

FILED
Superior Court of California
County of Los Angeles
04/11/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: N. Navarro Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

OLRIM KANG, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

SAMSUNG ELECTRONICS AMERICA,
INC.; STAFFMARK INVESTMENT LLC
d/b/a ATTERRO WORKFORCE
SOLUTIONS; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 20STCV09407

Assigned for All Purposes to:
The Hon. Maren Nelson
Dept.: SSC-17

[PROPOSED] JUDGMENT

Hearing: April 11, 2022
Time: 10:00 a.m.

Filed: March 9, 2020
Trial Date: None Set

[PROPOSED] JUDGMENT

Pursuant to the Order Granting Motion for Final Approval of Class Action Settlement and Motion for Attorneys’ Fees and Costs (“Final Approval Order”), IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Judgment is entered in accordance with and incorporates by reference the Court’s Order Granting Motion For Final Approval of Class Action Settlement and the definitions in the Class Action Settlement Agreement and Release of Claims (“Settlement Agreement”) attached as Exhibit A to the Declaration of Briana M. Kim in Support of

1 Plaintiff's Motion for Final Approval of Class Action Settlement, and all terms defined therein
2 shall have the same meaning as set forth in the Settlement Agreement. Pursuant to Rule 3.769
3 (h) of the California Rules of Court, the Court hereby enters judgment consistent with and
4 expressly set forth in the Settlement Agreement in the above-entitled case for Plaintiff Olrim
5 Kang and Participating Class Members.

6 2. Class Counsel shall provide this Judgment to the Settlement Administrator, who
7 shall post the Judgment on the Settlement Administrator's website
8 (<http://www.phoenixclassaction.com/class-action-lawsuits/judgements/>) within seven (7)
9 calendar days after Judgment. The Settlement Administrator shall post a copy of this signed
10 judgment for one hundred eighty (180) calendar days on its website in compliance with Rule
11 3.771(b) of the California Rules of Court in order to provide notice to the Class Members of
12 this Judgment.

13 3. "Class" or "Class Members" refers to the individuals who were employed by
14 Staffmark who Staffmark placed as temporary employees at Samsung in California as non-
15 exempt employees during the Class Period. "Class Period" refers to the period between March
16 9, 2016 to January 24, 2021, inclusive.

17 4. "Participating Class Members" refers to Class Members who do not timely and
18 validly exclude themselves from the Class in compliance with the exclusion procedures set
19 forth in the Agreement and the Class Notice.

20 5. There were no opt outs to the Settlement by the February 25, 2022 deadline.

21 6. The Individual Settlement Payments to Participating Class Members shall be
22 made from the settlement fund according to the terms of the Settlement Agreement. The Net
23 Settlement Amount is equal to the Gross Settlement Amount of \$540,000.00 minus the
24 following payments:

- 25 a. \$5,000.00 shall be paid to class representative Plaintiff, Olrim Kang;
- 26 b. \$4,000.00 in settlement administration fees and costs shall be paid to Phoenix
27 Settlement Administrator for the fees and costs of administering the Settlement;
- 28 c. \$180,00.00 in attorney's fees shall be paid to Class Counsel;

1 d. \$9,055.82 in costs shall be paid to Class Counsel; and

2 e. \$11,250.00 shall be paid to the LWDA for its portion of the PAGA penalties.¹

3 7. "Aggrieved Employees" refers to the individuals who were employed by
4 Staffmark who Staffmark placed as temporary employees at, Samsung in California a s non-
5 exempt employees during the PAGA Period. "PAGA Period" refers to the period between
6 March 9, 2019 to January 24, 2021, inclusive.

7 8. Released Class Claims: The Participating Class Members will fully release and
8 discharge Staffmark and the Released Parties from any and all claims as alleged in, or arising
9 out of facts asserted in, the operative Complaint only, which includes the following claims
10 against Staffmark: meal and rest breaks; unpaid wages, including minimum wages, regular
11 wages, overtime and double time wages; wage statement violations; untimely wages and wages
12 due upon termination; and derivative claims; and California Labor Code sections 201, 202,
13 203, 204, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, and 1198,
14 2802 and 2698, the applicable Industrial Wage Commission Wage Orders, the Fair Labor
15 Standards Act, and the Business and Professions Code section 17200 as it relates to the
16 underlying Labor Code claims referenced above (collectively, "Released Class Claims").
17 (§XI.A).

18 9. Released PAGA Claims: Plaintiff and Aggrieved Employees will fully release
19 and discharge Staffmark and the Released Parties from the underlying Labor Code claims
20 asserted in Plaintiff's LWDA letter dated February 21, 2020 (Labor Code sections 201, 202,
21 203, 204, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, and 1198,
22 2802 and 2698). Even if an Aggrieved Employee chooses to opt out of the Class Settlement
23 Agreement, s/he would still be bound by the release of PAGA claims. Pursuant to California
24 Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, this
25 Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff, Participating
26 Class Members, and Defendant for the purposes of: (a) supervising the implementation,

27 ¹ The total PAGA allocation under the Settlement is Fifteen Thousand and Zero Cents
28 (\$15,000.00).

1 enforcement, construction, and interpretation of the Settlement Agreement, the Final Approval
2 Order, and this Judgment; and (b) supervising distribution of amounts paid under this
3 settlement.

4 ~~10. Released Class Claims: The Participating Class Members will fully release and~~
5 ~~discharge Staffmark and the Released Parties from any and all claims as alleged in, or arising~~
6 ~~out of facts asserted in, the operative Complaint only, which includes the following claims~~
7 ~~against Staffmark: meal and rest breaks; unpaid wages, including minimum wages, regular~~
8 ~~wages, overtime and double time wages; wage statement violations; untimely wages and wages~~
9 ~~due upon termination; and derivative claims; and California Labor Code sections 201, 202,~~
10 ~~203, 204, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, and 1198,~~
11 ~~2802 and 2698, the applicable Industrial Wage Commission Wage Orders, the Fair Labor~~
12 ~~Standards Act, and the Business and Professions Code section 17200 as it relates to the~~
13 ~~underlying Labor Code claims referenced above (collectively, "Released Class Claims").~~

14 11. All Class Members who negotiate their settlement checks will also release all
15 claims that could have been brought under the Fair Labor Standards Act. Also, this release shall
16 apply to all claims arising in the PAGA Period. For Class Members who cash their settlement
17 checks, the Released Claims shall also include any and all claims under the Fair Labor
18 Standards Act, including without limitation, claims under 29 U.S.C. §§ 206, 207 and 216, that
19 have been asserted in the Action. Settlement checks shall read, "By negotiating this check, you
20 agree to release all claims you may have under the Fair Labor Standards Act arising from Olrim
21 Kang v. Samsung Electronics America, Inc. et al., Case No. 20STCV09407." "Released
22 Parties" refers to Staffmark, Staffmark Investment LLC, Staffmark Holdings, Inc., Staffmark
23 Group, LLC, Atterro, Inc., Advantage Resourcing, Inc., and each of their past and present
24 divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors,
25 successors, joint ventures, assigns, and their respective shareholders, owners, officers,
26 directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives,
27 administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies,
28 representatives, consultants, and attorneys. (the "Released Parties").

12. The named Plaintiff will also provide a general release and a waiver of the protections of Cal. Civ. Code §1542.

13. The release will be effective as to the absent class members at the time the gross settlement funds are paid, which will occur within fifteen (15) days of the Effective Date of this settlement.

14. Any unclaimed funds in the Settlement Administrator's account as a result of the failure to timely cash Individual Settlement Payment checks, plus any interest that has accrued thereon, shall be distributed to the California State Controller's Unclaimed Property Fund in the name of the Participating Class Member.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: 04/11/2022

Maren E. Nelson
The Hon. Maren Nelson

PROOF OF SERVICE
Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **April 8, 2022**, I served true copies of the following document(s):

[PROPOSED] JUDGMENT

I served the document(s) on the person or persons below as follows:

Susan Steward, Esq.
SSteward@aalrr.com

Joshua Lange, Esq.
Joshua.Lange@aalrr.com

Attorneys for Defendant Staffmark Investment LLC

The document(s) were served by the following means:

☒ **By e-mail:** Based upon an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the addresses listed above from the email address kelli@brianakim.com. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **April 8, 2022**, at Long Beach, California.

Kelli Pribble