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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

TIMOTHY JOHN NGO, individually, on
behalf of all other similarly situated
employees, and as a representative of the
California Labor Workforce Development
Agency,

Plaintiff,

vs.

TRIPLE T GOLDEN CORP.; TRIPLE T
SILVER CORP.; TRIPLE T PLATINUM
CORP.; QUAN HOANG TRAN; CHI
MANH TRAN; AND TIMMY TANG;
AND DOES 1 through 25

Defendants.

CASE NO.: 30-2023-013226461-CU-
OE-CXC

*Assigned for all purposes to the Hon.
William D. Claster, Dept. CX101*

**AMENDED CLASS AND PAGA
SETTLEMENT AGREEMENT**

Action Filed: May 17, 2023

Trial Date: None Set

This Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Timothy John Ngo (“Plaintiff”), on one hand, and defendants Triple T Golden Corp. (“Golden”), Triple T Platinum Corp. (“Platinum”), Quan Hoang Tran, and Timmy Tang (collectively, “Settling Defendants”) on the other the hand. The Agreement refers to Plaintiff and Settling Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means Plaintiff’s lawsuit alleging wage-and-hour violations against Golden, Platinum, and other unserved corporate and individual defendants, captioned *Timothy John Ngo v. Triple T Golden Corp. et al*, Case No. 30-2023-013226461-CU-OE-CXC, initiated on May 17, 2023 (the “Action”), which is currently pending in the Superior Court of the State of California, County of Orange.

1.2. “Administrator” means the neutral entity the Parties have agreed to appoint to administer the Settlement, ILYM Group, Inc.

1.3. “Administrator Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means a person employed as an hourly, non-exempt employee by Triple T in California during the PAGA Period.

1.5. “Class” means all persons employed as hourly, non-exempt employees by Triple T in California during the Class Period.

1.6. “Class Counsel” means Alexei Kuchinsky of Kuchinsky Law Office, P.C.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class List” means Class Member identifying information in Triple T’s custody, possession, or control, including Class Members’ respective (1) names; (2) last known mailing addresses; (3) Social Security Numbers; (4) number of Class Pay Periods; and (5) number of

PAGA Pay Periods.

1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, Spanish, and Vietnamese in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Pay Period” means any bi-weekly pay period during which a Class Member worked for Triple T at least one day during the Class Period.

1.13. “Class Period” means the period from May 17, 2019, through September 17, 2024.

1.14. “Class Representative” means Plaintiff.

1.15. “Class Representative Service Payment” means the payment to Class Representative for initiating the Action, providing services in support of the Action, and executing the general release of claims set forth herein.

1.16. “Court” means the Superior Court of California, County of Orange.

1.17. Defendants means all defendants named in this Action: Triple T Golden Corp., Triple T Platinum Corp., Triple T Corp, Quan Hoang Tran, Chi Manh Tran, and Timmy Tang.

1.18. “Defense Counsel” means Glenn L. Briggs, Kymberleigh Damron-Hsiao, and Stanley Stringfellow of Kading Briggs LLP.

1.19. “Effective Date” means: (a) if no objections to the Settlement are filed or otherwise made at or before the Final Approval Hearing, the date by when the Court enters the Final Approval and Judgment; (b) if objections to the Settlement are filed or made and overruled and

1 no appeal of the Final Approval is taken, sixty-five (65) calendar days after the date the Court
2 enters the Judgment; or (c) if objections to the Settlement are filed or made and overruled and
3 appeal of the Final Approval is taken, twenty (20) calendar days after the date either the appeal is
4 withdrawn or an appellate decision affirming Judgment becomes final and not subject to any
5 further appeal.

6 1.20. "Final Approval" means the Court's order granting final approval of the
7 Settlement.

8 1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final
9 Approval of the Settlement.

10 1.22. "Gross Settlement Amount" means the total amount Settling Defendants agree to
11 pay under the Settlement, except as provided in Paragraph 5.2, below. In addition to the Gross
12 Settlement Amount, Settling Defendants shall pay any and all employer payroll taxes owed on
13 the portion of the Individual Class Payments allocated to settlement of wage claims (the "Wage
14 Portion"). The Gross Settlement Amount will be used to pay Individual Class Payments,
15 Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the
16 Class Counsel Expenses, the Class Representative Service Payment, and the Administrator
17 Expenses Payment.

18 1.23. "Individual Class Payment" means a Participating Class Member's pro rata share
19 of the Net Settlement Amount calculated according to the number of Class Pay Periods worked
20 during the Class Period.

21 1.24. "Individual Defendants" means named but unserved defendants Quan Hoang
22 Tran, Chi Manh Tran, and Timmy Tang.

23 1.25. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of
24 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked
25 during the PAGA Period.

26 1.26. "Judgment" means the judgment entered by the Court based upon Final Approval.

27 1.27. "LWDA" means the California Labor and Workforce Development Agency.

28 1.28. "LWDA PAGA Payment" means the 75% portion of the PAGA Penalties paid to

the LWDA under Labor Code section 2699, subd. (i).

1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administrator Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Triple T for at least one day during the PAGA Period.

1.32. “PAGA Period” means the period from April 19, 2022, through September 17, 2024.

1.33. “PAGA” means the Private Attorneys General Act (Labor Code § 2698 *et seq.*).

1.34. “PAGA Notice” means Plaintiff’s letter dated April 19, 2023, to the LWDA and Defendants, providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.

1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

1.38. “Released Parties” means: Defendants and their past, present, and future owners, parents, affiliates, subsidiaries, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, attorneys, accountants, insurers, reinsurers, and legal representatives.

1.39. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.40. "Response Deadline" means sixty (60) days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the date the Response Deadline has expired.

1.41. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.42. "Triple T" means Golden, Platinum, and Triple T Silver Corp. ("Silver"), a named but unserved defendant.

2. RECITALS

2.1. Triple T owns and operates two Vietnamese restaurants in Irvine, California, called "Pho Saigon Pearl." Golden is the owner of the Pho Saigon Pearl located in the Diamond Jamboree Plaza. Plaintiff worked at this restaurant from September 19, 2022, to October 13, 2022. Platinum is the owner of a second Pho Saigon Pearl, which is located in the Irvine Spectrum. Silver was the owner of a third Pho Saigon Pearl, which was located in Costa Mesa. However, Silver closed that restaurant in May 2022 and its corporate status is no longer active.

2.2. On April 19, 2023, Plaintiff transmitted his PAGA Notice under Labor Code section 2699.3, stating his intention to serve as proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations. More than sixty-five (65) days have passed and Plaintiff has not received any communication from the LWDA in response to his PAGA Notice.

2.3. On May 17, 2023, Plaintiff initiated the Action by filing a Class Action Complaint alleging seven causes of actions against Triple T for: (1) failure to pay overtime wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to provide accurate itemized wage statements; (5) failure to pay all wages due at termination; (6) civil penalties for Labor Code violations pursuant to the PAGA; and (7) unfair competition.

1 2.4. On October 13, 2023, Plaintiff amended his Class Action Complaint to add the
2 Individual Defendants as named defendants. To date, however, Plaintiff has only served the First
3 Amended Class Action Complaint (“FAC”) on Golden and Platinum. Nevertheless, the FAC is
4 the “Operative Complaint” in the Action.

5 2.5. Defendants deny the allegations in the FAC, deny any failure to comply with the
6 laws identified in the FAC, and deny any and all liability for the causes of action alleged in the
7 FAC.

8 2.6. On September 17, 2024, the Parties participated in an all-day mediation presided
9 over by Michael Young, Esquire. The mediation was successful and the Parties agreed to globally
10 resolve all class and PAGA claims in the Action.

11 2.7. Prior to mediation, Plaintiff obtained, through informal discovery: (a) a
12 statistically significant sampling of time and payroll records and Defense Counsel’s analyses
13 thereof; (b) the estimated number of current and former putative Class Members, Aggrieved
14 Employees, Class Pay Periods (and workweeks), pay periods (including PAGA Pay Periods), and
15 rates of pay for all Class Members; and (c) wage-and-hour policy documents and detailed
16 explanations of Triple T’s relevant practices. After mediation, Plaintiff also obtained relevant
17 financial documents for Triple T, including copies of tax returns and profit-and-loss statements
18 for Triple T, subject to the mediation privilege. Plaintiff’s investigation was sufficient to satisfy
19 the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th
20 1794, 1801, and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
21 (“*Dunk/Kullar*”).

22 2.8. The Court has not granted class certification.

23 2.9. The Parties, Class Counsel, and Defense Counsel represent that they are not aware
24 of any other pending matter or action asserting claims that will be extinguished or affected by the
25 Settlement.

26 **3. NON-MONETARY TERMS**

27 Plaintiff shall request dismissal, with prejudice, of Individual Defendants from the Action,
28 prior to the Court’s entry of Final Approval and Judgment and no judgment shall be entered

1 against Individual Defendants or any of them. Notwithstanding any other provisions of this
2 Agreement, in the event the Settlement Amount is not funded in full, nothing in this Agreement
3 shall preclude Plaintiff from seeking to enforce judgment against Individual Defendants under
4 California Code of Civil Procedure section 664.6.

5 **4. MONETARY TERMS**

6 4.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 5.2, below,
7 Settling Defendants promise to pay as the Gross Settlement Amount Two Hundred Thirty
8 Thousand Dollars and no cents (\$230,000.00) and to separately pay any and all employer payroll
9 taxes owed on the Wage Portion of the Individual Class Payments. Settling Defendants have no
10 obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated
11 in Paragraph 6.2 of this Agreement. The Administrator will disburse the entire Gross Settlement
12 Amount without asking or requiring Participating Class Members or Aggrieved Employees to
13 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert
14 to Settling Defendants or any other Released Party.

15 4.2. Payments from the Gross Settlement Amount. The Administrator will make and
16 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
17 the Court in the Final Approval:

18 4.2.1. To Plaintiff: A Class Representative Service Payment to Class
19 Representative of not more than \$10,000.00 in addition to any Individual Class Payments and any
20 Individual PAGA Payments that Class Representative is entitled to receive as a Participating
21 Class Member. Settling Defendants will not oppose Plaintiff's request for a Class Representative
22 Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees
23 Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
24 Representative Service Payment no later than 16 court days prior to the Final Approval Hearing.
25 If the Court approves any Class Representative Service Payment less than the amount requested,
26 the Administrator will retain the remainder in the Net Settlement Amount. The Administrator
27 will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full
28 responsibility and liability for any taxes owed on the Class Representative Service Payments and

1 will defend, indemnify, and hold Defendants and all other Released Parties harmless from any
2 dispute or controversy regarding this payment.

3 4.2.2. To Class Counsel: Class Counsel will request that the Court approve a
4 Class Counsel Fees Payment not to exceed one-third of the Gross Settlement Amount, which is
5 currently estimated to be \$76,666.67, and a Class Counsel Litigation Expenses Payment not to
6 exceed \$14,000.00. Settling Defendants will not oppose requests for these payments provided
7 that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class
8 Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior
9 to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a
10 Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator
11 will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability
12 to Class Counsel or any other counsel for Plaintiff arising from any claim to any portion of the
13 Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
14 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment
15 using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for
16 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
17 Payment and will defend, indemnify, and hold Defendants and all other Released Parties harmless
18 from any dispute or controversy regarding any division or sharing of any of these payments.

19 4.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
20 \$10,000.00, except for a showing of good cause and as approved by the Court. To the extent the
21 Administrator's expenses are less or the Court approves payment less than \$10,000.00, the
22 Administrator will retain the remainder in the Net Settlement Amount.

23 4.2.4. To Each Participating Class Member: An Individual Class Payment
24 calculated by (a) dividing the Net Settlement Amount by the total number of Class Pay Periods
25 worked by all Participating Class Members during the Class Period and (b) multiplying the result
26 by each Participating Class Member's Class Pay Periods.

27 4.2.4.1. Tax Allocation of Individual Class Payments. 20% of each
28 Participating Class Member's Individual Class Payment will be allocated to settlement of the

1 Wage Portion. The Wage Portion of each Individual Class Payment will be subject to tax
 2 withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class
 3 Member's Individual Class Payment will be allocated to settlement of claims for interest and
 4 penalties (the "Non-Wage Portion"). The Non-Wage Portion of Individual Class Payments will
 5 not be subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class
 6 Members assume full responsibility and liability for any employee taxes owed on their Individual
 7 Class Payment.

8 4.2.4.2. Effect of Non-Participating Class Members on Calculation of
 9 Individual Class Payments. Non-Participating Class Members will not receive any Individual
 10 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
 11 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

12 4.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount
 13 of \$16,000.00 to be paid from the Gross Settlement Amount, with 75% (\$12,000.00) allocated
 14 for the LWDA PAGA Payment and 25% (\$4,000.00) allocated for the Individual PAGA
 15 Payments.

16 4.2.5.1. The Administrator will calculate each Individual PAGA Payment
 17 by (a) dividing \$4,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved
 18 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's
 19 PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes
 20 owed on their Individual PAGA Payments.

21 4.2.5.2. If the Court approves PAGA Penalties of less than the amount
 22 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
 23 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

24 **5. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

25 5.1. Class Pay Periods and PAGA Pay Periods. Based on a review of their records to
 26 date, Settling Defendants estimate there are 158 Class Members who collectively worked a total
 27 of 3,650 Class Pay Periods for Triple T between May 17, 2019, and November 26, 2023, and 78
 28 Aggrieved Employees who worked a total of 1,143 PAGA Pay Periods between April 19, 2022,

1 and September 17, 2024.

2 5.2. Increase in Class Pay Periods. In the event the number of Class Pay Periods
3 worked by Class Members between May 17, 2019, and November 26, 2023, increases by more
4 than 10%, or 365 Class Pay Periods, then the Gross Settlement Amount shall be increased
5 proportionally by the Class Pay Periods in excess of 4,015 Class Pay Periods (3,650 Class Pay
6 Periods + 365 Class Pay Periods) multiplied by the Class Pay Periods Value. The Class Pay
7 Periods Value is \$63.01, calculated by dividing the originally agreed-upon Gross Settlement
8 Amount (\$230,000.00) by 3,650. Thus, for example, should there actually be 4,500 Class Pay
9 Periods between May 17, 2019, and November 26, 2023, then the Gross Settlement Amount shall
10 be increased by \$30,559.85 (which is 4,500 Class Pay Periods – 4,015 Class Pay Periods = 485
11 Class Pay Periods x \$63.01).

12 **6. SETTLEMENT FUNDING AND PAYMENTS**

13 6.1. Class List. Not later than 20 days after the Court grants Preliminary Approval of
14 the Settlement, Settling Defendants will deliver the Class List to the Administrator in the form of
15 a Microsoft Excel spreadsheet. Class Counsel shall have no right to the Class List, except Class
16 Counsel shall be provided the data of any individual Class Member who contests the Settlement
17 or disputes the amount of his or her Individual Class Payment or the number of Class Pay Periods
18 or PAGA Pay Periods worked. To protect Class Members' privacy rights, the Administrator must
19 maintain the Class List in confidence, use the Class List only for purposes of this Settlement and
20 for no other purpose, and restrict access to the Class List to Administrator employees who need
21 access to the Class List to effect and perform under this Agreement. Settling Defendants have a
22 continuing duty to immediately notify Class Counsel and the Administrator if they discover that
23 the Class List omitted class member identifying information and to provide corrected or updated
24 Class List as soon as reasonably feasible. Without any extension of the deadline by which Settling
25 Defendants must send the Class List to the Administrator, the Parties and their counsel will
26 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues relating
27 to missing or omitted Class List.

28 6.2. Funding of Gross Settlement Amount. Settling Defendants shall fully fund the

1 Gross Settlement Amount and the amounts necessary to fully pay Triple T's share of payroll taxes
2 by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

3 6.3. Payments from the Gross Settlement Amount. Thirty (30) days after Settling
4 Defendants fund the Gross Settlement Amount and the amounts necessary to fully pay Triple T's
5 share of payroll taxes, the Administrator will mail checks for all Individual Class Payments, all
6 Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the
7 Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
8 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
9 Payment, and the Class Representative Service Payment shall not precede disbursement of the
10 Individual Class Payments and the Individual PAGA Payments.

11 6.3.1. The Administrator will issue checks for the Individual Class Payments
12 and/or Individual PAGA Payments and send them to Participating Class Members and Aggrieved
13 Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently
14 state the date (not less than 180 days after the date of mailing) when the check will be voided.
15 The Administrator will cancel all checks not cashed by the void date. The Administrator will
16 send checks for Individual Settlement Payments to all Participating Class Members (including
17 those for whom Class Notice was returned undelivered). The Administrator will send checks for
18 Individual PAGA Payments to all Aggrieved Employees (including Non-Participating Class
19 Members who qualify as Aggrieved Employees and including those for whom Class Notice was
20 returned undelivered). For Participating Class Members who are also Aggrieved Employees, the
21 Administrator may send a single check combining the Individual Class Payment and the
22 Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must
23 update the recipients' mailing addresses using the National Change of Address Database.

24 6.3.2. The Administrator must conduct a Class Member Address Search for all
25 other Class Members whose checks are returned undelivered without a USPS forwarding address.
26 Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS
27 forwarding address provided or to an address ascertained through the Class Member Address
28 Search. The Administrator need not take further steps to deliver checks to Class Members whose

1 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
2 replacement check to any Class Member whose original check was lost or misplaced if requested
3 by the Class Member prior to the void date.

4 6.3.3. For any Class Member whose Individual Class Payment check or
5 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
6 shall transmit the funds represented by such checks to the California Controller's Unclaimed
7 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to
8 the requirements of California Code of Civil Procedure section 384, subd. (b).

9 6.3.4. The payment of Individual Class Payments and Individual PAGA
10 Payments shall not obligate any defendant to confer any additional benefits or make any
11 additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those
12 specified in this Agreement.

13 **7. RELEASE OF CLAIMS**

14 Effective on the date when Settling Defendants fully fund the entire Gross Settlement
15 Amount and all employer payroll taxes owed on the Wage Portion of Individual Class Payments,
16 Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as
17 follows:

18 7.1. Class Representative's Release. Plaintiff and his present and former spouses,
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release
20 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
21 limited to all claims, including PAGA claims, that were, or reasonably could have been, alleged
22 based on the facts contained in the Operative Complaint, all prior pleadings in the Action, and the
23 PAGA Notice or that were ascertained during the Action and released under Paragraph 7.2, below
24 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce
25 this Agreement or to any claims for vested benefits, unemployment benefits, disability benefits,
26 social security benefits, or workers' compensation benefits that arose at any time or that are based
27 on occurrences outside the Class Period. Plaintiff acknowledges that he might discover facts or
28 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be

1 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
2 notwithstanding such different or additional facts or Plaintiff's discovery of them.

3 7.1.1. Class Representative's Waiver of Rights Under California Civil Code
4 Section 1542. For purposes of Plaintiff's Release only, Plaintiff expressly waives and
5 relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil
6 Code, which reads:

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

12 7.2. Release by Participating Class Members. All Participating Class Members, on
13 behalf of themselves and their respective present and former spouses, representatives, agents,
14 attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties
15 from all claims, debts, liabilities, demands, obligations, guarantees, actions, or causes of action
16 of whatever kind or nature from November 21, 2018, through September 17, 2024, whether
17 known or unknown, that were alleged in the Operative Complaint or that reasonably could have
18 been alleged, based on the facts stated in the Operative Complaint and that were ascertained in
19 the course of the Action, including those arising out of or related to: (1) all claims for failure to
20 properly pay overtime wages for all hours worked; (2) all claims for failure to provide compliant
21 meal periods or compensation in lieu thereof; (3) all claims for failure to authorize and permit
22 compliant rest periods or compensation in lieu thereof; (4) all claims for failure to pay wages due
23 upon termination or resignation of employment; (5) all claims for failure to pay wages due upon
24 regularly-scheduled paydays; (6) all claims for non-compliant wage statements; and (7) all claims
25 asserted through California Business & Professions Code section 17200 *et seq.* arising out of the
26 Labor Code violations referenced in the Operative Complaint (the "Released Claims"). The
27 Released Claims include all related claims of any kind for unpaid wages, premium pay,
28 liquidated damages, statutory penalties, civil penalties, restitution, interest, injunctive relief,

1 punitive damages, and other damages, costs, expenses, and attorneys' fees arising from the
2 alleged violation of any provision of common or statutory law that were or reasonably could
3 have been raised as part of Plaintiff's claims in the Operative Complaint, including but not
4 limited to claims under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6,
5 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2698 *et*
6 *seq.*, all provisions of the California Industrial Welfare Commission Wage Orders that provide
7 the same or similar protections, and section 17200 *et seq.* of the California Business and
8 Professions Code.

9 7.2.1. Except as set forth in Section 7.3 of this Agreement, Participating Class
10 Members do not release by virtue of this Agreement any other claims, including claims for vested
11 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
12 unemployment insurance, disability, social security, workers' compensation, or claims based on
13 facts occurring outside the Class Period. The foregoing exception shall have no effect on the
14 releases of claims that Class Members and Aggrieved Employees have agreed to in other executed
15 agreements.

16 7.3. Plaintiff and each Participating Class Member acknowledge that the Released
17 Claims in Paragraph 7.2 above are also intended to include in their effect the release of all
18 Released Claims whether or not Plaintiff and/or any Participating Class Member knows or
19 suspects them to exist. With respect to the Released Claims, Plaintiff and Participating Class
20 Members may hereafter discover facts or legal arguments in addition to or different from those
21 they now know or currently believe to be true with respect to the claims and causes of action in
22 this case which are the subject matter of the Released Claims. Regardless, the discovery of new
23 facts or legal arguments shall in no way limit the scope or definition of the Released Claims and,
24 by virtue of this Agreement, Plaintiff and Participating Class Members shall be deemed to have,
25 and by operation of the Judgment shall have, fully, finally, and forever settled and released all of
26 the Released Claims as defined above.

27 7.4. Release by Aggrieved Employees. All Aggrieved Employees, on behalf of
28 themselves and their respective present and former spouses, representatives, agents, attorneys,

heirs, administrators, successors, and assigns, are deemed to release and discharge the Released Parties from all claims for any and all PAGA remedies from April 19, 2022, through September 17, 2024 that were alleged in, or reasonably could have been alleged in, or that were based on, arise from, or relate to the facts stated in the Operative Complaint, the PAGA Notice, and that were ascertained in the course of the Action, including any right, claim, or demand for civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, and 1198, all provisions of the California Industrial Welfare Commission Wage Orders that provide the same or similar protections, and section 17200 *et seq.* of the California Business and Professions Code. Plaintiff and Aggrieved Employees will be bound by this release of PAGA claims even if they, or any of them, request to be excluded from the Settlement in accordance with Paragraph 9.5, below.

8. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals as follows:

8.1. Settling Defendants’ Declaration in Support of Preliminary Approval. Within 14 days of full execution of this Agreement, Settling Defendants will prepare and deliver to Class Counsel a signed declaration from Settling Defendants and/or Defense Counsel (i) identifying any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement or (ii) averring that they are not aware of any such other pending matters or actions.

8.2. Class Representative’s Responsibilities. Plaintiff will prepare and to deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA components of the Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed order both for Preliminary Approval and for approval of the PAGA-portion of the Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its

1 “not to exceed” bid for administering the Settlement and attesting to (1) its willingness to serve,
2 (2) its competency, (3) its operative procedures for protecting the security of Class List, (4) the
3 amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance,
4 (5) all facts relevant to any actual or potential conflicts of interest with Class Members, and (6) the
5 nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel;
6 (v) a signed declaration from Plaintiff confirming his willingness and competency to serve and
7 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members
8 and/or the Administrator; (vi) a signed declaration from Class Counsel attesting to their
9 competency to represent the Class Members, their timely transmission to the LWDA of all
10 necessary PAGA documents, including the initial notice of violations (Labor Code section
11 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), and this
12 Agreement (Labor Code section 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or
13 potential conflict of interest with Class Members and the Administrator. In their Declarations,
14 Plaintiff and Class Counsel shall either (i) identify any other pending matter or action asserting
15 claims that will be extinguished or adversely affected by the Settlement or (ii) aver that they are
16 not aware of any such other pending matters or actions.

17 8.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
18 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval not later
19 than 30 days after the full execution of this Agreement, obtaining a prompt hearing date for the
20 Motion for Preliminary Approval, and for appearing in Court to advocate in favor of the Motion
21 for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary
22 Approval to the Administrator.

23 8.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
24 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
25 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
26 conferring in good faith to resolve the disagreement. If the Court does not grant Preliminary
27 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
28 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by

1 meeting and conferring in good faith to modify the Agreement and otherwise satisfy the Court's
2 concerns.

3 **9. SETTLEMENT ADMINISTRATION**

4 9.1. Selection of Administrator. The Parties have jointly selected the Administrator to
5 administer all aspects of the Settlement and have verified that, as a condition of appointment, the
6 Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
7 specified in this Agreement in exchange for the Administrator Expenses Payment. The Parties
8 and their Counsel represent that they have no interest or relationship, financial or otherwise, with
9 the Administrator other than perhaps a professional relationship arising out of prior experiences
10 administering settlements.

11 9.2. Employer Identification Number. The Administrator shall have and use its own
12 Employer Identification Number for the purposes of calculating payroll tax withholdings and
13 providing reports to state and federal tax authorities.

14 9.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund
15 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
16 Regulation section 468B-1.

17 9.4. Notice to Class Members

18 9.4.1. No later than three (3) business days after receipt of the Class List, the
19 Administrator shall notify Class Counsel that the list has been received and state the number of
20 Class Members, Aggrieved Employees, Class Pay Periods, and PAGA Pay Periods in the Class
21 List.

22 9.4.2. Using best efforts to perform as soon as possible, and in no event later than
23 14 days after receiving the Class List, the Administrator will send to all Class Members identified
24 in the Class List, via first-class United States Postal Service ("USPS") mail, the Class Notice,
25 with Spanish and Vietnamese translations, substantially in the form attached to this Agreement
26 as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any
27 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and the
28 number of Class Pay Periods and PAGA Pay Periods (if applicable) used to calculate these amounts.

1 Before mailing Class Notices, the Administrator shall update Class Member addresses using the
2 National Change of Address database.

3 9.4.3. Not later than 3 business days after the Administrator's receipt of any Class
4 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
5 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
6 address, the Administrator shall conduct a Class Member Address Search and re-mail the Class
7 Notice to the most current address obtained. The Administrator has no obligation to make further
8 attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by
9 the USPS a second time.

10 9.4.4. The deadlines for Class Members' written objections, challenges to Class
11 Pay Periods and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional
12 15 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose
13 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline
14 with the re-mailed Class Notice.

15 9.4.5. If the Administrator, Defendants, Defense Counsel, or Class Counsel is
16 contacted by or otherwise discovers any person who believes he or she should have been included
17 in the Class List and should have received Class Notice, the Parties will expeditiously meet and
18 confer in person or by telephone and in good faith in an effort to agree on whether to include them
19 as Class Members. If the Parties agree, such persons will be Class Members entitled to the same
20 rights as other Class Members and the Administrator will send, via email or overnight delivery, a
21 Class Notice requiring them to exercise options under this Agreement not later than 15 days after
22 receipt of the Class Notice or the deadline dates in the Class Notice, whichever are later.

23 9.5. Requests for Exclusion (Opt-Outs).

24 9.5.1. Class Members who wish to exclude themselves from (opt-out of) the class
25 action components of the Settlement must send the Administrator, by mail, a signed written
26 Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus
27 an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for
28 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates

1 the Class Member's election to be excluded from the Settlement and includes the Class Member's
2 name, address, and email address and/or telephone number. To be valid, a Request for Exclusion
3 must be timely postmarked by the Response Deadline.

4 9.5.2. The Administrator may not reject a Request for Exclusion as invalid
5 because it fails to contain all the information specified in the Class Notice. The Administrator
6 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
7 identity of the person as a Class Member and the Class Member's desire to be excluded. The
8 Administrator's determination shall be final and not appealable or otherwise susceptible to
9 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
10 the Administrator may demand additional proof of the Class Member's identity. The
11 Administrator's determination of authenticity shall be final and not appealable or otherwise
12 susceptible to challenge.

13 9.5.3. Every Class Member who does not submit a timely and valid Request for
14 Exclusion is deemed to be a Participating Class Member under this Agreement and consequently
15 entitled to all benefits, and bound by all terms and conditions, of the Settlement, including the
16 Participating Class Members' Releases under Paragraphs 7.2 and 7.3 of this Agreement, whether
17 or not the Participating Class Member actually receives the Class Notice or objects to the
18 Settlement.

19 9.5.4. Every Class Member who submits a valid and timely Request for
20 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
21 or have the right to object to the class action components of the Settlement. However, Class
22 Members who are Aggrieved Employees cannot exclude themselves from the PAGA components
23 of the Settlement. Consequently, because future PAGA claims are subject to claim preclusion
24 upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees
25 are deemed to release the claims identified in Paragraph 7.3 of this Agreement (even if they submit
26 a valid and timely Request for Exclusion) and are eligible for an Individual PAGA Payment.

27 9.6. Challenges to Calculation of Pay Periods. Each Class Member shall have 60 days
28 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members

1 whose Class Notice is re-mailed) to challenge the number of Class Pay Periods and PAGA Pay
2 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may
3 challenge the allocation by communicating with the Administrator via fax, email, or mail. For the
4 convenience of Class Members, a Pay Period Dispute Form shall be enclosed with the Class
5 Notice to facilitate such challenges. The Administrator must encourage the challenging Class
6 Member to submit supporting documentation. In the absence of any contrary documentation, the
7 Administrator is entitled to presume that the Class Pay Periods contained in the Class Notice are
8 correct so long as they are consistent with the Class List. The Administrator's determination of
9 each Class Member's allocation of Class Pay Periods and/or PAGA Pay Periods shall be final and
10 not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide
11 copies of all challenges to calculation of Class Pay Periods and/or PAGA Pay Periods to Defense
12 Counsel and Class Counsel and the Administrator's determination of the challenges.

13 9.7. Objections to Settlement

14 9.7.1. Only Participating Class Members may object to the class action
15 components of the Settlement and/or this Agreement, including contesting the fairness of the
16 Settlement and/or amounts requested for the Class Counsel Fees Payment, the Class Counsel
17 Litigation Expenses Payment, and/or the Class Representative Service Payment.

18 9.7.2. Participating Class Members may send written objections to the
19 Administrator by mail. In the alternative, Participating Class Members may appear in Court (or
20 hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
21 A Participating Class Member who elects to send a written objection to the Administrator must
22 do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an
23 additional 15 days for Class Members whose Class Notice was re-mailed).

24 9.7.3. Non-Participating Class Members have no right to object to any of the class
25 action components of the Settlement.

26 9.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks
27 to be performed or observed by the Administrator contained in this Agreement or otherwise.

28 9.8.1. Website, Email Address, and Toll-Free Number. The Administrator will

1 maintain and use an internet website to post information of interest to Class Members including
2 the date, time, and location for the Final Approval Hearing and copies of the Settlement
3 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the
4 Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation
5 Expenses Payment, and Class Representative Service Payment, the Final Approval, and the
6 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
7 telephone number to receive Class Member calls, faxes, and emails.

8 9.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
9 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
10 later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the
11 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
12 and other identifying information of Class Members who have timely submitted valid Requests
13 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class
14 Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for
15 Exclusion from Settlement submitted (whether valid or invalid).

16 9.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide
17 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
18 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
19 Exclusion (whether valid or invalid) received, objections received, challenges to Class Pay
20 Periods and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual
21 Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must
22 include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies
23 of all Requests for Exclusion and objections received (if any).

24 9.8.4. Pay Period Challenges. The Administrator has the authority to address and
25 make final decisions consistent with the terms of this Agreement on all Class Member challenges
26 over the calculation of Class Pay Periods and/or PAGA Pay Periods. The Administrator’s
27 decision shall be final and not appealable or otherwise susceptible to challenge.

28 9.8.5. Administrator’s Declaration. Not later than 5 days before the date by

1 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
 2 Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable
 3 for filing in Court attesting to its due diligence and compliance with all of its obligations under
 4 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
 5 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
 6 total number of Requests for Exclusion from Settlement it received (both valid or invalid), and
 7 the number of written objections and attach the Exclusion List. The Administrator will
 8 supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel
 9 is responsible for filing the Administrator's declaration(s) in Court.

10 9.8.6. Final Report by Settlement Administrator. Within 10 days after the
 11 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
 12 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
 13 identification number only of all payments made under this Agreement. At least 7 days before
 14 any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and
 15 Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of
 16 all payments required under this Agreement. Class Counsel is responsible for filing the
 17 Administrator's declaration in Court.

18 **10. DEFENDANTS' RIGHT TO WITHDRAW**

19 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5%
 20 of the total of all Class Members, Settling Defendants may elect to withdraw from the Settlement.
 21 The Parties agree that, if Settling Defendants withdraw, the Settlement shall be void *ab initio*,
 22 have no force or effect whatsoever, and that neither Party will have any further obligation to
 23 perform under this Agreement; provided, however, Settling Defendants will remain responsible
 24 for paying all settlement administration expenses incurred to that point. Settling Defendants must
 25 notify Class Counsel and the Court of its election to withdraw not later than 7 days after the
 26 Administrator sends the final Exclusion List to Defense Counsel; late elections will have no
 27 effect.
 28

1 **11. MOTION FOR FINAL APPROVAL**

2 Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will
3 file in Court a motion for final approval of the Settlement that includes a request for approval of
4 the PAGA components of the Settlement under Labor Code section 2699, subd. (l), a proposed
5 Final Approval, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff
6 shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing
7 the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and
8 confer in good faith to resolve any disagreements concerning the Motion for Final Approval.

9 11.1. Response to Objections. Each Party retains the right to respond to any objection
10 raised by a Participating Class Member, including the right to file responsive documents in Court,
11 not later than 5 court days prior to the Final Approval Hearing or as otherwise ordered or accepted
12 by the Court.

13 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
14 Approval on any material change to the Settlement (including, but not limited to, the scope of
15 release to be granted by Class Members), the Parties will expeditiously work together in good
16 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
17 Approval. The Court's decision to award less than the amounts requested for the Class
18 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
19 Expenses Payment, and/or the Administrator Expenses Payment shall not constitute a material
20 modification to the Agreement within the meaning of this paragraph.

21 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of
22 Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely
23 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
24 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
25 In the event that Plaintiff initiates any legal action to collect or enforce the payment terms of this
26 Settlement Agreement, the prevailing party shall be entitled to recover all reasonable attorneys'
27 fees and costs incurred in connection with such action.

28 11.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms

1 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
2 Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their
3 respective counsel, and all Participating Class Members who did not object to the Settlement as
4 provided in this Agreement waive all rights to appeal from the Judgment, including all rights to
5 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
6 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
7 of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the
8 Parties' obligations to perform under this Agreement will be suspended until such time as the
9 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
10 the amount of the Net Settlement Amount.

11 11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
12 appealed and the reviewing Court vacates, reverses, or modifies the Judgment in a manner that
13 requires a material modification of this Agreement (including, but not limited to, the scope of
14 release to be granted by Class Members), this Agreement shall be null and void. The Parties shall
15 nevertheless expeditiously work together in good faith to address the appellate court's concerns
16 and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional
17 settlement administration expenses reasonably incurred after remittitur. An appellate decision to
18 vacate, reverse, or modify the Court's award of the Class Representative Service Payment, the
19 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and/or the
20 Administrator Expenses Payment shall not constitute a material modification of the Judgment
21 within the meaning of this paragraph, as long as the Gross Settlement Amount remains
22 unchanged.

23 **12. AMENDED JUDGMENT**

24 If any amended judgment is required under Code of Civil Procedure section 384, the
25 Parties will work together in good faith to jointly submit and a proposed amended judgment.

26 **13. ADDITIONAL PROVISIONS**

27 13.1. No Admission of Liability, Class Certification, or Representative Manageability
28 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed

1 claims. Nothing in this Agreement is intended or should be construed as an admission by Settling
2 Defendants or any of the other Released Parties that any of the allegations in the Operative
3 Complaint have merit or that Defendants or the Released Parties have any liability for any claims
4 asserted, nor should it be intended or construed as an admission by Plaintiff that Defendants'
5 defenses in the Action have merit. The Parties agree that class certification and representative
6 treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant
7 Preliminary Approval, Final Approval, or enter Judgment, Settling Defendants reserve the right
8 to contest certification of any class for any reasons and reserve all available defenses to the claims
9 in the Action and Plaintiff reserves the right to move for class certification on any grounds
10 available and to contest Defendants' defenses. The Settlement, this Agreement, and the Parties'
11 willingness to settle the Action will have no bearing on, and will not be admissible in connection
12 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
13 Agreement).

14 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Settling
15 Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary
16 Approval of Settlement is filed, they and each of them will not disclose, disseminate, and/or
17 publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the
18 terms of the Agreement, directly or indirectly, specifically or generally, to any person,
19 corporation, association, government agency, or other entity except: (1) to the Parties' attorneys,
20 accountants, or spouses, all of whom will be instructed to keep this Agreement confidential;
21 (2) counsel in a related matter (if any); (3) to the extent necessary to report income to appropriate
22 taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or
23 subpoena issued by a state or federal government agency. Each Party agrees to immediately
24 notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such
25 information. Plaintiff, Class Counsel, Settling Defendants, and Defense Counsel separately agree
26 not to, directly or indirectly, initiate any conversation or other communication before the filing of
27 the Motion for Preliminary Approval with any third party regarding this Agreement or the matters
28 giving rise to this Agreement, except to respond only that "the matter was resolved" or words to

1 that effect. This paragraph does not restrict Class Counsel's communications with Class Members
2 in accordance with Class Counsel's ethical obligations owed to Class Members.

3 13.3. No Solicitation. The Parties separately agree that they and their respective counsel
4 and employees will not solicit any Class Member to opt out of or object to the Settlement or
5 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
6 Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical
7 obligations owed to Class Members.

8 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this
9 Agreement together with its attached exhibits shall constitute the entire agreement between the
10 Parties relating to the Settlement, superseding any and all oral representations, warranties,
11 covenants, or inducements made to or by any Party.

12 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant
13 and represent that they are authorized by Plaintiff and Settling Defendants, respectively, to take
14 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
15 to effectuate its terms and to execute any other documents reasonably required to effectuate the
16 terms of this Agreement, including any amendments to this Agreement.

17 13.6. Cooperation. The Parties and their counsel will cooperate with each other and
18 use their best efforts, in good faith, to implement the Settlement by, among other things,
19 modifying the Settlement Agreement, submitting supplemental evidence, and supplementing
20 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
21 the form or content of any document necessary to implement the Settlement or on any
22 modification of the Agreement that may become necessary to implement the Settlement, the
23 Parties will seek the assistance of a mediator and/or the Court for resolution.

24 13.7. No Prior Assignments. The Parties separately represent and warrant that they have
25 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
26 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
27 action, or right released and discharged by the Party in this Settlement.

28 13.8. No Tax Advice. Neither Plaintiff nor Class Counsel nor Settling Defendants nor

1 Defense Counsel have provided or are providing any advice regarding taxes or taxability and
2 nothing in this Agreement shall be relied upon as such within the meaning of United States
3 Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

4 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
5 modified, changed, or waived only by an express written instrument signed by all Parties or their
6 representatives and approved by the Court.

7 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and
8 inure to the benefit of, the successors of each of the Parties.

9 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will
10 be governed by and interpreted according to the internal laws of the state of California, without
11 regard to conflict of law principles.

12 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and
13 preparation of this Agreement. This Agreement will not be construed against any Party on the
14 basis that the Party was the drafter or participated in the drafting.

15 13.13. Confidentiality. To the extent permitted by law, all agreements made and orders
16 entered during the Action and in this Agreement relating to the confidentiality of information
17 shall survive the execution of this Agreement

18 13.14. Use of Class Data. Information provided to Class Counsel pursuant to California
19 Evidence Code section 1152 and all copies and summaries of any Class-related data and
20 documents provided to Class Counsel by Settling Defendants in connection with the mediation,
21 other settlement negotiations, or in connection with the Settlement (hereafter, "Class Data") may
22 be used only with respect to this Settlement and for no other purpose and may not be used in any
23 way that violates any existing contractual agreement, statute, or rule of court. Class Counsel shall
24 not be required to return or destroy any copies of Class Data but shall be required to take all
25 reasonable steps to maintain the confidentiality and security of such documents and information.
26 Furthermore, neither Plaintiff nor Class Counsel shall produce, disclose, transmit, or otherwise
27 share Class Data with any third party without providing at least 10 days' written notice to Settling
28 Defendants and Defense Counsel. Moreover, they shall notify Settling Defendants within 48

hours of their receipt of any demand by subpoena or in discovery for production of same and shall refrain from producing Class Data in response to such demands absent a court order.

13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.17. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail or the day sent by email or messenger, addressed as follows:

To Plaintiff:

KUCHINSKY LAW OFFICE, P.C.

Alexei Kuchinsky
ak@kuchinskylawoffice.com
 220 Montgomery Street, Suite 2100
 San Francisco, California 94104
 Tel: (628) 200-0902; Fax: (628) 200-0907

To Settling Defendants:

KADING BRIGGS LLP

Glenn L. Briggs
gbriggs@kadingbriggs.com
 Kymberleigh Damron-Hsiao
kdh@kadingbriggs.com
 Stanley G. Stringfellow II
sgs@kadingbriggs.com
 100 Spectrum Center Drive, Suite 800
 Irvine, California 92618
 Tel: (949) 450-8040

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, which, for purposes of this Agreement, shall be accepted as an original. All executed counterparts, and each of them, will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to

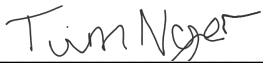
prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that, upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, pursuant to California Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under section 583.310 for the entire period of this settlement process.

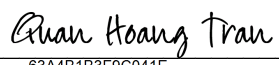
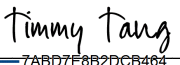
13.20. Severability. In the event that one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, 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.

IT IS SO AGREED:



Date: 02/17/2025


Timothy John Ngo, Plaintiff

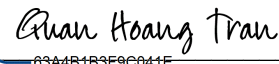
Date: 2/21/2025

Signed by:  Signed by: 
Triple T Golden Corp., Defendant
By: Quan Hoang Tran Timmy Tang

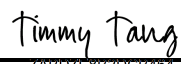
Date: 2/21/2025

Signed by:  Signed by: 
Triple T Platinum Corp., Defendant
By: Quan Hoang Tran Timmy Tang

Date: 2/21/2025

Signed by: 
Quan Hoang Tran, Defendant, individually

Date: 2/24/2025

Signed by: 
Timmy Tang, Defendant, individually

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Date: 2/14/2025 [SIGNATURES CONTINUED ON NEXT PAGE]

Alexei Kuchinsky
Counsel for Plaintiff

Date: 2/24/2025

Glenn L. Briggs
Glenn L. Briggs
Kymberleigh Damron-Hsiao
Stanley G. Stringfellow II
Counsel for Defendants

Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL

Timothy John Ngo v. Triple T Golden Corp. et al.
Orange County Superior Court Case No. 30-2023-013226461-CU-OE-CXC

The Superior Court of the State of California Authorized this Notice.
Read It Carefully! You Are Not Being Sued. This Notice Is Not Junk Mail, Spam, an Advertisement, or Solicitation by a Lawyer.

You may be eligible to receive money from an employee class action lawsuit (the “Action”) against Triple T Golden Corp., Triple T Platinum Corp., and Triple T Silver Corp., the owners of Pho Saigon Pearl Vietnamese restaurants located in the Diamond Jamboree Plaza and Irvine Spectrum in Irvine, California, and in Costa Mesa (which closed in 2022) (collectively, “Defendants”) for alleged wage-and-hour violations. The Action was filed by a former employee of Defendants, Timothy John Ngo (“Plaintiff”), and seeks payment of (1) allegedly unpaid back wages and related penalties for a class of non-exempt hourly employees (“Class Members”) who worked for Defendants during the Class Period of May 17, 2019, through September 17, 2024; and (2) additional penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt hourly employees who worked for Defendants during the PAGA Period from April 19, 2022, through September 17, 2024 (“Aggrieved Employees”).

The proposed settlement has two main parts: (1) a Class Settlement requiring Defendants to fund “Individual Class Payments,” and (2) a PAGA Settlement requiring Defendants to fund “Individual PAGA Payments” and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). The Class Settlement and the PAGA Settlement are collectively referred to herein as the “Settlement.”

Your Individual Class Payment is estimated to be \$ [REDACTED] (less withholdings) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive will likely be different and will depend on a number of factors, which is explained in more detail in Section 4E of this Notice. The above estimates are based on Defendants’ records that show you worked [REDACTED] pay periods during the Class Period and [REDACTED] pay periods during the PAGA Period.

While the Court has already preliminarily approved the Settlement, it has not yet decided whether to grant final approval of the Settlement. **A final approval hearing (“Final Approval Hearing”) regarding the Settlement will be held on [REDACTED], 2025 at [REDACTED] a.m./p.m. at the Orange County Superior Court of the State of California, Department CX 101, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701.** The Court will determine at the hearing whether the Settlement is fair, reasonable, and adequate, whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants. The Court will also decide how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”).

Read this Notice carefully. You will be deemed to have carefully read and understood it. Your legal rights are affected whether you act or not.

If you worked for any of the Defendants during the Class Period and/or the PAGA Period, the following options are available to you under the Settlement:

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You don’t have to do anything to participate in the Settlement. If you do nothing,

	<p>you will be a “Participating Class Member,” eligible for an Individual Class Payment and an Individual PAGA Payment (if any). As a “Participating Class Member,” though, you will give up your right to assert the claims for unpaid wages and penalties against Defendants that are covered by this Settlement (the “Released Claims”).</p>
<p>YOU CAN OPT OUT OF THE CLASS ACTION SETTLEMENT BUT NOT THE PAGA SETTLEMENT</p> <p>THE OPT-OUT DEADLINE IS <div style="background-color: yellow; height: 15px; width: 100%;"></div></p>	<p>If you want to preserve your right to personally pursue Class Period wage claims against Defendants, you can exclude yourself from, or opt out of, the Class Settlement by sending the Administrator (defined in Section 4B, below) a written Request for Exclusion (defined in Section 5D, below). Once excluded, you will be a “Non-Participating Class Member” and will not be eligible for an Individual Class Payment. As a Non-Participating Class Member, you also cannot object to any portion of the Settlement. If you opt out of the Class Settlement, your share of the non-PAGA Settlement proceeds may be divided up amongst the Participating Class Members. See Section 5D of this Notice for additional information.</p> <p>Legally, you cannot opt out of the PAGA Settlement. Consequently, if you opt out of the Class Settlement but you are an Aggrieved Employee, you will still receive an Individual PAGA Payment and you will give up your rights as a matter of law to pursue PAGA claims during the PAGA Period.</p>
<p>PARTICIPATING CLASS MEMBERS CAN OBJECT TO THE CLASS SETTLEMENT</p> <p>WRITTEN OBJECTIONS MUST BE SUBMITTED BY <div style="background-color: yellow; height: 15px; width: 100%;"></div></p>	<p>Any Participating Class Members may object to the any aspect of the Class Settlement. The Court’s decision whether to grant final approval of the Settlement will include a determination of how much will be paid to Plaintiff and to Class Counsel who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, however, every dollar paid to them reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Plaintiff and/or Class Counsel if you think they are unreasonable. See Section 5C of this Notice.</p>
<p>YOU CAN CHALLENGE THE CALCULATION OF YOUR PAY PERIODS</p> <p>WRITTEN CHALLENGES MUST BE SUBMITTED BY <div style="background-color: yellow; height: 15px; width: 100%;"></div></p>	<p>The amounts of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many pay periods you worked during the Class Period and how many pay periods you worked during the PAGA Period, respectively.</p> <p>The number of pay periods in the Class Period and the number of pay periods in the PAGA Period you worked according to Defendants’ records are stated on the first page and in Section 4E of this Notice. If you disagree with either of these numbers, you have until <div style="background-color: yellow; height: 15px; width: 100%;"></div> to submit your dispute to the Administrator. Any dispute as to the number of pay periods must be in writing. Defendants’ records will be presumed accurate so you must include proof substantiating your dispute. The Administrator will investigate and determine if the dispute appears to be valid. See Section 5B of this Notice.</p>
YOU CAN	<p>The Court’s Final Approval Hearing is scheduled to take place on <div style="background-color: yellow; height: 15px; width: 100%;"></div>. You do</p>

<p>PARTICIPATE IN THE FINAL APPROVAL HEARING, SCHEDULED FOR</p>	<p>not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. See Section 7A of this Notice.</p>
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Defendants will not retaliate against you for any actions you take with respect to the Settlement.

1. WHAT IS THE PURPOSE OF THIS NOTICE?

Plaintiff initiated a putative class action on May 17, 2023, known as *Timothy John Ngo v. Triple T Golden Corp. et al.*, in Orange County Superior Court, Case Number 30-2023-013226461-CU-OE-CXC, against Triple T Golden Corp., Triple T Platinum Corp., and Triple T Silver Corp. Plaintiff later amended his lawsuit to add (1) individuals Quan Hoang Tran, Chi Manh Tran, and Timmy Tang as named defendants and (2) a cause of action for recovery of civil penalties under the Private Attorneys General Act (“PAGA”). Plaintiff and Defendants have reached a settlement on behalf of non-exempt employees who worked for Defendants at any time between May 17, 2019, through September 17, 2024. Judge William D. Claster in Department CX101 of the Orange County Superior Court is overseeing the Action and this Settlement. Defendants’ records indicate that you are a Class Member covered by this Settlement.

2. WHAT IS THE ACTION ABOUT?

The Action alleges that Defendants violated California labor laws (and the related Industrial Wage Order) by failing to pay overtime and double time wages and all wages due upon termination and by failing to provide rest breaks, meal periods, and accurate itemized wage statements. Based on these same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*). Plaintiff is represented by Class Counsel, namely, Alexei Kuchinsky, Esq., of KUCHINSKY LAW OFFICE, P.C.

You can read Plaintiff’s allegations as stated in the Operative Complaint, which is available at [\[Administrator’s website\]](#).

3. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has not decided whether Plaintiff or Defendants are correct. Plaintiff and Defendants reached a settlement by mediating this Action with an experienced neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. By signing a lengthy written settlement agreement (the “Settlement Agreement”) and agreeing to jointly ask the Court to enter judgment ending the Action and enforcing the terms of the Settlement Agreement, Plaintiff and Defendants have negotiated a settlement that is subject to the Court’s final approval. Both sides agree the proposed settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merits of any of Plaintiff’s claims. Plaintiff and Class Counsel strongly believe that the Settlement is a good deal for you because they believe that: (a) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strengths of the claims and the risks and uncertainties of continued litigation; and (b) settlement is in the best interests of the Class Members and the Aggrieved Employees. The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized this Notice, and has scheduled a hearing to determine final approval.

4. TERMS OF THE SETTLEMENT

A. HOW MUCH IS THE SETTLEMENT AND WHO IS PAYING IT?

Defendants have agreed to pay \$230,000.00 (the “Gross Settlement Amount”) to settle all the claims of Plaintiff, Class Members, and Aggrieved Employees. The Gross Settlement Amount will be deposited into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, payment to Plaintiff for initiating the Action and providing services in support of the Action (the “Class Representative Service Payment”), Class Counsel’s fees and litigation expenses, the expenses incurred by the Administrator to effectuate the Settlement, and penalties required to be paid to the California Labor and Workforce Development Agency (“LWDA”).

B. THE ADMINISTRATOR

The Court has appointed the neutral company, ILYM Group, Inc. (the “Administrator”), to administer the Settlement, including sending this Notice, calculating and making payments, and processing any Class Member’s Request for Exclusion. The Administrator will also help resolve Class Member challenges over pay periods, mail and re-mail settlement checks and tax forms, and perform any other tasks necessary to administer the Settlement.

C. WHAT WILL THE GROSS SETTLEMENT AMOUNT PAY?

At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the final amounts for which will be decided by the Court at the Final Approval Hearing:

- i. Up to \$76,666.67 (which represents 33 1/3% of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$14,000.00 for Class Counsel’s litigation expenses. To date, Class Counsel have worked and incurred expenses in and for the Action without payment.
- ii. Up to \$10,000.00 to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class, in addition to his Individual Class Payment and Individual PAGA Payment.
- iii. Up to \$10,000.00 to the Administrator for services to administer the Settlement.
- iv. Up to \$16,000.00 for PAGA penalties, of which seventy-five percent (75%) (*i.e.*, \$12,000.00) shall be remitted to the LWDA as the LWDA PAGA payment and the remaining twenty-five percent (25%) (*i.e.*, \$4,000.00) shall be distributed to Aggrieved Employees based on their PAGA Period pay periods.

After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount to Class Members (the “Net Settlement Amount”). Any Participating Class Member has the right to object to any portion of these deductions. The Court will consider all objections.

D. HOW WILL THE NET SETTLEMENT AMOUNT AND PAGA PENALTIES BE DISTRIBUTED AMONG CLASS MEMBERS?

The Net Settlement Amount of at least \$103,333.33 and the additional 25% of the PAGA penalties reserved for payment to Aggrieved Employees (up to \$4,000.00) will be distributed as follows:

i. Individual Class Payments.

The Administrator will calculate Individual Class Payments to be paid from the Net Settlement Amount by (a) dividing the Net Settlement Amount by the total number of Class Pay Periods worked by all Participating Class Members and (b) multiplying the result by the number of Class Pay Periods worked by each individual Participating Class Member.

Plaintiff and Defendants are requesting the Court to approve an allocation of 20% of each Individual

Class Payment toward taxable wages (the “Wage Portion”) and the remaining 80% towards penalties and interest (the “Non-Wage Portion”).

The Wage Portion of Individual Class Payments will be subject to employee tax withholdings, as reported on IRS W-2 Forms, which will be withheld and paid from the Wage Portions of the Individual Class Payments.

The Non-Wage Portion of Individual Class Payments will be counted as penalties and interest rather than wages for tax purposes (and therefore shall not be subject to any tax withholdings). The Administrator will report the Non-Wage Portion of the Individual Class Payments on IRS 1099 Forms.

ii. The Individual PAGA Payments.

The Administrator will calculate the Individual PAGA Payments by (a) dividing the 25% of the PAGA penalties reserved for payment to Aggrieved Employees (up to \$4,000.00) by the total number of PAGA pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

The Individual PAGA Payments will be counted as penalties rather than wages for tax purposes (and therefore shall not be subject to any tax withholdings). The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

iii. No Advice regarding Tax Treatment of Individual Class and PAGA Payments.

Although Plaintiff and Defendants have agreed to this allocation, neither side is giving you any advice on whether your Individual Class Payment and, if eligible, your Individual PAGA Payment are taxable and how much you might owe in taxes. You should consult with a tax advisor concerning the tax consequences of the payments you receive under the Settlement.

E. WHAT WILL MY APPROXIMATE RECOVERY BE?

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED].¹** The actual amount you may receive will likely be different and will depend on a number of factors, including (i) the number of Class Members who ultimately participate in the Settlement; (ii) the ultimate costs of providing notice and administering the Settlement; and (iii) the amount that the Court ultimately awards with respect to the Class Representative Service Payment, Class Counsel’s fees and litigation expenses, and Administrator expenses.

The above estimates are based on Defendants’ records that show **you worked [REDACTED] pay periods** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more pay periods during the Class Period or you worked more pay periods during the PAGA Period, you can submit a challenge by the deadline date indicated in Section 5B of this Notice.

F. WHAT CLAIMS WOULD I BE RELEASING IF I DO NOT OPT OUT OF THE SETTLEMENT?

Upon final approval of the Settlement and when Defendants have fully funded the Gross Settlement Amount, each Class Member who has not opted out of the Class Settlement (*i.e.*, each Participating Class Member) will be legally barred from asserting any of the claims released under the Settlement. This means that, unless you have opted out by submitting a valid and timely Request for Exclusion, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or their related entities for wages based

¹ If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records, you are not eligible for an Individual PAGA Payment under the Settlement Agreement because you did not work during the PAGA Period.

on the Class Period facts or for PAGA penalties based PAGA Period facts, as alleged in the Operative Complaint.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective present and former spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties from all claims, debts, liabilities, demands, obligations, guarantees, actions, or causes of action of whatever kind or nature from November 21, 2018, through September 17, 2024, whether known or unknown, that were alleged in the Operative Complaint or that reasonably could have been alleged, based on the facts stated in the Operative Complaint and that were ascertained in the course of the Action, including those arising out of or related to: (1) all claims for failure to properly pay overtime wages for all hours worked; (2) all claims for failure to provide compliant meal periods or compensation in lieu thereof; (3) all claims for failure to authorize and permit compliant rest periods or compensation in lieu thereof; (4) all claims for failure to pay wages due upon termination or resignation of employment; (5) all claims for failure to pay wages due upon regularly-scheduled paydays; (6) all claims for non-compliant wage statements; and (7) all claims asserted through California Business & Professions Code section 17200 *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint (the “Released Claims”). The Released Claims include all related claims of any kind for unpaid wages, premium pay, liquidated damages, statutory penalties, civil penalties, restitution, interest, injunctive relief, punitive damages, and other damages, costs, expenses, and attorneys’ fees arising from the alleged violation of any provision of common or statutory law that were or reasonably could have been raised as part of Plaintiff’s claims in the Operative Complaint, including but not limited to claims under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2698 *et seq.*, all provisions of the California Industrial Welfare Commission Wage Orders that provide the same or similar protections, and section 17200 *et seq.* of the California Business and Professions Code.

Aggrieved Employees shall also be bound by the release of any claims for civil penalties under section 2699 *et seq.* of the California Labor Code that were alleged in Plaintiff’s PAGA Notice and/or the Operative Complaint, even if they formally opted out of the Class Settlement and are no longer bound by the other provisions of the above release that are not claims for civil penalties under section 2699 *et seq.* This means that all Aggrieved Employees (including Non-Participating Class Members) cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in Plaintiff’s PAGA Notice and/or Operative Complaint. The Aggrieved Employees’ release provides as follows:

All Aggrieved Employees, on behalf of themselves and their respective present and former spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release and discharge the Released Parties from all claims for any and all PAGA remedies from April 19, 2022, through September 17, 2024 that were alleged in, or reasonably could have been alleged in, or that were based on, arise from, or relate to the facts stated in the Operative Complaint, the PAGA Notice, and that were ascertained in the course of the Action, including any right, claim, or demand for civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, and 1198, all provisions of the California Industrial Welfare Commission Wage Orders that provide the same or similar protections, and section 17200 *et seq.* of the California Business and Professions Code. Plaintiff and Aggrieved Employees will be bound by this release of PAGA claims even if they, or any of them, request to be excluded from the

Settlement in accordance with Paragraph 9.5 [of the Settlement Agreement].

G. THE SETTLEMENT IS SUBJECT TO COURT APPROVAL AND WILL BE VOID IF THE COURT DENIES FINAL APPROVAL.

It is possible that the Court will decline to grant final approval of the Settlement or decline to enter judgment on its order granting final approval. It is also possible that the Court will enter a judgment on its order granting final approval that is subsequently reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void, meaning that Defendants will not pay any money and Class Members will not release any claims against Defendants.

5. YOUR RIGHTS AND OPTIONS

A. HOW WILL I GET PAID?

For every Participating Class Member (*i.e.*, every Class Member who does not opt-out), the Administrator will send, by U.S. Mail, an Individual Class Payment Check and, to those who qualify as Aggrieved Employees, a separate Individual PAGA Payment check. For every Non-Participating Class Member (*i.e.*, every Class Member who opted out of the Class Settlement) who qualifies as an Aggrieved Employee, the Administrator will send, by U.S. Mail, a single Individual PAGA Payment check.

The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date the check(s) expires (the void date). If you do not negotiate the check(s) by the void date, your check(s) will be automatically cancelled. Any unclaimed funds from any uncashed checks, plus any interest thereon, shall be distributed to the California State Controller's Unclaimed Property Fund in the names of the Participating Class Members and/or Aggrieved Employees.

Your check(s) will be sent to the same address as indicated on this Notice. If you change your address or want your check sent to a different address, please be sure to notify the Administrator as soon as possible. Sections 5B and 8 of this Notice have the Administrator's contact information.

B. CAN I DISPUTE THE NUMBER OF PAY PERIODS DEFENDANTS CLAIM I WORKED?

Yes. If you disagree with the number of Class and/or PAGA Pay Periods reported for you in Defendants' records, you may file a written dispute with the Administrator by [REDACTED], 2025. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax to the Administrator at the following address:

[REDACTED] CLASS ACTION ADMINISTRATOR

[Administrator]

[Address, telephone, and fax]

The Administrator's contact information is also provided below in section 8.

Any dispute submitted to the Administrator as to the number of pay periods must be in writing and include proof supporting your dispute. In the absence of any contrary documentation, the Administrator is entitled to presume that the pay periods contained in this Notice are correct so long as they are consistent with the Class Data. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve the pay period challenges based on your submission and input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's determination is final and binding. You cannot appeal or otherwise challenge the Administrator's final decision.

Do not contact the court to dispute the calculation of your Class Pay Periods and/or PAGA Pay Periods.

C. CAN I OBJECT TO THE SETTLEMENT?

Yes, but only as to the Class Settlement and only if you do not opt out of the Class Settlement. If you do not wish to opt out of the Class Settlement but disagree with any portion of the Class Settlement, you have the right to file an objection. If you opt out of the Class Settlement, you will not be eligible to object to any portion of the Class Settlement.

If you do not opt out of the Class Settlement, you can object to the Class Settlement and you can give reasons why you think the Court should not approve it. The Court will consider your position. Your objection must state, in writing, the specific reason for your objection, including any legal support, as well as your full legal name, date of birth, and the dates you worked as a non-exempt employee of Defendants and must be mailed, faxed, or emailed to the Administrator no later than [REDACTED], 2025. In the alternative, you may appear in Court (or hire an attorney to appear in Court at your own expense) to raise oral objections or offer comments at the Final Approval Hearing.

Whether or not you object to or opt out of the Class Settlement, you may not object to the PAGA Settlement for any reason. This means that, if you qualify as an Aggrieved Employee, you will automatically be bound by the PAGA Settlement and related release.

D. CAN I OPT OUT OF THE SETTLEMENT?

Yes, but only to the Class Settlement. You cannot opt out of the PAGA Settlement.

Unless you notify the Administrator in writing that you wish to opt out of the Class Settlement, you will be treated as a Participating Class Member participating fully in the Class Settlement. The easiest way to notify the Administrator that you request to be excluded from the Class Settlement is by submitting the "Request for Exclusion" form provided in this Notice by [REDACTED], 2025. The Request for Exclusion form should be submitted by you or your representative and it must: (a) include your name, the last four digits of your social security number, and your signature; and (b) indicate that you desire to exclude yourself from the Class Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage-and-hour claims against Defendants. If you submit a timely and valid Request for Exclusion, as determined by the Administrator, you will not be eligible to object to any aspect of the Settlement.

You cannot opt out of the PAGA Settlement. Class Members who exclude themselves from the Class Settlement (*i.e.*, Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

If you opt out of the Class Settlement, your share of the non-PAGA Settlement proceeds may be divided up amongst the Participating Class Members.

E. WHAT IF I DO NOTHING?

If you do nothing, you will receive your Individual Class Payment and/or Individual PAGA Payment, if any, from the Net Settlement Amount but only *if* and *after* the Court grants final approval. Even if you do not cash your settlement check(s), you will still be bound by all the terms of the Settlement, including the waivers and releases discussed in Section 4F, and you will be prevented from suing Defendants or participating in any other litigation or class action as to the matters being settled in this Action.

6. PROHIBITION AGAINST RETALIATION

Defendants have agreed to this Settlement and they shall not discriminate and/or retaliate against any Class Member who accepts benefits under this Settlement. Your participation in this Settlement will in no way affect your employment relationship with Defendants.

7. FINAL APPROVAL OF SETTLEMENT

A. HOW AND WHEN WILL THE COURT PROVIDE FINAL APPROVAL OF THE SETTLEMENT?

The Orange County Superior Court of the State of California will hold a Final Approval Hearing on [REDACTED], 2025, at [REDACTED] a.m./p.m., in Department CX101, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the Class Representative Service Payment, Class Counsel's fees and litigation expenses, and the expenses incurred by the Administrator to effectuate the Settlement. The Court will invite comments from Class Members who have submitted written objections, Class Counsel, and Defense Counsel before making a decision. Though your attendance is not required, you may attend (or hire a lawyer at your own expense to attend for you) either personally or virtually via [remote link]. It is possible the Court may reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

B. WHEN WILL I GET MY SETTLEMENT CHECK(S)?

If there are no appeals to the Court's order granting final approval of the Settlement, the check(s) representing the Individual Class Payment and/or Individual PAGA Payment will be mailed out approximately 60 days after the Court enters judgment on its order granting final approval of the Settlement.

8. GETTING MORE INFORMATION

This Notice does not contain all the terms of the Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court.

You may also visit the Administrator's website at [Administrator's website] to find specific documents related to this case and be able to access the Notice and other forms. There is no charge to view the documents on this website. You may also contact Class Counsel or the Administrator for information about this Action:

Class Counsel for Plaintiff Timothy John Ngo and the Settlement Class

Alexei Kuchinsky, Esq.
KUCHINSKY LAW OFFICE, P.C.
 220 Montgomery Street, Suite 2100
 San Francisco, California 94104
 Tel: (628) 200-0902 | Fax: (628) 200-0907
 Email: ak@kuchinskylawoffice.com

The Administrator

[Name]
 [Address]

**DO NOT TELEPHONE, WRITE, OR OTHERWISE CONTACT THE SUPERIOR COURT TO
OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

REQUEST FOR EXCLUSION

Timothy John Ngo v. Triple T Golden Corp. et al.

Orange County Superior Court Case No. 30-2023-013226461-CU-OE-CXC

I, [Class Member], want to OPT-OUT of the Class in the lawsuit entitled *Timothy John Ngo v. Triple T Golden Corp. et al.*, Superior Court of the State of California, County of Orange, Case No. 30-2023-013226461-CU-OE-CXC. I understand that, by excluding myself from the Class, I will neither receive an Individual Class Payment, as described in the accompanying Class Notice, nor have the right to object to the Class Settlement. Additionally, if I am an Aggrieved Employee, I also understand that I am not excluding myself from the PAGA Settlement and that I will receive an Individual PAGA Payment.

Signature

Date

Print Name of Class Member or
Representative

Last Four Digits of
Social Security Number

**TO BE EFFECTIVE, PLEASE RETURN THIS TO THE ADMINISTRATOR BY [DATE] AT
THE FOLLOWING ADDRESS:**

[Insert name and address of administrator]

PAY PERIODS DISPUTE FORM

Timothy John Ngo v. Triple T Golden Corp. et al.
Orange County Superior Court Case No. 30-2023-013226461-CU-OE-CXC

As a Settlement Class Member, the amount of your estimated Settlement Payment is based upon the number of pay periods during the Class Period and, if eligible, PAGA Period in which you worked at least one (1) day at a Pho Saigon Pearl in Irvine or Costa Mesa, California. The “Class Period” is May 17, 2019, to September 17, 2024, and the “PAGA Period” is April 19, 2022, to September 17, 2024.

The number of Class Period and PAGA Period pay periods applicable to your claim is set forth in the Notice of Class Action Settlement on both the first page and in Section 4.E. If you believe that the number of pay periods stated in the Notice of Class Action Settlement is correct, you do not have to do anything.

If you believe that the number of pay periods stated is incorrect, you may complete this form and submit it with any supporting documents on or before [DATE], 2025. The restaurants’ records will be presumed accurate so you must provide proof substantiating your dispute.

Check the box below *ONLY* if you wish to dispute the number of pay periods listed in the Notice of Class Action Settlement:

☐ I wish to dispute the number of Class Period and/or PAGA Period pay periods listed in the Notice of Class Action Settlement.

	No. of pay periods listed in the Notice of Class Action Settlement	No. of pay periods I believe I worked
Class Period		
PAGA Period		

I understand that, by submitting this dispute, the Settlement Administrator will make a determination as to the validity of my dispute based upon Pho Saigon Pearl’s records as well as the records and information that I am submitting to the Settlement Administrator along with this dispute.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the information I provided in this Pay Periods Dispute Form is true and correct.

Signature

Date

Print Name of Class Member or Representative

Last Four Digits of Social Security Number

IF YOU ARE CONTESTING THE NUMBER OF PAY PERIODS YOU WORKED, YOU MUST SIGN, POSTMARK, AND RETURN THIS FORM TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE [DATE] AT THE FOLLOWING ADDRESS:

[Insert name and address of administrator]