

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.

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 June 25, 2021.
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 June 25, 2021.

WHAT IS IN THIS NOTICE

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1. *Why Should You Read This Notice?*

You have received this Notice because records indicate that you are a Class Member of the settlement class settled in a class action, as defined below. The Settlement will resolve all class claims described below during the “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 January 22, 2021, at 10:00 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 Smith 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 July 9, 2021 at 10:00 a.m., 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 ___ wage statements during the Class Period. Based on this estimate and Defendant's records, your estimated payment as a Class Member would be \$_____.

If you dispute your number of wage statements, you must postmark a letter to the Settlement Administrator listed at the end of this Notice on or before June 25, 2021. 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 RECEIVE MONEY FROM THE SETTLEMENT, BUT THE AMOUNT MAY BE DIFFERENT FROM YOUR ESTIMATED PAYMENT LISTED ABOVE. YOU WILL RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE FORMULA SUMMARIZED ABOVE UNLESS YOU 1) DISPUTE YOUR INDIVIDUAL WAGE STATEMENT NUMBER LISTED ABOVE, OR 2) OPT OUT OF THE SETTLEMENT.

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

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

Defendant does not admit any claim alleged in the lawsuit and denies that it owes money for any of the claims in this matter. Defendant is settling the lawsuit as a compromise. Defendant reserves the right to object to and defend 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 www.phoenixclassaction.com/barron-v-rma.

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	Dennis S. Hyun (State Bar No. 224240)
POLARIS LAW GROUP, LLP	HYUN LEGAL, APC
501 San Benito Street, Suite 200	515 S. Figueroa St., Suite 1250
Hollister, California 95023	Los Angeles, CA 90071
Telephone: 831.531.4214	(213) 488-6555
Facsimile: 831.634.0333	(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 June 25, 2021.

If you wish, you may also appear at the Final Approval Hearing set for July 9, 2021 at 10:00 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 June 25, 2021. 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
P.O. Box 7208
Orange, CA 92863
(800) 523-5773

All documents submitted to the Court regarding this Settlement, including the operative complaint, may be accessed at www.phoenixclassaction.com/barron-v-rma. If your address has changed, please contact the Settlement Administrator.

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