payments to PAGA Group Members: A Settlement Class Member who does not file a timely
10 and proper Opt-Out Request from the Action is a “Participating Settlement Class Member.”
11 There shall be no claims process. All Settlement Class Members, except those who submit a
12 timely Opt-Out Request, shall be bound by the terms and conditions of this Stipulation, including
13 all orders and judgments issued pursuant thereto, as to the Released Class Claims. All PAGA
14 Group Members shall be bound by the Judgment entered by the Court as to the Released PAGA
15 Claims.

16 i. Calculation of Class Settlement Awards: The amount that each
17 Participating Settlement Class Member will be eligible to receive under the Settlement will be
18 calculated by using the quotient derived by total number of workweeks worked by each
19 Participating Settlement Class Member during the Class Period divided by the total number of
20 workweeks worked by all Participating Settlement Class Members during the Class Period who
21 do not opt out of the Settlement, to be derived from Defendant’s records, then multiplied by the
22 Net Settlement Amount.

23 ii. The settlement amount paid to each Participating Settlement Class
24 Member is the “Individual Settlement Payment.” For tax purposes, the Individual Settlement
25 Payments shall be allocated and treated as follows: 20% as wages, and 80% as penalties and
26 interest. The portion of the Individual Settlement Payment designated as wages will have all
27 regular withholding deductions taken and will be issued via IRS Form W-2 by the Settlement
28 Administrator. The portion of the Individual Settlement Payment designated as penalties and

1 interest will not have any deductions taken and will be issued via IRS Form 1099 by the
2 Settlement Administrator.

3 iii. Calculation of PAGA Payment paid to PAGA Group Members: The
4 amount that each PAGA Group Member will be eligible to receive under the Settlement will be
5 calculated by using the quotient derived by total number of workweeks worked by each PAGA
6 Group Member during the PAGA Period divided by the total number of workweeks worked by
7 all PAGA Group Member during the PAGA Period, to be derived from Defendant's records, then
8 multiplied by the portion of the PAGA Payment allocated and paid to PAGA Group Members.

9 iv. The portion of the PAGA Payment paid to each PAGA Group Member
10 is the "PAGA Payment." For tax purposes, the PAGA Payment paid to PAGA Group Members
11 shall be allocated and treated as 100% as penalties. The portion of the PAGA Payment paid to
12 PAGA Group Members will not have any deductions taken and will be issued via IRS Form 1099
13 by the Settlement Administrator.

14 v. Mailing of Individual Settlement Payments and Related PAGA
15 Payments: Defendant shall fund the Gross Settlement Amount of \$990,000.00 within 14-calendar
16 days following final approval of the class settlement in the event no objection to the settlement
17 is filed. In the event an objection is filed, the GSA shall be due and paid within 14-days following
18 the expiration of the period to file an appeal, subject to Court approval. The Settlement
19 Administrator shall cause the Individual Settlement Payments and PAGA Payments to be mailed
20 in the form of a check ("Check") to Participating Settlement Class Members and PAGA Group
21 Members within fifteen (15) calendar days from the receipt of the funds from Defendant. In
22 addition, the Settlement Administrator shall pay Class Counsel's Attorneys' Fees and Costs, and
23 the Plaintiff's Service Award and General Release Payment within fifteen (15) calendar days
24 from the receipt of the funds from Defendant.

25 e. Right of Class Members to Object or Request Exclusion from the Action:
26 Settlement Class Members have sixty (60) calendar days (as indicated by post-marks) from the
27 original date of mailing of the Class Notice, as defined below, to request exclusion from the
28 Action.

i. Objections to the Settlement: Only Participating Settlement Class Members may object to the Settlement. To object, a Participating Settlement Class Member may *either* (a) have sixty (60) calendar days (as indicated by post-marks) from the original date of mailing of the Class Notice, as defined below, to submit a written objection stating why s/he objects to the Settlement, *or* (b) s/he may appear at the Final Approval Hearing to discuss his/her objection(s) with the Court and the Parties at the Participating Settlement Class Member's own expense as set forth in the Class Notice. If the Participating Settlement Member elects to submit a written objection, the written objection should state all objections s/he wishes to assert and the complete factual basis therefore. Class Counsel and Defense Counsel may, at least ten (10) days (or some other number of days as the Court shall specify) before the Final Approval Hearing, file responses to any written objections submitted.

ii. Exclusions from the Action: Settlement Class Members shall have sixty (60) calendar days (as indicated by post-marks) from the original date of mailing of the Class Notice, as defined below, to submit a valid Opt-Out Request. An Opt-Out Request must be timely, made in writing, signed by the Class Member seeking exclusion from the Action, and transmitted to the Settlement Administrator. The Opt-Out Request must state in substance:

"I have read the Class Notice and I wish to opt out of the Action
and the settlement of the case, "*Tagle v. Brek Manufacturing Co.*"

The Opt-Out Request must contain the name, address, and last four digits of the Social Security Number of the Settlement Class Member requesting exclusion. The Opt-Out Request must be completed by the Settlement Class Member seeking exclusion from the Action and cannot be submitted on a group or representative basis. No other person may opt out for a Settlement Class Member. Any Settlement Class Member who properly opts out of the Action using this procedure will not be entitled to the Individual Settlement Payments hereunder and will not be bound by the Settlement as to the Released Class Claims or have any right to object, appeal, or provide comment thereon in a judicial proceeding in connection with this Settlement.

f. Attorneys' Fees, Costs and Expenses: Subject to Court approval and/or modification, Defendant agrees to pay, as part of the Gross Settlement Amount, Class Counsels'

1 Fees and Class Counsels' Costs as set forth in Paragraph 17 below. Any portion of the requested
2 fees, costs, or expenses that is not awarded by the Court shall be part of the Net Settlement
3 Amount.

4 g. No Effect on Employee Benefits: Amounts paid to Plaintiff or other
5 Settlement Class Members pursuant to this Agreement shall be deemed not to be pensionable
6 earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee
7 benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiff or Settlement Class
8 Members.

9 h. Service Award to Plaintiff: Subject to Court approval, Defendant agrees
10 to pay as part of the Gross Settlement Amount a service award to the Plaintiff that shall not
11 exceed Seven Thousand Five Hundred Dollars (\$7,500.00) ("Service Award") in consideration
12 for the monetary risks assumed with pursuing the Action against Defendant, his assistance to Class
13 Counsel, his participation as the class representative, his execution of a general release and waiver
14 of Civil Code § 1542. Defendant will not object to the application for the Plaintiff's Service
15 Award in this amount. It is understood that the Plaintiff's Service Award is in addition to the
16 Plaintiff's entitlement to his Individual Settlement Payment. Any portion of the requested
17 Service Award that is not awarded by the Court shall be part of the Net Settlement Amount. If
18 required by the Settlement Administrator, Plaintiff shall provide the Settlement Administrator
19 with completed IRS Form W-9.

20 i. Tax Treatment: The Settlement Administrator will issue Form
21 1099-MISC to Plaintiff for his Service Award, and Plaintiff will be responsible for paying any
22 taxes on the amount received.

23 ii. Payment Date: The Settlement Administrator will pay Plaintiff's
24 Service Award approved by the Court from the Gross Settlement Amount to Plaintiff on the same
25 date Participating Settlement Class Members are sent their Checks.

26 i. Returned, Uncashed Checks and Unclaimed Funds: Settlement checks
27 issued to Settlement Class Members and PAGA Group Members will expire one hundred and
28 eighty (180) days from the date they are issued by the Settlement Administrator. The void date

1 of all settlement checks issued to Class Members and PAGA Group Members shall be stated on
2 the checks. Any check not cashed within 180 calendar days will be void. The Settlement
3 Administrator will provide the Parties with a report of uncashed checks. The money from the
4 uncashed checks, plus any interest accrued thereon, shall be distributed by the Settlement
5 Administrator to the California State Controller's Office Unclaimed Property Fund in the name
6 of the Class Member or PAGA Group Member.

7 j. Opt-Out Deficiencies: Any Opt-Out request that is not postmarked by the
8 Response Deadline, does not contain the required statement, is not signed by the Settlement Class
9 Member, or does not contain the name and address of the Settlement Class Member will be
10 invalid. If the Settlement Administrator determines that an Opt-Out request returned by a
11 Settlement Class Member before the Response Deadline is deficient, then the Settlement
12 Administrator shall mail a deficiency letter to that Settlement Class Member identifying the
13 problem. If a Settlement Class Member submits both a dispute and an Opt-Out request, the
14 Settlement Administrator shall make reasonable attempts to clarify as if the Opt-Out request were
15 deficient. If the Settlement Class Member fails to cure the deficiency, the Opt-Out request shall
16 be disregarded and the claim will be paid, and the Settlement Class Member will become bound
17 by the judgment. Those Settlement Class Members who do not timely Opt-Out will be bound by
18 the Judgment as to the Released Class Claims.

19 k. Defendant's Right to Withdraw: In the event: (a) ten percent (10%)
20 or more of the Settlement Class Members submit a timely and valid Opt-Out, Defendant shall
21 have the sole and absolute discretion to withdraw from this Agreement within ten (10) calendar
22 days after the Response Deadline by providing written notice of such withdrawal to Class
23 Counsel; or (b) if Defendant is required to pay more than the GSA; or (c) if the Court does not
24 approve the Settlement, Defendant may at its own election withdraw from the Settlement. In the
25 event that Defendant elects to withdraw as set forth in this provision, the withdrawal shall have
26 the same effect as a termination of this Agreement for failure to satisfy a condition of Settlement
27 and the Agreement shall become null and void and have no further force or effect, except for the
28 provisions of this Agreement providing for expressions of non-liability and confidentiality. If

1 Defendant chooses to terminate this Agreement under this provision due to (a) above, it shall be
2 responsible to pay the Settlement Administration Costs incurred by the Settlement Administrator.
3 If Defendant chooses to terminate this Agreement under this provision due to (b) or (c) above,
4 Plaintiff and Defendant shall equally be responsible to pay the Settlement Administration Costs
5 incurred by the Settlement Administrator.

6 1. Disputes Regarding Individual Settlement Payments and PAGA
7 Payments: Settlement Class Members and PAGA Group Members may dispute their weeks
8 worked if they believe they worked more weeks in the Class Period or PAGA Period than
9 Defendant's records show by submitting information to the Settlement Administrator postmarked
10 no later than sixty (60) days after being mailed the Notice Packet by the Settlement
11 Administrator, which is the defined Response Deadline. The Settlement Administrator will
12 jointly work with Plaintiff and Defendant to resolve the dispute in good faith. If Plaintiff and
13 Defendant cannot agree over the work weeks to be credited, the Settlement Administrator shall
14 make the final decision based on the information presented by the Settlement Class Member and
15 Defendant.

16 **SETTLEMENT ADMINISTRATION**

17 13. The Parties have agreed to use a duly-qualified settlement administrator, Phoenix
18 Settlement Administrators ("Phoenix" or "Settlement Administrator") for the settlement
19 administration. Class Counsel have obtained a quote from Phoenix, and the Parties have agreed
20 that the costs of administration will not exceed Ten Thousand Dollars (\$10,000.00).

21 14. Upon receipt of the NSA from Defendant to compensate all Participating
22 Settlement Class Members and PAGA Group Members, the Settlement Administrator will issue
23 and mail the Individual Settlement Payments and PAGA Payments to the Participating
24 Settlement Class Members and PAGA Group Members. The Settlement Administrator shall post
25 the Order and Judgment on the Settlement Administrator's website
26 (<http://www.phoenixclassaction.com/class-action-lawsuits/judgments/>) within seven (7)
27 calendar days after entry of Order and Judgement. The Settlement Administrator shall post a
28 copy of the signed judgment for one hundred eighty (180) calendar days on its website in

1 compliance with Rule 3.771(b) of the California Rules of Court in order to provide notice to the
2 Class Members of this Judgment. All disputes relating to the Settlement Administrator's
3 performance of its duties that cannot be resolved by the Parties shall be referred to the Court, if
4 necessary, which will have continuing jurisdiction over the terms and conditions of this
5 Stipulation until all payments and obligations contemplated by this Stipulation have been fully
6 carried out.

7 15. The Settlement Administrator shall be responsible for making sure all payroll
8 related taxes are paid to the appropriate agencies using the Settlement Administrators tax ID
9 numbers, etc.

10 16. The Settlement Administrator shall determine the eligibility for, and the amounts
11 of, each Individual Settlement Payment and PAGA Payments under the terms of this Stipulation.
12 In the event an actual or potential Participating Settlement Class Member or PAGA Group
13 Member disputes the number of workweeks utilized in calculating their Individual Settlement
14 Payment or PAGA Payment, they shall send a written statement signed under penalty of perjury
15 setting forth all facts supporting their claim, any written statements from witnesses supporting
16 the person's claim, and any other supporting evidence to the Settlement Administrator.
17 Participating Settlement Class Members and PAGA Group Members shall have sixty (60)
18 calendar days (as indicated by post-marks) from the original date of mailing of the Class Notice,
19 as defined below, to dispute the number of workweeks. The Settlement Administrator's
20 determination of the eligibility for and amount of each Individual Settlement Payment shall be
21 final and binding upon the Participating Settlement Class Member and the Parties, subject to
22 review by Class Counsel, Defense Counsel and the Court. In the absence of fraud or gross
23 negligence, Defendant's records shall be given the presumption of accuracy.

24 **ATTORNEYS' FEES AND COSTS**

25 17. Subject to Class Counsel filing an appropriate motion with the Court and subject
26 to Court approval, Class Counsel shall be entitled to receive reasonable attorneys' fees in an
27 amount not to exceed 1/3 of the Gross Settlement Amount (or \$330,000.00). In addition, subject
28 to Class Counsel filing an appropriate motion with the Court and subject to Court approval, Class

1 Counsel shall be entitled to an award of reasonable costs associated with Class Counsel's
2 prosecution of the Action in an amount not to exceed Seventeen Thousand Dollars (\$17,000.00).
3 Defendant agrees not to oppose or object to such requests. This Settlement is not conditioned
4 upon the Court awarding Class Counsel any particular amount in attorneys' fees or costs.

5 18. The amounts set forth above will cover all work performed and all fees, costs, and
6 expenses incurred to date, and all work to be performed and all fees, costs, and expenses to be
7 incurred by Class Counsel in connection with the approval by the Court of this Stipulation, the
8 administration of the Settlement, resolution of any and all appellate matters, and obtaining final
9 disposition of this Action.

10 19. Class Counsel shall provide the Settlement Administrator with a properly
11 completed and signed IRS Form W-9 in order for the Settlement Administrator to process the
12 Class Counsel Fees and Class Counsel Costs approved by the Court. The Settlement
13 Administrator shall issue an IRS Form 1099 to Class Counsel for such fees and costs. Class
14 Counsel shall be solely and legally responsible to pay any applicable taxes on the Class Counsel
15 Fees and Costs.

16 **NOTICE TO CLASS MEMBERS**

17 20. A Notice of Proposed Class Action Settlement ("Class Notice") substantially
18 similar to the form attached hereto as Exhibit "1," and as approved by the Court, shall be sent by
19 the Settlement Administrator to Settlement Class Members by first class U.S. mail within twenty
20 (20) days of receipt of the Class Information, defined below, from Defendant, and shall include
21 each Participating Settlement Class Members and PAGA Group Members' number of
22 compensable workweeks. Before mailing the Class Notice, the Settlement Administrator shall
23 complete a National Change of Address search ("NCOA") on all addresses contained in the Class
24 Information. In addition, any returned envelopes from this mailing with forwarding addresses
25 will be utilized by the Settlement Administrator to forward the Class Notice to the Settlement
26 Class Members within 3-business days of receipt. If no forwarding address is provided, the
27 Settlement Administrator shall promptly attempt to determine a correct address using a skip-
28 trace, computer, or other search using the name, address, and/or social security number of the

1 Settlement Class Member involved, and then shall perform a re-mailing. Settlement Class
2 Members who receive a re-mailed Class Notice shall have an additional sixty (60) calendar days
3 (as indicated by post-marks) from the date the Class Notice was re-mailed to respond (i.e., to
4 submit a written objection, to submit a valid Opt-Out Request, or to dispute the number of
5 workweeks). In addition, due to recent social distancing procedures for attendance at hearings
6 and review of court files, the Class Notice shall include a copy of the following documents: (1)
7 Call Center Phone Numbers (available at
8 www.lacourt.org/newsmedia/ui/pdf/CALLCENTERPHONENUMBERSfinal.pdf); and (2)
9 Appear for Your Hearing Remotely (available at <https://www.lacourt.org/lacc/>).

10 21. No later than ten (10) business days after Preliminary Approval of this Settlement
11 by the Court, Defendant shall provide the Settlement Administrator only, in a secured manner,
12 an electronic database, which will list each Settlement Class Member and PAGA Group
13 Member's name, last known address, social security number and the number of workweeks
14 worked during the Class Period and PAGA Period ("Class Information"). The Class Information
15 shall be based on Defendant's records. The Settlement Administrator shall keep the Class
16 Information confidential, unless required by the Court to be reviewed by Class Counsel. The
17 Settlement Administrator will conduct a NCOA search to confirm the most recent address for the
18 Class Members, and, in the event that the current address differs from Defendant's records, will
19 mail the Class Notice to the most recent address available for each Class Member. The
20 Settlement Administrator will provide notice to counsel for the Parties of its intended mailing
21 date at least five (5) business days in advance.

22 22. A returned Class Notice will be forwarded to a new address if available only once
23 per Class Member by the Settlement Administrator. Upon completion of these steps by the
24 Settlement Administrator, the Parties and the Settlement Administrator shall be deemed to have
25 satisfied all obligations to provide the Class Notice to Settlement Class Members.

26 23. Class Counsel shall provide to the Court, at least five (5) days prior to the Final
27 Approval hearing, a declaration by the Settlement Administrator demonstrating due diligence
28 and proof of mailing with regard to the mailing of the Class Notice.

**RELEASED CLASS CLAIMS BY THE SETTLEMENT CLASS AND RELEASED
PAGA CLAIMS BY RELEASING PAGA PARTIES**

24. Upon Final Approval of the Settlement by the Court, the Settlement becoming Effective, and after Defendant has fully funded the Settlement: (a) each Participating Settlement Class Member will be deemed to have fully and finally released and discharged Defendant, and all of its current and former agents, officers, members, owners, shareholders, directors, attorneys, partners, employees, including without limitation, its parent, subsidiary, related and affiliated companies, affiliated entities, and owners (the “Released Parties”) from the “Released Class Claims.” For purposes of this Agreement, the “Released Class Claims” are defined as: all claims alleged in the First Amended Complaint, or that could have been alleged based on the facts alleged in the First Amended Complaint, including, but not limited to: (1) failure to pay all wages; (2) failure to provide meal periods or compensation in lieu thereof; (3) failure to provide rest breaks or compensation in lieu thereof; (4) failure to provide accurate itemized wage statements; (5) waiting time penalties; and (6) violation of the Unfair Competition Law, arising under the Labor Code or Wage Order based on the alleged failures set forth in (1) through (6) above; any right or claim for unfair business practices in violation of California Business & Professions Code § 17200 *et seq.* based on the alleged failures set forth in (1) through (6) above; and any violation of the California Labor Code arising from the alleged facts, or those claims that could have been alleged based on the facts alleged in First Amended Complaint, including, without limitation, violation of Sections 200, 201, 202, 203, 204, 218, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1194, 1198, and 2810.5 and their applicable Industrial Welfare Commission Wage Order provisions; and in addition, for Participating Settlement Class Members who cash their Individual Settlement Payments, the release will also include, FLSA claims for (1) the failure to pay overtime wages due under the Fair Labor Standards Act (29 U.S. § 201, *et seq.*); (2) attorney fees and litigation costs incurred to litigate and resolve this Action, and (3) prejudgment interest (“FLSA Claims”); and (b) Plaintiff and the Labor & Workforce Development Agency only (“Releasing PAGA Parties”) will be deemed to have fully and finally released and discharged the Released Parties from the “Released PAGA Claims.” For purposes of this Agreement, the

1 “Released PAGA Claims” are defined as: the PAGA claims stated in the FAC and the PAGA
2 Notice, including but not limited to: Labor Code sections 201, 202, 203, 204, 218, 218.5, 218.6,
3 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1194, 1198, 2698, and 2699 et seq. and their
4 applicable Industrial Welfare Commission Wage Order provisions.

5 25. Participating Settlement Class Members who cash their Individual Settlement
6 Payment checks will release their FLSA Claims. The Class Notice will inform the Settlement
7 Class Members of their right to join the FLSA portion of the Settlement by cashing the check for
8 their Individual Settlement Payment, and that by cashing the check for their Individual Settlement
9 Payment, Settlement Class Members will become Participating Settlement Class Members,
10 bound by the terms of this Stipulation, including the release of the FLSA Claims. Participating
11 Class Members who fail to cash their check and who have not submitted a valid Request for
12 Exclusion, will be bound by the terms of this Stipulation with respect to the Released Class
13 Claims other than the FLSA Claims.

14 26. The Stipulation shall be the full settlement, compromise, release and discharge of
15 the Released Class Claims, and each of them, by each Participating Settlement Class Member,
16 and the Released Parties shall have no further or other liability or obligation to or on behalf of
17 any Participating Settlement Class Member with respect to the Released Class Claims, except as
18 expressly provided herein. The Judgment as to the Released PAGA Claims shall be binding on
19 all PAGA Group Members.

20 **GENERAL RELEASE BY PLAINTIFF**

21 24. Plaintiff hereby fully releases and forever discharges the Released Parties from
22 any and all claims, causes of action, damages, wages, benefits, expenses, penalties, debts,
23 liabilities, demands, obligations, attorney’s fees, costs, and any other form of relief or remedy in
24 law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected
25 (exclusive of any workers’ compensation claims), including but not limited to: (1) the Action and
26 any claims arising out of or related to the Action; (2) any claims for wrongful termination,
27 discrimination, harassment, and/or retaliation; (3) any act, omission, or occurrence arising out
28 of or related to Plaintiff’s employment with Defendant occurring on and before the Final

1 Effective Date of the Settlement; and (4) and any other form of relief or remedy of any kind,
2 nature, or description whatsoever, whether premised on statute, contract, tort or other theory of
3 liability under state, federal or local law.

4 25. Plaintiff hereby agrees that, notwithstanding § 1542 of the California Civil Code,
5 all claims that Plaintiff may have, known or unknown, suspected or unsuspected, are hereby
6 released. Section 1542 provides:

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

12 Plaintiff expressly waives the provisions of § 1542 with full knowledge and with the specific
13 intent to release all known or unknown, suspected or unsuspected claims arising on or before the
14 Effective Date of the Settlement, and therefore specifically waives the provisions of any statute,
15 rule, decision or other source of law of the United States or of any state of the United States or
16 any subdivision of a state which prevents release of unknown claims.

17 26. Tax Liability. The Parties make no representations as to the tax treatment or legal
18 effect of the payments called for hereunder, and Settlement Class Members are not relying on
19 any statement or representation by the Parties in this regard. Settlement Class Members
20 understand and agree that they will be responsible for the payment of any employee taxes.
21 Defendant shall be responsible for payment of any employer taxes due on the settlement allocated
22 as wages. Settlement Class Members shall hold Parties free and harmless from and against any
23 claims, liabilities, costs and expenses, including attorney’s fees, resulting in any way from any
24 personal tax treatment of the payments made pursuant to this Agreement, including, but not
25 limited to, the treatment of such payments as not subject to withholding or deduction for payroll
26 and employment taxes

1 **DUTIES OF THE PARTIES PRIOR TO FINAL APPROVAL**

2 27. Once this Stipulation has been fully executed by all Parties and counsel, the
3 Parties shall promptly submit this Stipulation to the Court in support of Plaintiff's Motion for
4 Preliminary Approval and determination by the Court as to its fairness, adequacy, and
5 reasonableness. Promptly upon full execution of this Stipulation, the Parties shall apply to the
6 Court for the entry of an order substantially in the following:

7 a. Scheduling a Final Approval hearing on whether the Settlement,
8 including payment of Class Counsels' Fees and Costs, and Plaintiff's Service Award should be
9 finally approved as fair, reasonable, and adequate as to the Participating Settlement Class
10 Members;

11 b. Certifying the Settlement Class for settlement purposes only;

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

13 d. Directing the mailing of the Class Notice by the Settlement Administrator
14 by first class U.S. mail, where available, to the Class Members; and

15 e. Preliminarily approving the Settlement subject only to Final Approval by
16 the Court.

17 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

18 28. Following Final Approval by the Court of this Stipulation and the Settlement set
19 forth therein, Class Counsel will submit a proposed final order and judgment:

20 a. Approving the Settlement, adjudging the terms thereof to be fair,
21 reasonable, and adequate, and consistent with state and federal notions of due process, and
22 directing consummation of its terms and provisions;

23 b. Approving Class Counsel's application for Class Counsel's Fees and
24 Class Counsel's Costs;

25 c. Listing the names of all Settlement Class Members, if any, who have
26 opted-out of the settlement; and

27 d. Approving Plaintiff's Service Award.
28

1 **PARTIES' AUTHORITY**

2 29. The signatories hereto represent that they are fully authorized to enter into this
3 Stipulation and bind the Parties to the terms and conditions thereof.

4 **MUTUAL FULL COOPERATION**

5 30. The Parties agree to fully cooperate with each other to accomplish the terms of
6 this Stipulation, including but not limited to, execution of such documents and taking such other
7 action as reasonably may be necessary to implement the terms of this Stipulation. The Parties to
8 this Stipulation shall use their best efforts, including all efforts contemplated by this Stipulation
9 and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate
10 this Stipulation and the terms set forth herein. Plaintiff and Class Counsel agree they will not
11 attempt to discourage any Class Member from participating in the Settlement.

12 **NO PRIOR ASSIGNMENTS**

13 31. The Parties represent, covenant, and warrant that they have not, directly or
14 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
15 any person or entity any portion of any liability, claim, demand, action, cause of action or rights
16 herein released and discharged.

17 **ENFORCEMENT ACTIONS**

18 32. The Court shall have continuing jurisdiction over any enforcement actions. The
19 Parties agree, subject to Court approval, this agreement shall be enforceable under CCP section
20 664.6 and admissible under California Evidence Code 1123(a). Regardless of any settlement
21 privilege or other rules of evidence, this agreement may be admitted in Court and enforceable.

22 **NOTICES**

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

27 **TO PLAINTIFF AND THE SETTLEMENT CLASS:**

28 Sam Kim

Yoonis Han

VERUM LAW GROUP, APC

360 N. Pacific Coast Highway, Suite 1025
El Segundo, CA 90245
Telephone: (424) 320-2000
Facsimile: (424) 221-5010

TO DEFENDANT:

John D. Hayashi
David J. Rashe
MORGAN, LEWIS & BOCKIUS LLP
600 Anton Blvd., Suite 1800
Costa Mesa, CA 92626
Telephone: (949) 399-7000
Fax: (949) 399-7001

CONSTRUCTION

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

CAPTIONS AND INTERPRETATIONS

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

MODIFICATION

36. This Stipulation may not be changed, altered, or modified, except in writing and signed by the Parties hereto and also approved by the Court. This Stipulation may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto. Without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

INTEGRATION CLAUSE

37. This Stipulation contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. However, in the event of any disagreement as

1 to the form or substance of this Stipulation, the Parties' Memorandum of Understanding dated
2 January 4, 2022 shall be considered instructive. No rights hereunder may be waived except in
3 writing. Nothing in this Agreement shall modify, alter, cancel or supersede any of the
4 confidentiality obligations owed by Plaintiff and Settlement Class Members, including those
5 obligations provided in Defendant's Code of Conduct.

6 **BINDING ON ASSIGNS**

7 38. This Stipulation shall be binding upon and inure to the benefit of the Parties hereto
8 and their respective heirs, trustees, executors, administrators, successors and assigns.

9 **ESCALATOR PROVISION**

10 39. If the total number of Settlement Class Members increases during the Class Period
11 by more than 10% of the 250 Settlement Class Members (i.e. more than 25 additional Settlement
12 Class Members) or more than 10% of the 40,000 workweeks (i.e. more than 4,000 additional
13 workweeks), then Defendant will have the option to either (i) pay an adjusted pro-rata settlement
14 amount to reflect the increased number of Settlement Class Members and/or workweeks beyond
15 original estimates of 250 class members and 40,000 workweeks, (ii) shorten the Class Period
16 such that there is not an increase of more than 10%, or (iii) terminate the Settlement.

17 **CONFIDENTIALITY PROVISION**

18 40. Plaintiff and his Counsel agree not to disclose the terms of this settlement except
19 in court papers or if required by legal process. Plaintiff and his Counsel shall not issue a press
20 release, hold a press conference, publish information about the settlement on any website, or
21 otherwise publicize the settlement, except as otherwise required by the Settlement Administrator
22 to post the judgment and order on its website. Plaintiff and his Counsel agree not to respond to
23 any press inquiries except to refer reporters to the papers filed with the Court.

24 **CLASS COUNSEL SIGNATORIES**

25 41. It is agreed that because Participating Settlement Class Members are so
26 numerous, it is impossible or impractical to have each Participating Settlement Class Member
27 execute this Stipulation. The Class Notice will advise Class Members of the binding nature of
28

1 the release, and the release shall have the same force and effect as if this Stipulation were
2 executed by Participating Settlement Class Members.

3 **COUNTERPARTS**

4 42. This Stipulation may be executed in counterparts, and when each Party has signed
5 and delivered at least one such counterpart, each counterpart shall be deemed an original, and,
6 when taken together with other signed counterparts, shall constitute one Stipulation, which shall
7 be binding upon and effective as to all Parties. A legible, faxed, and scanned copy/pdf may be
8 used as an original for all purposes.

9 **DEADLINES FALLING ON WEEKENDS OR HOLIDAYS**

10 43. To the extent that any deadline set forth in this Stipulation falls on a Saturday,
11 Sunday, or legal holiday, that deadline shall be continued until the following business day.

12 **EFFECT OF NON-APPROVAL**

13 44. In the event that this Settlement does not gain Final Approval of the Court or does
14 not become Effective, for any reason, all matters covered by this Settlement shall be void *ab*
15 *initio*. In such event, nothing in this Stipulation or any draft thereof, or any of the other related
16 documents or drafts thereof, or of the discussion, negotiation, documentation, or other part or
17 aspect of the Parties' settlement discussions leading to the execution of this Stipulation shall have
18 any effect, nor shall any such matter be admissible in evidence for any purpose in the Action or
19 in any other proceeding or forum, nor shall any such matter be used or construed by or against
20 any Party as a determination, admission, or concession of any issue of law or fact in this, or any
21 other litigation or proceeding. The Parties do not waive, and instead expressly reserve, their
22 respective rights with respect to the prosecution and defense of the Action as if this Stipulation
23 never existed.

24
25 Dated: August 13, 2022



26 Juan Tagle, Plaintiff
27
28

1 Dated: August __, 2022

Brek Manufacturing, Co., Defendant

2
3 **APPROVED AS TO FORM:**



4
5 Dated: August 13, 2022

6 Sam Kim
7 Verum Law Group, APC
8 Attorney for Plaintiff


9
10
11 Dated: August __, 2022

12 John D. Hayashi
13 Morgan, Lewis & Bockius LLP
14 Attorney for Defendant

15
16 Dated: August __, 2022

17 Jeff J. Astarabadi
18 Much Shelist, P.C.
19 Attorney for Defendant

1 Dated: August 12, 2022



Brek Manufacturing, Co., Defendant

2
3 **APPROVED AS TO FORM:**

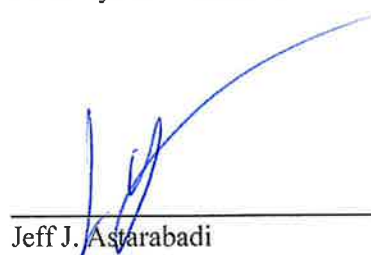
4
5 Dated: August __, 2022

6
7 Sam Kim
Verum Law Group, APC
Attorney for Plaintiff

8
9
10 Dated: August 12, 2022


11
12 John D. Hayashi
Morgan, Lewis & Bockius LLP
Attorney for Defendant

13
14
15
16 Dated: August 15, 2022


17 Jeff J. Asfarabadi
Much Shelist, P.C.
Attorney for Defendant