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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.

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."

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DATED: September 23, 2020

DocuSigned by:



Dajuan Hamilton
Plaintiff/Class Representative

DATED: September 23, 2020


By: _____

Title: _____
Defendant Golden Hill Staffing, Inc.

APPROVED AS TO FORM:

DATED: September 23, 2020

POLARIS LAW GROUP, LLP

By:  _____

William L. Marder
Attorneys for Plaintiff and the Class

Dated: September 23, 2020

FISHER PHILLIPS LLP

By

Christine Baran
Attorneys for Defendant
GOLDEN HILL STRAFFING, INC.

1 DATED: September 29, 2020

Dajuan Hamilton
Plaintiff/Class Representative

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DATED: September 29, 2020

By: *Richard J. Kim* _____
Title: Branch Manager _____
Defendant Golden Hill Staffing, Inc.

APPROVED AS TO FORM:

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DATED: September 29, 2020

POLARIS LAW GROUP, LLP

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

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Dated: September 29, 2020

FISHER PHILLIPS LLP

By



Christine Baran
Attorneys for Defendant
GOLDEN HILL STRAFFING, INC.

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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
INCLUDE THE FOLLOWING:	
DO NOTHING	You will receive a payment from the Settlement. No action is required for you to get your share of this Settlement.
EXCLUDE YOURSELF	<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] .
OBJECT	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
5. Why Did Defendant Join in This Notice?..... Page 3
6. Who Is the Plaintiff in This Class Action? Page 4
7. Who Are the Attorneys Representing the Parties? Page 4
8. What Are my Rights? How Will My Rights Be Affected? Page 4
9. How Will Attorneys for the Class and Others Be Paid?..... Page 6

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 [REDACTED] wage statements during the Class Period. Based on this estimate and Defendant’s records, your estimated payment as a Class Member would be \$ [REDACTED].

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 [REDACTED]. 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 RECIVE 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
POLARIS LAW GROUP, LLP
501 San Benito Street, Suite 200
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515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

*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 [REDACTED]. 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 [REDACTED], at [REDACTED] 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 [REDACTED]. 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.