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13 Attorneys for Plaintiff and the Class

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA

DAJUAN HAMILTON, as an individual  
and on behalf of all others similarly  
situated,

Plaintiffs,

v.

GOLDEN HILL STAFFING INC., a  
California corporation; and DOES 1  
through 50, inclusive,

Defendants.

CASE NO. HG18923603

**AMENDED [~~PROPOSED~~] ORDER  
GRANTING PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: September 2, 2020

Time: 9:00 a.m.

Dept.: 23

Reservation No.: R-2185141

**ENDORSED  
FILED  
ALAMEDA COUNTY**

**OCT 08 2020**

**CLERK OF THE SUPERIOR COURT**  
By JHALISA CASTANEDA Deputy

1  
2 On October 6, 2020, Plaintiff Dajuan Hamilton's ("Plaintiff") Motion for Preliminary  
3 Approval of Class Action Settlement came on for hearing in this Department. The Parties sought  
4 this Court's approval of the Joint Stipulation for Class Action Settlement and Release of Claims  
5 ("Settlement Agreement" or "Settlement"). On or about September 8, 2020, the Court issued a  
6 tentative ruling ordering the Parties to revise the Settlement Agreement and Notice of Pendency  
7 of Class Action, Proposed Settlement and Hearing Date ("Class Notice"). On or about September  
8 30, 2020, the Parties submitted on the Court's tentative ruling and submitted the Addendum to  
9 Joint Stipulation for a Class Action Settlement and Release of Claims (the "Addendum") and  
10 revised Class Notice, which are collectively attached hereto as Exhibit "A." On or about October  
11 5, 2020, this Court issued its further Tentative Ruling to grant Plaintiff's Motion for Preliminary  
12 Approval. The Parties submitted and this Court issues this ruling.

13 NOW THEREFORE, having read and considered the Settlement Agreement and  
14 Addendum and Exhibits thereto, IT IS HEREBY ORDERED:

15 1. This Order hereby incorporates by reference the definitions in the Settlement  
16 Agreement and Addendum as though fully set forth herein, and all terms used herein shall have  
17 the same meaning as set forth in the Settlement Agreement and Addendum.

18 2. The Court conditionally certifies and approves, for settlement purposes only the  
19 following Class:

20 All individuals who are or previously were employed by Defendant  
21 Golden Hill Staffing, Inc. ("Defendant") in California and received a  
22 wage statement from Defendant at any time during the period of  
February 5, 2018, to March 31, 2020

23 3. For the purposes of this Settlement, Polaris Law Group, LLP and Hyun Legal, APC  
24 are hereby appointed as Class Counsel and shall represent the Class Members in this Class  
25 Action. Any Class Member may enter an appearance in the Class Action, at their own expense,  
26 either individually or through counsel of their own choice. However, if they do not enter an  
27 appearance, they will be represented by Class Counsel.  
28

1           4. For the purposes of this Settlement, Plaintiff Dajuan Hamilton is hereby appointed as  
2 Class Representative.

3           5. The Court hereby preliminarily approves the proposed Settlement upon the terms,  
4 conditions, and all release language set forth in the Settlement Agreement and Addendum. The  
5 Court finds that the Settlement appears to be within the range of reasonableness necessary for  
6 preliminary approval by the Court. It appears to the Court that the Settlement's terms are fair,  
7 adequate, and reasonable as to all potential Class Members when balanced against the probable  
8 outcome of further litigation, given the risks relating to class certification, liability and damages.  
9 It further appears that extensive investigation and research has been conducted such that counsel  
10 for the Parties at this time are reasonably able to evaluate their respective positions. It further  
11 appears to the Court that the Settlement at this time would avoid substantial additional costs by all  
12 Parties, as well as the delay and risks that would be presented by the further prosecution of the  
13 Class Action. It appears the Settlement has been reached as a result of intensive, arms-length  
14 negotiations utilizing an experienced third party neutral.

15           6. The Court confirms Phoenix Settlement Administrators as the Settlement  
16 Administrator and preliminarily approves that Settlement administrative costs shall be paid in  
17 accordance with the Settlement Agreement and deducted from the Gross Settlement Fund. To the  
18 extent the actual costs of administration of the Settlement are less than the amount anticipated by  
19 the Settlement Agreement, the remainder shall become part of the Net Settlement Amount. The  
20 cost of administration includes all tasks required of the Settlement Administrator by the  
21 Settlement Agreement and Addendum, including the issuance of the revised Class Notice.  
22 Phoenix Settlement Administrators is directed to perform all other responsibilities set forth for the  
23 Settlement Administrator as set forth in the Settlement Agreement and Addendum.

24           7. A Final Approval Hearing (the "Hearing") shall be held before the Honorable Judge  
25 Seligman in Department 23 of the Alameda Superior Court. The purpose of such Hearing will be  
26 to: (a) determine whether the proposed Settlement should be finally approved by the Court as fair,  
27 reasonable and adequate; (b) determine the reasonableness of Class Counsel's request for  
28 attorneys' fees and costs; (c) determine the reasonableness of the Class Representative Incentive

1 Award requested for the Class Representative; and (d) order entry of Judgment in the Class  
2 Action, which shall constitute a complete release and bar with respect the Released Claims  
3 described in Paragraph 13, below.

4 8. The Court hereby approves, as to form and content, the Class Notice attached as  
5 Exhibit A to the Addendum. The Court finds the dates and procedure for mailing and distributing  
6 the Class Notice in the manner set forth in Paragraph 9 of this Order meets the requirements of  
7 due process and are the best notice practicable under the circumstances and shall constitute due  
8 and sufficient notice to all persons entitled thereto.

9 9. The Court directs the mailing of the Court approved Class Notice and accompanying  
10 forms via U.S. First Class mail to the Class Members in accordance with the schedule and  
11 procedures set forth in the Settlement.

12 A. Within twenty (20) calendar days of this Court's Order, Defendant will provide to  
13 the Settlement Administrator with a complete database report showing each Class  
14 Member's (1) last known address and telephone number, including any and all  
15 known cell and/or LAN line numbers; (2) Social Security number; (3) any known  
16 email addresses; and (4) number of wage statements issued to the Class Member  
17 during the Class Period; and

18 B. The Settlement Administrator shall mail to Class Members' last known address the  
19 Class Notice within twenty (20) days of receiving the complete database report  
20 from Defendant. If a mailing is returned as undeliverable to a Class Member, then  
21 the Settlement Administrator will use reasonable efforts, as set forth in the  
22 Settlement, to obtain a valid current address for that Settlement Class member, and  
23 shall send, by first-class mail, a second copy of the mailing to the Class Member.  
24 Class Members will have no more than forty-five days (45) after the date of the  
25 original mailing of the Class Notice to exercise their right to object to or opt out of  
26 the Settlement.

27 10. Class Members may request exclusion from the Settlement Class by submitting a  
28 Request for Exclusion as set forth in the Settlement Agreement. In order to be valid, the Request

1 for Exclusion must be postmarked no later than forty-five (45) calendar days after the date the  
2 Class Notice was first mailed. Any Class Member who submits a valid and timely request for  
3 Exclusion will not be entitled to any recovery under the Settlement and will not be bound by the  
4 Settlement or have any right to object, appeal or comment thereon. Class Members who fail to  
5 submit valid and timely Request for Exclusion shall remain Class Members and shall be bound by  
6 all terms of the Settlement and any Final Judgment.

7 11. Class Members who do not submit a Request for Exclusion may object to the  
8 Settlement and appear at the Final Approval Hearing to show cause why the proposed Settlement  
9 should not be approved, Judgment in the Class Action should not be entered, and to present any  
10 opposition to the application of Class Counsel for attorneys' fees, costs and expenses. Any such  
11 objection must be mailed to the Settlement Administrator no later than 45 calendar days after the  
12 Settlement Administrator's mailing of the Class Notice. If the class member's notice is returned  
13 undeliverable and remailed using an updated address, the class member shall have fourteen (14)  
14 calendar days from the date of remailing to mail an objection to the Settlement Administrator.  
15 The Parties shall file any objections with the Court within 3 business days of receipt. The  
16 objection must contain the class member's name, address, telephone number, last four digits of  
17 their social security number, be signed by the class member, and state all legal and factual  
18 grounds for the objection. Counsel for the Parties shall file any response to any objections to the  
19 settlement submitted by any Plaintiff Class Member at least five (5) calendar days before the date  
20 of the final approval hearing, or within such other time frame as the Court orders. Nevertheless,  
21 even if the Plaintiff Class Member does not file and serve any written objection, the Plaintiff  
22 Class Member may still appear at the final approval hearing to object to the Settlement. Any  
23 Class Member who does not make his or her objection in the manner provided for herein, or fails  
24 to appear and object at the Final Approval Hearing shall be deemed to have waived such  
25 objection and shall forever be foreclosed from making any objection to the fairness or adequacy  
26 of the proposed Settlement Agreement and Addendum or to the award of attorneys' fees and costs  
27 and expenses to Class Counsel unless otherwise ordered by the Court.


28 12. The Settlement Administrator shall notify Defendant's Counsel and Class Counsel of



any dispute raised by any Class Member, or any claim by anyone who purports to be a Class Member but did not receive the Class Notice, no later than seven calendar days after receiving notice of the dispute. In the case of a dispute, Defendant's records shall control and will have a rebuttable presumption of correctness. For any dispute that arises with regard to whether an individual is a Class Member, counsel for the Parties may stipulate to a compromise or stipulate to allow the Settlement Administrator to resolve the dispute and make a final and binding determination without hearing or right of appeal.

13. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Fund as that term is defined in the Settlement Agreement and Addendum, including with respect to the selected *cy pres* recipient as set forth in the Addendum. The Court preliminarily approves the distribution of the Gross Settlement Fund, all subject to the Court's final approval of the Settlement at the Final Approval Hearing. Assuming the Settlement receives final approval, Defendant shall be required to pay only the Gross Settlement Fund in the total amount of One Hundred and Seventy-Five Thousand Dollars (\$175,000) per the payment schedule set forth in the Agreement.

14. The following dates shall govern for the purposes of this Settlement.

Schedule for Execution of Settlement	
No later than twenty (20) calendar days after the entry of this Order	Last day for Defendant to provide Class Database to Settlement Administrator
No more than twenty (20) calendar days after receipt of Class Database by Settlement Administrator	Last day for Settlement Administrator to mail Notice to Class Members.
No more than forty-five (45) calendar days after mailing of Notice	Last day for Class Members to postmark their Request for Exclusion.
No more than forty-five (45) calendar days after mailing of Notice	Last day for Class Members to mail an objection to the proposed settlement to the Settlement Administrator.
2/16/21, 2020 	Last day to file papers in support of the Settlement and any application for reimbursement of attorneys' fees and expenses, including any expenses associated with or incurred by the Settlement

	Administrator
February 23, 2021 at 3:00 p.m.	Final Approval Hearing.

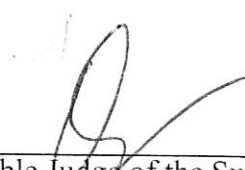
15. The Court reserves the right to adjourn the date of the Hearing without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

16. In the event: (i) the Court does not finally approve the Settlement as contemplated by the Settlement Agreement and Addendum; (ii) the Court does not enter a Final Approval Order as contemplated by the Settlement Agreement and Addendum, which becomes final as a result of the occurrence of the Effective Date (as that term is defined by in the Settlement); (iii) Defendant elects to void the Settlement as provided under the terms of the Settlement Agreement and Addendum; or (iv) the Settlement does not become final for any other reason, the Settlement and related Class shall be null and void and any order or judgment entered by this Court in furtherance of the Settlement shall be deemed as void from the beginning. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of the Settlement, and the Parties shall proceed in all respects as if the Settlement Agreement and Addendum had not been executed.

17. If, for any reason, the Settlement Agreement and Addendum are not finally approved or does not become effective, this Order Granting Preliminary Approval shall be deemed vacated and shall have no force or effect whatsoever, and the Action shall proceed as if no settlement had been attempted.

**IT IS SO ORDERED.**

Dated: 10/8/20

  
Honorable Judge of the Superior Court

## **EXHIBIT “A”**



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8 Attorneys for Plaintiff and the Class

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10 2050 Main Street, Suite 1000  
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11 Telephone (949) 851-2424  
Facsimile (949) 851-0152  
12

Attorneys for Defendant  
13 GOLDEN HILL STAFFING, INC.

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 FOR THE COUNTY OF ALAMEDA

16 DAJUAN HAMILTON, as an individual  
and on behalf of all others similarly  
17 situated,

18 Plaintiffs,

19 v.

20 GOLDEN HILL STAFFING INC., a  
California corporation; and DOES 1  
21 through 50, inclusive,

22 Defendants.  
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28

CASE NO. HG18923603

[Assigned for all purposes to the Hon. Brad E.  
Seligman, Dept. 23]

**ADDENDUM TO JOINT STIPULATION  
FOR A CLASS ACTION SETTLEMENT  
AND RELEASE OF CLAIMS**

1 Plaintiff Dajuan Hamilton ("Plaintiff") and Golden Hill Staffing, Inc. ("Defendant")  
2 (collectively, the "Parties") hereby amend the Joint Stipulation for a Class Action Settlement and  
3 Release of Claims ("Joint Stipulation") and the proposed Notice of Pendency of Class Action,  
4 Proposed Settlement and Hearing Date ("Class Notice"), a copy of which is attached hereto as  
5 Exhibit "A."

- 6 • Section 43 of the Joint Stipulation is amended to read as follows: A member of the  
7 Plaintiff Classes who does not properly request to exclude themselves from the  
8 settlement may object to the settlement. Any such objection must be ~~filed with the~~  
9 ~~clerk of the Court and served on all counsel~~ mailed to the Settlement Administrator  
10 no later than ~~fourteen (14)~~ ~~forty-five (45)~~ calendar days after the mailing of the  
11 Class Notice by the Settlement Administrator. ~~before the original date scheduled~~  
12 ~~for the hearing regarding final approval of the settlement, or such number of days~~  
13 ~~as the Court shall specify before the date of the final approval hearing. If the class~~  
14 ~~member's notice is returned undeliverable and remailed using an updated address,~~  
15 ~~the class member shall have fourteen (14) calendar days from the date of remailing~~  
16 ~~to mail an objection to the Settlement Administrator. The Parties shall file any~~  
17 ~~objections with the Court within 3 business days of receipt.~~ The objection must  
18 contain the class member's name, address, telephone number, last four digits of  
19 their social security number, be signed by the class member, and state all legal and  
20 factual grounds for the objection. Counsel for the Parties shall file any response to  
21 any objections to the settlement submitted by any Plaintiff Class Member at least  
22 five (5) calendar days before the date of the final approval hearing, or within such  
23 other time frame as the Court orders. Nevertheless, even if the Plaintiff Class  
24 Member does not file and serve any written objection, the Plaintiff Class Member  
25 may still appear at the final approval hearing to object to the Settlement. The  
26 Settlement Administrator is to forward any objections received immediately to the  
27 Parties' counsel upon receipt. Any attorney who will represent an individual  
28 objecting to this Settlement must file a notice of appearance with the Court and  
serve Class Counsel and Defendant's Counsel no later than forty-five (45) days

1 after the Notice of Proposed Class Action Settlement was initially mailed to the  
2 objecting Plaintiff Class member. If a Plaintiff Class member objects to the  
3 Settlement, the Plaintiff Class member will remain a member of the Settlement  
4 Class and if the Court approves this Settlement, the objecting Plaintiff Class  
5 member will be deemed a Settlement Class Member and be bound by the terms of  
6 the Settlement and Final Approval in the same way and to the same extent as a  
7 Plaintiff Class member who does not object. The date of mailing of the Notice to  
8 the objecting Settlement Class member shall be conclusively determined according  
9 to the records of the Settlement Administrator. The Court retains final authority  
10 with respect to the consideration and admissibility of any Settlement Class  
11 member objections.

- 12 • Section 52 of the Joint Stipulation is amended to read as follows: The Class  
13 Representative and Settlement Class Members shall have 180 calendar days after  
14 mailing to cash their settlement checks. If the Class Representative or any  
15 Settlement Class Members does not cash his or her settlement payment check(s)  
16 within that 180-day period, his or her settlement check(s) will be voided and a stop  
17 payment will be placed on it. The Parties understand and agree that any uncashed  
18 checks shall be distributed to Legal Aid at Work. ~~the California State Controller's~~  
19 ~~Office in the name of the Class Representative and/or Class Member to whom the~~  
20 ~~uncashed settlement payment check was addressed~~
- 21 • The Class Notice is revised per the Court's ruling, a true and correct tracked  
22 version is attached hereto as Exhibit "A."

1 DATED: September 23, 2020

DocuSigned by:

75421DF4CC9D4E42

Dajuan Hamilton  
Plaintiff/Class Representative

2  
3 DATED: September 23, 2020

4  
5  
6 By: \_\_\_\_\_

7 Title: \_\_\_\_\_  
Defendant Golden Hill Staffing, Inc.

8 **APPROVED AS TO FORM:**

9 DATED: September 23, 2020

POLARIS LAW GROUP, LLP

10  
11 By: William L. Marder  
William L. Marder  
Attorneys for Plaintiff and the Class

12  
13 Dated: September 23, 2020

FISHER PHILLIPS LLP

14  
15 By

Christine Baran  
Attorneys for Defendant  
GOLDEN HILL STRAFFING, INC.

1 DATED: September 29, 2020

2 \_\_\_\_\_  
Dajuan Hamilton  
Plaintiff/Class Representative

3 DATED: September 29, 2020

4  
5  
6 By: *Richard J. Kim* \_\_\_\_\_

7 Title: Branch Manager \_\_\_\_\_  
Defendant Golden Hill Staffing, Inc.

8 **APPROVED AS TO FORM:**

9 DATED: September 29, 2020


POLARIS LAW GROUP, LLP

10  
11 By: \_\_\_\_\_  
William L. Marder  
12 Attorneys for Plaintiff and the Class

13 Dated: September 29, 2020

FISHER PHILLIPS LLP

14  
15 By

16   
\_\_\_\_\_  
Christine Baran  
Attorneys for Defendant  
17 GOLDEN HILL STRAFFING, INC.  
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## **EXHIBIT “A”**



## NOTICE OF CLASS ACTION SETTLEMENT

If You Were Employed by Defendant Golden Hill Staffing, Inc. ("Defendant") in California and received a wage statement from Defendant at any time during the period of February 5, 2018 to March 31, 2020, then you will be entitled to get money from a Class Action Settlement.

*A Court approved this notice. This is not an advertisement.*

You are not being sued. Your legal rights are affected whether you act or not.

### PLEASE READ THIS NOTICE.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT INCLUDE THE FOLLOWING:</b>	
<b>DO NOTHING</b>	You will receive a payment from the Settlement. No action is required for you to get your share of this Settlement.
<b>EXCLUDE YOURSELF</b>	<u>Get no payment.</u> This is the only option that allows you to file your own lawsuit against Defendant for the claims released in this Settlement. For information on how to exclude yourself, see page 5. The deadline to exclude is [insert date].
<b>OBJECT</b>	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement. For information on how to object to the Settlement, see page 5. The deadline to object is [insert date].

### WHAT IS IN THIS NOTICE

1. Why Should You Read This Notice?..... Page 1
2. What Is the Class Action Settlement? ..... Page 2
3. How Much Can I Expect to Receive?..... Page 3
4. What Is the Case About? ..... Page 3
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#### ***1. Why Should You Read This Notice?***

You have received this Notice because records indicate that you are a Class Member of the settlement class settled in a class action, as defined below. The Settlement will resolve all class claims described below during the Settlement Period, which is between February 5, 2018, and March 31, 2020.

This Notice tells you of your rights to share in the Settlement. There was a hearing on \*\*\*, 2020, at 3:00 p.m. in the Alameda Superior Court, State of California. Judge Seligman determined only that

there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable and that a final determination of the issues will be made at the final approval hearing. Judge Seligman also ordered that you receive this Notice.

“Class Members” includes all individuals who are or previously were employed by Defendant Golden Hill Staffing, Inc. (“Defendant”) in California and received a wage statement from Defendant at any time during the period of February 5, 2018 to March 31, 2020.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on [date] at [time], in Department 23 of the Alameda Superior Court located at 1221 Oak Street, Oakland, CA 94612. The Final Approval Hearing may be continued to another date without further notice.

## **2. *What is the Class Action Settlement?***

A class action settlement is one where the named plaintiff and the company enter into an agreement to resolve claims on behalf of class members, which includes you. Here, Plaintiff and Golden Hill Staffing have entered into such a class action settlement agreement. The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the Class Members. The Settlement will affect all Class Members. You may get money from the Class Action Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

## **3. *What Is the Case About?***

On or about October 5, 2018, Plaintiff filed a civil Complaint asserting individual, class action and PAGA claims for violation of Labor Code § 226(a). The Complaint defined the Class as follows: “All current and former California employees who received a wage statement from Defendant at any time during the period of time from October 5, 2017, through the present (‘Wage Statement Class’).” Plaintiff contended that Defendant issued wage statements that failed to list the pay period dates and address of the legal entity which employed Plaintiff and Class Members in violation of Labor Code § 226(a)(6) and (8).

Golden Hill Staffing, LLC denies the allegations raised in the Action and strongly believes it has no liability for any of Plaintiff’s or Class Members’ claims under any statute, wage order, common law, or equitable theory.

Despite both Parties’ positions and arguments, the Parties reached a Settlement subject to Court approval as represented in the Joint Stipulation of Class Action Settlement and Release (the “Settlement” or “Settlement Agreement”). Class Counsel believe that the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. Likewise, Defendant decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. Defendant does not admit, concede or imply that they have done anything wrong or legally actionable by settling this lawsuit.

#### **4. *How Much Can I Expect to Receive?***

Defendant will pay a total sum of One Hundred Seventy-Five Thousand Dollars (\$175,000) ("Gross Settlement Fund"), which includes all settlement payments, attorneys' fees and litigation costs and expenses, costs of administering the Settlement, the Class Representatives Incentive Awards, and payment to the Labor Workforce and Development Agency ("LWDA"). Within thirty (30) calendar days of the date the Court enters an order of preliminary approval of the settlement, Defendant shall pay Eighty-Seven Thousand, Five Hundred Dollars (\$87,500.00), which represents one-half of the Gross Settlement Fund into a Qualified Settlement Fund. Defendant will make a second payment of Eighty-Seven Thousand, Five Hundred Dollars (\$87,500.00), which represents the remaining one-half of the Gross Settlement Fund into the same Qualified Settlement Fund, no later than January 6, 2021, conditioned upon final approval of settlement by the Court. As such, you will be paid sometime in January-February 2021, assuming that the Court grants final approval.

After attorneys' fees, costs, costs of administering the Settlement, the Class Representative Incentive Awards, payment to the Labor Workforce and Development Agency, what remains (the "Net Settlement Fund") will be available to pay all Participating Class Members' Individual Settlement Payments based on the number of wage statements that they received during the Class Period. Each Potential Class Member shall be assigned an "Individual Wage Statement Number" by adding the total number of wage statements that he or she received during the Class Period. The aggregate total of all of the Individual Wage Statement Numbers shall be referred to as the "Aggregate Wage Statement Number." Each Potential Class Member shall be assigned a Payout Ratio which shall be determined by dividing his or her Individual Wage Statement Number by the Aggregate Wage Statement Number..

**Defendant's records indicate that you received \_\_\_\_ wage statements during the Class Period. Based on this estimate and Defendant's records, your estimated payment as a Class Member would be \$\_\_\_\_\_.**

If you dispute your Individual Wage Statement Number, you must postmark a letter to the Settlement Administrator listed at the end of this Notice on or before \_\_\_\_\_. You should submit to the Settlement Administrator documentation to support your position. The Settlement Administrator's determination is conclusive, final and binding. The Settlement Administrator will make its determination within seven calendar days of receiving your dispute. If you are still dissatisfied with the assessment of your Individual Wage Statement Number, you may choose to opt out of the settlement as set forth below, provided you do so prior to the Response Deadline.

**NOTE: EVEN IF YOU DISPUTE THE AMOUNT OF YOUR INDIVIDUAL SETTLEMENT PAYMENT, YOU WILL STILL RECEIVE MONEY FROM THE SETTLEMENT, BUT THE AMOUNT MAY BE DIFFERENT FROM YOUR ESTIMATED PAYMENT LISTED ABOVE. YOU WILL RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE FORMULA SUMMARIZED ABOVE UNLESS YOU 1) DISPUTE YOUR INDIVIDUAL WAGE STATEMENT NUMBER LISTED ABOVE, OR 2) OPT OUT OF THE SETTLEMENT.**

It is also your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

**5. *Why Did Defendant Join in This Notice?***

Defendant does not admit any claim alleged in the lawsuit and denies that it owes money for any of the claims in this matter. Defendant is settling the lawsuit as a compromise. Defendant reserves the right to object to and defend themselves against any claim if, for any reason, the Settlement fails. The Settlement Administrator's website contains all documents submitted to the Court regarding this Settlement, and may be accessed at [list claims administrator's website].

**6. *Who Is the Plaintiff in This Class Action?***

Francisco Carrasco is the Plaintiff and Class Representative in this class action lawsuit. He is acting on behalf of himself and on behalf of other Class Members.

**7. *Who Are the Attorneys Representing the Plaintiff?***

William L. Marder, Cal Bar No. 170131  
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Los Angeles, CA 90071  
(213) 488-6555  
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\*Please contact Plaintiff's attorneys should you have any questions regarding this settlement.

**8. *What are my Rights? How will my Rights be Affected?***

Class Counsel, appointed and approved by the Court for Settlement only, will represent you.

**Participating in the Settlement**

Under the Settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt-out procedure set forth below. Please be advised that you will have 180 days to cash your Individual Settlement Award. If you do not cash your check within 180 days, your Individual Settlement Award will be sent to the California State Controller's Office to be held in your name.

If you are a current employee of Defendant, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment.

**Objecting to the Settlement**

**If you wish to Object to the Settlement**, you must submit your written Objection to the Settlement Administrator stating the basis of your objection to the Settlement. You may object to any of the terms in the agreement, including but not limited to the proposed attorneys' fees, Plaintiff's incentive awards, settlement administrator's payment, and Labor Workforce and Development Agency ("LWDA") payment. The Objection must be signed by you and include your full name, most current address, most current telephone number, dates of your employment with Defendant, and last four digits of your Social Security number. The Objection must be mailed to the Settlement Administrator (whose



address is listed below) and must be postmarked no later than \_\_\_\_\_. Late Objections will not be considered. If you are represented by an attorney, your attorney must file and serve upon the Parties' counsel a notice of appearance.

If you wish, you may also appear at the Final Approval Hearing set for \_\_\_\_\_, at \_\_\_\_\_ a.m. in Dept. 23 of the Alameda Superior Court and discuss your objections with the Court and the Parties. Note, you can still appear at the Final Approval Hearing and object even if you did not submit a written objection. You are also advised that the Court will issue a tentative ruling the day before the Final Approval Hearing, which is available to the general public at <http://www.alameda.courts.ca.gov/pages.aspx/domainweb>. A tentative ruling means just that, i.e., the way the Court is inclined to rule unless someone at the hearing can persuade the Court to rule otherwise. If you disagree with the Court's tentative ruling, you must notify the Court and the Parties' attorneys at the contact information listed above and the Court's clerk by 4:00 p.m. on the court day before the Final Approval hearing.

The Final Approval Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

### **Opting Out of the Settlement**

**If you wish to be excluded from participating in the Settlement**, you must mail a written Request for Exclusion to the Settlement Administrator at the address below requesting to be excluded from the Settlement. To be considered valid, your Request for Exclusion must be signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your Request for Exclusion also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Request for Exclusion must be postmarked no later than \_\_\_\_\_. Late Requests for Exclusion will not be considered.

If you timely mail a complete and valid Request for Exclusion, you will no longer be a member of the Settlement Class, and you will not be eligible to receive money under the Settlement or object to the terms of the Settlement.

### **Effect of the Settlement on Your Rights**

If the proposed Settlement is approved by the Court, a Judgment will be entered by the Court as to the Class Action, which will essentially end the case.

If the Settlement is approved and you do not exclude yourself from the Settlement, you will receive compensation and will fully and finally release and discharge Defendant and its subsidiaries, parents, predecessors, successors, investors, affiliates, current and former employees, managing agents, servants, consultants, agents, directors, officers, independent contractors, representatives, insurers and reinsurers and attorneys (the "Released Parties") from all claims alleged in the Operative Complaint which occurred during the Plaintiff Class Period, i.e., violations of Labor Code § 226 and the PAGA predicated upon violation of Labor Code § 226, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and claims outside of the Class Period (the "Released Claims"). The Released Claims include any claim for damages, penalties or other remedies resulting from such claims, as well as any derivative penalties under PAGA.

**9. *How Will the Attorneys for the Class and Others Be Paid?***

The attorneys for the Class Representative and the Settlement Class will be paid from the Gross Settlement Fund of \$175,000. The attorneys are seeking a fee of \$58,333.33 as well as reimbursement of their costs, up to \$25,000. Plaintiff is seeking an enhancement award of \$10,000 from the Settlement for his services as the Class Representative. The Settlement Administrator estimates that the cost of administration will be \$12,950. The Labor Workforce and Development Agency ("LWDA") will receive \$22,500 from the Settlement, which is allocated as required by California Labor Code § 2699. All of these amounts are to be deducted from the Gross Settlement Fund of \$175,000, with the remainder available for distributions to Participating Class Members. While the \$175,000 Gross Settlement Fund is fixed, the actual amounts awarded to Class Counsel, Mr. Hamilton, the LWDA, and the Settlement Administrator, and deducted from the Gross Settlement Fund, will be determined by the Court at the Final Approval Hearing.

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**

You may call Class Counsel, Dennis S. Hyun (213-488-6555), or call the Settlement Administrator at the telephone number listed below, toll free. Please direct your call to the Golden Hill Staffing Settlement Administrator.

Golden Hill Staffing Settlement Administrator  
c/o Phoenix Settlement Administrators  
[ADDRESS]  
[Toll Free Telephone Number]

All documents submitted to the Court regarding this Settlement, including the operative complaint, may be accessed at (list claims administrator's website). The pleadings and other records in this litigation may also be examined online on the Alameda County Superior Court's website, known as "Domain Web," at <https://publicrecords.alameda.courts.ca.gov/PRS/>. After arriving at the website, click the "Search By Case Number" link, then enter HG18923603, as the case number and click "SEARCH." Images of every document filed in the case may be viewed through the 'Register of Actions' at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. If your address has changed, please contact the Settlement Administrator.

**DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.**



SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA

Case Number: HG18923603

Case Name: Hamilton v. Golden Hill Staffing, Inc.

RE: AMENDED ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT

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CLERK'S CERTIFICATE OF SERVICE

I certify that I am not a party to this cause and that a true and correct copy of the foregoing document was mailed first class, postage prepaid, in a sealed envelope, and that the mailing of the foregoing and execution of this certificate occurred at 1225 Fallon Street, Oakland, California.

Executed: 10/9/2020

*Jhalisa Castaneda*

Courtroom Clerk, Dept. 23

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