

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

KATHLEEN B. LATHAM, an individual, on
behalf of herself and all other similarly situated
current and former employees,

Plaintiff,

v.

LEE HECHT HARRISON LLC and DOES 1
through 100, inclusive,

Defendants.

Case No.: 8:20-cv-01769-DOC-JDE

**AMENDED NOTICE OF CLASS
ACTION AND PROPOSED
SETTLEMENT (“NOTICE”)**

ATTN: «EmployeeName»

TO ALL PERSONS WHO are or were employed in California by Lee Hecht Harrison LLC (“LHH”) in California in a non-exempt (hourly) position at any time from April 6, 2016, to March 31, 2022. **Please disregard any prior notice you may have received—this Amended Notice provides the correct information.**

**IMPORTANT - PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED.**

**YOU ARE BEING SENT THIS NOTICE BECAUSE YOU MAY BE ENTITLED TO
RECEIVE MONEY FROM THE SETTLEMENT OF A CLASS ACTION LAWSUIT.**

I. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

A former employee of LHH sued LHH for herself and for other current and former employees. The lawsuit claimed that LHH:

- did not pay non-exempt (hourly) employees for all hours worked
- did not provide employees with their paychecks in the timely manner required by Labor Code section 204
- did not provide legally compliant meal periods or rest breaks
- did not reimburse employees for business expenses
- did not provide accurate paystubs; and
- engaged in unfair business practices.

The employee and LHH have now negotiated a settlement in order to avoid the expense of continued litigation. LHH has agreed to pay \$3,000,000.00 to resolve all of the claims raised in the lawsuit. The Settlement is not an admission by LHH of *any* liability but rather is a compromise to avoid the expense of continued litigation.

The Court has ordered that we send this notice to you.

II. WHO IS INCLUDED IN THIS CLASS ACTION?

All individuals employed in California by LHH in a non-exempt (hourly) position at any time from April 16, 2016, to March 31, 2022.

III. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

- A. LHH will pay Three Million Dollars (\$3,000,000) as a settlement. An administrator has been appointed to administer the settlement. That administrator will pay, from the Three Million Dollars:
1. Expenses of administering the claims and litigation costs.
 2. Attorneys' fees of up to \$900,000.00.
 3. A special payment to the employee plaintiff of up to \$20,000.00.
- B. From the money left over, you will be paid an amount for each week you worked for LHH in a non-exempt (hourly) position between April 6, 2016, and March 31, 2022. The estimated money you will receive is «estAmount», which is \$36.54 for each week you worked for LHH, less required payroll deductions.

If you do not exclude yourself from the settlement, you waive all claims you may have against LHH which relate to any of the claims in the lawsuit.

IV. WHAT ARE MY OPTIONS?

- A. **You may exclude yourself from the settlement**, in which case you will not be bound by the settlement, and will not receive any payment.
- B. **You may accept the settlement but contest the number of your workweeks specified** in the attached Claim Form. If you do not agree with the number of workweeks LHH contends you worked in California for LHH as an hourly employee, you should fill out the attached Form. You should write down all dates that you worked in California for LHH in an hourly position. You should send any documents that you have (such as pay stubs) to the Claims Administrator. The Claims Administrator will read the documents both you and LHH provide and make the final determination of the amount of your settlement award, subject to the Court's final approval.
- C. **You may do nothing**, in which case you will be bound by the settlement and will receive the award, based on the number of your workweeks we believe is correct, as stated in the Workweek and Personal Information Form.

Regardless of which option you choose, LHH will not retaliate against you for exercising your rights under this Settlement Agreement or the law.

V. HOW DO I REQUEST EXCLUSION FROM THE SETTLEMENT?

If you choose to be excluded, you must send, by **July 1, 2022**, a written request to LHH Settlement Administrator, c/o CPT Group Inc., 50 Corporate Park, Irvine, CA 92606. A Request for Exclusion Form is enclosed with this notice. If you choose to be excluded, you will not be bound by the Settlement and you will not receive any portion of the \$3,000,000 settlement.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

- A. The Claims Administrator will calculate the pro-rata share to be given to you.
- B. The payments will be made by check.
- C. Twenty percent (20%) of each award will be considered wages from which ordinary tax withholdings will be deducted, and the remaining eighty percent (80%) will not have any deductions made for payroll-related taxes. You will be given IRS tax forms for both amounts. You are responsible for paying the correct amount of taxes on both portions of your award.

VII. HEARING ON PROPOSED SETTLEMENT

A fairness hearing will be held by the Court at **8:00 a.m. on July 11, 2022**, in Courtroom 9D in the United States District Court for the Central District of California, located at 411 West 4th Street, Santa Ana, CA 92701-4516, to decide whether the proposed settlement is fair, reasonable and adequate. At that time, United States District Court Judge David Carter will make a final decision regarding the settlement, as well as certification of the class, and will also decide whether an order of final approval of the settlement should be entered.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

- A. You may object to the proposed settlement as unfair, unreasonable, or inadequate. You may not object to the proposed settlement unless, on or before **July 1, 2022**, you mail written objections and copies of any papers in support of your position. You must also verify that you are a member of the Settlement Class. The Objections must be filed with the Central District of California with copies to: Law Office of Mark C. Thomas, APC, 555 Montgomery Street, Suite 605, San Francisco, California 94111, Attention: Mark C. Thomas; and DLA Piper Attention: Steve Hernandez.
- B. **If you do not object in the way we have described above, you will have given up your right to object to the settlement forever.**

IX. EXAMINATION OF COURT PAPERS AND INQUIRIES

This description is a summary of the Settlement. For more detailed information you may request a copy of the complete settlement agreement, or any papers filed in the lawsuit, by requesting them from the Attorneys for the Employees, whose names and addresses are at the bottom of this notice. PLEASE DO NOT CALL THE COURT OR THE ATTORNEYS FOR LHH REGARDING THIS CLASS ACTION.

ATTORNEYS FOR THE EMPLOYEES IN THE CLASS ACTIONS AGAINST LHH

LAW OFFICE OF MARK C. THOMAS, APC

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LHH SETTLEMENT ADMINISTRATOR:

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www.cptgroupcaseinfo.com/leehectharrisonsettlement