

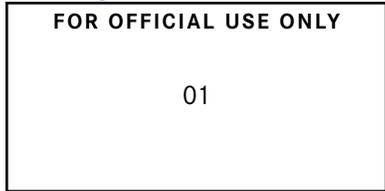
RANDSTAD SETTLEMENT ADMINISTRATOR  
C/O RUST CONSULTING INC - 6059  
PO BOX 2562  
FARIBAULT, MN 55021-9562

**IMPORTANT LEGAL MATERIALS**



- UAA <<SequenceNo>>

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<<Address 2>>  
<<City>> <<State>> <<Zip 10>>  
<<CountryName>>



*Makaneole v. Randstad Professionals US, LP*  
U.S. Federal District Court for the District of Oregon, case no.3:14-CV-01528-PK

**CLAIM FORM**

**COMPLETE AND RETURN FOR SETTLEMENT AWARD**

Please Type or Print

\*Name (First, Middle, Last): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Former Names (if any): \_\_\_\_\_

\*Social Security Number: XXX - XX - \_\_\_\_\_ Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**TO RECEIVE A SETTLEMENT AWARD YOU MUST COMPLETE, SIGN AND MAIL THIS CLAIM FORM BY REGULAR MAIL, FAX OR EMAIL ON OR BEFORE JUNE 2, 2018 ADDRESSED TO:**

**Randstad Settlement Administrator  
c/o Rust Consulting, Inc. - 6059  
PO Box 2562  
Faribault, MN 55021-9562  
Toll Free: (888) 952-9101  
Fax: (866) 722-3518  
Email: administrator@makaneolevrandstad.com**

The claim form if submitted by email must be attached as a pdf, or a clear and readable image to be considered and valid. If the claim for is not clear and readable, the claim will be denied.

By signing your name below, you state that you have reviewed the preceding Notice of Class Action Settlement and Release of Claims and that you wish to participate in the settlement.

\*Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

*\*This information is required for your Claim Form to be valid and complete. The last 4 digits of your social security number are requested to avoid fraudulent claims.*



**NOTICE OF CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS***Makaneole ("Plaintiff") v. Randstad US, LP ("Randstad")*

U.S. Federal District Court for the District of Oregon, case no.3:14-CV-01528-PK ("Action")

This is your notice that this class action lawsuit has been preliminarily settled. You are receiving this Notice because Randstad's employment records show that you are a Class Member. The specific and complete terms of the proposed Settlement are described in the Stipulation and Settlement Agreement of Class Action ("Agreement"). The following summarizes the Settlement.

**THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

<b>CRITICAL DATES</b>	
<b>June 2, 2018:</b>	Deadline to submit a <b>Claim Form</b> for a Settlement Award.
<b>June 2, 2018:</b>	Deadline to mail in a <b>Request for Exclusion</b> if you do not want to be bound by the Settlement. If you request exclusion, you will not receive any money.
<b>June 2, 2018:</b>	Deadline to file and serve an <b>Objection</b> to the Settlement.
<b>June 19, 2018: 10:00 am</b>	Settlement Hearing to hear any objections and finally approve the Settlement, including payment of the settlement amounts.
<b>August 15, 2018:</b>	<i>Approximate</i> date payment processing will <i>begin</i> if no objections.

**CLASS MEMBERS** are all current and former temporary employees of Randstad's who were assigned to SolarWorld's Hillsboro, Oregon manufacturing facility and paid an hourly wage and who worked in a non-exempt position for Randstad at any time during the Class Period of August 26, 2008 through August 26, 2014.

*Any person who worked at the SolarWorld facility in Oregon, but was not a temporary employee of Randstad's is **not** a Class Member in this settlement. SolarWorld is not a party to this Settlement.*

**MAXIMUM SETTLEMENT LIABILITY AMOUNT:** Randstad shall pay no more than \$1,050,000.00 for the following:

**Settlement Award:** Class Members who submit a valid and timely Claim Form shall receive a Settlement Award up to \$898.68, subject to the Court's final approval.

**Claim Administration:** \$40,000.00 for administration of the settlement.

**Service Award to Plaintiff as Class Representative:** \$8,000.00 to be paid to the Plaintiff as the Class Representative and for bringing this case as a class action, subject to the Court's final approval.

**Class Counsel's "Attorney Fees & Cost Award":** \$283,500.00 as attorney fees and \$40,000 as costs to Schuck Law as Class Counsel, subject to Court approval.

**Employer Taxes:** an amount for employer taxes based on the total Settlement Awards.

**NATURE OF THE ACTION:**

On or about August 26, 2014, Plaintiff filed a class action complaint alleging that Randstad failed to pay all wages as required by Oregon State wage and hour laws to temporary employees working at the SolarWorld facility in Hillsboro Oregon during the Class Period. Plaintiff alleges that the unpaid wages were due to SolarWorld's "5 Minute Rule" and short meal periods ("Claims"). Randstad denied and continues to deny any and all liability or that any wages were not properly and fully paid. The Court has not made any decisions on the merits of the Claims.

The Court appointed the attorneys at Schuck Law, LLC as Class Counsel to represent you as a Settlement Class Member. You can contact attorneys Karen A. Moore, David A. Schuck, and Stephanie Brown at Schuck Law at: 208 E 25th Street Vancouver, WA 98663; by phone at (360) 566-9243, or by email to kmoore@wageclaim.org. The Court appointed Plaintiff as the Class Representative for the Class Members. Conversations are confidential and you will not be billed.

**POSITIONS OF THE PARTIES:**

On behalf of Plaintiff and the class, Class Counsel have investigated and researched the facts and circumstances underlying the issues raised in the Case, and the applicable law.

**Randstad has denied liability and has denied the allegations of the lawsuit.** Randstad contends that is fully complied with Oregon law, including payment of all time worked. Randstad wishes to settle this lawsuit to avoid costly, disruptive, and time-consuming litigation and does not admit to any wrongdoing or liability.

Class Counsel recognizes the expense and length of continued proceedings necessary to continue the litigation against Randstad through trial, and through any possible appeals. Class Counsel have also taken into account the uncertainty and the risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Class Counsel also have taken into account the extensive settlement negotiations with Randstad. Based on the foregoing, Class Counsel believe the proposed Settlement is fair, adequate, and reasonable and is in the best interest of the Class.

**RELEASE OF CLAIMS:**

As a Class Member, your rights will be affected by the Settlement. If the Court grants final approval of the settlement, Plaintiff, and all Class Members who do not request exclusion as required below, will be bound to the extent allowed by Oregon law, by the terms of the Settlement and Final Judgment dismissing the Action as to Randstad, including the "Released Claims". The "Released Claims" are defined in the Agreement as:

Any and all wage and hour claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that were alleged or that reasonably could have been alleged based on the facts alleged in the Action, as amended, including, but not limited to, any wage and hour claims under federal law and Oregon State law, statutes and regulations, any claims for unpaid overtime, claims for missed meal or rest breaks, claims for liquidated damages, claims for unlawful deductions from wages, claims for conversion of wages, claims for record-keeping violations, late payment and overtime penalties, and claims under applicable Oregon statutes including but not limited to ORS 652.120, 652.140, 652.150, 652.200, 653.010, 653.055, 653.261, 653.055, 653.261 OAR 839-020-0030, 839-020-0050, ORS 82.010, as well as any other Oregon State and federal wage and hour statute or regulation, for any work for Randstad at the SolarWorld facility in Oregon through March 21, 2018.

By not requesting exclusion, Class Members agree to not sue or otherwise make a claim against Randstad and Releasees, as defined in the Settlement Agreement. Class Members who do not submit a valid and timely Claim Form shall not receive a Settlement Award; they shall be bound by the Released Claims as of the Effective Date.

**CLAIM FOR SETTLEMENT AWARD:**

As a Class Member, if you wish to receive a Settlement Award, you must submit a valid and timely Claim Form, which is enclosed with this Notice, to the Settlement Administrator, Rust Consulting. Oregon law protects you from retaliation, and Randstad will not take any adverse action against you for participating in this Settlement.

For your Claim Form to be valid, it must include your name, the last four digits of your social security number, be signed and dated. For your Claim Form to be timely, it must be postmarked, faxed, or emailed on or before **June 2, 2018**. You must submit your Claim Form by mail, fax, or email to:

**RANDSTAD SETTLEMENT ADMINISTRATOR**

C/O RUST CONSULTING INC - 6059

PO BOX 2562

FARIBAULT, MN 55021-9562

Toll Free: (888) 952-9101

Fax: (866) 722-3518

Email: [administrator@makaneolevrandstad.com](mailto:administrator@makaneolevrandstad.com)

Any Claim Form that is not submitted by the deadline, is not completed, is not properly addressed, or is not signed by the Class Member, will not constitute a valid claim and will be denied payment. The Settlement Administrator shall review each Claim Form received to verify the claim's validity and accuracy. By submitting a valid and timely Claim Form you will then be an "Approved Claimant" and entitled to a Settlement Award if the Court grants final approval and there are no appeals.

The Parties do not anticipate that the Maximum Settlement Liability Amount will be exhausted. If all funds available are exhausted, then each Approved Claimant's gross Settlement Award of \$898.68 may be reduced on a *pro rata* basis.

From each Settlement Award, payroll deductions will be made for state and federal withholding taxes and any other applicable payroll deductions resulting in a "Net Settlement Amount." Settlement Award checks should be cashed promptly. All checks not cashed within 90 days of the issuance date will be void and your Settlement Award will be paid to the Oregon State Bar Legal Services Program as unclaimed funds.

#### **REQUESTING EXCLUSION:**

You have the right to request exclusion from the Settlement. Class Members who submit valid and timely requests for exclusion from the Settlement will not participate in the Settlement, nor will they be bound by the terms of the Settlement, if it is approved, or the Final Judgment.

You can request exclusion by mailing a legible and written statement expressing your desire to be excluded from the Settlement in the *Makaneole v. Randstad* litigation. Your request for exclusion must be a written statement expressing your desire to be excluded from the case and must include: the case name and number, your full name and name while employed by Randstad, your current address, telephone number and last 4 digits of your social security number. To be valid and timely, your written request for exclusion must be mailed by first class mail to the Settlement Administrator on or before **June 2, 2018** at:

#### **RANDSTAD SETTLEMENT ADMINISTRATOR**

C/O RUST CONSULTING INC - 6059

PO BOX 2562

FARIBAULT, MN 55021-9562

Toll Free: (888) 952-9101

Fax: (866) 722-3518

Email: [administrator@makaneolevrandstad.com](mailto:administrator@makaneolevrandstad.com)

Requests for exclusion that do not include all required information, or that are not submitted on a timely basis, will be deemed null, void and ineffective.

#### **SETTLEMENT APPROVAL HEARING:**

A hearing ("Settlement Approval Hearing") will be held before the Honorable Paul Papak on June 19, 2018, at 10:00 a.m. at the U.S. Federal District Court for the District of Oregon, Courtroom 1027, 1000 SW Third Ave, Portland, OR 97204 ("Court"). At the Settlement Hearing, the Court will determine whether the proposed Settlement is should be approved as fair, adequate and reasonable, and whether the Action, as to Randstad only, should be dismissed with prejudice. The hearing may be rescheduled by the Court without further notice.

#### **You Are Not Required To Attend the Settlement Approval Hearing**

At the Settlement Hearing, you are represented by Class Counsel. You are welcome to attend the Settlement Approval Hearing, at your own expense, but you do not need to attend. You have the right to retain your own attorney separate from Class Counsel, but retention of that attorney is at your own costs. You do not need to get your own attorney unless you want to.

If the Court does not approve the settlement, the Action will proceed as if no settlement had been attempted. In that event, Randstad retains the right to contest whether the case should be maintained as a class action and to contest the merits of the claims being asserted in this Case. If the settlement is not approved, there can be no assurance that any Class Member will recover more than the Settlement Award or anything at all.

#### **RIGHT TO OBJECT TO THE SETTLEMENT:**

You have a right to object to the Settlement. The objection must be a formal written statement objecting to the Settlement and include your full name, your name while employed by Randstad, the specific basis of the objection to the Settlement, along with any and all documents that support your objection. Please note it is not sufficient to simply state that you object. You must give specific reasons why the settlement should not be approved.

**Your written objection must be filed with the Court and served on Randstad Settlement Administrator, c/o Rust Consulting, Inc. – 6059, PO Box 2562, Faribault, MN 55021-9562, on or before June 2, 2018.**

If you wish to address the Court at the Settlement Hearing, you must indicate your intent to address the Court in your written objection. If you do not comply with these procedures, you will not be entitled to be heard at the Settlement Approval Hearing or otherwise to contest the approval of the settlement or appeal from any orders or judgments of the Court. If the Court approves the settlement, the approval will bind all Class Members, except those who timely request to be excluded, and the judgment will release and dismiss all of those Class Member's Released Claims.

Class Members who fail to file and serve timely written objections as required shall be deemed to have waived any objections to the settlement and shall forever be foreclosed from making any objection (whether by appeal or otherwise) to the settlement, or any aspect of the settlement, including, without limitation, the fairness, reasonableness or adequacy of the proposed settlement, or any award of attorneys' fees or reimbursement of costs and expenses.

*Class Members who are satisfied with the Settlement does not need to appear at the Hearing.*

**ATTORNEY FEES AND COSTS AWARD AND CLASS REPRESENTATIVE SERVICE AWARD:**

If the Court grants final approval, the Attorney Fees and Costs Award and Class Representative Service Award shall be paid by Randstad, as part of the Maximum Settlement Liability Amount. **Payment of these amounts will not affect the amount of your Settlement Award.**

The Court has given preliminary approval of the Attorney Fees and Cost Award. Class Counsel will not be permitted to petition the Court for any additional payments for attorney fees or costs incurred in this case, unless the class exceeds 755 members and as detailed in the Settlement Agreement.

The Court also preliminarily approved the Service Award to Plaintiff as the Class Representative. The Service Award is in recognition of Plaintiff's willingness to bring this lawsuit and represent the Class Members as the Class Representatives.

**EXAMINATION OF PAPERS AND INQUIRIES:**

This Notice is a summary of the Action and Settlement as to Randstad only. This Notice is not comprehensive as to the entire Settlement or case status as to any other Defendant. For a more detailed statement of the matters involved in the Action and the Settlement, you may refer to the pleadings, the Stipulation and Settlement Agreement of Class Action, and other papers on file with the Court, which may be inspected U.S. Federal District Court for the District of Oregon, during regular Court business hours.

All inquiries regarding this Notice and/or the Settlement should be directed to the Settlement Administrator at Randstad Settlement Administrator, c/o Rust Consulting, Inc. – 6059, PO Box 2562, Faribault, MN 55021-9562 or Toll Free: (888) 952-9101 or via email at: [administrator@makaneolevrandstad.com](mailto:administrator@makaneolevrandstad.com). You can also contact the Class Counsel, Karen A. Moore, David Schuck or Stephanie Brown at Schuck Law, LLC 208 E 25th Street Vancouver, WA 98663; Tele: (360) 566-9243 or email [kmoore@wageclaim.org](mailto:kmoore@wageclaim.org).

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,  
RANDSTAD, RANDSTAD'S ATTORNEYS, SOLARWORLD,  
OR SOLARWORLD'S COUNSEL WITH QUESTIONS.**