

A COURT AUTHORIZED LEGAL NOTICE

Shetty v. ILSC (San Francisco), LLC,
San Francisco Superior Court, Case No.: CGC-19-581622

If you were engaged by ILSC (San Francisco), LLC in California, as an independent contractor from December 18, 2015 through October 1, 2020, this class action settlement will affect your rights.

- Abhinav Shetty (“Plaintiff”), on behalf of himself and all other similarly situated individuals, has sued ILSC (San Francisco), LLC (“ILSC”) to recover unpaid wages because he claims ILSC misclassified him and other individuals as independent contractors instead of employees during the period from December 18, 2015 to October 1, 2020 (“Lawsuit”).
- These claims have been settled and the Court has preliminarily approved the settlement.
- The Settlement provides for \$170,000 to resolve this Lawsuit and all claims for the period from December 18, 2015 to October 1, 2020 (Class Period).
- If you qualify as a Class Member, you could receive money from the settlement.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive your share of the settlement and you will give up any rights to sue for the Released Claims (defined below).
DISPUTE THE AMOUNT OF COMPENSATION STATED IN THIS NOTICE	If you believe the amount of compensation earned by you during the Class Period, as listed in this Notice, is not accurate, you may submit your own records to dispute your compensation earned. Once your compensation dispute is resolved, you will receive a settlement share and will give up any rights to sue for the Released Claims.
EXCLUDE YOURSELF	Waive all rights, including money, from the settlement, except you will still be subject to the release in relation to PAGA claims. You would retain all rights you may have against ILSC, as explained below.
OBJECT	Tell or write to the Court about why you don’t agree with the settlement. The Court may or may not agree with your objection. If the court overrules your objection, you will still receive your share of the settlement and be bound by its terms.

HOW MUCH CAN I GET?	Look at Section 8 of this Notice.
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- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still must decide whether to finally approve the settlement. Payments will be made if the Court gives the settlement final approval and after any appeals are resolved.

1. Why Did I Get This Notice?

You are not being sued. Plaintiff sued ILSC in a class and representative action on behalf of similarly situated individuals like you.

ILSCs' records show that you were engaged by ILSC in California at some point from December 18, 2015 through October 1, 2020, and you were classified as an independent contractor.

You received this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about your options, before the Court decides whether to provide final approval of this settlement. If the Court provides final approval of the settlement, and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the settlement allows.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

2. What Is This Lawsuit About?

Plaintiff Shetty sought to represent in this class action, individuals who are or have been engaged by ILSC as IELTS Test Day Supervisor, IELTS Test Day Proctors, IELTS Test Day Examiners, IELTS Test Day Invigilators, IELTS Test Day Clerical Markers, and/or similar positions related to administering IELTS tests, and who were classified as "independent contractors" in California at any time from December 18, 2015 to October 1, 2020, ("Class"). Plaintiff also sought to represent these same individuals as "aggrieved employees" under the Private Attorney's General Act ("PAGA"). The Court has preliminarily approved Plaintiff Shetty to represent the Class.

The lawsuit alleges that ILSCs violated California's labor laws by failing to (1) pay overtime; (2) provide meal and rest breaks (2) timely furnish accurate itemized wage statements; (4) pay all wages earned upon separation. The lawsuit also seeks penalties pursuant to Labor Code § 2699 (PAGA).

ILSC denies any liability whatsoever and denies that wages, compensation, damages, or penalties are owed, or that it acted contrary to California or federal law.

3. Do I Need to Hire an Attorney?

You do not need to hire your own attorney. You are already represented by Class Counsel (see Section 16 for contact information). However, you may hire your own attorney at your own expense if you choose to do so.

4. What Is ILSC's Position?

ILSC denies and continues to deny each of the claims and contentions. ILSC has concluded that any further defense of this litigation would be protracted and expensive for all Parties. ILSC has already spent substantial amounts of time, energy and resources defending this case and, unless this settlement is agreed to, will have to continue to devote time, energy and resources to the defense of the claims asserted by the Plaintiff and the Class. ILSC has also considered the risks of further litigation in reaching its decision. ILSC has therefore, agreed to settle in the manner and upon the terms set forth in the Settlement Agreement to put to rest the claims as set forth in the Action.

5. Why Is There a Settlement?

The Court did not decide in favor of Plaintiff or ILSC. After a thorough investigation into the facts of this lawsuit, both sides agreed to a settlement after mediating with a neutral third-party mediator. The class claims were settled because Class Counsel and Plaintiff believe that the amount of the settlement is fair and reasonable in light of the strength and weaknesses of the claims and other factors.

6. How Do I Know If I Am Part of the Settlement?

You are a member of the Class if you were engaged by ILSC in any position in California related to administering IELTS tests and were classified as independent contractor at any time from December 18, 2015 through October 1, 2020.

7. What Does the Settlement Provide?

Class Members who do not timely submit a signed and valid request for exclusion will receive a payment from the Net Settlement Amount. The Net Settlement Amount is the portion of the Class Settlement available for distribution to Class Members who do not timely submit a signed and valid request for exclusion after deduction of the Court-approved Class Representative Incentive Payment, Class Counsel's Attorneys' Fees and Costs, Settlement Administration Costs, and the State of California's portion of the PAGA Payment.

The Settlement provides for \$170,000 to resolve this Lawsuit. Class Counsel will ask the Court to award attorneys' fees in the amount of up to \$56,600, which represents thirty-three and one third (33.33%) of the Class Settlement Amount, and litigation costs in the amount of up to \$6,000 from the Class Settlement Amount. In addition, Class Counsel will ask the Court to authorize a Representative Incentive Payment from the Class Settlement Amount in the amount of \$9,000 to Plaintiff Abhinav Shetty to compensate for the risks, time and expense of Plaintiff's involvement in this Action. This payment is in addition to whatever payment named Plaintiff is otherwise entitled to as a Class Member. The Settlement Administrator will also be reimbursed for the expense of notifying the Class Members of the settlement, processing claims and requests for exclusions submitted by Class Members and distributing Individual Settlement Payments. Settlement Administration Costs are estimated at \$6,675. Finally, Class Counsel will ask the Court to approve a PAGA Payment in the amount of \$10,000 for claims under the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, of which \$7,500 will be awarded to the State of California Labor and Workforce Development Agency, and \$2,500 will be awarded to PAGA Members.

8. What Can I Get From the Settlement?

ILSC's records indicate that you earned approximately _____ **in compensation between December 18, 2015 and October 1, 2020.**

Based on these records, your estimated payment would be \$__. **The actual amount of any payment may vary.**

Class Members who do not opt-out will be paid out of the Net Settlement Amount. If you do not timely submit a valid request for exclusion by the Response Deadline, you will receive your share of the Net Settlement Amount after the Court approves the settlement.

9. How Was My Share Calculated?

Your share of the Net Settlement Amount will be proportionally based on the amount of compensation you earned during the Class Period. Specifically, the Settlement Administrator will use the information provided by ILSC to calculate the total amount of compensation earned by you ("Individual Compensation earned") and the total amount of all compensation earned by all Class Members ("Class Compensation earned") during the Class Period. To determine each Class Member's Individual Settlement Payment, the Settlement Administrator used the following formula: Individual Settlement Payment = (Individual Compensation Earned ÷ Class Compensation earned) × Net Settlement Amount.

10. How Can I Get Payment?

You do not need to take any action to qualify for payment. However, if you dispute the amount of compensation earned to which you have been credited, as provided in this Notice, or the amount of your Individual Settlement Payment, you must contact the Settlement Administrator to register your dispute. You must mail or fax the Settlement Administrator with the details of your dispute and documentary evidence (for example, your invoices). The deadline for this is **May 23, 2022**. If you do nothing, you will receive your Individual Settlement Payment and be bound by the terms of the settlement (including the Released Claims described in Section 12 below).

California law protects Class Members from retaliation based on their decision to participate in a class action settlement.

11. When Would I Get My Payment?

If the Court approves the settlement, your settlement share will be mailed to you in two separate settlement checks. The first check is estimated to be mailed approximately 85 days from the date of final judgment and the second check is estimated to be mailed approximately 10 months from the date the first check was mailed unless there are objections, appeals, or other challenges to the final judgment. It is always uncertain when these issues can be resolved and resolving them can take time.

12. What Rights Do I Give Up If I Participate or Do Nothing?

Unless you exclude yourself, you will remain a Class Member, and you will be bound by the terms of the settlement, including releasing the Released Claims described below. That means that you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you.

Released Claims

As of the date of the Order Granting Final Approval, Class Members and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, will release each of the Released Parties of and from any and all claims, rights, demands, penalties, interest, wages, compensation, premium pay, guarantee, costs, expenses, attorney's fees, damages, charges, complaints, causes of action, obligations, or liability of any and every kind, contingent or accrued, between December 18, 2015 and the date of Preliminary Approval of the Settlement that were or could have been asserted in the complaint filed in this Action that are based on or arise out of the facts alleged in any version of the complaints filed in this Action, including those for: (1) failure to pay overtime under the Labor Code Sections 510, 558, 1194, 1194.2, and 1198 and the applicable Wage Order; (2) for failure to provide meal and rest periods or pay premiums under the Labor Code Sections 226.7, 512, and 558 and the applicable Wage Order; (3) failure to provide accurate and itemized wage statements or maintain records under the Labor Code Sections 226, 226.3 and 1174 and the applicable Wage Order; and (4) failure to timely pay all wages owed upon termination of employment under the Labor Code Sections 201-203; (5) for misclassification of workers as independent contractors under the Labor Code section 226.8; (6) for civil penalties under the Labor Code sections 558, 226.3, 226.8, 2699; and (7) unfair competition in violation of Business and Professions Code section 17200 based on the underlying violation of California Labor Code as alleged in the Complaint.

13. How Do I Exclude Myself from the Settlement?

If you do not wish to participate in the settlement, you may exclude yourself ("opt out") by submitting a written opt-out request to the Settlement Administrator.

In order to opt-out, you must mail a written signed statement indicating that you wish to opt out from the Settlement; (2) state your name (and former names, if any), current address, current telephone number and the last four digits of your Social Security number; and (3) ensure that your signed statement is postmarked no later than **May 23, 2022** ("Response Deadline").

You must sign the request for exclusion personally and may not have someone sign for you (including an attorney), nor may you submit a request for exclusion on behalf anyone else, or jointly with anyone else. Your request for exclusion must be signed and returned via fax or mail, and postmarked no later than the Response Deadline to:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: notice@phoenixclassaction.com
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If you submit a timely and valid request for exclusion, then upon its receipt (1) you shall no longer be a member of the Class, (2) you will not receive any portion of the settlement, except for the portion of the settlement relating to PAGA, (3) you may not object, and (4) you shall receive no benefits from the settlement, except for the portion of the settlement relating to PAGA. If you wish, you may pursue, at your own expense, any claims you may have against ILSC. If you do not submit a complete and timely written request for exclusion, you will be included in the Class, and be bound by the terms of the settlement (including the Released Claims described in Section 12 herein).

Do not submit both an objection and request for exclusion. If you submit both, the request for exclusion will be valid, you will be excluded from the Class, and your objection will not be considered by the Court.

Regardless of whether you request to be excluded from the Settlement, you shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all PAGA claims against ILSC and the released parties.

14. When Is the Final Approval and Fairness Hearing?

On August 26, 2022 at 9:30 a.m., or such other, later date as the Court may authorize, the Court will hold a Final Approval Hearing in Department 302 of San Francisco Superior Court at 400 McAllister Ave, San Francisco, CA 94102, to determine whether the settlement is fair, reasonable, and adequate; and if there are objections, the Court will consider them. The Court will also be asked to approve named Plaintiff's Class Representative Incentive Payment, Class Counsel's request for Attorneys' Fees and Costs, the Settlement Administration Costs, and the PAGA Payment.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing unless you have timely filed an objection or notice of intention to appear with the Court. Notice of the Settlement documents and the final judgment will be posted on the Settlement Administrator's website at <http://www.phoenixclassaction.com/>.

15. How Do I Object to the Settlement and Appear at the Final Approval and Fairness Hearing?

You may object to the terms of the settlement before the Final Approval Hearing. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. You may do so by objecting to the terms of the settlement either by mail in writing or orally in person at the Final Approval Hearing. However, if the Court rejects your objection, you will still be bound by the terms of the settlement.

To object in writing, you must mail a written objection to the Settlement Administrator (at the address in Section 13 herein). Any written objection must contain the case name, a statement of your objection to this settlement, accompanied by legal support or documents, if any. Your objection must be individual (not part of any group or joint objection) contain your full name, current address, and personal signature (not that of an attorney or other representative). To be valid and effective, any objections to approval of the settlement must be postmarked no later than the Response Deadline of **May 23, 2022**. **DO NOT TELEPHONE THE COURT.**

You may also object to the Settlement orally by appearing in person at the Fairness Hearing. If you intend to appear and be heard at the Fairness Hearing, you shall be required to state your full name, specific reason(s) for the objection; and if applicable, present any and all evidence in connection with their objections.

You do not have to attend the hearing, but you may do so at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

If the Court approves the settlement despite any objections, you will receive your settlement proceeds and will be bound by the terms of the settlement (including the Released Claims described in section 12 herein).

16. How Do I Get Additional Information?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should consult the detailed Stipulation And Settlement Of Class And Representative Action (“Settlement Agreement”) between Plaintiff and ILSC, which is posted on the Settlement Administrator’s website at <http://www.phoenixclassaction.com/>

You may also refer to the pleadings, the Stipulation and Settlement, and other papers filed in the Action, which may be inspected at the Office of the Clerk for the Superior Court of California, County of San Francisco, located at 400 McAllister Street, Room 103, San Francisco, California, during the Court’s business hours. The pleadings, orders, papers, and files related to this case can be accessed online free of charge at <https://sfsuperiorcourt.org/online-services> using the case number: CGC-19-581622.

Class Counsel

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**PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE
OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS
SETTLEMENT OR THE CLAIM PROCESS.**

**If you have any questions, you can call the Settlement Administrator
at (800) 523-5773 or Class Counsel at (415) 930-9072.**

**BY ORDER OF SUPERIOR COURT OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO**