

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES  
*Olrim Kang v. Samsung Electronics America, Inc. et al., Case No. 20STCV09407*

If you were employed by Staffmark Investment LLC dba Atterro Workforce Solutions (“Staffmark”) as a temporary employee working at Samsung Electronics America, Inc. (“Samsung”) in California (collectively, the “Defendants”) and were paid on a non-exempt basis, during the period from March 9, 2016 to January 24, 2021, a class action settlement may affect your rights.

ID: << ID>>  
<<EmployeeName>>  
<<Address1>>  
<<Address2>>  
<< City>>, <<State>> <<Zip>>

*A court authorized this notice. This is not a solicitation from a lawyer. This is not a lawsuit against you. You are not being sued. However, your legal rights are affected by whether you act or do not act.*

- A proposed Settlement of the action *Olrim Kang v. Samsung Electronics America, Inc. et al., Case No. 20STCV09407* (the “Kang Action”), has been reached by the Parties and has been granted Preliminary Approval by the Court supervising the lawsuit.
- The proposed Settlement will resolve all claims in this lawsuit. The Court has ordered that this Notice be sent to you because you may be a member of the Settlement Class.
- The purpose of this Notice is to inform you of the Settlement of the class action and your legal rights and options under the Settlement:

<b>Your Legal Rights and Options in this Settlement</b>	
<b>DO NOTHING</b>	<b>Receive an Individual Settlement Payment.</b>  If you received this notice by mail and do not exclude yourself from the Settlement, you will receive an Individual Settlement Payment automatically without the need to return a claim form, after final judicial approval of the Settlement Agreement. In exchange for the settlement benefits, you will release and lose the right to assert all Released Claims against Defendants or other Released Parties as described below (see Question 7).
<b>MAIL-IN A WRITTEN EXCLUSION REQUEST</b>	<b>Exclude yourself from the Settlement and get no payment.</b>  If you do not want to participate as a Class Member, you may “opt-out” of the Settlement and the Class by submitting a signed written exclusion request (details below) to the Settlement Administrator that is postmarked no later than February 25, 2022. Opt-out requests that do not include all required information, or that are not submitted timely, will be disregarded. If you submit a valid and timely opt-out request and the Court grants final approval of the Settlement, you will not receive any money, will not be able to participate in the Settlement, and will not give up your right to sue Defendants or other Released Parties for the Released Claims (see Question 7 below). However, you will still be mailed a check for the PAGA claims and you will still be bound by the release of the PAGA claims in the Settlement. (See page 6 of Question 7, below, for detailed information on how this check amount will be determined.)
<b>OBJECT</b>	If you participate in the Settlement, you may also object to the Settlement if you wish. To object, you must submit a written objection and supporting papers by mail to the Settlement Administrator no later than February 25, 2022 or appear at the hearing (see Question 22) and state any objections to the proposed Settlement. You may appear at the hearing telephonically. Written objections that do not include all required information, or that are not submitted timely, will be disregarded. The Court does not require written objections for an objector to appear at the hearing and raise an objection. If the Court overrules your objections, you will be part of the Settlement and may receive a payment from the Settlement. If you wish to object, you must not opt out of the Settlement.

QUESTIONS? CALL TELEPHONE: (800) 523-5773

The procedures for opting out and objecting are set forth in detail below in Section entitled, “Your Rights and Options.”

## WHAT THIS NOTICE CONTAINS

### BASIC INFORMATION ..... PAGE 4

1. Why did I get this notice?
2. What is this lawsuit about?
3. What is a class action and who is involved?
4. Has the Court decided who is right?

### THE SETTLEMENT ..... PAGE 5

5. Why is there a settlement?
6. How much can I expect to receive from the settlement?
7. What am I giving up in exchange for the settlement benefits?
8. How do I get a payment?
9. When will I get my payment?
10. When is the effective date of the Settlement Agreement?

### WHO IS IN THE SETTLEMENT CLASS ..... PAGE 7

11. Am I part of this Settlement Class?
12. I’m still not sure if I am included.

### YOUR RIGHTS AND OPTIONS ..... PAGE 7

13. What happens if I do nothing at all?
14. How do I ask the Court to exclude me from the Settlement Class?
15. What happens if I exclude myself from the Settlement?
16. What if I want to object to the Settlement?
17. What’s the difference between objecting and asking to be excluded?

### THE LAWYER REPRESENTING YOU ..... PAGE 9

18. Do I have a lawyer in this case?
19. Should I get my own lawyer?
20. How will the Attorney for the Settlement Class and Plaintiff be paid?

### THE LAWYER REPRESENTING STAFFMARK..... PAGE 9

21. Who is Staffmark’s lawyer in this case?

### THE FAIRNESS HEARING ..... PAGE 10

22. When and where will the Court decide whether to approve the Settlement?
23. Do I have to come to the hearing?
24. Address Change

### GETTING MORE INFORMATION ..... PAGE 10

## BASIC INFORMATION

### 1. Why did I get this notice?

You have received this notice because the Defendants' company records indicate that you were employed by Staffmark as a temporary employee at Samsung in California and were paid on a non-exempt basis, during the period from March 9, 2016 to January 24, 2021. This notice is designed to advise you as to how you can participate in this Settlement or how you can exclude yourself from, or object to, this Settlement.

### 2. What is this lawsuit about?

Plaintiff Orlim Kang claims in this lawsuit that Defendants have violated several wage and hour laws. In particular, Plaintiff claims that Defendants did not pay overtime for hours worked in excess of eight hours per day, and failed to provide timely/proper final wages. Plaintiff claims that Defendants violated the California Labor Code by failing to pay minimum wage and overtime; failing to provide meal periods; and failing to provide accurate wage statements. Based on the same set of facts, Plaintiff further claims that Defendants violated California's Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.). Plaintiff also asserts a claim for penalties under the Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698, et seq., for the above alleged Labor Code violations.

Defendants believe that they have strong legal and factual defenses to these claims, deny the validity of the factual allegations made by Plaintiff, deny any wrongdoing, deny all liability with respect to the claims asserted in this lawsuit, and assert that they have fully complied with all of their legal obligations. Defendants further deny that this lawsuit is appropriate for class treatment for any purpose other than settlement.

With the assistance of a professional mediator, Plaintiff and Defendants agreed to a settlement to be paid on the terms set forth below. Both Plaintiff and Defendants believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the members of the Settlement Class.

### 3. What is a class action and who is involved?

In a class action, one or more people sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The person who sued is called the Plaintiff. The parties he has sued (in this case Staffmark Investment LLC dba Atterro Workforce Solutions and Samsung Electronics America, Inc.) are called the Defendants. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class. On December 10, 2021, Judge Maren Nelson of the Los Angeles Superior Court, the judge assigned in this lawsuit, issued an order preliminarily certifying the Settlement Class and directed that you receive this Notice.

### 4. Has the Court decided who is right?

The Court has not decided who should win this case. Instead, the Court has determined only that certification of the Settlement Class for settlement purposes is appropriate under California law. Both sides agreed to resolve this lawsuit with no decision or admission of who is right or wrong.

## THE SETTLEMENT

### 5. Why is there a settlement?

Both sides agreed to the Settlement to avoid the cost and risk and expense of further litigation. The Settlement does not mean that any law was broken. Defendants deny all of the claims in the lawsuit. The Plaintiff and his lawyers think the Settlement is in the best interests of all Settlement Class Members.

### 6. How much can I expect to receive from the settlement?

Under the terms of the Settlement, Defendants agree to pay a settlement amount of \$540,000. Deducted from this amount will be sums approved by the Court for (1) attorneys' fees in the lawsuit not to exceed \$189,000 (35% of the gross settlement amount), (2) reasonable costs incurred by Class Counsel in the lawsuit in the amount of up to \$20,000, (3) an incentive award to the Plaintiff for his services as the Class Representative and a general release by Plaintiff of all claims not to exceed \$5,000, (4) fees and expenses of the Settlement Administrator in the amount of up to \$10,000; and (5) \$11,250.00 allocated to the California Labor and Workforce Development Agency's 75% share (the "PAGA Amount"). The cash amount left ("the Remainder," which is estimated to be \$304,750), less applicable taxes and withholdings, is available to pay Settlement Class Members who do not opt-out of the Settlement.

QUESTIONS? CALL TELEPHONE: (800) 523-5773



employer payroll taxes in connection with the Settlement payments. The tax issues for each Settlement Class Member are unique to him or her, and each Settlement Class Member is advised to consult with their own tax advisors concerning the tax consequences of the payments they receive. Nothing in this Notice or the Settlement is intended to be tax advice.

Depending on rulings from the Court that might affect the net settlement amount, as well as the number of Class Members who opt out of the settlement, the actual amount you will receive if the Court grants Final Approval of the settlement may vary from the above estimated amount.

#### **7. What am I giving up in exchange for the settlement benefits?**

If approved by the Court, the proposed Settlement Agreement will be binding on all Settlement Class Members who do not timely opt out of the Settlement. If you do not timely opt out of the Settlement and the Settlement is given final approval, you will fully release and discharge Samsung Electronics America, Inc., Staffmark Investment LLC, Staffmark Holdings, Inc., Staffmark Group, LLC, Atterro, Inc., Advantage Resourcing, Inc., and each of their past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, representatives, consultants, and attorneys (“Released Parties”) from the Released Claims, as articulated below:

**The Released Class Claims are as follows:** The Participating Class Members will fully release and discharge Staffmark and the Released Parties from any and all claims as alleged in, or arising out of facts asserted in, the operative Complaint only, which includes the following claims against Staffmark: meal and rest breaks; unpaid wages, including minimum wages, regular wages, overtime and double time wages; wage statement violations; untimely wages and wages due upon termination; and derivative claims; and California Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, and 1198, 2802 and 2698, the applicable Industrial Wage Commission Wage Orders, the Fair Labor Standards Act, and the Business and Professions Code section 17200 as it relates to the underlying Labor Code claims referenced above (collectively, “Released Class Claims”). All Class Members who negotiate their settlement checks will also release all claims that could have been brought under the Fair Labor Standards Act. Also, this release shall apply to all claims arising in the PAGA Period. This release will be effective as to the absent class members at the time the gross settlement funds are paid.

**The Released PAGA Claims are as follows:** Plaintiff and Aggrieved Employees will fully release and discharge Staffmark and the Released Parties from the underlying Labor Code claims asserted in Plaintiff’s LWDA letter dated February 21, 2020 (Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, and 1198, 2802 and 2698). Even if an Aggrieved Employee chooses to opt out of the Class Settlement Agreement, s/he would still be bound by the PAGA release.

If you cash your settlement check, then the Released Claims shall also include any and all claims under the Fair Labor Standards Act, including without limitation, claims under 29 U.S.C. §§ 206, 207 and 216, that have been asserted in the Action. Settlement checks shall read, "By negotiating this check, you agree to release all claims you may have under the Fair Labor Standards Act arising from *Olrin Kang v. Samsung Electronics America, Inc. et al.*, Case No. 20STCV09407."

Whether or not you cash the settlement check, the Settlement will be binding. If you do not cash your check within 180 days of the date on the check, your check will be void and the funds will be directed to the State Controller’s Office under the Unclaimed Property Statutes. Additionally, even if you do not cash your check, you will be deemed to have waived irrevocably any right in or claim to your settlement share and will be bound by the terms of the Settlement and the release.

You can talk to the Class Counsel (listed in Question 18) for free or you can talk to your own lawyer if you have questions about the Released Claims and what they mean.

**8. How do I get a payment?**

If you received this notice by mail, you will receive an Individual Settlement Payment automatically if you do not exclude yourself from the Settlement.

**9. When will I get my payment?**

Individual Settlement Payments will be mailed to Settlement Class Members who are eligible to receive benefits under the Settlement, after the Court approves the Settlement, and after time for appeals has ended and any appeals have been resolved. After the Court approves the Settlement, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

**10. When is the effective date of the Settlement Agreement?**

The Settlement Agreement becomes effective upon the Court's Final Approval Order becoming final. The Court's Final Approval Order "becomes final" upon the last to occur of the following: (a) the date of final affirmance on appeal of the Judgment; (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from the Court's Judgment.

### **WHO IS IN THE SETTLEMENT CLASS**

**11. Am I part of this Settlement Class?**

The Settlement Class Members include all persons employed by Staffmark who Staffmark placed as temporary employees at Samsung in California and who were paid on a non-exempt basis, during the period from March 9, 2016 to January 24, 2021.

**12. I'm still not sure if I am included.**

If you are still not sure whether you are included, you can get free help by calling or writing to the Settlement Administrator or the Class Counsel, at the phone number or address listed in Question 18.

### **YOUR RIGHTS AND OPTIONS**

You have to decide whether to stay in the Settlement Class or opt-out of the Settlement Class by February 25, 2022. Each option has specific consequences, which you should understand before making your decision. Your rights regarding each option and the steps you must take to select each option, are summarized above and explained in more detail here.

**13. What happens if I do nothing at all?**

You don't have to do anything now if you want to receive a share of the money from this Settlement between Defendants and Plaintiff. By doing nothing you are staying in the Settlement Class and you keep the possibility of getting money that may come from this Settlement. But you will be bound by the Final Judgment and you will give up any rights to sue Defendants or any other Released Parties separately about the Released Claims (defined above).

**14. How do I ask the Court to exclude me from the Settlement Class?**

Settlement Class Members may exclude themselves ("opt-out") from the Settlement Class by submitting a signed written exclusion request to the Settlement Administrator by mail to Staffmark/Samsung Settlement, c/o Phoenix Settlement Administrators on or before February 25, 2022. To opt-out, your written statement must include your name (and former names, if any), current address, telephone number, and the last four digits of your social security number. Opt-out requests that do not include all required information, or that are not submitted timely, will be disregarded. Persons who submit valid and timely opt-out requests will not participate in the Settlement and will not be bound by either the Settlement or the Final Judgment.

**15. What happens if I exclude myself from the Settlement?**

If you exclude yourself now you will not get anything from the Settlement. If you ask to be excluded, you will not get an Individual Settlement Payment, and you cannot object to the Settlement. But you may sue, continue to sue, or be part of a different lawsuit against Defendants in the future, subject to any defenses that Defendants may assert. You will not be bound by anything that happens in this lawsuit.

Note that regardless of whether you opt out, you will still be mailed a check for the PAGA claims in this lawsuit

and you will still be bound by the release of the PAGA claims in the Settlement.

**16. What if I want to object to the Settlement?**

If you are a Settlement Class Member and believe that the Settlement should not be finally approved by the Court for any reason, and want the Court to consider your objection, you must send your objection by mail to the Settlement Administrator or appear at the hearing (see Question 22) and state any objections to the proposed Settlement. You may appear at the hearing telephonically. Any written objections must be mailed to the Settlement Administrator at the following address: Staffmark/Samsung Settlement, c/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 on or before February 25, 2022. Such objection shall include the name and number of the case, *Olrin Kang v. Samsung Electronics America, Inc. et al.*, Case No. 20STCV09407, your name (and former names, if any), address, and telephone number, your dates of employment, the basis for any objection, your signature, and, if you are represented by counsel, the name and address of your counsel.

DO NOT submit both an opt-out statement and an objection. If you submit both, the objection will be disregarded. Any attorney who will represent an individual objecting to the Settlement Agreement should file a notice of appearance with the Court and serve Class Counsel and Counsel for Defendants with such notice of appearance. All objections or other correspondence must state the name and number of the case, *Olrin Kang v. Samsung Electronics America, Inc. et al.*, Case No. 20STCV09407. The Court does not require written objections for an objector to appear at the hearing and raise an objection.

**17. What's the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. If your objection is overruled, you will be part of the Settlement, will release your claims, and will receive the payments.

Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you will have no basis to object because the Settlement will no longer affect you.

**THE LAWYER REPRESENTING YOU**

**18. Do I have a lawyer in this case?**

The Court decided that Briana Kim, PC is qualified to represent you and all Settlement Class Members. The law firm is called "Class Counsel." Ms. Kim is experienced in handling similar cases against other employers. More information about her law firm, practice, and the experience of Ms. Kim is available at [www.wagerecoveryqueen.com](http://www.wagerecoveryqueen.com). If you have any questions regarding this case or this notice, or you want to communicate with the lawyers representing the Plaintiff, you may contact them at:

BRIANA KIM, PC  
249 East Ocean Boulevard, Suite 814  
Long Beach, California 90802  
Telephone: (714) 482-6301  
Facsimile: (714) 482-6302

**19. Should I get my own lawyer?**

If you do not opt-out of this Settlement, you do not need to hire your own lawyer because Class Counsel will be working on your behalf. If you opt-out of the class and you start your own lawsuit against Defendants, you'll have to prove your claims and, if you want legal representation to pursue your own claims, you'll have to hire your own attorney at your own expense.

**20. How will the Attorney for the Settlement Class and Plaintiff be paid?**

The attorney for Plaintiff and the Class will be paid from the Gross Settlement Amount approved by the Court. Subject to Court approval, Class Counsel will be paid up to \$189,000 (or 35% of the settlement amount) in attorneys' fees, as well as reasonable costs in the amount of up to \$20,000. Subject to Court approval, the Class Representative will be paid up to \$5,000 as an incentive payment for his participation in this lawsuit, for taking on the risk of litigation, and for his general release of all claims. The Court may award less than these amounts.

## THE LAWYER REPRESENTING STAFFMARK

### 21. Who is Staffmark's lawyer in this case?

Susan M. Steward  
Barbara S. Van Ligten  
Atkinson, Andelson, Loya, Ruud & Romo  
12800 Center Court Drive, Suite 300  
Cerritos, California 90703  
Telephone: (562) 653-3200  
Facsimile: (562) 653-3333

## THE FAIRNESS HEARING

The judge will hold a hearing to decide whether to approve the Settlement. If you have filed an objection on time you may attend and you may ask to speak, but you don't have to.

### 22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing in Department 17 at the Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012 on April 7, 2022, at 10:00 a.m. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are any objections, the judge will consider them. The Court will only listen to people who are authorized to speak at the hearing. At this hearing, the Court will also decide how much to pay Class Counsel and how much to pay Plaintiff as an incentive payment. You may appear at the hearing telephonically. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. If the Settlement is approved by the Court, notice of final judgment will be posted on the following website: [www.phoenixclassaction.com/staffmarksamsung](http://www.phoenixclassaction.com/staffmarksamsung).

### 23. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also appear at the hearing and state any objections to the proposed Settlement. You may also pay another lawyer to attend, but it is not required.

### 24. Address Change

If you move before settlement payments are made, or if the address on this notice is incorrect in any way, you must notify the Settlement Administrator of your updated address to ensure your receipt of your share of the settlement funds.

**GETTING MORE INFORMATION:** This Notice only summarizes the lawsuit and other related matters. For more information, you may review the Court's files at the Civil Clerk's Office of the Superior Court of California for the County of Los Angeles, located at 111 North Hill Street, Los Angeles, California 90012, during business hours of each business day. Due to social distancing requirements, appointments are required in advance for the Clerk's Office. The Clerk's Office is inaccessible to the public unless you have a prescheduled appointment. Social distancing requirements remain in place. Any questions regarding this Notice should be addressed to the Phoenix Settlement Administrators at the following hotline number (800) 523-5773 or to Class Counsel at the address and telephone number listed in Question 18. Additional information will be posted on the following website: [www.phoenixclassaction.com/staffmarksamsung](http://www.phoenixclassaction.com/staffmarksamsung). If your address changes or is different from the one on the envelope enclosing this Notice, please promptly notify the Settlement Administrator at the following address: Staffmark/Samsung Settlement, c/o Phoenix Settlement Administrators, or by calling (800) 523-5773. Please note that your contact information was obtained for purposes of this Settlement only, by Order of the Court, and will not be utilized for any other purpose other than this pending Settlement. Counsel will use all reasonable means to protect your information.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS OR DEFENDANTS' ATTORNEY WITH INQUIRIES.