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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ERIKA ARELLANO PINEDA, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

GRAND LIFE, INC., a California corporation; JU HYUN ALVARADO-MAWN, an individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 21STCV28066

[Assigned for all purposes to the Hon. Elihu M. Berle in Dept. 6]

CLASS ACTION

JOINT STIPULATION RE: CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT

Action Filed: July 30, 2021
Trial Date: None set

1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by and between plaintiff
3 ERIKA ARELLANO PINEDA (“Plaintiff”) individually and on behalf of the Settlement Class,
4 on the one hand; and defendants GRAND LIFE, INC. and JU HYUN ALVARADO-MAWN
5 (collectively “Defendants”), on the other hand, in the lawsuit entitled *Pineda v. Grand Life, Inc.,*
6 *et al.*, filed in Los Angeles County Superior Court, Case No. 21STCV28066 (the “Action”).
7 Plaintiff and Defendants shall be, at times, collectively referred to as the “Parties.” This
8 Agreement is intended by the Parties to fully, finally, and forever resolve the claims as set forth
9 herein, based upon and subject to the terms and conditions of this Agreement.

10 **1. DEFINITIONS**

11 **A. “Action”** means *Pineda v. Grand Life, Inc., et al.*, filed in Los Angeles County
12 Superior Court, Case No. 21STCV28066.

13 **B. “Aggrieved Employees”** means Class Members working for Defendants during
14 the PAGA Period as non-exempt, hourly-paid employees in California.

15 **C. “Class Counsel”** means: David D. Bibiyan, Jeffrey Klein, and Jean Power of
16 Bibiyan Law Group, P.C. The term “Class Counsel” shall be used synonymously with the term
17 “Plaintiff’s Counsel.”

18 **D. “Class Period”** means the period from July 30, 2017 through January 6, 2023.

19 **E. “Class Notice”** means and refers to the notice sent to Class Members after
20 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
21 Agreement.

22 **F. “Court”** means the Superior Court of the State of California for the County of
23 Los Angeles.

24 **G. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
25 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
26 objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any appeals
27 have been filed, the date on which they have been resolved or exhausted.

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1 **H. “Defendants”** means, collectively, GRAND LIFE, INC. and JU HYUN
2 ALVARADO-MAWN.

3 **I. “Employer Taxes”** means employer-funded taxes and contributions imposed on
4 the wage portions of the Individual Settlement Payments under the Federal Insurance
5 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
6 and contributions required of employers, such as for unemployment insurance.

7 **J. “General Release”** means the broader release of claims by Plaintiff, which is in
8 addition to Plaintiff’s limited release of claims as a Participating Class Member.

9 **K. “Gross Settlement Amount”** means a non-reversionary fund in the sum of One
10 Hundred and Fifty Thousand Dollars and Zero Cents (\$150,000.00),¹ which shall be paid by
11 Defendants, from which all payments for the Individual Settlement Payments to Participating
12 Class Members, the Court-approved amounts for attorneys’ fees and reimbursement of litigation
13 costs and expenses to Class Counsel, Settlement Administration Costs, the Service Award, the
14 PAGA Payment, and the LWDA Payment shall be paid. It expressly excludes Employer Taxes,
15 which shall be paid by Defendants separate, apart, and in addition to the Gross Settlement
16 Amount.

17 **L. “Individual PAGA Payment”** means a payment made to an Aggrieved
18 Employee for his or her share of the PAGA Payment, which may be in addition to his or her
19 Individual Settlement Share if he or she is also a Participating Class Member.

20 **M. “Individual Settlement Payment”** means a payment to a Participating Class
21 Member of his or her net share of the Net Settlement Amount.

22 **N. “Individual Settlement Share”** means the gross amount of the Net Settlement
23 Amount that a Participating Class Member is projected to receive based on the number of
24 Workweeks that he or she worked as a Settlement Class Member during the Class Period, which
25 shall be reflected in his or her Class Notice.

26 **O. “LWDA Payment”** means the payment to the State of California Labor and
27 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total

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¹ As the same may be increased in accordance with Paragraph 17, below.

1 amount allocated toward penalties under the PAGA all of which is to be paid from the Gross
2 Settlement Amount. The Parties have agreed that Ten Thousand Dollars and Zero Cents
3 (\$10,000.00) shall be allocated toward PAGA penalties, of which Seven Thousand Five Hundred
4 Dollars and Zero Cents (\$7,500.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and
5 Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) will be paid to Aggrieved
6 Employees on a *pro rata* basis based on the Workweeks worked for Defendants as a non-exempt,
7 hourly-paid employee in California in the PAGA Period (*i.e.* the PAGA Payment).

8 **P. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
9 that is available for distribution to the Participating Class Members after deductions for the Court-
10 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
11 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
12 Payment, and the PAGA Payment.

13 **Q. “Operative Complaint” or “Complaint”** means the First Amended Complaint
14 that was filed with the Court on December 1, 2022.

15 **R. “PAGA Payment** is the 25% portion of the Ten Thousand Dollars and Zero Cents
16 (\$10,000.00) that is allocated toward PAGA penalties (Two Thousand Five Hundred Dollars and
17 Zero Cents (\$2,500.00)) that will be paid to Aggrieved Employees on a *pro rata* basis based on
18 the Workweeks worked as non-exempt, hourly-paid employees in California in the PAGA
19 Period, which would be in addition to their Individual Settlement Payment if they are
20 Participating Class Members, as well.

21 **S. “PAGA Period”** means the period from July 26, 2020 through January 6, 2023.

22 **T. “Participating Class Members”** means all Settlement Class Members who do
23 not submit a timely and valid Request for Exclusion.

24 **U. “Participating Individual Settlement Share”** means the gross amount of the Net
25 Settlement Amount that a Participating Class Member is eligible to receive based on the number
26 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
27 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
28 may be entitled if he or she is also an Aggrieved Employee.

1 **V. “Plaintiff”, “Named Plaintiff” or “Class Representatives”** shall refer to
2 Plaintiff Erika Arellano Pineda.

3 **W. “Preliminary Approval Date”** means the date on which the Court enters an
4 Order granting preliminary approval of the Settlement.

5 **X. “Released Parties”** shall mean Defendants and each of their past, present, and
6 future respective subsidiaries, dba’s, affiliates, parents, insurers and reinsurers, and company-
7 sponsored employee benefit plans of any nature and their successors and predecessors in interest,
8 including all of their officers, directors, shareholders, employees, agents, principals, heirs,
9 representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries,
10 trustees, and agents.

11 **Y. “Response Deadline”** means the deadline for Settlement Class Members to mail
12 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,
13 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
14 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
15 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,
16 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
17 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
18 shall be the exclusive means for determining whether a Request for Exclusion, Objection, or
19 Workweek Dispute was submitted by the Response Deadline.

20 **Z. “Request for Exclusion”** means a written request to be excluded from the
21 Settlement Class pursuant to Paragraph 9(C) below.

22 **AA. “Service Award”** means monetary amounts to be paid to Plaintiff of up to Seven
23 Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00), which subject to Court approval,
24 will be paid out of the Gross Settlement Amount.

25 **BB. “Settlement Administration Costs”** means all costs incurred by the Settlement
26 Administrator in administration of the Settlement, including, but not limited to, translating the
27 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
28 and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments,

1 Individual PAGA Payments, and Participating Individual Settlement Shares, as well as associated
2 taxes and withholdings, providing declarations, generating Individual Settlement Payment
3 checks and related tax reporting forms, doing administrative work related to unclaimed checks,
4 transmitting payment to Class Counsel for the Court-approved amounts for attorneys' fees and
5 reimbursement of litigation costs and expenses, to Plaintiff for her Service Award, and to the
6 LWDA for the LWDA Payment, providing weekly reports of opt-outs, objections and related
7 information, and any other actions of the Settlement Administrator as set forth in this Agreement,
8 all pursuant to the terms of this Agreement. The Settlement Administration Costs are estimated
9 not to exceed \$6,290.00. If the actual amount of the Settlement Administration Costs is less than
10 \$6,290.00, the difference between \$6,290.00 and the actual Settlement Administration Costs
11 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
12 \$6,290.00 then such excess will be paid solely from the Gross Settlement Amount and
13 Defendants will not be responsible for paying any additional funds in order to pay these
14 additional costs.

15 **CC. "Settlement Administrator"** means the Third-Party Administrator mutually
16 agreed upon by the Parties that will be responsible for the administration of the Settlement
17 including, without limitation, translating the Class Notice in Spanish, the distribution of the
18 Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount
19 and related matters under this Agreement.

20 **DD. "Settlement Class" or "Settlement Class Members"** means all current and
21 former non-exempt, hourly-paid employees who worked in California for Defendants at any time
22 during the Class Period.

23 **EE. "Workweeks"** means the number of weeks that a Settlement Class Member was
24 employed by and worked for the Defendants in a non-exempt, hourly position during the Class
25 Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as
26 applicable).

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1 **2. BACKGROUND**

2 **A.** On July 26, 2021, Plaintiff filed with the LWDA and served on Defendants a
3 notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the
4 LWDA to recover civil penalties on behalf of Aggrieved Employees for various Labor Code
5 violations. (“PAGA Notice”).

6 **B.** On July 17, 2021, a lawsuit was filed against Defendants by another Plaintiff
7 named Nari Jim, *Nari Kim v. Grand Life, Inc. et al.* Case No. 21STCV26181 in Department 50
8 of the Los Angeles Superior Court (the “Kim Action”). The Kim Action contained individual
9 wage and hour allegations, as well as a PAGA claim. Plaintiff Nari dismissed her PAGA action
10 and settled her individual claims with Defendants.

11 **C.** On July 30, 2021, Plaintiff filed a putative wage-and-hour class action complaint
12 in the Los Angeles Superior Court, Case No. 21STCV28066, alleging that, during the Class
13 Period, Defendants, as it pertains to Class Members: (1) failed to pay overtime wages; (2) failed
14 to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4)
15 failed to provide rest periods or compensation in lieu thereof; (5) failed to all wages due upon
16 separation from employment; (6) failed to issue accurate and compliant wage statements; (7)
17 failed to timely pay wages; and (8) engaged in unfair competition.

18 **D.** On December 1, 2021, after sixty-five (65) days had passed since Plaintiff filed
19 the PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code
20 violations, Plaintiff filed a First Amended Complaint in the Action seeking PAGA civil penalties
21 against Defendants for the Labor Code violations alleged in the PAGA Notice.

22 **E.** Shortly thereafter, the Parties agreed to exchange informal discovery and attend
23 an early mediation, in which Plaintiff was provided with, among other things: (1) time records
24 for 50% of the 171 Class Members; (2) payroll records for all Class Members from September
25 2020 through mediation; (3) class data points, including average rates of pay, total hours worked
26 during Class Period, number of pay periods worked during Class Period, number of
27 terminated/separated Class Members in the waiting time penalty period, number of aggrieved
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1 employees, number of hours worked, number of pay periods in the wage statement/PAGA
2 Period; (4) all policy documents; (5) an employee handbook; and (6) a class contact list.

3 **F.** On January 6, 2023, the Parties participated in a full-day mediation before Eve
4 Wagner, Esquire, a well-regarded mediator experienced in mediating complex labor and
5 employment matters. With the aid of the mediator's evaluation and proposal, the Parties reached
6 the Settlement to resolve the Action.

7 **G.** Class Counsel has conducted significant investigation of the law and facts relating
8 to the claims asserted in the Action and the PAGA Notice, and have concluded that that the
9 Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement
10 Class, taking into account the sharply contested issues involved, the expense and time necessary
11 to litigate the Action through trial and any appeals, the risks and costs of further litigation of the
12 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
13 learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits
14 to be received by Settlement Class Members.

15 **H.** Defendants have concluded that, because of the substantial expense of defending
16 against the Action, the length of time necessary to resolve the issues presented herein, the
17 inconvenience involved, and the concomitant disruption to its business operations, it is in its best
18 interest to accept the terms of this Agreement. Defendants deny each of the allegations and
19 claims asserted against it in the Action and the PAGA Notice. However, Defendants nevertheless
20 desire to settle the Action for the purpose of avoiding the burden, expense and uncertainty of
21 continuing litigation and for the purpose of putting to rest the controversies engendered by the
22 Action.

23 **I.** This Agreement is intended to and does effectuate the full, final, and complete
24 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
25 PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California
26 and Aggrieved Employees.

27 **3. JURISDICTION**

28 The Court has jurisdiction over the Parties and the subject matter of the Action. The

1 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
2 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
3 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
4 pursuant to California Rule of Court, rule 3.769, subdivision (h).

5 **4. STIPULATION OF CLASS CERTIFICATION**

6 The Parties stipulate to the certification of the Settlement Class under this Agreement for
7 purposes of settlement only.

8 **5. MOTIONS FOR APPROVAL OF SETTLEMENT**

9 After full execution of this Agreement, Plaintiff will move for an order granting
10 preliminary approval of the Settlement, approving and directing the mailing of the proposed
11 Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A,”** conditionally
12 certifying the Settlement Class for settlement purposes only, and approving the deadlines
13 proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes, and
14 Objections. If and when the Court preliminarily approves the Settlement, and after
15 administration of the Class Notice in a manner consistent with the Court’s Preliminary Approval
16 Order, Plaintiff will move for an order finally approving the Settlement and seek entry of a
17 Judgment in line with this Settlement. The Parties may both respond to any Objections lodged
18 to final approval of the Settlement up to five (5) court days before the Final Approval Hearing.

19 **6. STATEMENT OF NO ADMISSION**

20 Defendants deny any wrongdoing of any sort and further deny any liability to Plaintiff
21 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
22 PAGA Notice. This Agreement shall not be deemed an admission by Defendants of any claims
23 or allegations asserted in the Action or the PAGA Notice. Except as set forth elsewhere herein,
24 in the event that this Agreement is not approved by the Court, or any appellate court, is
25 terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived,
26 limited or affected in any way any claims, rights or remedies, or defenses in the Action or the
27 PAGA Notice, and Defendants will not be deemed to have waived, limited, or affected in any
28 way any of their objections or defenses in the Action and the PAGA Notice. The Parties shall be

1 restored to their respective positions in the Action prior to the entry of this Settlement.

2 **7. RELEASE OF CLAIMS**

3 **A. Release by All Participating Class Members.**

4 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
5 of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross
6 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and
7 all Participating Class Members release any and all claims, rights, demands, damages, liabilities
8 and causes of action (along with related claims and all associated penalties), in law or in equity,
9 arising at any time during the Class Period and that were alleged or that reasonably could have
10 been alleged based on the facts alleged in the Operative Complaint including: (1) all claims for
11 failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for
12 failure to provide meal periods or compensation in lieu thereof; (4) all claims for failure to
13 provide rest periods or compensation in lieu thereof; (5) all claims for failure to pay all wages
14 due upon separation from employment; (6) all claims for failure to issue accurate and compliant
15 wage statements; (7) all claims for failure to pay timely wages; (8) all claims asserted through
16 California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code
17 violations referenced in the Operative Complaint (the "Class Released Claims").

18 **B. Release by All Aggrieved Employees**

19 For Plaintiff, Aggrieved Employees, and, to the extent permitted by law, the State of
20 California, the release includes for the duration of the PAGA Period, all claims that were or
21 reasonably could have been asserted based on the facts alleged in the PAGA Notice and the
22 Operative Complaint (the "PAGA Released Claims"). The Class Released Claims and PAGA
23 Released Claims shall be referred to herein as the "Released Claims."

24 **C. Claims Not Released**

25 The release expressly excludes all other claims, including claims for vested benefits,
26 wrongful termination, unemployment insurance, disability, social security, workers'
27 compensation, and any other claims outside of the Class Released Claims of Participating Class
28 Members arising during the Class Period and the PAGA Released Claims of Aggrieved

1 Employees (and, to the extent permitted by law, the State of California) arising outside of the
2 PAGA Period.

3 **D. General Release.**

4 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
5 of Judgment, and payment by Defendants to the Settlement Administrator selected of the full
6 Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, in
7 addition to the Released Claims, Plaintiff makes the additional following General Release:
8 Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of
9 action of every nature and description whatsoever, known or unknown, asserted or that might
10 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
11 law or regulation arising out of, relating to, or in connection with any act or omission of the
12 Released Parties through the date of full execution of this Agreement in connection with
13 Plaintiff's employment with Defendants or the termination thereof, except for any and all other
14 claims that may not be released as a matter of law through this Agreement. To the extent of the
15 General Release provided herein, Plaintiff stipulates and agrees that, upon entry of an Order
16 granting Final Approval of the Settlement, entry of Judgment, and payment by Defendants to the
17 Settlement Administrator selected of the full Gross Settlement Amount and Employers' Taxes
18 necessary to effectuate the Settlement, she shall have expressly waived and relinquished, to the
19 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
20 California Civil Code, or any other similar provision under federal or state law, which provides:

21 A general release does not extend to claims that the creditor or
22 releasing party does not know or suspect to exist in his or her
23 favor at the time of executing the release and that, if known by
24 him or her, would have materially affected his or her settlement
25 with the debtor or released party.

26 The release expressly excludes Plaintiff's claims under the Fair Employment and Housing
27 Act, the California Family Rights Act, discrimination, failure to provide reasonable
28 accommodation, failure to engage in a good faith interactive process, retaliation, harassment,
wrongful termination in violation of public policy, intentional infliction of emotional distress,
and negligent infliction of emotional distress.

1 **8. SETTLEMENT ADMINISTRATOR**

2 **A.** Plaintiff and Defendants, through their respective counsel, have selected APEX
3 Class Action LLC (“APEX”) to administer the Settlement, which includes but is not limited to
4 translating the Class Notice to Spanish, distributing and responding to inquiries about the Class
5 Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and
6 expenses of the Settlement Administrator, currently estimated to be \$6,290.00 will be paid from
7 the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is
8 less than \$6,290.00, the difference between \$6,290.00 and the actual Settlement Administration
9 Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
10 \$6,290.00 then such excess will be paid solely from the Gross Settlement Amount and
11 Defendants will not be responsible for paying any additional funds in order to pay these
12 additional costs.

13 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION**
14 **PROCESS**

15 **A. Notice to the Settlement Class Members**

16 (1) Within seven (7) calendar days after the Preliminary Approval Date,
17 Defendants’ Counsel shall provide the Settlement Administrator with information with respect
18 to each Settlement Class Member, including his or her: (1) name; (2) last known address(es)
19 currently in Defendants’ possession, custody, or control; (3) last known telephone number(s)
20 currently in Defendants’ possession, custody, or control; (4) last known Social Security
21 Number(s) in Defendants’ possession, custody, or control; and (5) the dates of employment (*i.e.*,
22 hire dates, and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class
23 Member (“Class List”). The Settlement Administrator shall perform an address search using the
24 United States Postal Service National Change of Address (“NCOA”) database and update the
25 addresses contained on the Class List with the newly-found addresses, if any. Within seven (7)
26 calendar days, or soon thereafter, of receiving the Class List from Defendants, the Settlement
27 Administrator shall mail the Class Notice in English and Spanish to the Settlement Class
28 Members via first-class regular U.S. Mail using the most current mailing address information

1 available. The Settlement Administrator shall maintain the Class List and digital copies of all
2 the Settlement Administrator's records evidencing the giving of notice to any Settlement Class
3 Member, for at least four (4) years from the Final Approval Date.

4 (2) The Class Notice will set forth:

- 5 (a) the Settlement Class Member's estimated Individual
6 Settlement Payment and Individual PAGA Payment,
7 and the basis for each;
- 8 (b) the information required by California Rule of Court,
9 rule 3.766, subdivision (d);
- 10 (c) the material terms of the Settlement;
- 11 (d) the proposed Settlement Administration Costs;
- 12 (e) the definition of the Settlement Class;
- 13 (f) a statement that the Court has preliminarily approved
14 the Settlement;
- 15 (g) how the Settlement Class Member can obtain
16 additional information, including contact information
17 for Class Counsel;
- 18 (h) information regarding opt-out and objection
19 procedures;
- 20 (i) the date and location of the Final Approval Hearing;
21 and
- 22 (j) that the Settlement Class Member must notify the
23 Settlement Administrator no later than the Response
24 Deadline if the Settlement Class Member disputes the
25 accuracy of the number of Workweeks as set forth on
26 his or her Class Notice ("Workweek Dispute"). If a
27 Settlement Class Member fails to timely dispute the
28 number of Workweeks attributed to him or her in

1 conformity with the instructions in the Class Notice,
2 then he or she shall be deemed to have waived any
3 objection to its accuracy and any claim to any
4 additional settlement payment based on different data.

5 (3) If a Class Notice from the initial notice mailing is returned as
6 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
7 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
8 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
9 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
10 is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class
11 Member within three (3) business days. Further, any Class Notices that are returned to the
12 Settlement Administrator with a forwarding address before the Response Deadline shall be
13 promptly re-mailed to the forwarding address affixed thereto.

14 (4) No later than seven (7) calendar days from the Response Deadline, the
15 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
16 completion of the notice process, including the number of attempts to obtain valid mailing
17 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
18 and copies of all Requests for Exclusion and Objections received by the Settlement
19 Administrator.

20 **B. Objections.**

21 Only Participating Class Members may object to the Settlement. In order for any
22 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must
23 do so by mailing a written objection to the Settlement Administrator at the address or phone
24 number provided on the Class Notice no later than the Response Deadline. The Settlement
25 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendants'
26 counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which
27 Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection
28 should set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four

1 digits of the Objector’s Social Security Number; (4) the Objector’s signature; (5) a statement of
2 whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the
3 Objection, along with whatever legal authority, if any, the Objector asserts in support of the
4 Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member
5 will remain a member of the Settlement Class and if the Court approves this Agreement, the
6 Settlement Class Member will be bound by the terms of the Settlement in the same way and to
7 the same extent as a Settlement Class Member who does not object. The date of mailing of the
8 Class Notice to the objecting Settlement Class Member shall be conclusively determined
9 according to the records of the Settlement Administrator. Settlement Class Members need not
10 object in writing to be heard at the Final Approval Hearing; they may object or comment in
11 person at the hearing at their own expense. Class Counsel and Defendants’ Counsel may respond
12 to any objection lodged with the Court up to five (5) court days before the Final Approval
13 Hearing.

14 **C. Requesting Exclusion.**

15 Any Settlement Class Member may request exclusion from (*i.e.*, “opt out” of) the
16 Settlement by mailing a written request to be excluded from the Settlement (“Request for
17 Exclusion”) to the Settlement Administrator, postmarked on or before the Response Deadline.
18 To be valid, a Request for Exclusion must include: (1) the Class Member’s name; (2) the last
19 four digits of the Class Member’s Social Security Number; (3) the Class Member’s signature;
20 and (4) any statement of similar meaning standing for the proposition that the Class member does
21 not wish to participate in the Settlement or the following statement: “Please exclude me from
22 the Settlement Class in the *Pineda v. Grand Life Inc., et al.* matter.” The Settlement
23 Administrator shall immediately provide copies of all Requests for Exclusion to Class Counsel
24 and Defendants’ Counsel and shall report the Requests for Exclusions that it receives, to the
25 Court, in its declaration to be provided in advance of the Final Approval Hearing. Any Settlement
26 Class Member who requests exclusion using this procedure will not be entitled to receive any
27 payment from the Settlement and will not be bound by the Settlement Agreement or have any
28 right to object to, appeal, or comment on the Settlement. Any Settlement Class Member who

1 does not opt out of the Settlement by submitting a timely and valid Request for Exclusion will
2 be bound by all terms of the Settlement, including those pertaining to the Released Claims, as
3 well as any Judgment that may be entered by the Court if Final Approval of the Settlement is
4 granted. A Settlement Class Member cannot submit both a Request for Exclusion and an
5 objection. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
6 Request for Exclusion will control and the Objection will be overruled. Settlement Class
7 Members who worked during the PAGA Period as Aggrieved Employees that submit a valid
8 Request for Exclusion will still be deemed Aggrieved Employees, will still receive their
9 Individual PAGA Payments, and will be bound by the release of the PAGA Released Claims.

10 **D. Disputes Regarding Settlement Class Members' Workweek Data.**

11 Each Settlement Class Member may dispute the number of Workweeks attributed to him
12 or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to
13 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
14 Response Deadline. The Settlement Administrator shall immediately provide copies of all
15 disputes to Class Counsel and counsel for Defendants and shall immediately attempt to resolve
16 all such disputes directly with relevant Settlement Class Member(s) with the assistance of
17 Defendants and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall
18 adjudicate the dispute.

19 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
20 **PAGA PAYMENTS**

21 Individual Settlement Payments will be calculated and distributed to Participating Class
22 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
23 Members' respective number of Workweeks during the Class Period. Individual PAGA
24 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
25 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
26 number of Workweeks during the PAGA Period. Specific calculations of the Individual
27 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
28 follows:

1 **A.** The Settlement Administrator will determine the total number of Workweeks
2 worked by each Settlement Class Member during the Class Period (“Class Member’s
3 Workweeks”), as well as the aggregate number of Workweeks worked by all Settlement Class
4 Members during the Class Period (“Class Workweeks”). Additionally, the Settlement
5 Administrator will determine the total number of Workweeks worked by each Aggrieved
6 Employee during the PAGA Period (“Aggrieved Employee’s Workweeks”), as well as the
7 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
8 (“PAGA Workweeks”).

9 **B.** To determine each Settlement Class Member’s Individual Settlement Share, the
10 Settlement Administrator will use the following formula: Individual Settlement Share =
11 (Settlement Class Member’s Workweeks ÷ Class Workweeks) × Net Settlement Amount.

12 **C.** To determine each Participating Class Member’s Participating Individual
13 Settlement Share, the Settlement Administrator will determine the aggregate number of
14 Workweeks worked by all Participating Class Members during the Class Period (“Participating
15 Class Workweeks”) and use the following formula: Individual Settlement Share =
16 (Participating Class Member’s Workweeks ÷ Participating Class Workweeks) × Net Settlement
17 Amount.

18 **D.** The net amount of the Participating Individual Settlement Share is to be paid out
19 to Participating Class Members by way of check and is referred to as “Individual Settlement
20 Payment(s)”.

21 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
22 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
23 PAGA Payment = (Aggrieved Employee’s Workweeks ÷ PAGA Workweeks) x \$2,500.00 (the
24 PAGA Payment).

25 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid
26 to Participating Class Members and/or Aggrieved Employees by way of check. When a
27 Participating Class Member is also an Aggrieved Employee, one check may be issued that
28 aggregates both the Individual Settlement Payment and the Individual PAGA Payment

1 **11. DISTRIBUTION OF PAYMENTS**

2 **A. Distribution of Individual Settlement Payments.**

3 Participating Class Members will receive an Individual Settlement Payment and
4 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
5 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
6 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)
7 calendar days after expiration of the 180-day period, checks for such payments shall be
8 canceled and funds associated with such checks shall be considered unpaid, unclaimed or
9 abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid
10 Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil
11 Procedure section 384, shall be transmitted to Legal Aid at Work, 180 Montgomery Street,
12 Suite 600, San Francisco, California 94104, the *cy pres* recipient, for use in Los Angeles
13 County. The Settlement Administrator shall prepare a report regarding the distribution plan
14 pursuant to Code of Civil Procedure section 384 and the report shall be presented to the Court
15 by Class Counsel along with a proposed amended judgment that is consistent with the
16 provisions of Code of Civil Procedure section 384.

17 **B. Funding of Settlement.**

18 Defendants shall, within fourteen (14) calendar days of Final Approval Date, make
19 payment of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph
20 17 of this Agreement) and Employer Taxes to the Settlement Administrator pursuant to Internal
21 Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account
22 (“QSA”) with an FDIC insured banking institution, for distribution in accordance with this
23 Agreement and the Court’s Orders and subject to the conditions described herein.

24 **C. Time for Distribution.**

25 Within seven (7) calendar days after payment of the full Gross Settlement Amount and
26 Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement Administrator
27 shall distribute al payments due from the QSA, as specified in this Agreement and approved by
28 the Court, for: (1) the Service Award to Plaintiff; (2) the Attorneys’ Fees and Cost Award to be

1 paid to Class Counsel; (3) the Settlement Administrator Costs; (4) the LWDA Payment; (5)
2 Individual PAGA Payments; and Individual Settlement Payments, less applicable taxes and
3 withholdings. All interest accrued shall be for the benefit of the Class Members and distributed
4 on a *pro rata* basis to Participating Class Members based on the number of Workweeks worked
5 by them in the Class Period.

6 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

7 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys'
8 fees of up to 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph
9 17 of this Agreement, amounts to Fifty-Two Thousand Five Hundred Dollars and Zero Cents
10 (\$52,500.00). Class Counsel shall further apply for, and Defendants shall not oppose, an
11 application or motion by Class Counsel for reimbursement of actual costs associated with Class
12 Counsel's prosecution of this matter as set forth by declaration testimony in an amount up to
13 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Awards of attorneys' fees and
14 costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and
15 costs necessary to prosecute, settle, and obtain Final Approval of the settlement in Action. The
16 "future" aspect of the amounts stated herein includes, without limitation, all time and expenses
17 expended by Class Counsel (including any appeals therein). There will be no additional charge
18 of any kind to either the Settlement Class Members or request for additional consideration from
19 Defendants for such work unless, Defendants materially breach this Agreement, including any
20 term regarding funding, and further efforts are necessary from Class Counsel to remedy said
21 breach, including, without limitation, moving the Court to enforce the Agreement. Should the
22 Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than
23 the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net
24 Settlement Amount.

25 **13. SERVICE AWARD TO PLAINTIFF**

26 Named Plaintiff shall seek, and Defendants shall not oppose, a Service Award in an
27 amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for
28 participation in and assistance with the Class Action. Any Service Award awarded to Plaintiff

1 shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If
2 the Court approves the Service Award to Plaintiff in less than the amounts sought herein, then
3 the unapproved portion(s) shall be a part of the Net Settlement Amount.

4 **14. TAXATION AND ALLOCATION**

5 a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to
6 be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS
7 Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties
8 agree that the employees' share of taxes and withholdings with respect to the wage-portion of the
9 Individual Settlement Share will be withheld from the Individual Settlement Share in order to
10 yield the Individual Settlement Payment. The amount of federal income tax withholding will be
11 based upon a flat withholding rate for supplemental wage payments in accordance with Treasury

12 b. Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax
13 withholding will also be made pursuant to applicable state and/or local withholding codes or
14 regulations.

15 c. Forms W-2 and/or Forms 1099 will be distributed by the Settlement
16 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
17 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
18 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
19 set forth in this Section may be modified in a manner to bring Defendants into compliance with
20 any such changes.

21 d. All Employer Taxes shall be paid by Defendants separate, apart, and in addition
22 to the Gross Settlement Amount. Defendants shall remain liable to pay the employer's share of
23 payroll taxes as described above.

24 e. Neither Counsel for Plaintiff nor Defendants intend anything contained in this
25 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
26 be relied upon as such within the meaning of United States Treasury Department Circular 230
27 (31 C.F.R. Part 10, as amended) or otherwise.

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1 **15. PRIVATE ATTORNEYS’ GENERAL ACT ALLOCATION**

2 The Parties agree to allocate Ten Thousand Dollars and Zero Cents (\$10,000.00) of the
3 Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent
4 (75%) of the amount allocated toward PAGA (\$7,500.00) will be paid to the LWDA and twenty-
5 five percent (25%) (\$2,500.00) will be distributed to Aggrieved Employees on a *pro rata* basis
6 based upon their respective Workweeks worked as Aggrieved Employees during the PAGA
7 Period.

8 **16. COURT APPROVAL**

9 This Agreement is contingent upon an order by the Court granting Final Approval of the
10 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
11 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
12 shall be restored to their respective positions in the Action prior to entry of this Settlement. If
13 this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal,
14 it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a)
15 the Court reserves any authority to issue any appropriate orders when denying approval; and/or
16 (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive
17 the Settlement Agreement being voided or not approved, and which control in such an event.

18 **17. INCREASE IN WORKWEEKS**

19 Defendants represent that there are no more than 5,000 Workweeks during the Class
20 Period. In the event the number of Workweeks worked by Class Members during the Class
21 Period increases by more than 5%, or 250 Workweeks, then the Gross Settlement Amount shall
22 be increased proportionally by the Workweeks in excess of 5,000 Workweeks multiplied by the
23 Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-
24 upon Gross Settlement Amount (\$150,000.00) by 5,000, which amounts to a Workweek Value
25 of \$30.00. Thus, for example, should there be 6,000 Workweeks in the Class Period, then the
26 Gross Settlement Amount shall be increased by \$30,000.00. ((6,000 Workweeks – 5,000
27 Workweeks) x \$30.00 per Workweek.).

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1 **18. NOTICE OF JUDGMENT**

2 In addition to any duties set out herein, the Settlement Administrator shall provide
3 notice of the Final Judgment entered in the Action by posting the same on its website for a
4 period of no less than four (4) years.

5 **19. WITHDRAWAL FROM SETTLEMENT BASED ON REQUESTS FOR**
6 **EXCLUSION**

7 Defendants shall retain the right to nullify the Agreement in the event that more than
8 10% of Class Members submit timely and valid Requests for Exclusion. Defendants must
9 provide written notice to Class Counsel of their withdrawal within ten (10) calendar days of
10 receiving sufficient information to determine that the opt out rate exceeds 10%. If Defendants
11 exercise this right, they shall be solely responsible for the costs incurred for settlement
12 administration up to the date of nullification.

13 **20. MISCELLANEOUS PROVISIONS**

14 **A. Interpretation of the Agreement.**

15 This Agreement constitutes the entire agreement between the Parties with respect to its
16 subject matter. Except as expressly provided herein, this Agreement has not been executed in
17 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
18 written representations or terms shall modify, vary or contradict its terms. In entering into this
19 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
20 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
21 enforced under the laws of the State of California, both in its procedural and substantive aspects,
22 without regard to its conflict of law provisions. Any claim arising out of or relating to the
23 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
24 Court of the State of California for the County of Los Angeles, and Plaintiff and Defendants
25 hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection
26 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties,
27 and each of them, participated in the negotiation and drafting of this Agreement and had available
28 to them the advice and assistance of independent counsel. As such, neither Plaintiff nor

1 Defendants may claim that any ambiguity in this Agreement should be construed against the
2 other. The Agreement may be modified only by a writing signed by counsel for the Parties and
3 approved by the Court.

4 **B. Further Cooperation.**

5 The Parties and their respective attorneys shall proceed diligently to prepare and execute
6 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
7 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
8 will not take any action inconsistent with this Agreement, including, without limitation,
9 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
10 Party has taken actions inconsistent with the Settlement, including, without limitation,
11 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
12 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
13 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
14 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
15 opt-outs and/or objections.

16 **C. Counterparts.**

17 The Agreement may be executed in one or more actual or non-original counterparts, all
18 of which will be considered one and the same instrument and all of which will be considered
19 duplicate originals.

20 **D. Authority.**

21 Each individual signing below warrants that he or she has the authority to execute this
22 Agreement on behalf of the Party for whom or which that individual signs.

23 **E. No Third-Party Beneficiaries.**

24 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,
25 Class Counsel, and Defendants are direct beneficiaries of this Agreement, but there are no third-
26 party beneficiaries.

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F. Deadlines Falling on Weekends or Holidays.

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

G. Continuing Jurisdiction

The Parties hereby agree that pursuant to Code of Civil Procedure section 664.6, the trial court shall retain jurisdiction over the Parties over the Action to enforce the terms of this Agreement.


H. Severability.

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

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IT IS SO AGREED:

Dated: May 16, 2023, 2023


Erika Arellano Pineda (May 16, 2023 20:42 PDT)
ERIKA ARELLANO PINEDA
Plaintiff and Class Representative

Dated: _____, 2023

GRAND LIFE, INC.
Defendant

By: _____

Its: _____

Dated _____, 2023

JU HYUN ALVARADO-MAWN
Defendant

AGREED AS TO FORM:

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Dated: May 18, 2023

Vedang J. Patel
DAVID D. BIBBYAN
VEDANG J. PATEL
IONA LEVIN
**Counsel for Plaintiff ERIKA ARELLANO
PINEDA**

Dated: _____, 2023

HAEWON KIM
**Counsel for Defendant JU HYUN
ALVARADO-MAWN**

Dated: _____, 2023

FRANK N. LEE
Counsel for Defendant GRAND LIFE, INC.

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///

IT IS SO AGREED:

Dated: May 16, 2023, 2023

EP
Erika Arellano Pineda (May 16, 2023 20:42 PDT)
ERIKA ARELLANO PINEDA
Plaintiff and Class Representative

Dated: May 18, 2023

[Signature]
GRAND LIFE, INC.
Defendant

By: DOMING SAGONG
Its: DIRECTOR

Dated May 18, 2023

[Signature]
JUHYUN ALVARADO-MAWN
Defendant


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AGREED AS TO FORM:

Dated: _____, 2023

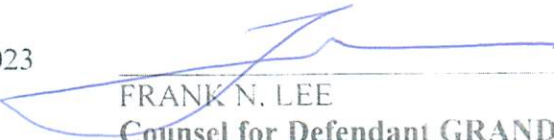
DAVID D. BIBIYAN
VEDANG J. PATEL
IONA LEVIN
Counsel for Plaintiff ERIKA ARELLANO
PINEDA

Dated: May 16, 2023



HAEWON KIM
Counsel for Defendant JU HYUN
ALVARADO-MAWN

Dated: 5/16, 2023



FRANK N. LEE
Counsel for Defendant GRAND LIFE, INC.