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15 Attorneys for Defendant,  
RMA Group (erroneously sued as RMA  
16 COMPANIES)

17  
18 SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
19 FOR THE COUNTY OF ALAMEDA

20 JUANITA BARRON, as an individual and on ) Case No.: RG 18930646  
behalf of all others similarly situated, )

21 Plaintiffs )

**JOINT STIPULATION OF CLASS ACTION  
SETTLEMENT**

22 vs. )

23 RMA COMPANIES, an unknown entity; and )  
24 DOES 1 through 100, inclusive, )

25 Defendants. )  
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**JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

This Joint Stipulation of Class Action Settlement (“Agreement” or “Settlement”) is made and entered into by and between Plaintiff Juanita Barron (“Barron” or “Plaintiff”) and Defendant RMA Group (“Defendant”) (collectively, the “Parties”).

**DEFINITIONS**

The following definitions are applicable to this Agreement. Definitions contained elsewhere in this Agreement shall also be effective:

- 1. “Action” means *Barron v. RMA Companies, et al.*, Case No. RG 18930646 (filed on December 3, 2018).
- 2. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action Settlement.
- 3. “Class” or “Class Member(s)” means all individuals employed by Defendant in California at any time from December 3, 2017, through November 8, 2018. It has been determined that there are approximately 354 individuals that comprise of the Class.
- 4. “Class Counsel” means William L. Marder of Polaris Law Group, LLP, and Dennis S. Hyun of Hyun Legal, APC.
- 5. “Class Counsel Award” means such award of fees and costs and expenses as the Court may authorize to be paid to Class Counsel for the services they have rendered and will render to Plaintiff and the Class in the Action. Defendant agrees not to oppose Class Counsel Award of up to one-third of the Gross Settlement Amount (\$300,000.00), i.e., the sum of \$100,000.00, and costs in the amount of up to \$25,000.00, subject to the Court finally approving this Settlement. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount.
- 6. “Class List and Data” means information regarding all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator after Preliminary Approval of this Settlement. The Class List shall be formatted as a Microsoft Office Excel spreadsheet and shall include: each Class Member’s full name; employee number; most recent mailing address; Social Security number; and the number of wage statements received by each Class Member during the Class Period.

1           7.     “Class Period” means the period from December 3, 2017, through November 8, 2018.

2           8.     “Class Representative” means Plaintiff Juanita Barron.

3           9.     “Class Representative Enhancement Payment” means the amount that the Court  
4 authorizes to be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment, in  
5 recognition of Plaintiff’s efforts and risks in assisting with the prosecution of the Action. Subject to  
6 the Court granting final approval, the Parties agree that Plaintiff shall be paid up to \$5,000.00 from  
7 the Gross Settlement Amount.

8           10.    “Gross Settlement Amount,” or “GSA” means the maximum settlement amount of  
9 \$300,000.00 to be paid by Defendant as a result of this Stipulation. The Gross Settlement Amount  
10 includes all Individual Settlement Payments to Participating Class Members, the Class Representative  
11 Enhancement Payment to Plaintiff, Settlement Administration Costs to the Settlement Administrator,  
12 the PAGA Payment, and Class Counsel Award.

13           11.    “Complaint” means the operative Class Action Complaint filed by Plaintiff in this  
14 Action on December 3, 2018.

15           12.    “Counsel for Defendant” or “Defense Counsel” means Julie M. Weber, Esq., and  
16 Rosely George, Esq., of KAUFMAN DOLOWICH & VOLUCK, LLP.

17           13.    “Court” means the Superior Court for the State of California, County of Alameda, or  
18 any other court taking jurisdiction of the Action.

19           14.    “Defendant” means Defendant RMA Group.

20           15.    “Effective Date” means the earliest of the following: (a) the date when the Final  
21 Approval Order is signed, if there are no objections, or if an objection is withdrawn prior to the  
22 Final Approval hearing; or (b) 3 calendar days after the deadline to file an appeal of the final approval  
23 order, if no appeals are filed; or (c) if one or more appeals are filed, 3 calendar days after any appeal  
24 is dismissed or the final approval of the settlement is affirmed after an appeal, and the final approval  
25 order is not subject to further appeal.

26           16.    “Final Approval” means that the Final Approval Order and Judgment have been  
27 entered by the Court.

28           17.    “Individual Settlement Payment” means the amount payable from the Net Settlement  
Amount to each Participating Class Member.

1           18.   “Net Settlement Amount,” or “NSA” means the balance of the Gross Settlement  
2 Amount remaining after deduction of the approved Class Representative Enhancement Payment,  
3 Settlement Administration Costs, the LWDA portion of the PAGA Payment, and Class Counsel  
4 Award. The entire Net Settlement Amount is the maximum amount that will be available for  
5 distribution to Participating Class Members.

6           19.   “Notice of Objection” means a Class Member’s valid and timely written objection to  
7 the Settlement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name,  
8 signature, address, and telephone number; (b) a written statement of basis for the objection; and (c)  
9 any copies of papers, briefs, or documents upon which the objection is based. The Notice of  
10 Objection must be returned by mail to the Settlement Administrator at the specified address indicated  
11 in the Notice Packet, and be postmarked or by the Response Deadline.

12           20.   “Notice Packet” means the Notice of Proposed Class Action Settlement, substantially  
13 in the form attached as Exhibit A.

14           21.   “PAGA Payment” means the portion of the Gross Settlement Amount that the Parties  
15 have agreed will be allocated to resolve all claims and remedies under the Private Attorneys General  
16 Act of 2004 (Cal. Lab. Code § 2698, *et seq.*, “PAGA”). The amount of the PAGA Payment is subject  
17 to Court approval pursuant to California Labor Code section 2699(l). The Parties have agreed that  
18 \$25,000.00 of the Gross Settlement Amount shall be allocated to the resolution of any Class  
19 Members’ claims arising under PAGA. Pursuant to the PAGA, 75%, i.e. the sum of Thirty-Seven  
20 Thousand Five Hundred Dollars (\$18,750.00), of the PAGA Payment shall be paid to the California  
21 Labor and Workforce Development Agency (“LWDA”), and 25%, i.e. the sum of Twelve Thousand  
22 Five Hundred Thousand Dollars (\$6,250.00), of the PAGA Payment shall be part of the Net  
23 Settlement Amount to be distributed to Participating Class Members.

24           22.   “Parties” means Plaintiff, as an individual and on behalf of the Settlement Class, and  
25 Defendant collectively.

26           23.   “Participating Class Members” means all Class Members who do not submit valid and  
27 timely Requests for Exclusion.

28           24.   “Plaintiff” means Juanita Barron.

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

1 Settlement.

2 26. "Released Claims" means any and all class and representative claims contained in the  
3 Complaint for violation of Labor Code § 226 and the Private Attorneys General Act (the "PAGA")  
4 based on such violations of Labor Code § 226, including any penalties under Labor Code § 226.3 that  
5 arose during the Released Claims Period.

6 27. "Released Claims Period" means the period from December 3, 2017, through  
7 November 8, 2018 for violation of Labor Code § 226(a) and from September 28, 2017, through  
8 November 8, 2018, for violation of the PAGA, including any penalties under Labor Code § 226.3.

9 28. "Released Parties" means Defendant and its subsidiaries, affiliates, and/or parents,  
10 their attorneys, each such entity's successors and predecessors in interest, and all such entities  
11 respective officers, directors, employees, administrators, fiduciaries, and trustees, whether past or  
12 present.

13 29. "Request for Exclusion" means a timely letter submitted by a Class Member indicating  
14 a request to be excluded from the Settlement. The Request for Exclusion must: (a) clearly state that  
15 the Class Member does not wish to be included in the Settlement; (b) set forth the name, address,  
16 telephone number and last four digits of the Social Security Number of the Class Member requesting  
17 exclusion; (c) be signed by the Class Member; (d) be returned by mail to the Settlement Administrator  
18 at the specified address indicated in the Notice Packet; and (e) be postmarked on or before the  
19 Response Deadline.

20 30. "Response Deadline" means forty-five (45) days after the Settlement Administrator  
21 initially mails the Notice Packet to Class Members, and the last date on which Class Members may  
22 submit Requests for Exclusion or Notices of Objections to the Settlement.

23 31. "Settlement" means the agreement among parties to resolve the Action, as set forth in  
24 this Stipulation.

25 32. "Settlement Administration Costs" means the fees and expenses reasonably incurred  
26 by the Settlement Administrator as a result of the procedures and processes expressly required by this  
27 Agreement, which are not to exceed Six Thousand Dollars (\$6,000.00). Any portion of the Settlement  
28 Administration Costs not used or approved by the Court shall be added to the Net Settlement Amount.

33. "Settlement Administrator" means Phoenix Settlement Administrators.



1 Joint Stipulation.

2 37. Since the inception of this case, the Parties have diligently litigated this case, including  
3 propounding and responding to formal discovery. This discovery included production of Defendant's  
4 documents and written responses. After months of litigation and meet and confer efforts regarding  
5 the discovery, the Parties agreed to attend mediation before the Honorable Carl J. West (Ret.) with  
6 JAMS on August 17, 2020. Prior to mediation, Defendant produced class data from which Plaintiff's  
7 counsel was able to conduct a damage analysis. The Parties then attended a full day of mediation  
8 with Judge West and with his help to conduct a full day of arms' length negotiations between highly  
9 experienced employment counsel, the Parties were able to reach this settlement. The Parties  
10 recognize the risk, expense, and delay in continuing the Action, and therefore believe the Settlement  
11 to be fair, reasonable, and adequate. Accordingly, the Parties desire to settle, compromise, and  
12 discharge all disputes and claims arising from or relating to the Action.

13 **TERMS OF AGREEMENT**

14 Plaintiff, individually and on behalf of the Settlement Class, and Defendant agree as  
15 follows:

16 38. Settlement Consideration. Defendant shall pay the sum of the Gross Settlement  
17 Amount as specified in this Agreement, which shall be used to pay: (1) Individual Settlement  
18 Payments; (2) Class Counsel Award; (3) Class Representative Enhancement Payment; (4) Settlement  
19 Administration Costs to the Settlement Administrator; and (5) the PAGA Payment. The Parties agree  
20 that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall  
21 revert to Defendant. In no event shall Defendant be required to pay more than the Gross Settlement  
22 Amount as specified in this Agreement.

23 39. Funding of the Gross Settlement Amount. Defendant will fund the GSA within 15  
24 calendar days of the Effective Date.

25 40. Class Counsel Award. Defendant agrees not to oppose or impede any application or  
26 motion by Class Counsel for attorneys' fees of up to one-third of the Gross Settlement Amount  
27 (\$300,000.00), i.e. the sum of \$100,000.00, and costs in the amount of up to \$25,000.00, which shall  
28 be paid from the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form  
1099 to Class Counsel reflecting the awarded attorneys' fees, costs and expenses. Any portion of

1 the Class Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount  
2 and shall be distributed to Class Members as provided in this Agreement.

3 41. Class Representative Enhancement Payment. Defendant agrees not to oppose or  
4 impede any application or motion by Plaintiff for a Class Representative Enhancement Payment of  
5 up to \$5,000.00 to Plaintiff. The Class Representative Enhancement Payment shall be paid from the  
6 Gross Settlement Amount, and shall be paid in addition to Plaintiff's Individual Settlement Payment  
7 as a Settlement Class Member. The Settlement Administrator shall issue an IRS Form 1099 to  
8 Plaintiff reflecting the Class Representative Enhancement Payment. Plaintiff shall be solely and  
9 legally responsible to pay any and all applicable taxes on the Class Representative Enhancement  
10 Award and shall hold harmless Defendant and its counsel and Plaintiff's counsel from any claim or  
11 liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement  
12 Award. Any portion of the Class Representative Enhancement Payment not awarded to Plaintiff shall  
13 be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this  
14 Agreement.

15 42. Settlement Administration Costs. The Settlement Administrator shall be paid for the  
16 reasonable costs of administration of the Settlement from the Gross Settlement Amount, not to exceed  
17 Six Thousand Dollars (\$6,000.00). These costs, which shall be paid from the Gross Settlement  
18 Amount, shall include, *inter alia*, the required tax reporting on the Individual Settlement Payments,  
19 the issuing of 1099 IRS Forms, establishing a Qualified Settlement Fund, administering and  
20 distributing the Gross Settlement Amount and Class Counsel Award, and providing necessary reports  
21 and declarations. Any portion of the Settlement Administration Costs not allowed shall be added to  
22 the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

23 43. PAGA Payment. Subject to Court approval, the Parties agree that the amount of  
24 \$25,000.00 of the Gross Settlement Amount shall be designated for satisfaction of claims for civil  
25 penalties under the Labor Code Private Attorneys General Act of 2004 (the "PAGA"). The  
26 Settlement Administration shall pay seventy-five percent (75%) of the PAGA payment, i.e. the sum  
27 of \$18,750.00, to the LWDA. The remaining twenty-five percent (25%), i.e. the sum of \$6,250.00,  
28 shall be part of the Net Settlement Amount to be distributed to Participating Class Members as per  
this Agreement.



1           44.    Net Settlement Amount. The Net Settlement Amount shall be used to satisfy  
2 Individual Settlement Payments to Participating Class Members from the Settlement Class in  
3 accordance with the terms of this Agreement. The Settlement Administrator will allocate the  
4 Individual Settlement Payments by first totaling up all wage statements received by Class Members  
5 during the Class Period (“Wage Statement Total”). Then, each Participating Class Member’s wage  
6 statements received during the Class Period will be divided by the Wage Statement Total and then  
7 multiplied against the Net Settlement Amount to calculate the Individual Settlement Payment.  
8 Participating Class Members are entitled to 100% of the Net Settlement Amount. Defendant  
9 maintains no reversionary right to any portion of the Net Settlement Amount. If there are any  
10 timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately  
11 increase the Individual Settlement Payments for each Participating Class Member so that the  
12 amount actually distributed to Participating Class Members equals 100% of the Net Settlement  
13 Amount.

14           45.    No Credit Toward Benefit Plans. The Individual Settlement Payments made to  
15 Participating Class Members under this Agreement, as well as any other payments made pursuant to  
16 this Agreement, shall not be utilized to calculate any additional benefits under any benefit plans to  
17 which any Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus  
18 plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other  
19 benefit plans. Rather, it is the Parties’ intention that this Settlement will not affect any rights,  
20 contributions, or amounts to which any Class Members may be entitled under any benefit plans.

21           46.    Settlement Administration Process. The Parties agree to cooperate in the  
22 administration of the Settlement and to make all reasonable efforts to control and minimize the costs  
23 and expenses incurred in the administration of the Settlement. The Settlement Administrator shall  
24 provide the following services:

- 25           a.    Establish and maintain a Qualified Settlement Fund account;
- 26           b.    Calculate the amount of the Settlement each Class Member is eligible to  
27 receive;
- 28           c.    Prior to mailing the Class Members Notices of Proposed Class Action  
Settlement and Final Fairness and Approval Hearing (“Class Notice” or “Notice Form” or “Notice”),

1 the Settlement Administrator will verify the last known address for each Class Member through a  
2 generally utilized, national address update database;

3 d. Printing and mailing the Class Members Notice;

4 e. Establishing and maintaining a toll-free informational telephone support line  
5 to assist Class Members who have questions regarding the Notice;

6 f. Conducting additional address searches for mailed Notices that are returned as  
7 undeliverable, and to the extent new and more current addresses are found, the Settlement  
8 Administrator will also reprint and re-mail Notices accordingly;

9 g. Calculating Participating Class Members settlement share, fielding inquiries  
10 from Class Members, and administration of any Requests for Exclusion. This service will include  
11 settlement proceed calculations, printing and issuance of checks, and preparation of 1099 Forms.  
12 Basic accounting for and payment of employee tax withholdings will also be included as part of this  
13 service; and

14 h. Providing declarations and/or other information to the Court as requested.

15 47. Delivery of the Class List and Data. Within fifteen (15) calendar days of Preliminary  
16 Approval, Defendant shall provide the Class List and Data to the Settlement Administrator.

17 48. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the  
18 Class List and Data from Defendant, the Settlement Administrator shall mail a Notice Packet to all  
19 Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses  
20 identified in the Class List.

21 49. Confirmation of Contact Information in the Class List. Prior to mailing, the Settlement  
22 Administrator shall perform a search based on the National Change of Address Database for  
23 information to update and correct for any known or identifiable address changes.

24 50. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice  
25 Packet will provide: (1) information regarding the nature of the Action; (2) a summary of the  
26 Settlement's principal terms; (3) the Settlement Class definition; (4) each Class Member's estimated  
27 Individual Settlement Payment and the formula for calculating Individual Settlement Payments, if  
28 they do not request to be excluded; (5) the dates which comprise the Class Period; (6) instructions on  
how to submit valid Requests for Exclusion, or objections; (7) the deadlines by which the Class

1 Member must submit Request for Exclusions or Notices of Objection to the Settlement; (8) the date  
2 for the final approval hearing; and (9) the claims to be released. The Notice Packet will also inform  
3 Class Members that in order to receive the Individual Settlement Payment, they do not need to do  
4 anything except keep the Settlement Administrator apprised of their current mailing addresses.

5 51. Re-Mailing of Returned Notices. Any Notice Packets returned to the Settlement  
6 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via  
7 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement  
8 Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding  
9 address is provided, the Settlement Administrator shall promptly attempt to determine the correct  
10 address using a skip-trace, or other search using the name, address and/or Social Security number of  
11 the Class Member involved, and shall then perform a re-mailing. Those Class Members who receive  
12 a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the  
13 original Response Deadline.

14 52. Request for Exclusion Procedures. Any Class Member may opt-out from the  
15 Settlement by submitting a written Request for Exclusion to the Settlement Administrator postmarked  
16 by the Response Deadline. Requests for Exclusion must: (1) contain the name, address, telephone  
17 number, and the last four digits of the Social Security number of the person requesting exclusion; (2)  
18 clearly state that the Class Member does not wish to be included in the Settlement; (3) be signed by  
19 the Class Member; (4) be returned by mail to the Settlement Administrator at the specified address;  
20 and (5) be postmarked on or before the Response Deadline. The date of the postmark shall be the  
21 exclusive means to determine whether a Request for Exclusion has been timely submitted. By  
22 submitting such a Request for Exclusion, a Class Member shall be deemed to have exercised his or  
23 her option to opt out of the Action and not be bound by this Agreement. Accordingly, a Class Member  
24 that timely submits a valid Request for Exclusion will not be entitled to any payments under this  
25 Settlement and will not be bound by the terms of the Settlement. Any Class Member who fails to  
26 submit a valid and timely Request for Exclusion on or before the Response Deadline shall be deemed  
27 a Participating Class Member, and will be bound by all terms of the Settlement, if the Settlement is  
28 granted final approval by the Court.

53. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member

1 who does not affirmatively opt-out of the Settlement by submitting a valid and timely Request for  
2 Exclusion shall be bound by all of its terms, including those pertaining to the Released Claims, as  
3 well as any Judgment that may be entered by the Court.

4 54. Objection Procedures. Any Class Member who does not opt-out of this Settlement  
5 shall be entitled to object to the Settlement. To object to the Settlement, a Class Member must return  
6 by mail a written statement of objection to the Settlement Administrator at the specified address by  
7 the Response Deadline. The date of the postmark on the Notice of Objection shall be deemed the  
8 exclusive means for determining that a Notice of Objection is timely. The Notice of Objection must  
9 include: (a) the objector's full name, signature, address, and telephone number; (b) a written statement  
10 of the basis for the objection; and (c) any copies of papers, briefs, or documents upon which the  
11 objection is based. Class Members who submit a timely Notice of Objection will have the right to  
12 appear at the final approval hearing to have their objections heard by the Court, at their own expense.  
13 Additionally, even if a Class Member does not submit a timely Notice of Objection, he/she may still  
14 appear at the final approval hearing and present oral objections to the Court. At no time shall any of  
15 the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written  
16 objections to the Settlement or appeal from the Order and Judgment. Class Counsel shall not  
17 represent any Class Members with respect to any such objections to this Settlement. Any Class  
18 Member who submits a valid Request for Exclusion shall not be allowed to object to this Settlement.

19 55. Settlement Administrator's Reports of Information. The Settlement Administrator  
20 shall provide Defense Counsel and Class Counsel a weekly report which certifies the number of Class  
21 Members who have submitted valid Requests for Exclusion. Additionally, the Settlement  
22 Administrator will provide to counsel for both Parties any updated reports regarding the  
23 administration of the Settlement as needed or requested. The Settlement Administrator shall also  
24 forward to Parties' counsel any Notices of Objection received immediately upon receipt. Further, if  
25 requested by Parties' counsel, the Settlement Administrator shall forward any Requests for Exclusion  
26 to the Parties' counsel so that they can determine whether the Request for Exclusion is valid and  
27 timely.

28 56. Distribution Timing of Individual Settlement Payments. Within ten (10) business days  
of Defendant funding the Gross Settlement Amount, the Settlement Administrator shall issue

1 payments to (1) Participating Class Members; (2) the Labor and Workforce Development Agency;  
2 (3) Plaintiff; and (4) Class Counsel. The Settlement Administrator shall also issue a payment to itself  
3 for services performed in connection with the Settlement.

4 57. Uncashed Settlement Payment Checks. Any checks issued by the Settlement  
5 Administrator to Class Members shall be negotiable for not less than one hundred and eighty (180)  
6 days from the date of their issuance. In the event an Individual Settlement Payment check has not  
7 been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks  
8 shall be distributed to Legal Aid at Work in compliance with California Code of Civil Procedure §  
9 384(b). In such event, those Class Members will nevertheless remain bound by the Settlement.

10 58. Certification of Completion. Upon completion of administration of the Settlement,  
11 the Settlement Administrator shall provide a written declaration under oath to certify such completion  
12 to the Court and counsel for all Parties, including in compliance with California Code of Civil  
13 Procedure § 384(b).

14 59. Administration Costs if Settlement Fails or is Delayed. If the Settlement is voided or  
15 rescinded due to the Court's refusal to grant final approval of the settlement notwithstanding the  
16 attempts by the Parties to obtain final approval, any costs incurred by the Settlement Administrator  
17 shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

18 60. Treatment of Individual Settlement Payments. All Individual Settlement Payments  
19 shall be allocated as follows: 80% as penalties and 20% as interest. The amount of payments shall  
20 be reported on an IRS Form 1099 by the Settlement Administrator.

21 61. Administration of Taxes by the Settlement Administrator. The Settlement  
22 Administrator shall be responsible for issuing to Plaintiff, Participating Class Members, and Class  
23 Counsel, 1099 forms or other tax forms as may be required by law for all amounts paid pursuant to  
24 this Agreement.

25 62. Tax Liability. Defendant, Defendant's counsel, the Settlement Administrator, and  
26 Plaintiff's counsel make no representation as to the tax treatment or legal effect of the payments called  
27 for hereunder, and Plaintiff and Participating Class Members are not relying on any statement,  
28 representation, or calculation by Defendant, Defendant's counsel, Plaintiff's counsel, or by the  
Settlement Administrator in this regard. Plaintiff and Participating Class Members understand and

1 agree that they will be solely responsible for the payment of any taxes and penalties assessed on their  
2 respective payments described herein and will defend, indemnify, and hold Defendant, Defendant's  
3 counsel, Plaintiff's counsel and the Settlement Administrator free and harmless from and against any  
4 claims resulting from treatment of such payments as non-taxable damages.

5 63. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR  
6 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO  
7 THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")  
8 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND  
9 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES  
10 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR  
11 SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE  
12 CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED  
13 STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED);  
14 (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS  
15 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX  
16 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS  
17 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY  
18 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY  
19 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO  
20 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
21 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER  
22 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF  
23 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF  
24 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
25 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
26 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
AGREEMENT.

27 64. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
28 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,

1 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause  
2 of action or right herein released and discharged.

3 65. Release of Claims by Class Members. Upon the Effective Date, Plaintiff and all Class  
4 Members, as well as their spouses, heirs, executors, administrators, trustees, and/or permitted assigns,  
5 hereby do and shall be deemed to have fully, finally and forever released, settled, compromised,  
6 relinquished and discharged any and all of the Released Parties of and from any and all Released  
7 Claims. The Settlement Class and each member of the Class who has not submitted a valid Request  
8 for Exclusion, fully releases and discharges the Released Parties for the Released Claims for any  
9 period during the Released Claims Period.

10 66. Nullification of Settlement. In the event that the Settlement does not become final for  
11 any reason, then this Agreement, and any documents generated to bring it into effect, shall be null  
12 and void. Any order or judgment entered by the Court in furtherance of this Agreement shall likewise  
13 be treated as void from the beginning.

14 67. Disputes Regarding Individual Settlement Payments. In the event that Class Members  
15 have a dispute as to the data provided by the Defendant, Class Members will have the opportunity to  
16 provide documentation and/or an explanation. If there is a dispute, the Settlement Administrator will  
17 consult with the Parties to determine whether an adjustment is warranted. The Settlement  
18 Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement  
19 Payments under the terms of this Agreement, and that determination shall be binding.

20 68. Disputes Regarding Administration of Settlement. Any disputes not resolved by the  
21 Settlement Administrator concerning the administration of the Settlement will be resolved by the  
22 Court under the laws of the State of California. Prior to any such involvement of the Court, counsel  
23 for Parties will confer in good faith to resolve the disputes without the necessity of involving the  
24 Court.

25 69. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to  
26 request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order:  
27 (i) approving of the proposed Settlement, and (ii) setting a date for a Final Approval/Settlement  
28 Fairness Hearing. The Preliminary Approval Order shall provide for the Notice Packet to be sent to

1 all Class Members as specified herein. In conjunction with the Preliminary Approval hearing,  
2 Plaintiff shall submit this Agreement, which sets forth the terms of this Settlement, and will include  
3 the proposed Notice Packet, attached to this Agreement as Exhibit A.

4 70. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit  
5 Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's permission,  
6 a Final Approval/Settlement Fairness Hearing shall be conducted to determine the Final Approval of  
7 the Settlement along with the amounts properly payable for (i) Individual Settlement Payments; (ii)  
8 the Labor and Workforce Development Agency Payment; (ii) the Class Counsel Award; (iii) the Class  
9 Representative Enhancement Payment; and (iv) Settlement Administration Costs. Class Counsel  
10 will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will  
11 also be responsible for drafting the attorneys' fees and costs application to be heard at the final  
12 approval hearing.

13 71. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the  
14 Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent with  
15 the terms of this Agreement. After entry of the Judgment, the Court shall have continuing jurisdiction  
16 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the  
17 Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be  
18 appropriate under court rules or as set forth in this Agreement.

19 72. Exhibits Incorporated by Reference. The terms of this Agreement include the terms  
20 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth  
21 herein. Any Exhibits to this Agreement are an integral part of the Settlement.

22 73. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety  
23 of the Parties' Settlement terms and supersedes any prior agreements. No other prior or  
24 contemporaneous written or oral agreements may be deemed binding on the Parties.

25 74. Disputes Regarding Language of Final Settlement Agreement. If the Parties have a  
26 dispute with regard to the language of the Agreement, the Parties agree to informally resolve the  
27 dispute through good faith meet and confer efforts. Should those efforts be unsuccessful, the Parties  
28 agree to mediate the dispute with the Honorable Carl J. West (Ret.)



1           75.    Amendment or Modification. This Agreement may be amended or modified only by  
2 a written instrument signed by the Parties' counsel.

3           76.    Authorization to Enter Into Agreement. Counsel for all Parties warrant and represent  
4 they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to  
5 take all appropriate action required or permitted to be taken by such Parties pursuant to this  
6 Agreement to effectuate its terms and to execute any other documents required to effectuate the terms  
7 of this Agreement. The Parties and their counsel will cooperate with each other and use their best  
8 efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement  
9 on the form or content of any document needed to implement the Settlement, or on any supplemental  
10 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek  
11 the assistance of the Court to resolve such disagreement.

12           77.    Binding on Successors and Assigns. This Agreement shall be binding upon, and inure  
13 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

14           78.    California Law Governs. All terms of this Agreement and Exhibits hereto shall be  
15 governed by and interpreted according to the laws of the State of California.

16           79.    Execution and Counterparts. This Agreement is subject only to the execution of all  
17 Parties. However, the Agreement may be executed in one or more counterparts and by DocuSign  
18 signatures. All executed counterparts and each of them, including facsimile and scanned copies of  
19 the signature page, shall be deemed to be one and the same instrument provided that counsel for the  
20 Parties shall exchange among themselves original signed counterparts.

21           80.    Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe  
22 this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this  
23 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into  
24 account all relevant factors, present and potential. The Parties further acknowledge that they are each  
25 represented by competent counsel and that they have had an opportunity to consult with their counsel  
26 regarding the fairness and reasonableness of this Agreement.

27           81.    Invalidity of Any Provision. Before declaring any provision of this Agreement  
28 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible

1 consistent with applicable precedents so as to define all provisions of this Agreement valid and  
2 enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no way  
3 affect any other provision if Defendant and Class Counsel, on behalf of the Parties and the Settlement  
4 Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had  
5 never been included in this Agreement.

6 82. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that  
7 Plaintiffs or Class Counsel may appeal any reduction in the Class Counsel's Award below the amount  
8 Class Counsel requests, and either party may appeal any order that materially alters the Agreement's  
9 terms.

10 83. Class Action Certification. The Parties are agreeing to class certification for  
11 settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an  
12 admission of any kind by Defendant, including without limitation, that certification of a class for trial  
13 or any other purpose is appropriate or proper or that Plaintiff can establish any of the requisite  
14 elements for class treatment of any of the claims in this Action. If, for any reason, the Settlement is  
15 not finally approved, this Agreement will be void and the Parties will be restored to their respective  
16 positions in the lawsuit as if they not entered into this Agreement. The Parties further agree that this  
17 Agreement, the final stipulation of Settlement, or any documents or orders issued related to this  
18 Settlement will not be admissible in this or any other proceeding as evidence that either: (i) a class  
19 action should be certified, or (ii) Defendant is liable to Plaintiff or any Class Member, other than  
20 according to the Settlement's terms.

21 84. Non-Admission of Liability. The Parties enter into this Agreement to resolve the  
22 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.  
23 In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated  
24 any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any  
25 statute or any other applicable laws, regulations or legal requirements; breached any contract; violated  
26 or breached any duty; engaged in any misrepresentation or deception; or engaged in any other  
27 unlawful conduct with respect to its employees. Neither this Agreement, nor any of its terms or  
28 provisions, nor any of the negotiations connected with it, shall be construed as an admission or

1 concession by Defendant of any such violations or failures to comply with any applicable law. Except  
2 as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms  
3 and provisions shall not be offered or received as evidence in any action or proceeding to establish  
4 any liability or admission on the part of Defendant or to establish the existence of any condition  
5 constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

6 85. Captions. The captions and section numbers in this Agreement are inserted for the  
7 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
8 provisions of this Agreement.

9 86. Waiver. No waiver of any condition or covenant contained in this Agreement or  
10 failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or  
11 constitute a further waiver by such party of the same or any other condition, covenant, right or  
12 remedy.

13 87. Enforcement Actions. In the event that one or more of the Parties institutes any legal  
14 action or other proceeding against any other Party or Parties to enforce the provisions of this  
15 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties  
16 shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,  
17 including expert witness fees incurred in connection with any enforcement actions.

18 88. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
19 conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly  
20 against one party than another merely by virtue of the fact that it may have been prepared by counsel  
21 for one of the Parties, it being recognized that, because of the arms-length negotiations between the  
22 Parties, all Parties have contributed to the preparation of this Agreement.

23 89. Representation By Counsel. The Parties acknowledge that they have been represented  
24 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this  
25 Agreement has been executed with the consent and advice of counsel.

26 90. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in  
27 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of  
28 this Agreement.

1 91. Binding Agreement. The Parties warrant that they understand and have full authority  
2 to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and  
3 binding on all Parties, and agree that it shall be admissible and subject to disclosure in any proceeding  
4 to enforce its terms.

5 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint  
6 Stipulation of Class Action Settlement Between Plaintiff and Defendant as of the date(s) set forth  
7 below:

8 **SIGNATURES**

9 **READ CAREFULLY BEFORE SIGNING**

10 DATED: September 8, 2020

**PLAINTIFF**

11  
12 DocuSigned by:  
**JUANITA BARRON**  
13 F772211E2011  
Plaintiff Juanita Barron

14  
15 DATED: September \_\_, 2020

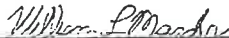
**DEFENDANT RMA GROUP**

16  
17  
18  
19 Please Print Name of Authorized Signatory

20 **APPROVED AS TO FORM**


21  
22 DATED: September 11, 2020

**POLARIS LAW GROUP, P.C.**

23  
24   
William L. Marder  
Attorneys for Plaintiff and the Clas

25  
26 DATED: September 11, 2020

**HYUN LEGAL, APC**

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Dennis S. Hyun  
Attorneys for Plaintiff and the Class  
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91. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and binding on all Parties, and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement Between Plaintiff and Defendant as of the date(s) set forth below:

**SIGNATURES**

**READ CAREFULLY BEFORE SIGNING**

DATED: September 8, 2020

**PLAINTIFF**

\_\_\_\_\_  
Plaintiff Juanita Barron

DATED: September 14, 2020

**DEFENDANT RMA GROUP**

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*ED Lyon*  
Please Print Name of Authorized Signatory

**APPROVED AS TO FORM**

DATED: September \_\_\_\_, 2020

**POLARIS LAW GROUP, P.C.**

\_\_\_\_\_  
William L. Marder  
Attorneys for Plaintiff and the Clas

DATED: September \_\_\_\_, 2020

**HYUN LEGAL, APC**

\_\_\_\_\_  
Dennis S. Hyun  
Attorneys for Plaintiff and the Class

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DATED: September 15, 2020

KAUFMAN DOLOWICH & VOLUCK, LLP



By: \_\_\_\_\_

Julie M. Weber, Esq.  
Rosely George, Esq.  
Attorneys for Defendant  
RMA Group (erroneously sued as RMA  
Companies)

**EXHIBIT “A”**

## NOTICE OF CLASS ACTION SETTLEMENT

**If You Were Employed by Defendant RMA Group (“Defendant”) in California at any time from December 3, 2017, through November 8, 2018, then you will be entitled to get money from a Class Action Settlement.**

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

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

### **PLEASE READ THIS NOTICE.**

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

### **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 “Released Claims Period,” which means the period from December 3, 2017, through November 8, 2018 for violation of Labor Code § 226(a) and from September 28, 2017, through November 8, 2018, for violation of the PAGA, including any penalties under Labor Code § 226.3.



This Notice tells you of your rights to share in the Settlement. There was a hearing on \*\*\*, 2020, at 9:00 a.m. in the Alameda Superior Court, State of California. Judge Winifred Smith 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 employed by Defendant in California at any time from December 3, 2017, through November 8, 2018. The Court will hold a Final Approval Hearing concerning the proposed Settlement on [date] at [time], in Department 21 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 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 December 3, 2018, Plaintiff filed this class action in Alameda County Superior Court alleging four causes of action for: (1) Violation of Labor Code § 226(a); (2) Violation of Labor Code § Labor Code § 2698, et seq. (the Private Attorneys General Act, or the “PAGA”); (3) Violation of Labor Code §§ 98.6 and 1102.5; (4) Wrongful Termination in Violation of Public Policy; and (5) Intentional Infliction of Emotional Distress. The first and second causes of action were brought on behalf of the class, the State of California and all similarly aggrieved employees. The third through fifth causes of action were brought on Plaintiff’s individual behalf only. On January 14, 2020, Defendant filed its Motion for Summary Judgment, or, Alternatively, Summary Adjudication, seeking dismissal of all of Plaintiff’s claims. The Parties fully briefed Defendant’s Motion for Summary Judgment. On or about May 28, 2020, the Court issued its tentative ruling granting in part and denying in part Defendant’s Motion for Summary Judgment. In particular, the Court granted Defendant’s Motion for Summary Adjudication as to Plaintiff’s fourth and fifth causes of action. The Parties submitted on the Court’s tentative ruling and, thus, on May 29, 2020, the Court’s tentative ruling became the ruling of the Court, resulting in dismissal of Plaintiff’s fourth and fifth causes of action, with prejudice. After the Court’s ruling, the Parties agreed to mediate the case with the Honorable Carl J. West (Ret.) on August 17, 2020. After a full day of negotiations, the Parties were able to reach a global settlement. Plaintiff also executed a general release of claims, including of her remaining individual claim for violation of Labor Code §§ 98.6 and 1102.5, of which Plaintiff executed a separate individual settlement agreement. The Parties also reached a settlement of the class and representative claims, the resolution of which is set forth in this Joint Stipulation.

Defendant 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 (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 Three Hundred Thousand Dollars (\$300,000) ("Gross Settlement Amount"), 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").

After attorneys' fees, costs, costs of administering the Settlement, the Class Representative Enhancement Payment, payment to the Labor Workforce and Development Agency, what remains (the "Net Settlement Amount") 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. The Settlement Administrator will allocate the Individual Settlement Payments by first totaling up all wage statements received by Class Members during the Class Period ("Wage Statement Total"). Then, each Participating Class Member's wage statements received during the Class Period will be divided by the Wage Statement Total and then multiplied against the Net Settlement Amount to calculate the Individual Settlement Payment.

**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 number of wage statements, 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. If you are still dissatisfied with the assessment of your Individual Settlement Payment, 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 itself 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?*

Juanita Barron is the Plaintiff and Class Representative in this class action lawsuit and is acting on behalf of herself 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 Payment will be donated to Legal Aid at Work pursuant to Code of Civil Procedure § 384(b).

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, a written statement of the basis for the objection, and any copies of

papers, briefs, or documents upon which the objection is based. The Objection must be mailed to the Settlement Administrator (whose address is listed below) and must be postmarked no later than [REDACTED].

If you wish, you may also appear at the Final Approval Hearing set for [REDACTED], at [REDACTED] a.m. in Dept. 21 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, affiliates, and/or parents, their attorneys, each such entity's successors and predecessors in interest, and all such entities respective officers, directors, employees, administrators, fiduciaries, and trustees, whether past or present (the "Released Parties") any and all class and representative claims contained in the Complaint for violation of Labor Code § 226 and the Private Attorneys General Act (the "PAGA") based on such violations of Labor Code § 226, including any penalties under Labor Code § 226.3 that arose during the Released Claims Period (the "Released Claims").

"Released Claims Period" means the period from December 3, 2017, through November 8, 2018 for violation of Labor Code § 226(a) and from September 28, 2017, through November 8, 2018, for violation of the PAGA, including any penalties under Labor Code § 226.3.

**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 Amount of \$300,000. The attorneys are seeking a fee of \$100,000, 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 \$6,000. The Labor Workforce and Development Agency (“LWDA”) will receive \$18,750 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 Amount of \$300,000, with the remainder available for distributions to Participating Class Members. While the \$300,000 Gross Settlement Amount is fixed, the actual amounts awarded to Class Counsel, Plaintiff, the LWDA, and the Settlement Administrator, and deducted from the Gross Settlement Amount, 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 RMA Group Settlement Administrator.

RMA Group 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.**