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CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

FEB 03 2020

Sherri R. Carter, Executive Officer/Clerk
By: Isabel Arellanes, Deputy

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13 Attorneys for Plaintiff Daniela Caesar-Roden, individually
14 and on behalf of all others similarly situated

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 FOR THE COUNTY OF LOS ANGELES

17 DANIELA CAESAR-RODEN, individually
18 and on behalf of all others similarly situated,

Case No.: BC711991

Assigned to Hon. Kenneth R. Freeman
Dept. SSC-14

19 Plaintiff,

~~PROPOSED~~ ORDER:

20 vs.

21 YOGA WORKS, INC., and DOES 1 through
22 25,

- (1) PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT;
- (2) CONDITIONALLY CERTIFYING A CLASS FOR SETTLEMENT PURPOSES ONLY;
- (3) APPROVING THE NOTICE OF SETTLEMENT; AND
- (4) SETTING A HEARING ON MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

23 Defendants.

DATE: January 28, 2020
TIME: 11:00 a.m.
PLACE: Spring Street Courthouse
Dept. 14
312 N. Spring Street
Los Angeles, CA 90012

Case Filed: July 2, 2018

RECEIVED

DEC 12 2019

FILING WINDOW

1 The Court, having considered Plaintiff Daniela Caesar-Roden’s Motion for
2 Preliminary Approval of Class Action Settlement, the Declaration of Aaron Gundzik, the
3 Supplemental Declaration of Aaron Gundzik, the Second Supplemental Declaration of
4 Aaron Gundzik, the parties’ Stipulation and Order re Motion for Preliminary Approval, the
5 Declaration of the settlement administrator, the Second Amended Stipulation of Class
6 Action Settlement (“Stipulation” or “Settlement Agreement”) executed by the parties, as
7 well as the Notice of Proposed Class Action Settlement (“Notice of Settlement”) attached as
8 Exhibit “1” hereto, makes the following findings:

9 1. The parties to this action are Plaintiff Daniela Caesar-Roden (“Plaintiff”) and
10 Defendant Yoga Works, Inc. (“Defendant”). Plaintiff seeks to represent a class all current
11 and former Pilates instructors, yoga instructors, and other teachers or employees who were
12 paid on a piece-rate basis by Defendant in California during the Class Period, from July 2,
13 2014 through July 21, 2019.

14 2. After participating in an arms-length mediation, Plaintiff and Defendant have
15 agreed to a proposed settlement of this action on behalf of the class that Plaintiff seeks to
16 represent. The terms of the proposed settlement are fully set forth in the Settlement
17 Agreement (included as Exhibit B to the December 5, 2019 Second Supplemental
18 Declaration of Aaron C. Gundzik in further support of Plaintiff’s motion for preliminary
19 approval).

20 3. The terms of the proposed settlement include the following:
21 a. The proposed Class consists of all current and former Pilates
22 instructors, yoga instructors, and other teachers or employees who were paid on a
23 piece-rate basis by Defendant in California during the Class Period.
24 b. The Class Period is from July 2, 2014 through July 21, 2019.
25 c. In settlement, Defendant will pay the gross amount of \$1,000,000,
26 plus the employer’s share of withholding taxes. From the gross settlement amount,
27 the parties propose to deduct fees for settlement administration costs (\$17,500),
28 payment to the Labor and Workforce Development Agency (“LWDA”) of \$15,000

1 in settlement of claims under the California Labor Code Private Attorneys General
2 Act (“PAGA”), a service and release payment to Plaintiff Daniela Caesar-Roden in
3 the amount of \$10,000, Class Counsel’s reasonable and actual costs, not to exceed
4 \$15,000, and Class counsel’s attorneys’ fees as approved by the Court, but not to
5 exceed \$333,333.

6 d. The amount remaining, after deductions approved by the Court, will
7 be distributed to individual Settlement Class Members in accord with the formula
8 specified in the Settlement Agreement.

9 4. The Parties propose that notice of this proposed settlement be sent to all Class
10 members by regular mail and that Class members shall have forty-five (45) days to opt out
11 of or object to the settlement.

12 5. The proposed Class counsel are experienced, and, in their view, the proposed
13 settlement is fair and reasonable.

14 6. The proposed settlement is fair and reasonable to Class members.

15 7. The notice procedure set forth in the Settlement Agreement will adequately
16 notify the Class of the settlement and of their right to opt out or object.

17 8. The Settlement Agreement and Notice include a proposed release which will
18 bind those Class members who do not opt out of the Class.

19 Based upon the foregoing, **IT IS HEREBY ORDERED THAT:**

20 1. The motion is granted.

21 2. The class action settlement, as set forth in the Settlement Agreement, is
22 preliminarily approved pursuant to Rules of Court 3.766 and 3.769.

23 3. The proposed class is provisionally certified as an opt-out class action under
24 Section 382 of the Code of Civil Procedure solely for the purpose of the settlement of this
25 matter, with the class defined as specified above and in the Settlement Agreement.

26 4. Plaintiff Daniela Caesar-Roden is appointed as the class representative for the
27 provisionally-certified class.

28

1 5. Aaron C. Gundzik and Daniel Holzman are appointed as Class counsel for
2 the provisionally-certified class.

3 6. Phoenix Class Action Administration Solutions is approved as the Settlement
4 Administrator.

5 7. The Notice of Settlement substantially in the form attached hereto as Exhibit
6 1 is approved and the Settlement Administrator is authorized to send the Notice of
7 Settlement to the provisionally-certified class.

8 8. The Court directs the settlement administrator to mail the Notice of
9 Settlement to the Class members in a manner consistent with the Settlement Agreement.

10 9. The Court preliminarily approves of the Class release in the Settlement
11 Agreement.

12 10. The Court directs that any and all objections to the Settlement be sent to the
13 Settlement Administrator and postmarked no later than forty-five (45) calendar days after
14 the Notice of Settlement is mailed or re-mailed, as specified in the Settlement Agreement.

15 11. The Court directs that all requests for exclusion must be sent to the
16 Settlement Administrator and postmarked no later than forty-five (45) calendar days after
17 the Notice of Settlement is mailed or re-mailed, as specified in the Settlement Agreement.

18 12. A Final Approval Hearing on the question of whether the proposed class
19 settlement should be finally approved as fair, reasonable, and adequate as to the members
20 of the proposed settlement class, for approval of Class Counsel's Attorneys' Fees and Class
21 Counsel's Costs, for approval of the service and release payment to the class representative
22 Daniela Caesar-Roden, for approval of the fees of the settlement administrator and for
23 approval of the payment to the LWDA in settlement of all PAGA claims is set for _____
24 May 21, 2020 at 10:00am in Department 14 of the above-entitled Court. As
25 provided for in the Settlement Agreement, this date is no earlier than 90 days from date of
26 initial mailing of the Notices of Settlement.

27 13. The Court orders that the papers in support of the final approval of the
28 settlement and Plaintiff's award of attorneys' fees and costs shall be filed by April 21, 2020.

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14. Based on the terms of the Settlement Agreement, the following sets forth the proposed schedule of events to occur with respect to the effectuation of the settlement:

| Event | Date |
|--|-------------------|
| Deadline for Defendant to provide Class data to settlement administrator (within fourteen (14) days of preliminary approval) | February 11, 2020 |
| Deadline to mail Notice of Settlement to Class Members (within ten (10) days of receipt of class data from Defendant) | February 21, 2020 |
| Initial deadline to dispute workdays, opt out of or object to settlement (within forty-five (45) days of mailing) | April 6, 2020 |

Dated: FEB 03 2020

KENNETH R. FREEMAN
Hon. Kenneth R. Freeman

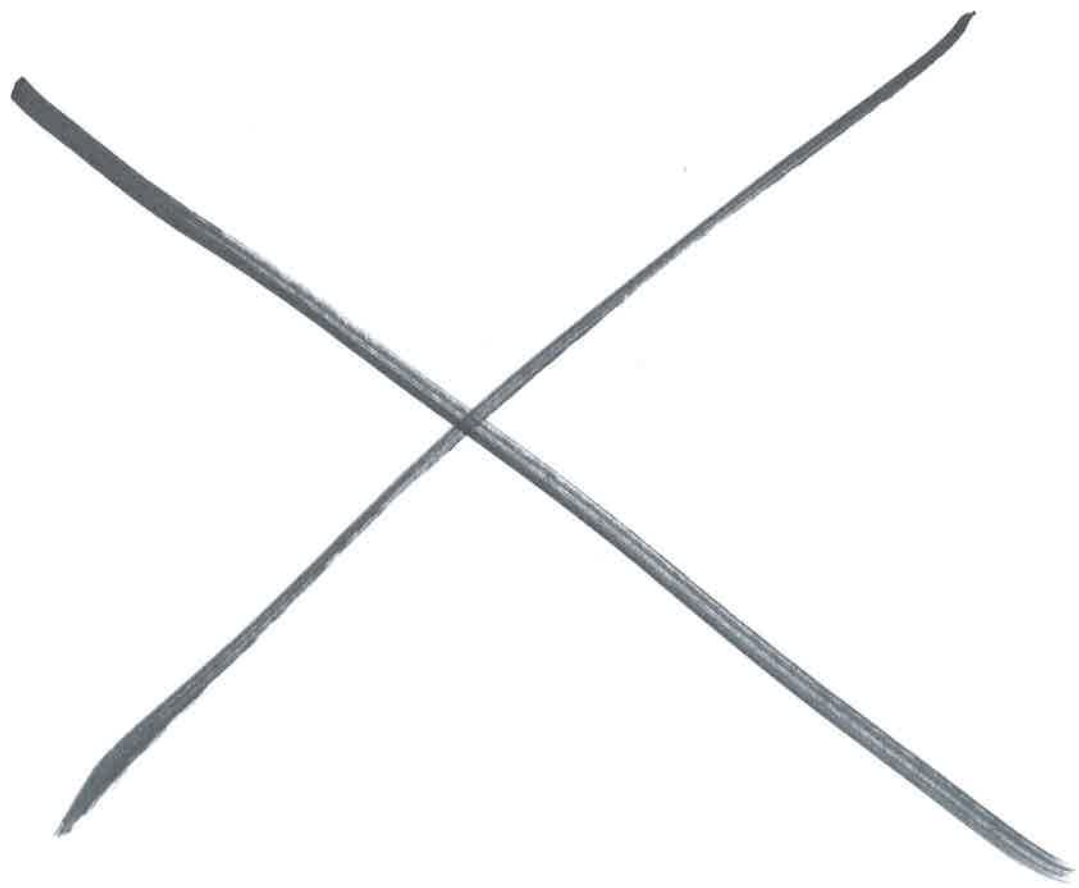


Exhibit 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Caesar-Roden v. Yoga Works, Inc.

Los Angeles Superior Court Case Number BC711991

If you are a current or former instructor who worked for Yoga Works, Inc. in California and were paid on a piece-rate basis, you may be entitled to receive money from a class action settlement.

*The California Superior Court, County of Los Angeles authorized this notice.
This is not a solicitation from a lawyer.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

You are receiving this Notice because the Court has preliminarily approved a proposed settlement in a class action filed on behalf of Pilates instructors, yoga instructors, and other teachers or employees who were paid on a piece-rate basis by Yoga Works, Inc. ("Defendant") in California from July 2, 2014 through July 21, 2019. The proposed settlement will resolve all Released Claims (defined below) against Defendant. A hearing addressing the fairness, adequacy, and reasonableness of the settlement will be held on _____ at _____.m. to determine whether the settlement should receive the Court's final approval.

If you are a member of the settlement class, you will receive a settlement payment and will be bound by the terms of the release described below, unless you properly submit a timely Request for Exclusion from the settlement (described below). This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described below) no later than [45 days from mailing] otherwise you will be bound by the terms of the settlement.

1. PURPOSE OF THIS NOTICE

The Court has ordered that this Notice be sent to you because you have been identified as a member of the class by Defendant's records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT

The people eligible to receive a settlement payment are all Pilates instructors, yoga instructors, and other teachers or employees of Yoga Works, Inc. who were paid on a piece-rate basis from July 2, 2014 through July 21, 2019.

3. DESCRIPTION OF THE ACTION

A former instructor of Yoga Works, Inc. ("Plaintiff") filed a class action complaint against Defendant in the Los Angeles County Superior Court on July 2, 2018 and a First Amended Complaint on December 4, 2018 (the "Action"). Her First Amended Complaint alleges that she and other instructors who worked for Defendant were not paid at least minimum wage for their nonproductive time and rest breaks taken, were not paid all overtime amounts due to them at overtime rates of pay, were not paid reporting time wages, were not provided with compliant meal and rest breaks, were not provided compliant wage statements, were not paid the correct amount for sick leave, were not paid all amounts due at separation, and were not reimbursed for all of their necessary business expenditures. Based on these facts and others, Plaintiff's First Amended Complaint alleges causes of action for: (1) failure to pay piece-rate employees for nonproductive time and rest breaks taken, (2) failure to pay overtime, (3) failure to pay reporting time wages, (4) failure to provide compliant meal and rest breaks, (5) noncompliant wage statements, (6) failure to pay sick leave wages at the correct hourly rate, (7) failure to pay all amounts due at time of discharge, (8) failure to reimburse necessary expenditures, (9) unfair business practices, and (10) violation of the Private Attorneys' General Act (PAGA).

FOR MORE INFORMATION CALL 1-800-_____.

Defendant denies all of Plaintiff's allegations and denies any wrongdoing. Among other things, Defendant contends that all employees have been properly compensated and that Defendant complied with all applicable federal and California labor laws.

The Court has made no ruling on the merits of the alleged claims or the defenses asserted by Defendant. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for _____, 2019 at _____.m. (the "Final Approval Hearing").

4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys representing the class ("Class Counsel") are:

| | |
|--|---|
| Aaron C. Gundzik GARTENBERG GELFAND HAYTON LLP 15260 Ventura Blvd., Suite 1920 Sherman Oaks, CA 91403 Telephone: (213) 542-2100 Facsimile: (213) 542-2101 | Daniel M. Holzman CASKEY & HOLZMAN 24025 Park Sorrento, Ste. 400 Calabasas, CA 91302 Telephone: (818) 657-1070 Facsimile: (818) 297-1775 |
|--|---|

Attorneys representing Defendant are:

| | |
|---|---|
| Mia Farber JACKSON LEWIS P.C. 725 South Figueroa Street, Suite 2500 Los Angeles, California 90017-5408 FarberM@jacksonlewis.com Telephone: (213) 689-0404 Facsimile: (213) 689-0430 | David Montgomery JACKSON LEWIS P.C. PNC Center 26th Floor 201 E. Fifth Street Cincinnati, OH 45202 Telephone: (513) 898-0050 Facsimile: (513) 898-0051 |
|---|---|

5. THE TERMS OF THE PROPOSED SETTLEMENT

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action Settlement ("Settlement Agreement"), a copy of which is filed with the Court. You can also obtain a copy of the Settlement Agreement from Class Counsel (see contact information in Section 4 above) or review it on the following website: www._____.

Defendant has agreed to pay \$1,000,000.00 to settle any and all obligations for the claims alleged in the lawsuit. This amount is called the Gross Settlement Amount. The Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys' fees and costs, a service and release payment to the Plaintiff, and funds owed to the state of California in settlement of penalties. All of these payments will be deducted from the Gross Settlement Amount. The remaining amount (called the Net Settlement Amount) will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

(a) **Attorneys' Fees and Costs:** Class Counsel has worked on this matter without compensation and has advanced funds to pay for expenses necessary to prosecute the class action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$333,333 to compensate them for their work on the case, plus their reasonable costs and expenses incurred in the litigation not to exceed \$15,000. Subject to court approval, the attorneys' fees and costs will be deducted from the Gross Settlement Amount.

(b) **Service and Release Payment:** The Plaintiff is requesting a service and release payment not to exceed \$10,000, in addition to the amount she will receive as a member of the class, to compensate her for undergoing the burden and expense of bringing and prosecuting the action, and for the broader release of claims she is required to execute. Subject to court approval, the service and release payment will be deducted from the Gross Settlement Amount.

(c) **Settlement Administration Costs:** The Settlement Administrator, Phoenix Settlement Administrators, has advised the parties that the settlement administration costs will not exceed \$17,500. Subject to court approval, the settlement administration costs will be deducted from the Gross Settlement Amount.

FOR MORE INFORMATION CALL 1-800-_____.

(d) Payment to State of California: A total of \$20,000 of the Gross Settlement Amount will be allocated to settle allegations that Defendant owes penalties to the state for alleged violations of the California Labor Code. Of this amount, \$15,000 (75%) will be paid to the California Labor & Workforce Development Agency ("LWDA"). Subject to court approval, the \$15,000 payment to the LWDA will also be deducted from the Gross Settlement Amount. The other 25%, which is \$5,000, will be distributed to class members as part of the Net Settlement amount discussed below.

(e) Payments to Settlement Class Members: The remainder of the Gross Settlement Amount (called the Net Settlement Amount) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). The amount of each Settlement Class Member's share of the Net Settlement Amount will be calculated by dividing the individual's total number of qualifying piece-rate units (each "piece-rate unit" represents a class taught by the Settlement Class Member) during the Class Period by the total number of piece-rate units for all Settlement Class Members during the Class Period and multiplying that fraction by the Net Settlement Amount.

6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to Defendant's records, you worked a total of ___ piece-rate units during the Class Period. Under the settlement, you will receive approximately \$ _____. This amount may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, service and release payment to Plaintiff, payment to the LWDA, and disputes by other class members regarding their piece-rate units during the Class Period. To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.

7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to class members after the settlement is finally approved. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise it will be voided and the amount of your settlement payment will be sent to the California State Controller's Office Unclaimed Property Fund in your name and you will need to contact that agency to obtain your funds. For tax purposes, twenty-five percent (25%) of your settlement payment shall be attributed to wages and reported on a W-2 form; twenty-five percent (25%) as reimbursement of expenses; twenty-five percent (25%) as penalties; and twenty-five (25%) percent as interest. The amount of expense reimbursement, interest, and penalties will be reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies actually are received by the Settlement Class Members. It is expressly understood and agreed that the receipt of Settlement Payments shall not entitle any Settlement Class Member to additional compensation or benefits under any agreement or under any bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle any Settlement Class Member to any increased pension and/or retirement, or other deferred compensation benefits. The Settlement Payments are the sole payments to be made by Defendant to Settlement Class Members in connection with this Settlement, with the exception of Plaintiff (who may also receive a Service and Release Award), and that the Settlement Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Payments. Furthermore, the receipt of Settlement Payments by Settlement Class Members shall not, and does not, by itself establish any general, special, or joint employment relationship between any Settlement Class Member and Defendant.

8. RELEASE OF CLAIMS

Unless you submit a valid Request for Exclusion (described below), you will release Yoga Works, Inc. and all its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims from all claims under state, federal or local law, whether statutory, common law or administrative law, arising during the Class Period which were made in the First Amended Complaint or which could have been made based upon the facts alleged in the First Amended Complaint, including but not limited to: claims for failure to pay wages for all hours worked (including non-productive time), failure to pay overtime wages, unreimbursed expenses, rest period violations, meal period violations, pay for rest breaks, failure to pay sick leave at proper rates, failure to maintain proper

FOR MORE INFORMATION CALL 1-800-_____.

records, itemized wage statement violations, failure to pay reporting time wages, waiting time penalties, declaratory relief arising out of any of the aforementioned claims, claims for violation of the California Business and Professions Code, and claims for violation of the California Private Attorneys General Act, and shall encompass remedies of injunctive relief, punitive damages, liquidated damages, penalties of any nature, interest, fees, and costs. This release is for conduct occurring from July 2, 2014 through July 21, 2019. The claims covered by this release are referred to as the "Released Claims."

9. YOUR OPTIONS

As a member of the settlement class you have four options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

(a) You Can Do Nothing.

If you do nothing, you will remain a member of the settlement class and will receive a settlement payment. You will also be bound by the release of claims set forth in Section 8 above. The payment will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance. This deadline to cash the payment shall not be extended for you absent Court Order.

(b) You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.

You can contest the number of piece-rate units that you worked which is identified for you in Section 6 above. To do so, you must provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case (*Caesar-Roden v. Yoga Works, Inc.*, Case No. BC711991). You must provide written documentation supporting the number of piece-rate units you believe that you worked; otherwise, the number listed above will be presumed correct. You must postmark your written statement no later than [45 days from mailing]. The Settlement Administrator will consider the documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will mail you its final determination.

(c) You Can Exclude Yourself from the Settlement Class.

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by sending the Settlement Administrator a written Request for Exclusion at the address specified in Section 11 below. The deadline to postmark a Request for Exclusion is [45 days from mailing]. A Request for Exclusion is a written statement unambiguously requesting to be excluded from the settlement class. The Request for Exclusion must include the case name (*Caesar-Roden v. Yoga Works, Inc.*, Case No. BC711991), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked on or before the deadline, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8 above; however, you will not receive any money under the settlement. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against Defendant.

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement if it is approved by the Court and by the judgment, and you will receive a settlement payment.

(d) You Can Object to the Settlement.

If you are a member of the settlement class who does not submit a Request for Exclusion from the settlement, you may object to the settlement by sending your written objections to the Settlement Administrator at the address specified in Section 11 below. The deadline to postmark objections is [45 days from mailing]. Only class members who have not requested exclusion may object to the settlement.

FOR MORE INFORMATION CALL 1-800-_____.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*Caesar-Roden v. Yoga Works, Inc.*, Case No. BC711991).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release payment to the Plaintiff, and Class Counsel's request for attorneys' fees and costs, and other issues will be held on _____, 2019 at _____.m., in Department 14 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, CA 90012. You may attend the Final Approval Hearing and be heard even if you do not submit an objection to the settlement. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time.

11. NON-RETALIATION

Defendant will not retaliate or take any adverse action against a class member for participating in the settlement.

12. ADDITIONAL INFORMATION.

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, CA 90012. You may also review the settlement agreement and other documents on-line at www.____ or you may contact the Settlement Administrator as follows:

Phoenix Class Action Administration Solutions

Telephone: _____
Facsimile: _____
Email: _____
Website: _____

You may also contact Class Counsel at the address and telephone number provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

FOR MORE INFORMATION CALL 1-800-_____.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 15260 Ventura Blvd., Suite 1920, Sherman Oaks, California 91403.

On December 12, 2019, I served the following document described as

- **[PROPOSED] ORDER**

on the interested parties in this action:

(X) by serving () the original **(X)** true copies thereof as follows:

Please see attached service list

| | |
|--|---|
| <p>() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.</p> | <p>() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (213) 542-2101. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.</p> |
| <p>() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.</p> | <p>(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served through Case Anywhere pursuant to the Court's Order Authorizing Electronic Service dated October 22, 2019 to the names and email addresses listed on the Service List attached hereto.</p> |

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on December 12, 2019, at Sherman Oaks, California.


Nicole Salazar

Electronic Service List

Case: **Caesar-Roden, et al. v. Yoga Works, Inc.**
Case Info: **BC711991, Los Angeles Superior Court**

Caskey & Holzman

Cory Barari, Esq. (nbarari@caskeyholzman.com)
Marshall Caskey, Esq. (mcaskey@caskeyholzman.com)
Daniel Holzman, Esq. (dholzman@caskeyholzman.com)
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Phone: (818) 657-1070
Fax: (818) 297-1775

Representing: Daniela Caesar-Roden, et al.

Gartenberg Gelfand Hayton LLP

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Rebecca Gundzik, Esq. (rgundzik@gghslaw.com)
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Representing: Daniela Caesar-Roden, et al.

Jackson Lewis P.C.

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Fax: (213) 689-0430

Representing: Yoga Works, Inc.

Jackson Lewis P.C.

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Cincinnati, OH 45202
Phone: (513) 898-0050
Fax: (513) 898-0051

Representing: Yoga Works, Inc.