

1 William L. Marder, Cal Bar No. 170131
POLARIS LAW GROUP, LLP
2 501 San Benito Street, Suite 200
Hollister, California 95023
3 Telephone: 831.531.4214
Facsimile: 831.634.0333
4

Dennis S. Hyun (State Bar No. 224240)
5 HYUN LEGAL, APC
6 515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
7 (213) 488-6554 facsimile

8 Attorneys for Plaintiff and the Class

9 CHRISTINE D. BARAN, SBN 158603
ANDREW C. CRANE, SBN 285211
10 FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
11 Irvine, California 92614
Telephone (949) 851-2424
12 Facsimile (949) 851-0152

13 Attorneys for Defendant
GOLDEN HILL STAFFING, INC.

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

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

18 Plaintiffs,

19 v.

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

22 Defendants.
23

CASE NO. HG18923603

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

1 This Joint Stipulation For a Class Action Settlement And Release of Claims (“Settlement
2 Agreement”) is made and entered into by and between Plaintiff Dajuan Hamilton (“Plaintiff”), on
3 behalf of himself and the putative class, and Defendant Golden Hill Staffing, Inc. (“Defendant”)
4 (collectively, the “Parties”), on the other hand.

5 DEFINITIONS

6 1. The Class Representative, the Plaintiff Class, and Defendant are referred to
7 collectively as “the Parties.”

8 2. “Class Counsel” is Dennis S. Hyun of Hyun Legal APC and William L. Marder of
9 Polaris Law Group LLP.

10 3. “Defendant’s Counsel” is Christine D. Baran and Andrew C. Crane of Fisher &
11 Phillips LLP.

12 4. An individual is a member of the “Plaintiff Class” or “Settlement Class” (or is a
13 “Class Member”) if he or she belongs to the following Settlement Class:

14 (a) all individuals who are or previously were employed by Defendant Golden
15 Hill Staffing, Inc. (“Defendant”) in California and received a wage
16 statement from Defendant at any time during the period of February 5,
17 2018 to March 31, 2020. The Parties stipulate to certification of the
18 Settlement Class for settlement purposes only, pursuant to California Code
19 of Civil Procedure Section 382.

20 5. The “Settlement Class” consists of all members of the Plaintiff Classes who do not
21 validly exclude themselves from the settlement. Members of the Settlement Class shall be
22 referred to as “Settlement Class Members.”

23 BACKGROUND AND OVERVIEW OF SETTLEMENT

24 6. On or about July 25, 2018, Plaintiff sent notice to the Labor Workforce
25 Development Agency (the “LWDA”) of the violations of Labor Code § 226(a)(6) and (8),
26 pursuant to the Private Attorneys General Act (the “PAGA”), Labor Code § 2698, *et seq.* As set
27 forth in Plaintiff’s notice, Plaintiff asserted that Defendant’s wage statements failed to include the
28 pay period dates and/or Defendant’s address.

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

8 8. The PAGA notice and Complaint, and all claims that have been made therein, are
9 referred to herein as the “Lawsuit.”

10 9. The Parties engaged in an exchange of information, including data regarding the
11 size of the putative class and number of wage statements at issue. In connection with the
12 mediation, Defendant produced exemplar wage statements showing that the violation only
13 occurred from February 5, 2018, to December 7, 2018. Further, Defendant also attempted to cure
14 the violation pursuant to the PAGA by issuing corrected wage statements as required by the
15 PAGA. Defendant also produced financial documentation showing that Defendant lacks the
16 funds necessary to fund any larger settlement and further justifying a payment plan as set forth
17 herein. Indeed, any higher settlement will force Defendant to close and cease operations. The
18 Parties attended a mediation before Todd Smith, Esq., a well-known wage and hour class action
19 mediator. After a full day of mediation on January 6, 2020, the Parties reached this settlement.

20 10. The Parties intend to fully, finally, and forever settle, compromise, and discharge
21 all disputes and claims that were raised in the Lawsuit that have been asserted by the Class
22 Representative on behalf of himself and on behalf of members of the Plaintiff Classes.

23 11. The Parties intend that this Settlement Agreement shall include a full and complete
24 release of the claims asserted in the Lawsuit.

25 12. Class Counsel represent that they have conducted a thorough investigation into the
26 facts of the Lawsuit and have diligently pursued an investigation of the claims of the Plaintiff
27 Class against Defendant. Based on their own independent investigation and evaluation and all
28 known facts and circumstances, including the risk of significant defenses asserted by Defendant

1 regarding class certification and the merits of the claims, Class Counsel is of the opinion that the
2 settlement with Defendant is fair, reasonable, adequate, and in the best interest of the Plaintiff
3 Class.

4 13. Defendant denies that it has violated the law in any manner alleged in the Lawsuit.
5 Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed
6 or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
7 Defendant.

8 14. The Parties agree to cooperate and take all steps necessary and appropriate to
9 obtain preliminary and final approval of this settlement to effectuate all aspects of this Settlement
10 Agreement.

11 15. The total payment under this Settlement Agreement is \$175,000.00 (the “Gross
12 Settlement Fund”), which includes any and all payments to Settlement Class Members, attorneys’
13 fees and costs, any class representative enhancement payment, all costs of settlement
14 administration, and payment to the California Labor & Workforce Development Agency
15 (“LWDA”) pursuant to PAGA.

16 16. The “Net Settlement Fund” shall be the Gross Settlement Fund minus the amount
17 of any attorneys’ fees and costs awarded to Class Counsel by the Court, the amount of any
18 enhancement payment awarded to the Class Representative by the Court, the amount of the
19 payment made to LWDA pursuant to PAGA, and the amount of the Settlement Administrator’s
20 fees and costs.

21 **CERTIFICATION OF THE PLAINTIFF CLASS**
22 **FOR SETTLEMENT PURPOSES ONLY**

23 17. For settlement purposes only, the Parties stipulate to certification of the Settlement
24 Class pursuant to California Code of Civil Procedure Section 382. The number of class members
25 at the time of mediation was estimated to consist of 1212 unique individuals who received 16,579
26 alleged violative wage statements. In the event that the number of class members and/or wage
27 statements increases by more than 10%, Defendant understands and agrees to proportionately
28 increase the Gross Settlement Amount.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Notice to the Settlement Class has been disseminated in accordance with the Court’s order.

- (f) Entry of an order by the Court granting final approval of the Settlement Agreement.
- (g) Occurrence of the “Effective Date,” which is defined as: (a) if no objections to the settlement are filed, the date of final approval of the settlement by the Court; (b) if objections to the settlement are filed and overruled, and no appeal is taken of the final approval order, then the Effective Date of final approval shall be 35 days after the Court enters final approval; (c) if objections to the settlement are filed and withdrawn, the date of final approval of the settlement by the Court; or (d) if any appeal is taken from the Court’s overruling of objections to the settlement, then the Effective Date of final approval shall be 20 days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

21. As soon as practicable after this Settlement Agreement has been signed by all parties and their counsel, Class Counsel shall move the Court for preliminary approval of this Settlement Agreement, and request an order:

- (a) Preliminarily approving this Settlement as fair, reasonable, and adequate;
- (b) Preliminarily appointing and approving Plaintiff as Class Representative;
- (c) Preliminarily appointing and approving Hyun Legal APC, and Polaris Law Group, LLP as Class Counsel;
- (d) Preliminarily appointing and approving Phoenix Settlement Administrators as the Settlement Administrator;
- (e) Approving the procedure for sending notice to the Class Members as set forth in this Settlement Agreement;

1 (f) Approving the Class Notice to be sent to the Class Members in
2 substantially the same form as Exhibit A to this Agreement, or as modified
3 by the Court;

4 (g) Authorizing the Settlement Administrator to mail the approved Class
5 Notice to the Class Members.

6 22. Class Counsel shall be responsible for ensuring that at least the following
7 documents are filed with the Court in advance of the final approval hearing so that the Court will
8 have a sufficient basis upon which to evaluate and approve the Settlement:

9 (a) A final report by the Settlement Administrator providing details regarding
10 the execution of the approved notice process, the rate (if any) of opt-outs
11 and objections, and other information vital to the Court's assessment of the
12 fairness of the Agreement at the final approval hearing;

13 (b) A duly-noticed motion, accompanying memorandum of points and
14 authorities prepared by Class Counsel, and such other pleadings, evidence,
15 or other documents as may be necessary for the Court to determine that the
16 Settlement documented by this Agreement is fair, adequate and reasonable,
17 including with respect to the attorneys' fees and costs, representative
18 enhancement, and settlement administration costs; and

19 (c) A [Proposed] Order for the Court's signature (i) finally approving the
20 Settlement Agreement as being fair, adequate and reasonable; (ii)
21 permanently enjoining all of the Settlement Class Members who do not
22 timely exclude themselves from the Settlement Agreement from pursuing,
23 or seeking to reopen, any Released Claims against any Released Parties;
24 (iii) entering Judgment consistent with this Settlement Agreement so as to
25 permanently bar all members of the Settlement Class from prosecuting
26 against Releasees each of the Released Claims; and (iv) providing for the
27 continuing jurisdiction of the Court to enforce the settlement.
28

1 23. The Parties understand and agree that Class Counsel will seek Court approval for
2 payment of attorneys' fees up to no more than 33 1/3% of the Gross Settlement Fund, or
3 \$58,333.33, plus actual litigation costs up to a maximum of \$25,000.00. Defendant does not and
4 will not oppose such application, so long as it is consistent with the terms of the Settlement
5 Agreement. These fees and costs are included in, and come from, the Gross Settlement Fund, and
6 will be paid by the Settlement Administrator within 15 calendar days after the last installment
7 payment by Defendant resulting in full funding of the Gross Settlement Fund consistent with
8 Paragraphs 27 and 51 below. An appropriate 1099 form shall be provided to Class Counsel for
9 such payments. The Parties expressly agree that the Court's approval or denial of any request for
10 attorneys' fees and costs are not material conditions to the Settlement Agreement and are to be
11 considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of
12 the Settlement. Any order or proceeding relating to the application by Class Counsel for an
13 award for attorneys' fees and costs shall not operate to terminate or cancel this Settlement
14 Agreement.

15 24. Subject to Court approval, in addition to any payment they may receive as
16 members of the Settlement Classes, the Class Representative will receive an enhancement
17 payment of up to \$10,000.00, which will be paid from the Gross Settlement Fund, for his services
18 as class representative and for the risks associated with filing the litigation. Any enhancement
19 payment to the Class Representative will be paid by the Settlement Administrator within 15
20 calendar days after the last installment payment by Defendant resulting in full funding of the
21 Gross Settlement Fund consistent with Paragraphs 27 and 51 below. The Class Representative
22 will be issued an IRS Form 1099 in connection with any such payment. The Parties expressly
23 agree that the Court's approval or denial of any request for an enhancement payment to the Class
24 Representative is not a material condition to the Settlement Agreement and is to be considered by
25 the Court separately from the fairness, reasonableness, adequacy, and good faith of the Settlement
26 Agreement. Any order or proceeding relating to the application by Class Counsel for an
27 enhancement award to the Class Representative shall not operate to terminate or cancel this
28 Settlement Agreement. Should the Court award an enhancement payment of less than

1 \$10,000.00, the remaining amount shall revert to the Net Settlement Fund and be distributed to
2 the Class.

3 **SETTLEMENT ADMINISTRATION**

4 25. The Parties have chosen Phoenix Settlement Administrators to administer this
5 settlement and to act as the Settlement Administrator (the "Settlement Administrator"). The
6 Settlement Administrator will distribute the administer disbursements from the Gross Settlement
7 Fund paid by Defendant into a Qualified Settlement Fund, including, but not limited to,
8 translating into Spanish and distributing the Class Notice, calculating individual settlement
9 payments, calculating interest owed, preparing and issuing all disbursements to be paid to
10 Settlement Class Members, the Class Representative, Class Counsel, the LWDA, and handling
11 inquiries and/or disputes about the calculation of individual settlement payments. The Settlement
12 Administrator shall be responsible for the timely filing of all federal, state and local tax returns of
13 the Qualified Settlement Fund. The Settlement Administrator shall establish an address and toll-
14 free telephone number to direct inquiries regarding the Class Notice and determination of
15 individual settlement payments. All questions by Settlement Class members shall be directed to
16 the Settlement Administrator. All costs associated with administering disbursements from the
17 Qualified Settlement Fund including, but not limited to, the fees and costs of the Settlement
18 Administrator and the cost of the Class Notice, shall be paid entirely from the Gross Settlement
19 Fund. The Parties expect that the Settlement Administrator shall conduct all administration of all
20 disbursements of the Settlement Amounts. The Settlement Administrator's costs are capped at
21 \$12,950.00 and any amounts not incurred by the Settlement Administrator and/or not awarded by
22 the Court shall be reallocated to the Net Settlement Fund.

23 **SETTLEMENT PAYMENT AND CALCULATION OF PAYMENTS**

24 26. In consideration of the mutual covenants and promises set forth herein, the Parties
25 agree, subject to the Court's approval, as follows:

1 27. Without admitting any liability whatsoever, Defendant will settle the Plaintiff's
2 and Settlement Class Members' claims released by this Settlement Agreement by depositing,
3 within thirty (30) calendar days of the date the Court enters an order of preliminary approval of
4 the settlement, Eighty-Seven Thousand, Five Hundred Dollars (\$87,500.00), which represents
5 one-half of the Gross Settlement Fund into a Qualified Settlement Fund, which shall be
6 established and administered by the Settlement Administrator (the "Qualified Settlement Fund").
7 Defendant will make a second payment of Eighty-Seven Thousand, Five Hundred Dollars
8 (\$87,500.00), which represents the remaining one-half of the Gross Settlement Fund into the
9 same Qualified Settlement Fund, no later than January 6, 2021, conditioned upon final approval
10 of settlement by the Court. If final approval of the settlement is reversed on appeal, then
11 Defendant shall be entitled to prompt return of the principal and all interest accrued. No money
12 shall be distributed from the Qualified Settlement Fund unless and until the Effective Date occurs.

13 28. All amounts paid as part of this Settlement Agreement shall be paid out of the
14 Qualified Settlement Fund. These amounts shall include (1) all payments to Plaintiff for his
15 representative enhancement (including in consideration for his individual release) and Settlement
16 Class Members under this Settlement Agreement; (2) any payment to the LWDA; (3) any and all
17 costs of administering the settlement; (5) Class Counsel's attorneys' fees and costs as approved
18 by the Court; and (6) any other amounts required to be paid under this Settlement Agreement.
19 Defendant shall have no obligation under this Settlement Agreement or otherwise to make any
20 payment whatsoever beyond its obligation to make payments to the Qualified Settlement Fund in
21 an amount equal to the designated Gross Settlement Fund.

22 29. Individual Settlement Awards will be calculated and apportioned from the Gross
23 Settlement Fund based on the number of wage statements received by each Settlement Class
24 Member during the Class Period in proportion to the total number of violative wage statements
25 issued to Settlement Class Members during the Class Period.

26 30. Specific calculations of Individual Settlement Payments will be made as follows:

- 27 a. Each Potential Class Member shall be assigned an "Individual Wage
28 Statement Number" by adding the total number of wage statements that he

1 or she received during the Class Period. The aggregate total of all of the
2 Individual Wage Statement Numbers shall be referred to as the “Aggregate
3 Wage Statement Number.”

4 b. Each Potential Class Member shall be assigned a Payout Ratio which shall
5 be determined by dividing his or her Individual Wage Statement Number
6 by the Aggregate Wage Statement Number.

7 31. The entire Gross Settlement Fund will be disbursed to all Potential Class Members
8 who do not submit timely and valid Requests for Exclusion. If there are any valid and timely
9 Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual
10 Settlement Award for each Settlement Class Member so that the amount actually distributed to
11 the Settlement Class equals 100% of the Gross Settlement Fund. In other words, the Parties
12 understand and agree that none of the settlement monies will revert back to Defendant.

13 32. PAGA Penalties. As described above, the Parties agree to allocate \$30,000 to the
14 settlement of the PAGA claims alleged in the Lawsuit, which the Parties believe in good faith is a
15 fair and reasonable apportionment. The Settlement Administrator shall pay Seventy Five percent
16 (75%) of this amount to the LWDA or \$22,500.00, and allocate Twenty Five percent (25%), or
17 \$7,500.00 of this amount to the Net Settlement Fund for allocation among Settlement Class
18 Members.

19 33. Defendant will not pay any money until after the Settlement Agreement is finally
20 approved by the Court and the Effective Date has occurred. Payment will thereafter be made by
21 Defendant in a manner consistent with the terms set out in Paragraph 27 above.

22 **ALLOCATION AND TAX TREATMENT**

23 34. The Parties agree that 100% percent of the payments to Settlement Class Members
24 shall be treated as penalties for purposes of IRS reporting. In other words, none of the payments
25 to Settlement Class Members shall be subject to any withholdings.

26 35. All Parties represent that they have not provided, nor received any representations
27 from other parties, their counsel, or their agents regarding the tax treatment of payments under
28 federal, state, or local law.

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

7 41. Exclusion Process. Any member of the Plaintiff Class may request to be excluded
8 from the settlement by submitting a request for exclusion ("Request for Exclusion"). Any such
9 request must be made in accordance with this Settlement Agreement and as set forth in the Class
10 Notice and will be timely only if postmarked no later than forty-five (45) days after the mailing of
11 the Class Notice by the Settlement Administrator, or if otherwise agreed by the Parties, through
12 Class Counsel and Defendant's Counsel, in writing. Requests for Exclusion must include the
13 Plaintiff Class Member's name, last four digits of their social security number, and their intention
14 to exclude themselves from this settlement and be signed by the class member. Requests for
15 Exclusion that do not include all required information, or that are not submitted on a timely basis,
16 will be deemed null, void and ineffective. Persons who are eligible to and do submit valid and
17 timely requests to exclude themselves from the settlement will not participate in the settlement,
18 will not be allowed to object to this Settlement Agreement, nor will they be bound by the terms of
19 the proposed settlement, if it is approved, or any final judgment entered in the Lawsuit. The
20 Parties understand and agree that any settlement funds allocated to Class Members who opt-out
21 shall be re-allocated to the Net Settlement Fund and redistributed to Settlement Class Members
22 who do not opt-out. Again, the Parties understand and agree that this settlement is **non-**
23 **reversionary**, such that none of the settlement monies funded by Defendant shall revert back to
24 Defendant.

25 42. Failure to Submit Request for Exclusion. Any Plaintiff Class Member who fails to
26 submit a timely request to exclude themselves from the settlement by following the procedure set
27 forth in the Class Notice shall automatically be deemed a Settlement Class Member whose rights
28 and claims with respect to the issues raised in the Lawsuit are determined by any order the Court
enters granting final approval, and any judgment the Court ultimately enters in the Lawsuit. Any

1 such Plaintiff Class Member's rights to pursue any claims covered by the Lawsuit will be
2 extinguished.

3 43. Objections to Settlement. A member of the Plaintiff Classes who does not
4 properly request to exclude themselves from the settlement may object to the settlement. Any
5 such objection must be filed with the clerk of the Court and served on all counsel no later than
6 fourteen (14) calendar days before the original date scheduled for the hearing regarding final
7 approval of the settlement, or such number of days as the Court shall specify before the date of
8 the final approval hearing. The objection must contain the class member's name, address,
9 telephone number, last four digits of their social security number, be signed by the class member,
10 and state all legal and factual grounds for the objection. Counsel for the Parties shall file any
11 response to any objections to the settlement submitted by any Plaintiff Class Member at least five
12 (5) calendar days before the date of the final approval hearing, or within such other time frame as
13 the Court orders. Nevertheless, even if the Plaintiff Class Member does not file and serve any
14 written objection, the Plaintiff Class Member may still appear at the final approval hearing to
15 object to the Settlement. The Settlement Administrator is to forward any objections received
16 immediately to the Parties' counsel upon receipt. Any attorney who will represent an individual
17 objecting to this Settlement must file a notice of appearance with the Court and serve Class
18 Counsel and Defendant's Counsel no later than forty-five (45) days after the Notice of Proposed
19 Class Action Settlement was initially mailed to the objecting Plaintiff Class member. If a
20 Plaintiff Class member objects to the Settlement, the Plaintiff Class member will remain a
21 member of the Settlement Class and if the Court approves this Settlement, the objecting Plaintiff
22 Class member will be deemed a Settlement Class Member and be bound by the terms of the
23 Settlement and Final Approval in the same way and to the same extent as a Plaintiff Class
24 member who does not object. The date of mailing of the Notice to the objecting Settlement Class
25 member shall be conclusively determined according to the records of the Settlement
26 Administrator. The Court retains final authority with respect to the consideration and
27 admissibility of any Settlement Class member objections.
28

1 44. The Settlement Administrator shall provide the Parties with a weekly update as to
2 the number of Requests for Exclusion and Objections it has received from Plaintiff Class
3 Members.

4 45. Upon completion of the forty-five (45) day time period in which Plaintiff Class
5 Members can request to exclude themselves from the settlement, the Settlement Administrator
6 shall inform the Parties as to the total number of Plaintiff Class Members who requested to
7 exclude themselves from the settlement.

8 46. The Settlement Administrator shall, prior to directing any disbursements of the Net
9 Settlement Fund, provide Defendant's Counsel and Class Counsel with a register listing all
10 Settlement Class Members and the proposed amounts of each such person's settlement for
11 verification.

12 47. No later than forty-five (45) calendar days prior to the hearing regarding final
13 approval of the settlement, the Settlement Administrator shall provide Defendant's Counsel and
14 Class Counsel with a declaration attesting to completion of the notice process (except for any
15 ongoing attempt to obtain valid mailing addresses for, and the resending of, any returned Class
16 Notices). Compliance with the notice procedures described in this Settlement Agreement shall
17 constitute due and sufficient notice to Plaintiff Class members of this proposed settlement and the
18 hearing regarding final approval of the settlement, shall not be subject to objection or collateral
19 attack by any person or entity and shall satisfy the requirement of due process. The Settlement
20 Administrator shall also provide any further declarations and/or reports to the Court to show
21 completion of the administration of the settlement, including regarding the disposition of
22 uncashed settlement monies. Nothing else shall be required of, or done by, the Parties, Class
23 Counsel, Defendant's Counsel, or the Settlement Administrator to provide notice of the proposed
24 settlement and the final approval hearing.

25 48. The Parties and their counsel represent that neither the Parties nor their respective
26 counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to
27 object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
28 If a Class Member submits a Request for Exclusion, Class Counsel will not solicit, represent, or

1 otherwise encourage that Non-Participating Class Member to participate in separate litigation
2 against Defendant.

3 49. If more than ten percent (10%) of the Class Members who have not separately
4 settled their Released Class Claims with Defendant timely submit valid Requests for Exclusion
5 Defendant will have the right, but not the obligation, to void the Settlement and the Parties will
6 have no further obligations under the Settlement, including any obligation by Defendant to pay
7 the Gross Settlement Amount, or any amounts that otherwise would have been owed under this
8 Agreement, except that Defendant will pay the Settlement Administration Expenses incurred as of
9 the date that Defendant exercises the right to void the Settlement. Defendant will notify Class
10 Counsel and the Court whether it is exercising this right to void not later than seven (7) days after
11 the Settlement Administrator notifies the Parties of the number of valid Requests for Exclusion in
12 Settlement it has received.

13 **FUNDING OF SETTLEMENT AND DISBURSEMENT OF FUNDS**

14 50. Funding of Qualified Settlement Fund. Defendant shall fund the settlement as
15 follows: the Gross Settlement Fund shall be made in two payments of \$87,500. The first payment
16 will be made within thirty (30) days of preliminary approval of the settlement by the Court, or no
17 earlier than six (6) months after execution of the settlement agreement, whichever is later. The
18 second payment will be made no later than January 6, 2021, conditioned upon final approval of
19 settlement by the Court. If there is any default by Defendant in making any of the payments
20 herein, Plaintiff shall provide Defendant with written notice to Defendant's attorney and
21 Defendant shall have 7 days to cure. In the event that any motion, action and/or application is
22 brought to enforce the payment procedures herein, the prevailing party shall be entitled to its/his
23 reasonable attorneys' fees and costs.

24 51. Disbursement of Settlement Payments, Attorneys' Fees and Costs, and Service
25 Awards. No later than 15 calendar days after the last installment payment resulting in full
26 funding of the Gross Settlement Fund in the amount of \$175,000.00 to the Settlement
27 Administrator, the Settlement Administrator shall: (a) issue and mail the settlement payments to
28 the Settlement Class Members by first-class United States mail to the last known mailing address

1 of each Settlement Class Members; and (b) disburse any court-approved attorney’s fees, costs,
2 costs of settlement administration, enhancement award, and payment to the LWDA. Should the
3 Settlement Administrator need more time than is provided under this Settlement Agreement to
4 complete any of its obligations as set forth in this Settlement Agreement, the Settlement
5 Administrator may request such additional time in writing (including an explanation of the need
6 for additional time) from Defendant’s Counsel and Class Counsel. If Defendant’s Counsel and
7 Class Counsel do not agree, in writing, to the Settlement Administrator’s request for additional
8 time, the Settlement Administrator may seek such additional time from the Court.

9 52. The Class Representative and Settlement Class Members shall have 180 calendar
10 days after mailing to cash their settlement checks. If the Class Representative or any Settlement
11 Class Members does not cash his or her settlement payment check(s) within that 180-day period,
12 his or her settlement check(s) will be voided and a stop payment will be placed on it. The Parties
13 understand and agree that any uncashed checks shall be distributed to the California State
14 Controller’s Office in the name of the Class Representative and/or Class Member to whom the
15 uncashed settlement payment check was addressed.

16 **RELEASE OF CLAIMS**

17 53. Upon entry of final judgment, the Defendant and its subsidiaries, parents,
18 predecessors, successors, investors, affiliates, current and former employees, managing agents,
19 servants, consultants, agents, directors, officers, independent contractors, representatives, insurers
20 and reinsurers and attorneys (the “Released Parties”) shall be entitled to a release of all claims
21 alleged in the Operative Complaint which occurred during the Plaintiff Class Period, *i.e.*,
22 violations of Labor Code § 226 and the PAGA predicated upon violation of Labor Code § 226,
23 and expressly excluding all other claims, including claims for vested benefits, wrongful
24 termination, unemployment insurance, disability, social security, workers’ compensation, and
25 claims outside of the Class Period (the “Released Claims”). The Released Claims include any
26 claim for damages, penalties or other remedies resulting from such claims, as well as any
27 derivative penalties under PAGA.
28

1 54. It is the desire of the Parties to fully, finally, and forever settle, compromise, and
2 discharge the Released Claims. Upon entry of an order granting final approval and judgment in
3 the Lawsuit, the Class Representative and each and every member of the Settlement Class shall
4 be bound by the terms of this Settlement Agreement and shall have recourse exclusively to the
5 benefits, rights, and remedies provided hereunder. The Class Representative and each and every
6 member of the Settlement Class shall be deemed to have, and by operation of the judgment and
7 final approval order entered by the Court shall have fully, finally, and forever released,
8 relinquished, and discharged each and all of the Released Parties from any and all Released
9 Claims (including unknown Released Claims) through the date of entry of Judgment in the
10 Lawsuit.

11 55. Upon the Effective Date, in addition to the claims being released by all Settlement
12 Class Members, Plaintiff will release and forever discharge the Released Parties, to the fullest
13 extent permitted by law, of and from any and all claims, known and unknown, asserted and not
14 asserted, which Plaintiff has or may have against the Released Parties as of the date of execution
15 of this Settlement Agreement. To the extent the foregoing release is a release to which Section
16 1542 of the California Civil Code or similar provisions of other applicable law may apply,
17 Plaintiff expressly waives any and all rights and benefits conferred upon him by the provisions of
18 Section 1542 of the California Civil Code or similar provisions of applicable law which are as
19 follows:

20 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
21 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
22 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY
23 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
24 WITH THE DEBTOR OR RELEASED PARTY.

25 Plaintiff may hereafter discover facts in addition to or different from those he now knows or believes to be
26 true with respect to the subject matter of the General Release, but Plaintiff upon the Effective Date, shall
27 be deemed to have, and by operation of the Final Order shall have, fully, finally, and forever settled and
28 released any and all of the claims released pursuant to the General Release whether known or unknown,

1 suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon
2 any theory of law or equity now existing or coming into existence in the future, including, but not limited
3 to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule,
4 without regard to the subsequent discovery or existence of such different or additional facts.

5 **VOIDING THE SETTLEMENT AGREEMENT**

6 56. If the Court does not approve any material condition of this Settlement Agreement
7 or effects a fundamental change of the Settlement Agreement, the entire Settlement Agreement
8 will be voidable and unenforceable. If the Court grants final approval conditioned on any
9 material change to the Settlement (including, but not limited to, the scope of release to be granted
10 by Participating Class Members), then the Parties shall work together in good faith to address any
11 concerns raised by the Court and propose a revised Settlement for the Court's approval. The
12 Parties expressly agree that the Court's approval or denial of any request for attorneys' fees and
13 costs or any enhancement payments to the Class Representative are not material conditions to this
14 agreement. Further, the Parties understand and agree that if this Agreement is voided for any
15 reason, the Release shall be deemed voided and Plaintiff and Class Members' claims will be fully
16 reinstated.

17 57. The Parties agree not to encourage any member or group of the Plaintiff Class to
18 opt out or object to the settlement.

19 **PARTIES' AUTHORITY**

20 58. The signatories represent that they are fully authorized to enter into this Settlement
21 Agreement and bind the Parties to its terms and conditions.

22 **MUTUAL FULL COOPERATION**

23 59. The Parties agree to fully cooperate with each other to accomplish the terms of this
24 Settlement Agreement, including but not limited to, execution of such documents as may
25 reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this
26 Settlement Agreement shall use their best efforts, including all efforts contemplated by this
27 Settlement Agreement and any other efforts that may become necessary by order of the Court, or
28 otherwise, to effectuate this Settlement Agreement. As soon as practicable after execution of this
Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant's

1 Counsel, take all necessary steps to secure the Court's final approval of this Settlement
2 Agreement.

3 **NO ADMISSION OF LIABILITY**

4 60. Each of the Parties has entered into this Settlement Agreement with the intention
5 to avoid further disputes and litigation with the attendant risk, inconvenience and expense.
6 Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed
7 or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
8 Defendant. This Settlement Agreement is a settlement document and shall, pursuant to California
9 Evidence Code Section 1152, and Federal Rule of Evidence 408, be inadmissible in evidence in
10 any proceeding. The preceding sentence shall not apply to an action or proceeding to approve,
11 interpret, or enforce this Settlement Agreement.

12 **LIMITATION ON PUBLIC STATEMENTS ABOUT SETTLEMENT**

13 61. Plaintiff and Class Counsel represent that they have not and will not issue any
14 press, publications, or other media releases about the Settlement (including, but not necessarily
15 limited to advertising or marketing materials or on social media) or have any communication with
16 the press or media or anyone else regarding the Settlement. This provision shall not prohibit
17 Class Counsel from communicating with Class Members after preliminary approval is granted for
18 the sole purpose of administering the Settlement. This provision also does not limit Class
19 Counsel from complying with ethical obligations, referencing this case in declarations filed with
20 any courts in connection with approval of class action or PAGA settlements, or for establishing
21 adequacy for class certification, or from posting court-filed documents on their website for
22 viewing by Class Members.

23 **ENFORCEMENT OF THE SETTLEMENT AGREEMENT**

24 62. In the event that one or more of the Parties to this Settlement Agreement institute
25 any legal action, arbitration, or other proceeding against any other party or Parties to enforce the
26 provisions of this Settlement Agreement or to declare rights and/or obligations under this
27 Settlement Agreement, the successful party or parties shall be entitled to recover from the
28

1 unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees
2 incurred in connection with any enforcement actions.

3 **CONSTRUCTION AND INTERPRETATION**

4 63. The Parties agree that the terms and conditions of this Settlement Agreement are
5 the result of lengthy, intensive arms-length negotiations between the Parties and that this
6 Settlement Agreement shall not be construed in favor of or against any of the Parties by reason of
7 their participation in the drafting of this Settlement Agreement.

8 64. Paragraph titles are inserted as a matter of convenience and for reference, and in
9 no way define, limit, extend, or describe the scope of this Settlement Agreement or any of its
10 provisions. Each term of this Settlement Agreement is contractual and not merely a recital.

11 65. This Agreement shall be subject to and governed by the laws of the State of
12 California and subject to the continuing jurisdiction of Department 23 of the Alameda County
13 Superior Court.

14 **MODIFICATION**

15 66. This Settlement Agreement may not be changed, altered, or modified, except in
16 writing and signed by counsel for the Parties, and approved by the Court. This Settlement
17 Agreement may not be discharged except by performance in accordance with its terms or by a
18 writing signed by counsel for the Parties.

19 **INTEGRATION CLAUSE**

20 67. This Settlement Agreement contains the entire agreement between the Parties
21 relating to any and all matters addressed in the Settlement Agreement, and all prior or
22 contemporaneous agreements, understandings, representations, and statements, whether oral or
23 written and whether by a party or such party's legal counsel, with respect to such matters are
24 extinguished. No rights hereunder may be waived or modified except in a writing signed by all
25 Parties. This provision has no application or impact on any arbitration agreements,
26 confidentiality agreements, handbooks or policies executed by a Plaintiff Class Member during
27 his/her employment with Defendant, which remain in full force and effect.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

BINDING ON ASSIGNS

68. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

SIGNATURES ON AGREEMENT

69. It is agreed that it is impossible or impractical to have each member of the class execute this Settlement Agreement. The Notice will advise all members of the Plaintiff Class of the binding nature of the release and such shall have the same force and effect as if each member of the class executed this Settlement Agreement.

COUNTERPARTS

70. This Settlement Agreement may be executed in one or more counterparts and by facsimile, DocuSign or email. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Settlement Agreement shall exchange among themselves signed counterparts.

DATED: April 24, 2020

DocuSigned by:
Dajuan Hamilton
887ECAF50C00453...
Dajuan Hamilton
Plaintiff/Class Representative

DATED: April 24, 2020

By: _____
Title: _____
Defendant Golden Hill Staffing, Inc.

APPROVED AS TO FORM

DATED: April 24, 2020

POLARIS LAW GROUP, LLP

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

1 **BINDING ON ASSIGNS**

2 68. This Settlement Agreement shall be binding upon and inure to the benefit of the
3 Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

4 **SIGNATURES ON AGREEMENT**

5 69. It is agreed that it is impossible or impractical to have each member of the class
6 execute this Settlement Agreement. The Notice will advise all members of the Plaintiff Class of
7 the binding nature of the release and such shall have the same force and effect as if each member
8 of the class executed this Settlement Agreement.

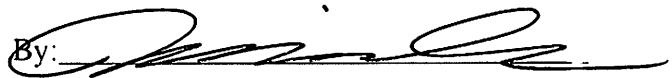
9 **COUNTERPARTS**

10 70. This Settlement Agreement may be executed in one or more counterparts and by
11 facsimile, DocuSign or email. All executed counterparts and each of them shall be deemed to be
12 one and the same instrument provided that counsel for the Parties to this Settlement Agreement
13 shall exchange among themselves signed counterparts.

14 DATED: April 23, 2020

15 Dajuan Hamilton
Plaintiff/Class Representative

16 DATED: April 23, 2020

17
18 By: 
19 Title: Branch Manager
20 Defendant Golden Hill Staffing, Inc.

21 **APPROVED AS TO FORM**

22 DATED: April 23, 2020

POLARIS LAW GROUP, LLP

23
24 By: _____
25 William L. Marder
Attorneys for Plaintiff and the Class

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~Dated: January __, 2020~~

FISHER PHILLIPS LLP

Dated: August 7, 2020

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 Dajuan Hamilton (“Plaintiff”) and Defendant 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) (hereinafter the “Action”)

Defendant denies that it violated the law in any way, and further denies that the Action is appropriate for class treatment for any purpose other than this settlement. Nothing in this Class Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement mean that Defendant admits any fault, guilt, negligence, wrongdoing or liability whatsoever. The Court has made no findings regarding the merits of the above claims.

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.

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 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 Action 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?***

Dajuan Hamilton 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
Hollister, California 95023
Telephone: 831.531.4214
Facsimile: 831.634.0333

Dennis S. Hyun (State Bar No. 224240)
HYUN LEGAL, APC
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.

Request for Exclusion/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](#)). If your address has changed, please contact the Settlement Administrator.

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