

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Class Action Settlement Agreement and Release of Claims (“Settlement Agreement,” “Settlement” or “Agreement”), is entered into by and between STAFFMARK INVESTMENT LLC dba ATTERRO WORKFORCE SOLUTIONS (“Staffmark”), on the one hand, and Plaintiff OLRIM KANG (the “Plaintiff”), on behalf of himself and on behalf of the Class Members and Aggrieved Employees described below, on the other hand (together, the “Parties”). This Agreement is intended to fully, finally and forever resolve, discharge and settle the Released Claims, as defined in Section XI.A., upon and subject to the terms and conditions of this Agreement.

I. RECITALS

A. On February 21, 2020, pursuant to the administrative exhaustion procedures provided by the Private Attorneys General Act of 2004, Labor Code section 2698-2699.6 (“PAGA”), Plaintiff, by and through his counsel of record, transmitted a PAGA Claim Notice to the California Labor and Workforce Development Agency (“LWDA”), Staffmark, and Samsung Electronics America, Inc. (“Samsung”), providing notice of alleged Labor Code violations.

B. On March 9, 2020, a putative class action and PAGA lawsuit entitled *Olrim Kang v. Samsung Electronics America, Inc. et al.*, Case No. 20STCV09407 (the “Kang Action”), was filed in the Superior Court of Los Angeles County, Central District against Staffmark and Samsung. In this lawsuit, the Plaintiff raised claims under the California Labor Code and California Business and Professions Code, including claims for unpaid minimum wage and overtime, failure to provide meal and rest periods, failure to timely pay final wages, improper wage statements, and disgorgement of profits.

C. Staffmark denies any and all allegations raised in the *Kang* Action.

D. This Settlement Agreement is made in compromise of disputed claims. The settlement payment to be made by Staffmark as described herein shall satisfy all claims that were or could have been made against it in the *Kang* Action by Plaintiff or any Participating Class Members, including without limitation any and all claims for damages, restitution, penalties, interest, costs, injunctive relief, PAGA penalties, attorneys’ fees, class administration costs, and class representative enhancement payment.

E. This Settlement Agreement is made for the sole purpose of settling the above-captioned action on a class-wide basis. In the event that the Court does not enter the Final Approval Order, or a Judgment is not entered in this lawsuit, or the conditions precedent are not met for any reason, this Settlement Agreement shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiations, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code sections 1119 and 1152 and any other analogous rules of evidence that might apply.

Based on the foregoing, the Parties agree as follows:

II. DEFINITIONS

A. “Aggrieved Employees” refers to the individuals who were employed by Staffmark who Staffmark placed as temporary employees at Samsung in California as non-exempt employees during the PAGA Period (defined in Section II.S. below). There are twenty-three (23) Aggrieved Employees in the Kang Action.

B. “Kang Action” refers to the class action, California PAGA representative action identified in the Recitals above (Section I).

C. “Class” or “Class Members” refers to the individuals who were employed by Staffmark who Staffmark placed as temporary employees at Samsung in California as non-exempt employees during the Class Period (defined in Section II.G. below).

D. “Class Claims” refers to the First through Fifth Causes of Action (and corresponding requests for relief) asserted by Plaintiff on behalf of himself and the Class in the Complaint.

E. “Class Counsel” refers to Briana M. Kim of Briana Kim, PC.

F. “Class Notice” refers to the Notice (substantially in the form attached hereto as Exhibit 1) as it may hereafter be modified by agreement of the Parties or order of the Court.

G. “Class Period” refers to the period between March 9, 2016 to January 24, 2021, inclusive.

H. “Complaint” refers to the operative First Amended Complaint filed by Plaintiff on or about April 5, 2021.

I. “Court” refers to the Los Angeles County Superior Court, Complex Division.

J. “Date of Preliminary Approval” refers to the date on which the Court, as defined above, enters an order granting preliminary approval of the Parties’ Settlement.

K. “Defendants” refer to Defendants Staffmark and Samsung.

L. “Defense Counsel” refers to Susan M. Steward and Barbara S. Van Ligten of Atkinson, Andelson, Loya, Ruud & Romo.

M. “Effective Date” means the date the Settlement is considered as “Final.” For purposes of this Agreement, “Final” means (i) in the event that the Settlement has received final approval by the Court and there were no objectors to the Settlement, sixty-five (65) calendar days after the Court issues an order finally approving the Settlement; or, (ii) in the event that one or more objections are filed and not withdrawn, then upon the passage of the applicable date for an objector to seek appellate review of the Court’s order of final approval of the Settlement, without an appeal having been filed; or, (iii) in the event that an appeal of the Court’s order of final approval

has been filed, when the appellate courts have rendered a final decision or opinion affirming the Court's final approval without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant.

N. "Final Approval Order" refers to the order of the Court granting final approval of this Settlement and entering a judgment approving this Settlement on substantially the terms provided herein or as the same may be modified by subsequent agreement of the Parties.

O. "Individual Class Settlement Payment" refers to the share of the Net Settlement Amount to which a Participating Class Member is entitled to receive pursuant to this Settlement, as calculated pursuant to Paragraph VI.C. "Individual PAGA Settlement Payment" refers to the amount payable to each Aggrieved Employee, as calculated pursuant to Paragraph VI.C., from the amount of \$3,750.00, representing 25% of the PAGA Amount.

P. "Judgment" refers to the judgment entered by the Court in conjunction with the Final Approval Order.

Q. "Net Settlement Amount" refers to the Settlement Fund, less (1) attorneys' fees and litigation costs of Class Counsel as approved by the Court, (2) an enhancement payment to Plaintiff as approved by the Court, (3) the PAGA Payment payable to the LWDA pursuant to PAGA as described in this Agreement; and (4) the costs and fees of the Settlement Administrator as approved by the Court. To the extent the Court does not approve the full requested amount of attorneys' fees or litigation costs, the enhancement payment, the civil penalties payable to the LWDA and Participating Class members pursuant to PAGA, and/or costs and fees of the Settlement Administrator, the Net Settlement Amount will increase accordingly.

R. "PAGA Claims" refers to the Sixth Cause of Action (and corresponding request for relief) asserted by Plaintiff on behalf of himself and the Aggrieved Employees in the Complaint.

S. "PAGA Period" refers to the period between March 9, 2019 to January 24, 2021, inclusive.

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

U. "Parties" collectively refers to the Plaintiff and Staffmark.

V. "Plaintiff" refers to Olrim Kang.

W. "Preliminary Approval" means the Court's preliminary approval of the Settlement.

X. "Preliminary Approval Order" refers to the order of the Court granting preliminary approval of the Settlement set forth herein.

Y. “Released Parties” refers to Staffmark, Staffmark Investment LLC, Staffmark Holdings, Inc., Staffmark Group, LLC, Atterro, Inc., Advantage Resourcing, Inc., and each of their past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, representatives, consultants, and attorneys.

Z. “Response Deadline” or “Response Period” means the date forty-five (45) calendar days after the Settlement Administrator mails Class Notice to Class Members and the last date on which Class Members may submit a request for exclusion and/or objection to the Settlement. If a second mailing to any Class Member is required as a result of the initial mailing being returned as undeliverable, the Response Period for those Class Members only, who shall be sent a second mailing, will be extended by fifteen (15) calendar days (i.e., 60 calendar days from first mailing) irrespective of when the first mailing was returned as undeliverable.

AA. “Settlement Administrator” refers to Phoenix Settlement Administrators or such other entity upon whom the Parties mutually agree, and which will handle the administration of the Settlement set forth in this Agreement.

BB. “Settlement Fund” shall be the amount which Staffmark is obligated to pay under this Agreement, which is Five Hundred Forty Thousand dollars and zero cents (\$540,000.00). If the class size exceeds 41 class members by more than Five percent (5%), the Settlement Fund will be adjusted by a corresponding proportional increase. For example, if the class size is 50 Class Members, the Settlement Fund would be \$658,536.59. (Calculated as follows: 51 Class Members × \$540,000.00 ÷ 41 Class Members = \$658,536.59.)

CC. “Staffmark” and “Samsung” refers to Defendants STAFFMARK INVESTMENT LLC dba ATTERRO WORKFORCE SOLUTIONS and SAMSUNG ELECTRONICS AMERICA, INC., respectively.

III. APPLICATION FOR COURT APPROVAL OF SETTLEMENT, CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY, CLASS NOTICE, AND FINAL APPROVAL HEARING

The Parties stipulate, for settlement purposes only, to the certification by the Court of a class action, with a Class as defined in Sections II.C. and II.G. above, with respect to Class Claims. Within twenty-five (25) calendar days of full execution of this Agreement, Plaintiff shall apply to the Court for approval of the Settlement, including a Preliminary Approval Order preliminarily approving the Settlement Agreement under the legal standards relating to the approval of class action settlements under California Law; certifying the Class for settlement purposes only; approving the Class Notice; and setting a final approval hearing and briefing schedule. Staffmark shall have the right to review and comment upon the motion for preliminary approval and any motion for final approval of the settlement. The Parties will agree on the form of any proposed orders or notices to the Class, and shall work in good faith reasonably and promptly to present the settlement to the Court for preliminary approval. Should this Settlement not become effective for

any reason, the fact that the Parties stipulated to certification of a Class in this Agreement shall have no bearing on and shall not be admissible on the question of whether a class should be certified in a non-settlement context. Specifically, the Plaintiff understands that Staffmark denies all claims as to liability, damages, penalties, interest, fees, restitution, injunctive relief and all other forms of relief as well as the class allegations asserted in the *Kang* Action. Staffmark agrees to resolve the *Kang* Action through this Settlement, but to the extent this Settlement is deemed void, Staffmark does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the *Kang* Action upon all procedural and factual grounds, including without limitation the ability to challenge class, collective, and representative action treatment on any grounds, as well as asserting any and all other potential defenses or privileges. The Plaintiff and Class Counsel agree that Staffmark retains and reserves these rights. Specifically, the Plaintiff and Class Counsel agree not to argue or present any argument that, in the event this Settlement is not approved in full, and to the extent it may be based upon any conditional agreements resulting from mediation and this Agreement, Staffmark could not file a later motion for de-certification, contest any class action certification on any grounds, or assert any and all other potential defenses and privileges if the *Kang* Action were to proceed. The Plaintiff and Class Counsel hereby waive such arguments and agree they will not take a position contrary to this provision.

IV. CONDITIONS PRECEDENT TO EFFECTIVENESS OF AGREEMENT

The Parties enter into this Agreement and the Settlement on a conditional basis. This Agreement and Settlement will become final and effective only upon the occurrence of all of the following events:

- i) The Court certifies the class action for settlement purposes only;
- ii) The Court enters an order granting preliminary approval of the Settlement;
- iii) The Court enters a Final Approval Order;
- iv) The Court approves the settlement of the Class Claims and PAGA Claims;
and
- v) The Effective Date occurs, and any challenge to the Settlement, whether by objection or appeal, is resolved in favor of enforcement of the Settlement.

V. SETTLEMENT ADMINISTRATION

A. Duties of Settlement Administrator: The Settlement Administrator shall be solely responsible for:

- i) Preparing, printing and disseminating to Class Members the Class Notice;
- ii) Promptly furnishing to Class Counsel and Defense Counsel copies of any requests for exclusion, objections or other written or electronic

communications from Class Members which the Settlement Administrator receives;

- iii) Determining and distributing the Individual Settlement Payment to each Participating Class Member;
- iv) Keeping track of requests for exclusion;
- v) Preparing and mailing, in accordance with this Agreement and Preliminary Approval Order of the Court, Class Counsel's attorneys' fees and costs, the Plaintiff's enhancement payment, Individual Settlement Payments to Participating Class Members, and PAGA Payment;
- vi) Ascertaining current address and addressee information for each Class Notice returned as undeliverable and re-mailing the Class Notice where appropriate and, as necessary, utilizing the National Change of Address Database maintained by the U.S. Postal Service and undertaking customary skip-tracing measures to confirm and/or determine proper addresses;
- vii) Performing all tax reporting duties required by federal, state, and/or local law pertaining to the Settlement Administrator's duties (e.g., 1099s, etc.);
- viii) Apprising Class Counsel and Defense Counsel of the activities of the Settlement Administrator;
- ix) Maintaining adequate records of its activities, including the dates of each mailing of Class Notices, returned mail and other communications and attempted written or electronic communications with Class Members;
- x) Confirming with Class Counsel and Defense Counsel, in writing, its completion of the administration of the Settlement;
- xi) Preparing a final report summarizing the number of requests for exclusion returned during the Response Period, as well as any objections received by the Settlement Administrator;
- xii) Resolving disputes during the settlement administration process in the manner provided under Section V.B. below; and
- xiii) Such other tasks as the Parties mutually agree.

B. Dispute Resolution: The Settlement Administrator will have the initial responsibility for resolving all disputes that arise during the settlement administration process, including, without limitation, disputes regarding whether an individual is entitled to an Individual Settlement Payment and, if so, to what extent. In resolving such disputes, Staffmark and Samsung's employment records shall be presumed to be accurate and correct, and shall be final

and binding, unless the information submitted by the Class Member (e.g., time records, pay records, employment records, termination notice, final pay information, etc.) proves otherwise. In the event the Settlement Administrator cannot resolve a dispute based on a review of the available information, the Settlement Administrator will request a conference call between the Settlement Administrator, Class Counsel, and Staffmark's Counsel to discuss and resolve the dispute. After such call, the Settlement Administrator will resolve the dispute and such resolution shall be final and binding on the Class Member.

VI. CLASS NOTICE

A. Initial Identification of Class Members: Within ten (10) business days after the Date of Preliminary Approval, Staffmark will provide the Settlement Administrator with a "Class List" containing the following for each Class Member, to the extent Staffmark has such information: (1) full legal name; (2) social security number; (3) last known address; (4) telephone number and/or e-mail address, if available; (5) dates of employment in California with Staffmark/Samsung in a non-exempt position; and (6) last position held during the Class Period.

B. Mailing of Class Notice: Promptly upon receipt of the Class Member information from Defendants, the Settlement Administrator shall obtain updated forwarding addresses from the U.S. Postal Service. Within ten (10) business days after receipt of the Class Member information identified in Section VI.A., the Settlement Administrator shall mail the Class Notice, in English and Korean, to all Class Members via first-class mail using the updated address information. With respect to each Class Notice which is returned as undeliverable before the Response Deadline, the Settlement Administrator shall promptly attempt to determine a correct address by conducting a skip-trace to locate the Class Members and shall re-send the Class Notice via first-class mail to any new address thereby determined.

C. Participation in the Settlement. Class Members are not required to file claims to be eligible to recover an Individual Settlement Payment as part of this Settlement. All Participating Class Members shall be paid their Individual Class Settlement Payment unless they timely request exclusion from the Class. "Individual Class Settlement Payment" amounts shall be determined by the Settlement Administrator as follows: The Individual Class Settlement Payments will be proportionally based on the number of workweeks worked during the Class Period. The respective workweeks worked by each Participating Class Member during the Class Period will be divided by the total workweeks worked during the Class Period for all Participating Class Members, resulting in a "Payment Ratio" for each Participating Class Member. Each Participating Class Member's Payment Ratio is then multiplied by the Net Settlement Amount to determine the proportionate allocation. Each Individual Class Settlement Payment will be allocated as follows: twenty percent (20%) to wages, forty percent (40%) to interest, and forty percent (40%) to penalties, for each Participating Class Member.

"Individual PAGA Settlement Payment" amounts shall be determined by the Settlement Administrator as follows: The "PAGA Amount" (or \$3,750.00) shall be divided by the total number of workweeks Participating Class Members (regardless of whether they opt out of the Class Settlement Agreement) worked during the PAGA Period to determine the amount each Participating Class Member is entitled to for each workweek s/he was worked at Samsung through

Staffmark during the PAGA Period. The Settlement Administrator will then multiply the weekly amount by the estimated total number of workweeks that each Participating Class Member worked during the PAGA Period. The product of each calculation shall represent the gross individual PAGA settlement payment for each respective Participating Class Member who is considered to be an “Aggrieved Employee.” Individual PAGA Settlement Payments will not have any payroll taxes withheld.

D. Challenges to Calculations and Inclusion in the Class. A Class Member may dispute the amount of his or her Individual Settlement Payment, and the data used to calculate the Individual Settlement Payment, by timely sending a written notice to the Settlement Administrator informing the Settlement Administrator of the nature of the dispute and providing any records or documentation supporting the Class Member’s position. The dispute shall be resolved pursuant to Section V.B., above. A dispute regarding the Individual Settlement Payment or the underlying data used to calculate the Individual Settlement Payment shall be considered timely if received by the Settlement Administrator postmarked within forty-five (45) calendar days of Class Notice being mailed.

If, before the Response Deadline, an individual not previously identified as a member of the Class provided to the Settlement Administrator (a “Non-Disclosed Potential Class Member”) asserts his/her right to membership in the Class and seeks recovery under the Settlement, the Settlement Administrator shall provide all counsel with the evidence provided by the Non-Disclosed Potential Class Member. To be eligible for recovery under this Settlement Agreement, each Non-Disclosed Potential Class Member must provide acceptable proof (documentation or declaration(s)) to the Settlement Administrator supporting his/her request for inclusion in the Class, including specific evidence establishing that he/she qualifies as a Class Member, as defined in this Agreement.

VII. BINDING EFFECT; EXCLUSION AND OBJECTION RIGHTS

A. Right of Class Members to be Excluded: Any Class Member, other than Plaintiff, may elect to be excluded from the Class at any time before the Response Deadline. To be effective, the Class Member must submit a valid request for exclusion (in compliance with the exclusion procedures set forth in the Class Notice) to the Settlement Administrator and postmarked on or before the end of the Response Deadline. The date of the postmark on the mailing envelope shall be the exclusive means to determine whether a request for exclusion is timely (if there is no postmark, a timely submitted notarized declaration from the individual requesting exclusion, wherein the individual states the date on which he or she mailed his or her request for exclusion, shall suffice to establish the date on which the individual mailed his or her request for exclusion). If a Class Member submits a timely exclusion that is rejected by the Settlement Administrator as deficient in some material respect (for example, the Class Member failed to sign it), the Settlement Administrator will notify the Class Member in writing of the basis for the deficiency and give the Class Member an opportunity to cure the deficiency as set forth in this paragraph below. Notification to the Class Member may include a follow-up telephone call, if necessary. The Settlement Administrator will also provide the Class Member with Class Counsel’s contact information in case the Class Member wishes to seek Class Counsel’s assistance. Class Members shall have fifteen (15) calendar days from notification of the deficiency to cure the deficiency, or

until the end of the 45-day Response Period, whichever comes later. Any Class Member who timely requests exclusion in compliance with these requirements: (i) shall not have any rights under this Agreement; (ii) shall not be entitled to receive an Individual Settlement Payment; and (iii) shall not be bound by this Agreement, the Final Approval Order, or the Judgment.

If a Class Member completes and submits both a request for exclusion and a dispute regarding whether an employee is entitled to an Individual Settlement Payment, and if so, to what extent, the Settlement Administrator will notify the Class Member in writing seeking clarification of his or her intentions, of the basis for the deficiency and give the Class Member a reasonable opportunity to cure the deficiency. Notification to the Class Member may include a follow-up telephone call, if necessary. The Settlement Administrator will also provide the Class Member with Class Counsel's contact information in case the Class Member wishes to seek Class Counsel's assistance. Class Members shall have fifteen (15) calendar days from notification that clarification of their intentions is sought, or until the end of the 45-day Response Period, whichever comes later. If a Class Member does not submit clarification of his or her intentions within fifteen (15) calendar days from notification that clarification of their intentions is sought, or until the end of the 45-day Response Period, whichever comes later, then the request for exclusion will be deemed invalid.

B. Binding Effect on Participating Class Members: Except for those Class Members who exclude themselves in compliance with the procedures set forth above, all Class Members will be deemed to be Participating Class Members for all purposes under this Agreement; will be bound by the terms and conditions of this Agreement, the Final Approval Order, the Judgment, and the releases provided herein; and, except as provided in Section VII.C., below, will be deemed to have waived all objections and opposition to the fairness, reasonableness, and adequacy of the settlement.

C. Right to Object: Any Class Member, other than Plaintiff, may object to this Settlement, provided that such objections are made in writing and mailed to the Settlement Administrator so that it is postmarked no later than the last day of the Response Deadline. Such objection shall include the name and address of the objector, dates of employment, and the basis for any objection, and if the objector is represented by counsel, the name and address of the objector's counsel.

D. Communication Between Counsel Regarding Objections and Exclusions: Upon receipt, counsel for the Parties shall promptly exchange with one another copies of all requests for exclusion and/or objections to the Settlement or to any part thereof. Class Counsel and Defense Counsel shall file any responses to any written objections submitted to the Settlement Administrator in accordance with this Settlement Agreement at least five (5) business days before the final approval hearing.

VIII. FINAL SETTLEMENT APPROVAL

A hearing shall be held for the purpose of obtaining the Final Approval Order and entry of Judgment approving this Settlement Agreement and releasing the claims of the Participating Class Members. The date of the hearing shall be set by the Court and notice of such shall be provided

to Class Members in the Class Notice, although such hearing may be continued by the Court without further notice to Class Members.

On the date set forth for the final approval hearing in the Preliminary Approval Order, which shall be approximately seventy-five (75) calendar days, subject to the Court's calendar, after the Response Deadline, a final approval hearing shall be held before the Court in order to consider and determine whether (i) the Court should give final approval to this Settlement; (ii) Plaintiff's application for an enhancement payment should be granted; (iii) Class Counsel's application for attorneys' fees and litigation costs should be granted; (iv) the Settlement Administrator's costs are appropriate; and (v) any timely objections made have any merit and to consider all responses by Class Counsel and Defense Counsel.

Upon final approval of the Settlement by the Court, the Parties request that the Court enter a Final Approval Order and Judgment as follows:

1. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
2. Dismissing the litigation described in this Agreement with prejudice;
3. Approving Class Counsel's application for an award of attorneys' fees and costs;
4. Approving Settlement Administrator's costs;
5. Approving the enhancement payment to the Plaintiff;
6. Approving the PAGA Payment; and
7. Entering final judgment, permanently barring and enjoining all Participating Class Members from prosecuting any of the Released Claims against Released Parties, as defined herein, upon satisfaction of all payments and obligations hereunder.

The judgment will contain the following: (a) the class definition; (b) the full release language; and (c) a statement that no Class Member has opted-out of the settlement—i.e., requested to be excluded, or a statement listing the names of the Class Members who timely opted-out of the settlement. Notice of final Judgment shall be posted on the Settlement Administrator's website. Class Counsel shall give timely notice of the judgment to the California Labor and Workforce Development Agency under Labor Code section 2699(l)(3).

IX. SETTLEMENT TERMINATION

A. Grounds for Settlement Termination: In accordance with the procedures specified herein, this Agreement may be terminated on the following grounds:

1. Any Party may terminate the Agreement if the Court declines to enter the Preliminary Approval Order (incidental or minor changes to the Class Notice ordered by the Court

are not grounds for termination), Final Approval Order or Judgment in substantially the form submitted by the Parties, or the Settlement as agreed does not become final for any other reason. The terminating Party shall give written notice to the other Party no later than ten (10) business days after the Court acts.

The recovery of attorneys' fees and costs by Class Counsel and the enhancement payment to the Plaintiff are terms of this Agreement, but the allowance or disallowance by the Court of an award of attorneys' fees and/or costs and/or the enhancement payment to the Plaintiff shall not be grounds for terminating this Settlement.

2. If ten percent (10%) or more of the Class makes a valid request to be excluded from the Class, Staffmark will have the right, but not the obligation, to void the Agreement. If Staffmark exercises that right to void the Agreement, then the Parties will have no further obligations under the Agreement, including any obligation by Staffmark to pay the Settlement Fund, or any amounts that otherwise would have been owed under this Agreement, except that Staffmark will pay the Settlement Administrator's reasonable fees and expenses—to the extent such fees and expenses do not exceed the Settlement Administrator's itemized bid for servicing this Agreement—incurred as of the date that Staffmark exercises its right to void the Agreement. Staffmark will notify Class Counsel, in writing via USPS and email, and the Court whether it is exercising its right to void the Agreement no later than seven (7) business days after the Settlement Administrator notifies the Parties of the total number of opt outs..

B. Effect of Termination: Valid termination shall have the following effects:

1. The Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms, except as otherwise provided for herein;

2. The Preliminary Approval Order, Final Approval Order and Judgment, including any order of class certification, shall be vacated;

3. The Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the *Kang* Action prior to the Settlement; and

4. Neither this Settlement Agreement, nor filings in furtherance of the Settlement shall be admissible or offered into evidence in the *Kang* Action or any other action for any purpose whatsoever, except in any action to enforce this Settlement Agreement..

5. Staffmark shall have no obligation to pay any amounts set forth in this Agreement, except as provided in Section IX.A.2, above. The Settlement Administrator shall refund to Staffmark the Settlement Fund deposited (plus any accrued interest) within fifteen (15) calendar days of written notice by counsel for Staffmark, as provided in Section X.A., below.

X. SETTLEMENT PAYMENTS

This shall be an all-in Settlement without a reversion. Class Members who do not request exclusion from the Settlement using the procedures specified herein will be automatically paid without submitting any claim form.

A. Staffmark's Settlement Payment Obligations: In full and complete Settlement of the *Kang* Action, Staffmark shall tender the Settlement Fund within fifteen (15) days of the Effective Date of this settlement, into an account established by the Settlement Administrator.

1. Reasonable attorneys' fees and litigation costs: Class Counsel may request that the Court award them reasonable attorneys' fees in an aggregate amount up to and including Thirty-five percent (35%) of the Settlement Fund (\$189,000.00). Class Counsel will also ask the Court to award them reasonable litigation costs incurred in an amount up to Twenty Thousand Dollars (\$20,000.00), the maximum amount that will be sought by Class Counsel for litigation costs. Staffmark has agreed not to oppose such requests. However, if the Court awards a lesser amount of attorneys' fees and/or litigation costs, it shall not affect the terms of the Parties' settlement, and any portion of the requested attorneys' fees and/or litigation costs not approved shall become part of the Net Settlement Amount. Any award of attorneys' fees and costs shall include and satisfy all past and future fees and costs incurred to prosecute, settle, and administer the *Kang* Action and this Settlement Agreement, including obtaining the Final Approval Order and Judgment. The Settlement Administrator shall issue Class Counsel an IRS Form 1099 for their award of attorneys' fees.

2. Reasonable expenses of the Settlement Administrator: All costs of administering the Settlement, including, but not limited to, the duties provided in Section V.A. above ("Settlement Administration Costs"), shall be paid to the Settlement Administrator out of the Settlement Fund as provided in this Agreement. Settlement Administration Costs shall not exceed Ten Thousand Dollars (\$10,000.00).

3. Reasonable enhancement payment to Plaintiff: Class Counsel will request that the Court award a reasonable enhancement payment not to exceed Five Thousand Dollars (\$5,000.00) to Plaintiff Olrim Kang, to be paid out of the Settlement Fund, and Staffmark has agreed not to oppose this request. However, any portion of the requested enhancement payment that is not approved by the Court shall become part of the Net Settlement Amount. This enhancement payment is in addition to the Plaintiff's Individual Settlement Payment to which Plaintiff may be entitled as a Participating Class Member. Class Counsel will provide the Settlement Administrator with a W-9 for the payment prior to the date on which the payment is due. The Plaintiff shall be responsible for properly declaring such income to the appropriate taxing authorities, and for paying any taxes due on such amounts. In exchange for this enhancement payment, Plaintiff will enter into a binding release of all claims as set forth below.

4. PAGA Payment: The Parties agree that a sum allocated from the Settlement Fund shall be paid to the LWDA to pay its share of any alleged penalties under PAGA (the "PAGA Payment"). The PAGA Payment shall be made to the LWDA, in the sum of Eleven Thousand Two Hundred Fifty Dollars (\$11,250.00), representing the LWDA's 75% share of the total \$15,000.00 allocated to the PAGA Claims (the "PAGA Amount"). The Aggrieved Employees' remaining 25% share of the PAGA Amount, \$3,750.00, shall be included within the Net Settlement

Amount. Class Counsel shall give timely notice of the final Judgment to the LWDA under Labor Code section 2699(1)(3).

5. Allocations to Participating Class Members: The Net Settlement Amount shall be used to fund all Individual Settlement Payments due to any Participating Class Members as provided herein. All interest earned on the account opened by the Settlement Administrator shall inure to the benefit of the Participating Class Members.

6. Allocations of settlement payments and taxes: All Individual Class Settlement Payments paid to the Participating Class Members under this Settlement shall be issued in a single check, if possible, and allocated as follows: (a) twenty percent (20.0%) shall be allocated as wages; and (b) eighty percent (80.0%) shall be allocated as penalties and interest. All Individual PAGA Settlement Payments paid to Participating Class Members who are considered "Aggrieved Employees" shall be paid without any employee taxes deducted. Any amounts paid for wages shall be subject to standard withholdings and deductions and reported on a Form W-2. Any amounts paid for penalties and interest shall not be subject to tax withholding and shall be reported on a Form 1099. Staffmark shall not make as part of this Agreement, nor be required to make any deductions, nor pay any monthly contributions for any insurance, retirement, 401(k), or profit sharing plans related to monies paid as a result of this Settlement Agreement.

7. Employer's portion of payroll taxes: The employer's portion of FICA, FUTA, and all other state and federal payroll taxes shall not be paid out of the Settlement Fund. Staffmark shall pay its share of the employer's portion of payroll taxes in addition to the Settlement Fund.

8. Timing of payment of Individual Settlement Payments: Payment of Individual Settlement Payments shall be made in accordance with the following subsections:

a. Within ten (10) business days after entry of the Final Approval Order, the Settlement Administrator shall provide to the Parties a written statement of how the Settlement Fund will be allocated. The allocation shall include attorneys' fees and litigation costs of Class Counsel as awarded by the Court, the enhancement payment to the Plaintiff as awarded by the Court, Settlement Administration Costs, the PAGA Payment, and the total of all payments to be paid to all eligible Participating Class members, and all Parties' and Class Members' required payroll taxes (including FICA and FUTA).

b. Within twenty (20) calendar days of the Effective Date, the Settlement Administrator shall issue to each qualifying Participating Class Member a check in the amount of his or her Individual Settlement Payment (less applicable taxes) via first-class mail, which shall include the following statement: "By negotiating this check, you agree to release all claims you may have under the Fair Labor Standards Act arising from *Olrim Kang v. Samsung Electronics America, Inc. et al.*, Case No. 20STCV09407." Checks not negotiated within one hundred eighty (180) calendar days from their issue are void, but this Agreement and the release herein will nonetheless be binding as if they had cashed the checks. 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, will be distributed to the California State Controller's Unclaimed Property Fund in the name of the Participating Class Member.

c. Class Counsel will advise Defense Counsel and the Settlement Administrator as to the amount of attorneys' fees and litigation costs payments awarded by the Court. Class Counsel shall also advise Defense Counsel and the Settlement Administrator as to how the enhancement payment shall be paid to the Plaintiff, whether by check sent directly to the Plaintiff or provided to Class Counsel. Within twenty (20) calendar days of the Effective Date, the Settlement Administrator shall distribute the Class Counsel attorneys' fees and litigation costs and the enhancement payment.

B. Taxes: Upon receipt of the Settlement Fund from Staffmark, the Settlement Administrator shall promptly (but no later than three calendar days later) deposit the funds into an interest-bearing bank account, held in escrow for the purpose of effectuating this Settlement. The Parties agree to treat this account as a "Qualified Settlement Fund" ("QSF") pursuant to section 468(13) of the Internal Revenue Code of 1986, as amended, and the Settlement Administrator shall treat the QSF as the "employer" for purposes of federal and state income and employment tax withholding and reporting with respect to the Individual Settlement Payments.

The Settlement Administrator shall be responsible for ensuring that all taxes associated with the Agreement are timely paid to the appropriate authorities. The Settlement Administrator's responsibilities include the following: Performing all tax reporting duties required by federal, state or local law pertaining to the Settlement Administrator's duties as set forth in Section IV.B., above. In addition, the Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this paragraph. Such elections shall be made in compliance with the procedures and requirements contained in the QSF regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver all necessary documentation for signature as may be required, and thereafter to cause the appropriate filing of such documentation to occur. To the extent that, for any period of time, the QSF is not treated as a "Qualified Settlement Fund" within the meaning of the U.S. Treasury Regulations 1.468B-1 and 1.468B-5, the Settlement Administrator shall promptly notify Class Counsel and Staffmark's Counsel of that fact.

Each Party to this Agreement (for purposes of this section, the "Acknowledging Party;" and each Party to this Agreement other than the Acknowledging Party, an "Other Party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure be constituted or be construed or be relied upon as, tax advice within the meaning of the United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her, or its own, independent legal and tax advisors for advice (including tax advice) in connection with this Agreement; (b) has not entered into this Agreement based upon the recommendation of any Other Party or any attorney or advisor to any Other Party; and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or advisor to any Other Party has imposed any limitation that protects the confidentiality of any such attorneys' or

advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement. Participating Class Members shall hold harmless the Released Parties from any and all actions, claims or demands brought by any tax or other authority based upon Participating Class Members' tax obligations arising from the payment to be made pursuant to this Settlement, and shall reimburse the Released Parties for any taxes, interest, and penalties paid by the Released Parties as a result of any such actions, claims or demands.

C. No Additional Contribution by Defendants: Staffmark's monetary obligation under this Agreement is limited to the Settlement Fund and the employer's share of payroll taxes as set forth in section X(A)(7). Staffmark may not be called upon or required to contribute additional monies above the Settlement Fund and the employer's share of payroll taxes. If this Agreement is cancelled, rescinded, terminated, voided, or nullified, or the Settlement of the *Kang* Action is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Staffmark will cease to have any obligation to pay any portion of the Settlement Fund to anyone under the terms of this Agreement.

XI. RELEASE OF CLAIMS; WAIVER; ASSIGNMENT OF RIGHTS

A. Release: The Participating Class Members will fully release and discharge Staffmark and the Released Parties from any and all claims as alleged in, or arising out of facts asserted in, the operative Complaint only, which includes the following claims against Staffmark: meal and rest breaks; unpaid wages, including minimum wages, regular wages, overtime and double time wages; wage statement violations; untimely wages and wages due upon termination; and derivative claims; and California Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, and 1198, 2802 and 2698, the applicable Industrial Wage Commission Wage Orders, the Fair Labor Standards Act, the Business and Professions Code section 17200 as it relates to the underlying Labor Code claims referenced above, and the Private Attorneys General Act as it relates to the underlying Labor Code claims asserted in Plaintiff's LWDA letter dated February 21, 2020 (Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, and 1198, 2802 and 2698). (collectively, "Released Claims"). All Class Members who negotiate their settlement checks will also release all claims that could have been brought under the Fair Labor Standards Act. Also, this release shall apply to all claims arising in the PAGA Period. Even if an Aggrieved Employee chooses to opt out of the Class Settlement Agreement, s/he would still be bound by the PAGA release. This release will be effective as to the absent class members at the time the gross settlement amount is funded.

B. Assignment: Plaintiff, for himself and on behalf of the other Participating Class Members, represents and warrants that nothing which would otherwise be released herein has been assigned, transferred, or hypothecated or purportedly assigned, transferred, or hypothecated.

C. Waiver of Appeal: Any Participating Class Member who does not timely submit an objection to the Settlement hereby waives any and all rights to appeal from the Final Approval Order and Judgment, including all rights to any post-judgment proceeding and appellate proceeding such as a motion to vacate judgment, motion for new trial, and extraordinary writs.

This waiver does not include a waiver of the right to oppose any appeals, appellate proceedings or post-judgment proceedings, if any.

D. Plaintiff Olrim Kang's General Release: As a material inducement to Staffmark to enter into this Agreement, Olrim Kang does hereby, himself, and on behalf of his agents, attorneys, representatives, successors and assigns, forever releases and discharges Staffmark and Released Parties from any and all claims, demands, debts, liabilities, attorneys' fees, accounts, obligations, costs, expenses, liens, actions, causes of action (at law, in equity, or otherwise), rights, rights of action, rights of indemnity (legal or equitable), rights to subrogation, rights to contribution and remedies of any nature whatsoever, known or unknown, (except for those arising as a result of a breach of any provision of this Agreement), including, but not limited to any actions relating to Kang's work with Staffmark and/or Samsung and the Released Parties and/or the conclusion of that work or any actions relating directly or indirectly to any transaction, affairs or occurrences between them from the beginning of time and up to the effective date of this Agreement, including, but not limited to all loss, liability, damages, claims, charges, complaints, demands, and causes of action arising directly or indirectly out of or in any way connected with the above cited cause of action and any claims under: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex and national origin discrimination); (2) 42 U.S.C. section 1981 (discrimination); (3) 29 U.S.C. section 206(d)(i) (equal pay); (4) the Americans with Disabilities Act; (5) the California Fair and Employment and Housing Act (discrimination including race, color, religion, sex, pregnancy, childbirth, or related medical conditions, gender, gender identity, gender expression, national origin, ancestry, physical disability, mental disability, age, medical condition, genetic information, marital status, military and veteran status, sexual orientation); (6) the Family Medical and Leave Act of 1993 (28 U.S.C. section 2601 *et. seq.*; (7) Title II of the Genetic Information Non-Disclosure Act (genetic information); (8) the California Labor Code; (9) the Wage Orders issued by the California Industrial Welfare Commission (wage and hour); (10) California Business and Professions Code section 17200 *et seq.*; (11) other federal, state, or local laws; (12) any class or representative action claims aside from those raised in Los Angeles County Superior Court Case No. 20STCV09407; as well as any claims for assault, battery, sexual battery, wrongful termination of employment, constructive discharge, retaliation, intentional and/or negligent infliction of emotional distress, discrimination, harassment, hostile working conditions, hostile work environment harassment, retaliation, whistleblower activities, and defamation. In the event Kang becomes a party, representative, or member of any claim against any of the Released Parties, Kang agrees to waive his right to any monetary award in such an action, except for the incentive payment arising from resolution of his pending class/PAGA action. Nothing in this Agreement is intended to waive: (i) any rights that Kang may have to workers' compensation benefits in accordance with applicable law; (ii) claims that may arise after the Parties sign this Agreement; (iii) claims which cannot be released by private agreement; or (iv) any rights to enforce this Agreement.

Olrim Kang expressly waives and relinquishes all rights and benefits afforded by section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance of such specific waiver of section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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

Subject to and in accordance with this Agreement, even if Olrim Kang may hereafter discover facts in addition to or different from those which he now knows or believes to be true, he shall be deemed to have fully, finally, and forever settled and released any and all claims against the Released Parties which were alleged or could have been alleged in the *Kang* Action, as well as any other claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, upon any theory of law or equity, including without limitation, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. Olrim Kang's Released Claims does not, however, include claims that cannot be waived or released as a matter of law.

XII. INADMISSIBILITY OF SETTLEMENT AGREEMENT/DENIAL OF LIABILITY

This Settlement Agreement is the result of a good-faith compromise of disputed claims, and neither it nor any statement or conduct in furtherance of the Settlement shall be offered or construed to be an admission or concession of any kind by any Party. In particular, but without limiting the generality of the foregoing, nothing about this Settlement shall be offered or construed as an admission of liability, wrongdoing, impropriety, responsibility, or fault whatsoever by Defendants, who expressly deny any liability, wrongdoing, impropriety, responsibility, or fault whatsoever. In addition, and also without limiting the generality of the foregoing, nothing about this Settlement shall be offered or construed as an admission or evidence of the propriety or feasibility of certifying a class in the *Kang* Action or any other action for adversarial, rather than Settlement purposes. The Parties further agree that if, for any reason, the Settlement is not approved, the certification will have no force or effect and will be immediately revoked.

XIII. PUBLICITY

Class Counsel agrees not to issue a press release or otherwise notify the media about the terms of this Resolution. Plaintiff and his counsel further agree that if contacted in writing about this case, they will state only that the lawsuit exists and has been resolved. However, Plaintiff's attorneys are authorized to make a limited disclosure to the Court and the LWDA for the purposes of obtaining the approval of the settlement and are further authorized to publicize only the amount and type of the settlement without disclosing the identity of case. This disclosure is limited to court filings, and Plaintiff nor his counsel or representatives are permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Courts.

XIV. INTERIM STAY OF PROCEEDINGS

Pending completion of the settlement process, the Parties agree to a stay of all proceedings in the *Kang* Action except such as are necessary to implement the Settlement itself.

XV. NOTICES

All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and, except as provided elsewhere in this Agreement or in any communication to the Class, shall be delivered personally or via postage prepaid first-class mail as follows:

A. If to Plaintiff or Class Counsel, then to:

Briana M. Kim
Briana Kim, PC
249 East Ocean Boulevard, Suite 814
Long Beach, California 90802
Telephone: (714) 482-6301
Facsimile: (714) 482-6302

B. If to Staffmark or Staffmark's Counsel, then to:

Susan M. Steward
Barbara S. Van Ligten
Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, California 90703
Telephone: (562) 653-3200
Facsimile: (562) 653-3333

XVI. RETENTION OF JURISDICTION BY THE COURT

Following entry of the Final Approval Order and Judgment pursuant to this Settlement Agreement, the Court shall retain jurisdiction for the purpose of addressing any issues which may arise with respect to settlement administration or the enforcement of the terms of this Settlement Agreement.

XVII. ENTIRE AGREEMENT

This Settlement Agreement and its associated Exhibit set forth the entire agreement of the Parties with respect to their subject matter and supersede any and all other prior agreements and all negotiations leading up to the execution of this Settlement Agreement, whether oral or written, regarding the subjects covered herein. The Parties acknowledge that no representations, inducements, promises or statements relating to the subjects covered herein, oral or otherwise, have been made by any of the Parties or by anyone acting on behalf of the Parties which are not embodied or incorporated by reference herein, and further agree that no other agreement, covenant,

representation, inducement, promise or statement relating to the subjects covered herein not set forth in writing in this Settlement Agreement have been made.

XIII. MODIFICATION OR AMENDMENT

This Settlement Agreement may not be modified, amended or altered except in a writing signed by each Party whose rights or obligations hereunder would be affected thereby or by that Party's authorized legal representative, or as ordered by the Court.

XIX. CHOICE OF LAW

This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

XXX. CONSTRUCTION

This Settlement Agreement is entered into freely and voluntarily without duress or undue pressure or influence of any kind or nature whatsoever and neither Plaintiff, nor the Participating Class Members, nor Staffmark have relied on any promises, representations or warranties regarding the subject matter hereof other than as set forth in this Agreement. Staffmark has been represented by counsel in the settlement negotiations leading up to, and in connection with the preparation and execution of, this Settlement Agreement.

The Parties acknowledge and agree that all Plaintiff and Staffmark had an equal hand in drafting this Settlement Agreement so that it shall not be deemed to have been prepared or drafted by one Party or another. All Parties waive the provisions of California Civil Code section 1654, which provides, in pertinent part, that "the language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist."

XXXI. EXECUTION IN COUNTERPARTS

This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any signature to this Agreement transmitted by facsimile and any copies of any signatures are valid and binding.

XXXII. AUTHORITY

The individual signing this Settlement Agreement on behalf of Staffmark represents and warrants that she is duly authorized to do so. The Parties likewise represent and warrant that they have the authority to execute this Settlement Agreement and to take all appropriate action required and permitted to be taken by this Settlement Agreement, except such action that is the prerogative of the Court.

XXXIII. REASONABLE COOPERATION

The Parties shall support the settlement and its approval by the Court. The Parties shall provide reasonable cooperation with one another and the Settlement Administrator in implementing this Settlement, including but not limited to providing information and executing documents necessary to effectuating its purpose. No Party, nor any of its attorneys or agents, shall solicit or directly or indirectly encourage any Class Members to exclude themselves from the Settlement or object to the Settlement.

XXXIV. BINDING EFFECT

This Settlement shall be enforceable, binding upon and inure to the benefit of the respective parties hereto, their respective legal successors, heirs, administrators, executors, assigns and each of them.

XXXV. NO PRIOR ASSIGNMENT

The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

XXXVI. MISCELLANEOUS

A. Headings: The headings in this Agreement are included for convenience only and shall not be given weight in its construction.

B. Signatures: Facsimile transmissions of the signatures or digital signatures of the Parties or their representatives shall be binding on the Parties.

IN WITNESS WHEREOF, this Settlement Agreement, consisting of 20 pages, has been duly executed by and on behalf of the Parties as of the date first written above.

Dated: September __, 2021

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Olrim Kang, on behalf of Plaintiff,
the Class and the Aggrieved Employees

Dated: September __, 2021

Suzanne Perry, Chief Human Resources
Officer, on behalf of Staffmark Investment
LLC

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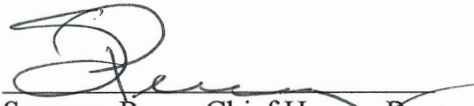
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Dated: September __, 2021

Olrim Kang, on behalf of Plaintiff,
the Class and the Aggrieved Employees

Dated: September 29, 2021


Suzanne Perry, Chief Human Resources
Officer, on behalf of Staffmark Investment
LLC