

HA v. GOOGLE SETTLEMENT
 c/o RG/2 Claims Administration LLC
 P.O. Box 59479
 Philadelphia, PA 19102-9479
 (866) 742-4955

Court-Ordered Class Action Notice Inside

You could receive money and your rights could be affected by a Class Action Settlement in *Ha v. Google Inc. et al.*

If the name and address listed to the left are incorrect, please provide the correct information to the Settlement Administrator at (866) 742-4955. Failure to timely provide updated information could result in the forfeiture of monetary payments from this Class Action Settlement.

<<Barcode>>

<<FirstName>> <<Surname>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>

NOTICE OF SETTLEMENT OF CLASS ACTION

If you are or were a temporary or contract sourcer, closer, recruiter, or similar worker in Google’s People Operations in California at any point between January 27, 2012 and May 9, 2017, this class action settlement (“Settlement”) affects your rights, and you could receive money.

A court authorized this notice. This is not a solicitation from a lawyer. You are not being sued. However, your legal rights are affected by the information contained in this Notice.

- A Settlement has been reached in a class action lawsuit (“Lawsuit”) against Google Inc. and Urpan Technologies, Inc. (collectively, “Defendants”) that affects your rights. The Lawsuit alleges that Class Members (i) were not paid overtime for work performed at, for, or on behalf of Google, (ii) were not paid for all earned wages at the time of their separation from working at, for, or on behalf of Google, and (iii) did not receive accurate wage statements for work performed at, for, or on behalf of Google.
- The Court has not yet decided whether to grant final approval of the Settlement. No payments will be made unless and until the Court approves the Settlement. [SEP]
- You need to decide whether to stay in the case and receive the benefits of the Settlement, object to the Settlement, or opt out of the monetary relief provisions of the Settlement to retain the right to pursue your claims on your own. ***If you wish to remain a Class Member and receive a monetary share of the Settlement, you do not have to do anything in response to this Notice.*** [SEP]
- The decision of whether to participate in, request to be excluded from, and/or object to the Settlement is entirely yours. Defendants will not retaliate against you for participating (or not participating) in the Settlement. Your decision to participate in, request to be excluded from, and/or object to the Settlement will not in any way affect your eligibility to be hired or employed by Defendants. [SEP]

PLEASE READ THIS NOTICE CAREFULLY. It describes your rights and how to receive money from the Settlement or exclude yourself from the Settlement. [SEP]

YOUR RIGHTS AND OPTIONS	
DO NOTHING AND RECEIVE YOUR MONETARY SHARE OF THE SETTLEMENT	If you do nothing, you will automatically receive your one or more Settlement checks in the mail and will release certain wage claims against Google and Staffing Agencies through whom you worked at Google. See Section 12 below for more information about your Settlement award. See Section 19 below for more information about the released claims.
REQUEST TO BE EXCLUDED FROM THE SETTLEMENT	If you submit a request to be excluded from the Settlement on or before September 28, 2017 , you will receive no payment under this Settlement but will retain any right you may have to file your own lawsuit for the released claims. See Section 21 below.

OBJECT TO THE TERMS OF THE SETTLEMENT

If you do not want to be excluded from the Settlement but wish to object to the terms of the Settlement, you can submit an Objection on or before **September 28, 2017**. See Section 22 below.

BASIC INFORMATION**1. Why did I receive this Notice?**

Defendants' records show that you worked in a position eligible to receive a payment under this Settlement during the relevant time period. A Settlement has been reached in a class action lawsuit against Google Inc. and Urpan Technologies, Inc. that affects your legal rights. Judge Brian C. Walsh of the Superior Court of California for the County of Santa Clara, who is overseeing this class action, ordered that you be sent this Notice.

2. What is this Lawsuit about?

This Lawsuit, *Ha, et al. v. Google Inc., et al.*, Case No. 116-CV-290847, makes claims for (i) unpaid overtime for work performed at, for, or on behalf of Google, (ii) unpaid earned wages at the time of separation from working at, for, or on behalf of Google, and (iii) inaccurate wage statements for work performed at, for, or on behalf of Google. The Lawsuit alleges that these practices violated the following laws:

- California Labor Code §§ 201, 202, 203, 226, 510, 1174 and 1194
- California Business and Professions Code §§ 17200 *et seq.*
- California Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 *et seq.*
- Industrial Welfare Commission Wage Orders

Defendants have denied and continue to deny all of the allegations in the Lawsuit.

3. Has the Court decided who is right?

No. The Court has only decided that you should get a copy of this Notice so that you can review the Settlement and determine whether you want to participate in the Settlement, object to it, or exclude yourself from the Settlement.

4. What is a class action and who is involved?

In a class action lawsuit, one or more people called Class Representatives assert claims on behalf of themselves and other people. The Class Representatives in this case are Tymuoi Ha, Austin Bonner, David Rabil, and Raymond Roberts. The Class Representatives represent the Class (or Class Members). The Settlement will resolve the claims at issue for all Class Members who do not request to be excluded.

5. Am I a Class Member?

You have received this Notice, and are therefore affected by this Settlement, because Defendants' records indicate that you are a Class Member.

Class Members include temporary or contract sourcers, closers, recruiters, and similar personnel who worked in Google's People Operations in California for at least one day between January 27, 2012 and May 9, 2017.

Included in the Class are the following contract positions:

- Recruiter I, Recruiter IV
- Crane Recruiter I, Crane Recruiter II, Crane Recruiter III
- Crane Recruiting Specialist I, Crane Recruiting Specialist II, Crane Recruiting Specialist III
- Phoenix Recruiter I, Phoenix Recruiter II, Phoenix Recruiter III
- Phoenix Recruiting Specialist I, Phoenix Recruiting Specialist II
- General-HR/Admin (with recruiting and/or sourcing duties)
- Crane Sourcer I, Crane Sourcer II, Crane Sourcer III, Crane Sourcer IV
- Phoenix Sourcer I, Phoenix Sourcer II, Phoenix Sourcer III

- Phoenix Lead Generation Specialist

6. Why is this Lawsuit being settled?

After exchanging relevant information and documents, retaining experts to examine Google’s timestamp and other records, and engaging in settlement negotiations with the assistance of a neutral third-party mediator, the Class Representatives and Defendants have agreed to settle the claims against Defendants. The Settlement represents a compromise of disputed claims and is not an admission that any of the Defendants violated the law. The Class Representatives and their attorneys believe the Settlement is in the Class’s best interest given the risks and expense of going to trial.

7. What does this Settlement provide?

Defendants have agreed to pay **\$5.5 million** to settle the claims in this Lawsuit. Class Members who do not request to be excluded from the Settlement will receive a share of the Settlement and will release any claims they might have against Defendants and the other Released Parties that were or could have been raised in the Lawsuit based on the allegations in the Lawsuit. For more information about your estimated payment from the Settlement and the way it was calculated, see Sections 11 and 12 below. For more information about the claims you will release if you do not exclude yourself from the Settlement, see Section 19 below.

8. Who represents the Class Members in the Lawsuit?

In class actions, Class Members are represented by Court-appointed lawyers (“Class Counsel”). In this case, you are represented by Sanford Heisler Sharp, LLP and Gates O’Doherty, Gonter & Guy LLP. Class Counsel are experienced in handling similar cases, and the Court has determined that Class Counsel are qualified to represent you and all Class Members. You can contact Class Counsel at:

Sanford Heisler Sharp, LLP
111 Sutter Street, Suite 975
San Francisco, CA 94104
Phone: (415) 795-2020
Fax: (415) 795-2021
Email: googleOTsettlement@sanfordheisler.com

Subject to Court approval, Class Counsel will be paid for their fees and costs from the Settlement. See Section 18 below for more information about the attorneys’ fees and costs.

You do not need to hire your own lawyer because Class Counsel are working on your behalf. Nonetheless, you may hire your own lawyer if you wish. If you hire your own lawyer, you are responsible for paying for that lawyer.

9. Who is the Settlement Administrator?

The Settlement Administrator is a third party appointed by the Court to send this Notice, process and issue Settlement checks, and otherwise administer the Settlement. You may contact the Settlement Administrator to provide updated contact information, make corrections regarding your employment information, or ask questions regarding the processing of Settlement awards. You may contact the Settlement Administrator at:

HA v. GOOGLE SETTLEMENT
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Phone: (866) 742-4955
Email: info@rg2claims.com

MONETARY TERMS OF THE SETTLEMENT

10. What have Defendants agreed to do?

Defendants have agreed to pay **\$5.5 Million** to settle the claims in this Lawsuit. Subject to Court approval, the Settlement will be distributed in the following way:

- At least \$3,481,667 to the Class Members
- \$75,000 to the California Labor Workforce and Development Agency (“LWDA”)
- No more than \$20,000 to the Settlement Administrator for the costs of administering the Settlement
- No more than \$40,000 for Service Awards to the Class Representatives for their assistance in prosecuting the Lawsuit and obtaining the Settlement for the Class
- No more than \$1,883,333 to Class Counsel for attorneys’ fees and costs

11. How are Class Members’ Settlement shares determined?

After deductions from the \$5.5 Million class fund for Court-approved payments to the LWDA (for the state’s share of PAGA), the Settlement Administrator (for the expense of administering the Settlement), Class Representatives for Service Awards (for their work on behalf of the Class), and Class Counsel (for attorneys’ fees and costs), the remaining sum will be distributed to all participating Class Members according to a distribution formula. In general, a Class Member will receive a proportionate share of the Settlement based on the number of weeks s/he worked as a Class Member and his/her bill rate(s) during those weeks.

If six (6) months after the initial mailing of Settlement checks there is uncollected money in the class fund, there will be a second distribution to all Class Members who timely cashed their Settlement checks (“Reallocation Payments”). This distribution would again be based upon the number of weeks worked and bill rate(s) for each eligible Class Member.

A detailed explanation of the distribution formulas can be found within Section VII of the Settlement Agreement.

12. How much money will I receive?

According to Defendants’ records, you worked <<WorkWeeks>> weeks as a Class Member (as defined in Section 5 above) between January 27, 2012 and June 20, 2017. The following is the Straight Time Bill Rate(s) being used for determining your Settlement share: <<Straight Time Bill Rate(s)>>. (The “Straight Time Bill Rate” means the rate that Google used to pay your staffing agency for your straight time hours. It thus reflects your hourly rate plus the staffing agency’s markup.) If you wish to dispute Defendants’ records of your applicable workweeks and/or Straight Time Bill Rate(s) as a Class Member, you must notify the Settlement Administrator and provide any supporting evidence in writing no later than **September 28, 2017**.

Not counting any additional money that you could receive in a Reallocation Payment, the parties estimate that the gross (pre-tax) amount you will receive is approximately \$<<EstimatedAward>> if the Settlement receives final Court-approval. The amount you receive could be higher or lower than this estimate.

13. Are any taxes taken out of the payments?

Fifty percent (50%) of your award will be treated as back wages and reported on an IRS Form W-2 with all appropriate taxes withheld. The remaining fifty percent (50%) of your award will be treated as interest and penalties and reported as non-wages on an IRS Form 1099. W-2 and 1099 Forms will be issued to all Class Members who cash their checks.

Aside from the employer portion of payroll taxes, Class Members are responsible for the appropriate payment of any federal, state and/or local income or payroll taxes on the Settlement payments they receive. The tax issues for each Class Member are unique to him/her, and each Class Member is advised to obtain tax advice from his or her own tax advisor with respect to any payments resulting from this settlement. This Notice does not constitute legal or tax advice regarding any federal, state or local tax issue, and nothing in this Notice is intended, written or should be used by any person for the purpose of avoiding any tax liability or penalties.

14. How long do I have to cash my checks?

Any checks not cashed after **six (6) months** from the date of the class-wide distribution shall be void. Class Members who have not cashed their checks after four (4) months from the date of the class-wide distribution will receive a reminder in the mail. After the deadline to cash checks has passed, the funds from all uncashed checks shall be redistributed among the Class Members who cashed their checks (“Reallocation Payments”). Eligible Class Members will have six months to cash their Reallocation Payments. After that, the funds from all uncashed Reallocation Payments will be donated to Legal Aid at Work (www.legalaidatwork.org).

Should a Class Member fail to timely cash his/her checks, s/he will lose the right to the money; nevertheless, the Settlement shall remain binding on the Class Member, and the release of claims described in Section 19 below shall remain in effect.

15. Why does the California LWDA receive a portion of the Settlement?

One of the claims in the Lawsuit is that Defendants violated the California’s Labor Code Private Attorneys General Act of 2004 (“PAGA”). Under PAGA, private citizens are permitted to step into the state’s shoes and recover civil penalties for violations of California’s Labor Code. Seventy-five percent (75%) of any such recovery must be given to the LWDA, while the remainder is kept by the Class. In this Lawsuit, the parties agreed to settle the PAGA claim for **\$100,000**. Accordingly, Class Counsel will apply to the Court for **\$75,000** to be paid to the California LWDA.

16. What is a “Service Award”?

In class actions, the Court may provide specific Class Members a “Service Award” in recognition of the time, effort, and risks taken in the litigation of the case on behalf of the Class. In this Lawsuit, Class Counsel will apply to the Court for the following Service Awards to be paid based upon the extent of time, effort and risk taken by each individual to assist Class Counsel in obtaining the Settlement for the Class: **\$25,000** for Class Representative Tymuoi Ha; **\$5,000 each** for Class Representatives Austin Bonner, David Rabil, and Raymond Roberts.

17. How much will it cost to administer the Settlement?

Class Counsel will apply to the Court for payment to the Settlement Administrator for its fees and costs, which shall not exceed **\$20,000**.

18. How will Class Counsel be paid?

Class Members are not personally liable for any fees and costs. As is routine in class action cases, Class Counsel will request an award of attorneys’ fees and incurred expenses. These fees and expenses have been incurred as Class Counsel pursued the Lawsuit on behalf of the Class without receiving any compensation for their services or reimbursement of their out-of-pocket expenses. Class Counsel have undertaken significant risks and expended extensive time to prosecute this Lawsuit and achieve this Settlement. They have done so with the understanding that, if they obtained a recovery for the Class, their expenses would be reimbursed and they would receive fees from the fund recovered. If this Settlement is approved, Class Counsel will spend additional time and resources to monitor and advise upon the administration of the Settlement. Accordingly, Class Counsel will apply to the Court for (i) attorneys’ fees in the amount of one-third (1/3) of the total class fund (**\$1,833,333**) and (ii) incurred expenses, not exceeding **\$50,000**.

RELEASE OF CLAIMS

19. What claims are being released as part of the Settlement?

Upon final approval of the Settlement by the Court, Class Members who do not request to be excluded will fully release claims, arising between January 27, 2012 and June 20, 2017 (the “Damages Period”), which were alleged or could have been alleged in the Lawsuit based on the facts alleged in support of the class claims against Defendants and other Released Parties. When claims are “released” it means that a person covered by the release cannot sue Defendants or the other Released Parties for these claims.

The released claims include, without limitation, any claim based on allegations that for their time working as Class Members at Google during the Damages Period, Class Members (i) were not paid overtime for work performed at, for, or on behalf of Google, (ii) were not paid for all earned wages at the time of their separation from working at, for, or on behalf of Google, and (iii) did not receive accurate wage statements for work performed at, for, or on behalf of Google.

The Released Parties include Defendants, related individuals and companies, and staffing agencies who hired, provided, or assigned Contract Recruiters to perform work at Google within the Class Period, including, without limitation, Urpan Technologies, Inc., Adecco NA, Artech Information Systems LLC, Cornerstone RPO, Signature Commercials Solutions, LLC, Zenith Talent Corp., Indosys Corp., and Gary D. Nelson Associates, Inc.

Only claims relating to unpaid wages for work performed at Google as a Class Member are released.

The full terms of the release are set forth in the Settlement Agreement. You may obtain a copy of the Settlement Agreement by contacting Class Counsel, as listed in Section 8 of this Notice. Alternatively, you can access the Settlement Agreement via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://cmportal.sccourt.org/Portal>) or by visiting the clerk of the court located at 191 North First Street, San Jose, California 95113.

YOUR RIGHTS AND OPTIONS

20. How do I participate in the Settlement?

You do not need to do anything to participate in the Settlement. If you are a Class Member and do not request to be excluded from the Settlement, you will automatically receive a Settlement share (see Sections 11 and 12 above) and release claims against the Released Parties (see Section 19 above) without any further action on your part.

21. How do I request to be excluded from the Settlement?

If you wish to be excluded from the monetary terms and release provisions of the Settlement, you must mail a written, personally signed (in ink) statement to the Settlement Administrator at the address set forth above (Section 9) that you wish to be excluded from the Settlement. (“Exclusion Request”). The Exclusion Request must contain your name and address. It must also clearly express your intent to be excluded from the Settlement in this Lawsuit. **To be effective, your request must be postmarked no later than September 28, 2017.**

If you do not complete and timely mail a valid Exclusion Request, you will be bound by all terms and conditions of the Settlement, including its release of claims.

22. May I object to the Settlement?

If you wish to object to the Settlement, you may do so by mailing to the Settlement Administrator at the address set forth above (Section 9) a detailed written description of the basis of the objection. Your written objection must be postmarked no later than **September 28, 2017**. Alternatively, you may appear at the final fairness hearing and make an oral objection.

You cannot both object to the Settlement and exclude yourself from the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement and you will not be able to exclude yourself from the Settlement.

THE SETTLEMENT’S FINAL APPROVAL HEARING

23. When will the Court consider whether to grant final approval of the Settlement?

The Court will hold a Final Approval Hearing in Department 1 of the California Superior Court for the County of Santa Clara located at 191 North First Street, San Jose, California 95113, on **November 17, 2017 at 9:00 a.m.**, to decide whether to grant final approval of the Settlement. It is not necessary for you to appear at this hearing.

Regardless of whether you submit a written objection, you may appear at the hearing to raise or explain any objection you have to the Settlement. Any attorney who will represent you at the Final Approval Hearing for the purposes of your objection must file a Notice of Appearance with the Court and serve the Notice of Appearance on Class Counsel (contact information in Section 8 above) and counsel for Defendants (Thomas E. Geidt, Grube Brown & Geidt LLP, 601 Montgomery Street, Suite 1150, San Francisco, CA 94111 and Marquis D. Owens, Owens Law Firm, 905 W. Tennyson Road, Hayward, CA 94544) by **September 28, 2017**.

The hearing may be postponed without further notice to the Class. If the Settlement is not approved, the Lawsuit will continue to be prepared for a class certification hearing, trial or other judicial resolution.

FURTHER INFORMATION

24. How do I receive more information?

This Notice provides a summary of the basic terms of the Settlement. For the Settlement's complete terms and conditions, consult the Settlement Agreement and other documents in the case, which can be accessed (i) via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://cmportal.scscourt.org/Portal>), (ii) by visiting the clerk of the court located at 191 North First Street, San Jose, California 95113 or (iii) by a request to Class Counsel at the address listed in Section 8 above.

If you have more questions about this Notice or this Lawsuit, you can contact the Settlement Administrator (see contact information in Section 9 above) or Class Counsel (see contact information in Section 8 above).

PLEASE DO NOT TELEPHONE OR OTHERWISE WRITE THE COURT, THE OFFICE OF THE CLERK, DEFENDANTS, OR COUNSEL FOR DEFENDANTS FOR INFORMATION REGARDING THIS SETTLEMENT.