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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff,

vs.

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

Defendants.

Case No.: BC711991

**SECOND AMENDED STIPULATION  
OF CLASS ACTION SETTLEMENT**

**Complaint Filed: July 2, 2018**

1 This Second Amended Stipulation of Class Action Settlement is intended to fully  
2 replace and supersede the First Amended Stipulation of Class Action Settlement that the  
3 Parties entered into on or about September 24, 2019.

4 **I. INTRODUCTION AND SUMMARY OF SETTLEMENT TERMS**

5 This action was brought by Plaintiff Daniela Caesar-Roden (“Plaintiff”), individually  
6 and on behalf of all current and former pilates instructors, yoga instructors, and other teachers  
7 or employees who were paid on a piece-rate basis by Defendant Yoga Works, Inc.  
8 (“Defendant”) in California during the Class Period, as defined below. In her First Amended  
9 Complaint, Plaintiff alleges causes of action against Defendant for (1) failure to pay piece-  
10 rate employees for nonproductive time and rest breaks taken, (2) failure to pay overtime, (3)  
11 failure to pay reporting time wages, (4) failure to provide compliant meal and rest breaks, (5)  
12 noncompliant wage statements, (6) failure to pay sick leave wages at the correct hourly rate,  
13 (7) failure to pay all amounts due at time of discharge, (8) failure to reimburse necessary  
14 expenditures, (9) unfair business practices, and (10) violation of the Private Attorneys’  
15 General Act (PAGA).

16 Under the terms of the Settlement and after final approval and entry of judgment  
17 pursuant to California Rule of Court 3.769, Defendant will pay a gross settlement amount of  
18 one million dollars (\$1,000,000) (“Gross Settlement Amount”), plus the employer’s share of  
19 payroll taxes. The Settlement will be administered by a third-party settlement administrator  
20 with experience administering class action settlements of this type. Until distribution, the  
21 Gross Settlement Amount will be held in a Qualified Settlement Fund established by the  
22 Settlement Administrator. This is an opt-out settlement, and Class Members (as defined in  
23 Section II) will receive a settlement payment unless they opt-out of the Settlement. Settlement  
24 Class Members shall not be required to submit a claim form.

25 The Parties agree that the following disbursements will be made from the Gross  
26 Settlement Amount, subject to Court approval at the Final Fairness and Approval Hearing:

- 27 A. Settlement Administration Costs, estimated to be \$17,500.

28

1 B. Class Counsel's Attorneys' Fees, to be approved by the Court, in an amount  
2 not to exceed three hundred thirty-three thousand three hundred thirty-three dollars  
3 (\$333,333), which is one-third of the Gross Settlement Amount;

4 C. Class Counsel's Costs, as approved by the Court, in an amount not to exceed  
5 \$15,000;

6 D. A Service and Release Award to the Representative Plaintiff in the amount of  
7 \$10,000 as payment for her time and efforts in pursuing this Action, and for the broader release  
8 and other covenants that she will be providing to Defendant;

9 E. A payment of \$15,000 to the California Labor and Workforce Development  
10 Agency ("LWDA"), which is 75% of the total PAGA allocation of \$20,000. The other 25%  
11 of the PAGA allocation (\$5,000) will become part of the Net Settlement Amount distributed  
12 to the Settlement Class.

13 F. The remainder of the Gross Settlement Amount (the "Net Settlement Amount")  
14 will be distributed to Settlement Class Members based on the methodology discussed in  
15 section IV.J.1, below. It is estimated that the Net Settlement Amount will be approximately  
16 \$609,167, after deductions for Class Counsel's Attorneys' Fees, Class Counsel's Costs,  
17 Settlement Administration Costs, the Service and Release Award, and the payment to the  
18 LWDA.

19 Defendant represents that the Class consisted of approximately 1,809 members as of  
20 August 9, 2018.

## 21 **II. DEFINITIONS**

22 As used in this Stipulation, the following terms shall have the meanings set forth  
23 below:

24 A. "Action" means this putative class and representative action pending in Los  
25 Angeles County Superior Court titled *Daniela Caesar-Roden v. Yoga Works, Inc.*, Los  
26 Angeles Superior Court Case Number BC711991.

27 B. "Agreement" or "Stipulation" means this Stipulation of Class Action  
28 Settlement.

1 C. "Class" means all current and former pilates instructors, yoga instructors, and  
2 other teachers or employees who were paid on a piece-rate basis by Defendant in California  
3 during the Class Period.

4 D. "Class Counsel" means Aaron C. Gundzik and Rebecca G. Gundzik,  
5 Gartenberg Gelfand Hayton LLP, 15260 Ventura Blvd, Suite 1920, Sherman Oaks, CA 91403,  
6 (213) 542-2100, and Daniel M. Holzman, Caskey & Holzman, 24025 Park Sorrento, Ste. 400,  
7 Calabasas, CA 91302, (818) 657-1070.

8 E. "Class Counsel's Attorneys' Fees" means the amount to be paid to Class  
9 Counsel for attorneys' fees, subject to Court approval at the Final Fairness and Approval  
10 Hearing. Class Counsel may seek up to one-third of the Gross Settlement Amount, which is  
11 \$333,333, for Class Counsel's Attorney's Fees.

12 F. "Class Counsel's Costs" means the amount to be reimbursed to Class Counsel  
13 for their reasonable costs and expenses incurred in the Action, subject to Court approval at the  
14 Final Fairness and Approval Hearing. Class Counsel's Costs will not exceed \$15,000.

15 G. "Class Data" means each Class Member's full name and, last known address,  
16 telephone number, email address (if known), social security number and the number of  
17 Qualifying Piece-Rate Units earned by such Class Member.

18 H. "Class Member" is a person who is a member of the Class.

19 I. "Class Period" means the period from July 2, 2014 through July 21, 2019.

20 J. "Complaint" means the First Amended Complaint on file in the Action.

21 K. "Court" means the Superior Court of the State of California, in and for the  
22 County of Los Angeles, where the Action is pending.

23 L. "Day" means calendar day, except that any action or deadline that falls on a  
24 Saturday, Sunday, or legal holiday shall be extended to the next court day.

25 M. "Defendant's Counsel" means Mia Farber, Jackson Lewis P.C., 725 South  
26 Figueroa Street, Suite 2500, Los Angeles, California 90017-5408, (213) 689-0404 and David  
27 Montgomery, Jackson Lewis P.C., PNC Center, 26th Floor, 201 E. Fifth Street, Cincinnati,  
28 OH 45202, (513) 898 0050.

1 N. "Effective Date" means 65 days from the date of entry of a final judgment  
2 which grants final approval of this Settlement, if no objection to the Settlement is filed and  
3 Plaintiff and Class Counsel waive their rights to appeal the final judgment. In the event there  
4 are written objections filed prior to the Final Fairness and Approval Hearing which are not  
5 later withdrawn or denied, then the Effective Date shall mean the later of (1) five business  
6 days after the period for filing any appeal opposing the Court's Final Approval Order has  
7 elapsed without any appeal, writ or other appellate proceeding having been filed, or (2) if  
8 any appeal, writ or other appellate proceeding opposing the Court's Final Approval Order  
9 has been filed, five business days after any appeal, writ or other appellate proceeding has  
10 been finally and conclusively dismissed with no right to pursue further remedies or relief.

11 O. "Employer's Withholding Share" means Defendant's share of all federal,  
12 state, and local taxes and required withholdings, including without limitation, FICA,  
13 Medicare tax, FUTA, and state unemployment taxes.

14 P. "Final Approval Order" means the Order Granting Final Approval of Class  
15 Action Settlement and Judgment entered by the Court.

16 Q. "Final Fairness and Approval Hearing" means the hearing on Plaintiff's  
17 Motion for Final Approval of Class Action Settlement at which the Court will be asked to  
18 give final approval to the settlement terms set forth herein and to enter judgment.

19 R. "Gross Settlement Amount" means the one million dollars (\$1,000,000)  
20 which Defendant will pay under this Settlement.

21 S. "Net Settlement Amount" means the amount remaining from the Gross  
22 Settlement Amount after payments of Court-approved Class Counsel's Attorney's Fees and  
23 Class Counsel's Costs, Service and Release Award to the Representative Plaintiff,  
24 Settlement Administration Costs, and payment to the LWDA.

25 T. "Notice of Settlement" means the "Notice of Proposed Class Action  
26 Settlement and Final Approval Hearing," the form of which is attached hereto as Exhibit A.

27 U. "Objection to Settlement" means any written objection to this Settlement sent  
28 by a Settlement Class Member to the Settlement Administrator as specified herein and in the

1 Notice of Settlement. An Objection to Settlement must be sent to the Settlement  
2 Administrator within the time limitations set forth in this Stipulation.

3 V. "PAGA Settlement Amount" means \$20,000 of the Gross Settlement Amount  
4 that the Parties intend to as a settlement of Plaintiff's PAGA claims. Seventy-five percent  
5 (75%) of the PAGA Settlement Amount, which is \$15,000, will be paid to the LWDA. The  
6 other 25% of the PAGA Settlement Amount, which is \$5,000, will be distributed to the  
7 Settlement Class as part of the Net Settlement Amount.

8 W. "Parties" means the Representative Plaintiff on behalf of herself and all  
9 Settlement Class Members and Defendant.

10 X. "Preliminary Approval Date" is the date that the Court grants preliminary  
11 approval of this Settlement pursuant to California Rule of Court 3.769(c).

12 Y. "Qualified Settlement Fund" or QSF means a federally insured bank account  
13 to be established by the Settlement Administrator into which all payments from Defendant  
14 related to this Settlement will be deposited and from which all payments authorized by the  
15 Court will be made. The QSF will be established prior to Defendant's deposit of the Gross  
16 Settlement Amount.

17 Y. "Qualifying Piece-Rate Unit" means a piece-rate unit of compensation earned  
18 by a Class Member while working for Defendant during the Class Period.

19 Z. As determined by the Court, "Released Claims" means all claims under state,  
20 federal or local law, whether statutory, common law or administrative law arising during the  
21 Class Period which were made in the Complaint or which could have been made based upon  
22 the facts alleged in the Complaint, including but not limited to: claims for failure to pay  
23 wages for all hours worked (including non-productive time), failure to pay overtime wages,  
24 unreimbursed expenses, rest period violations, meal period violations, pay for rest breaks,  
25 failure to pay sick leave at proper rates, failure to maintain proper records, itemized wage  
26 statement violations, failure to pay reporting time wages, waiting time penalties, declaratory  
27 relief arising out of any of the aforementioned claims, claims for violation of the California  
28 Business and Professions Code, and claims for violation of the California Private Attorneys

1 General Act, and shall encompass remedies of injunctive relief, punitive damages, liquidated  
2 damages, penalties of any nature, interest, fees, and costs.

3 The release of federal claims shall be effectuated by including a statement printed on  
4 each settlement check sent to Settlement Class Members advising that cashing such check  
5 constitutes consent under the FLSA to opt into the collective action and to release all claims  
6 under the FLSA.

7 AA. "Released Parties" means Defendant and all its present and former parent  
8 companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers,  
9 directors, employees, agents, attorneys, insurers, successors and assigns, and any individual  
10 or entity which could be liable for any of the Released Claims.

11 BB. "Representative Plaintiff" means Daniela Caesar-Roden.

12 CC. "Request for Exclusion" means a written and signed request by a Class  
13 Member to be excluded from the Settlement Class that is submitted in accordance with the  
14 procedure set forth herein, also known as an "opt-out request."

15 DD. "Service and Release Award" means the payment to be made to the  
16 Representative Plaintiff for her service to the Class and for the broader general release that  
17 she is providing to Defendant, which is in addition to whatever payment she otherwise  
18 would be entitled to receive as a Settlement Class Member. Plaintiff will request that the  
19 court approve a Service and Release Award of no more than \$10,000. The Service and  
20 Release Award is subject to Court approval.

21 EE. "Settlement" means the disposition of the Action and all related claims  
22 effectuated by this Agreement.

23 FF. "Settlement Administration Costs" means the fees and costs incurred or  
24 charged by the Settlement Administrator in connection with the execution of its duties under  
25 this Agreement including, but not limited to fees and costs associated with: (1) establishing  
26 and maintaining the QSF; (2) preparing, issuing and/or monitoring reports, filings, and  
27 notices (including the cost of printing and mailing all notices and other documents to the  
28 Class Members) required to be prepared in the course of administering the Settlement; (3)

1 computing the amount of the settlement payments, taxes, and any other payments to be  
2 made under this Agreement; (4) calculating and handling inquiries about the calculation of  
3 individual settlement payments; (5) establishing and operating a settlement payment center  
4 website, address, and phone number to receive Class Members' inquiries about the  
5 Settlement; (6) providing a due diligence declaration for submission to the Court prior to the  
6 final approval hearing; (7) printing and providing Settlement Class Members and the  
7 Plaintiff with W-2 and 1099 forms as required under this Agreement and applicable law; (8)  
8 preparing, issuing, and filing any tax returns and information returns and any other filings  
9 required by any governmental taxing authority or other governmental agency; and (9) for  
10 such other tasks as the Parties mutually agree or the Court orders the Settlement  
11 Administrator to perform. The Settlement Administration Costs will not exceed \$17,500.  
12 Settlement Administration Costs will be paid out of the Gross Settlement Amount.

13 GG. "Settlement Administrator" refers to Phoenix Class Action Administration  
14 Solutions.

15 HH. "Settlement Class" means all Class Members who have not submitted a  
16 timely and complete Request for Exclusion.

17 II. "Settlement Class Member" is a person who is a member of the Settlement  
18 Class.

19 **III. BACKGROUND**

20 During the Class Period, Defendant operated yoga and exercise studios in California.  
21 Plaintiff contends that she and other employees of Defendant who were paid on a piece-rate  
22 basis were not paid at least minimum wage for their nonproductive time and rest breaks  
23 taken, were not paid all overtime amounts due to them at overtime rates of pay, were not  
24 paid reporting time wages, were not provided with compliant meal and rest breaks, were not  
25 provided compliant wage statements, were not paid the correct amount for sick leave, were  
26 not paid all amounts due at separation, and were not reimbursed for all of their necessary  
27 business expenditures. Defendant denies all of Plaintiff's claims and contends, among other  
28 things, that all Class Members were properly paid for all work within the required time



1 frame as well as sick leave pay, that all expenses incurred by Class Members were  
2 reimbursed and that Class Members were provided with compliant meal and rest breaks.

3         The Parties have undertaken significant investigation and informal discovery during  
4 the prosecution of this Action. Such discovery and investigation include extensively  
5 interviewing the Representative Plaintiff and other Class Members, Defendant's production  
6 and Plaintiff's counsel's review of personnel records, policies, as well as time records for a  
7 sample of Class Members during the Class Period, and other detailed information relevant to  
8 the Class Members' claims. Counsel for the Parties have investigated the law as applied to  
9 the facts discovered regarding the alleged claims of the Class and potential defenses thereto,  
10 and the potential damages claimed by the Class, including the review of the records  
11 produced by Defendant to Class Counsel for the purposes of mediation and with an eye  
12 towards class certification.

13         The Parties' attorneys have engaged in extensive discussions about the strengths and  
14 weaknesses of the claims and defenses in the Action. On March 21, 2019, the Representative  
15 Plaintiff and Class Counsel, and Defendant and Defendant's Counsel, attended a mediation  
16 session before an experienced and well-regarded mediator, Gig Kyriacou. The mediation  
17 resulted in the principle elements of this Agreement.

18         Plaintiff and Class Counsel have concluded, after considering the sharply disputed  
19 factual and legal issues involved in this Action, the risks attending further prosecution, and  
20 the substantial benefits to be received pursuant to the compromise and settlement of the  
21 Action as set forth in this Agreement, that this Settlement is in the best interests of the  
22 Representative Plaintiff and the Settlement Class and is fair and reasonable.

23         Similarly, Defendant has concluded that there are benefits associated with settling  
24 this Action. After considering the sharply disputed factual and legal issues involved in the  
25 Action, the expense and burden of protracted litigation, and its desire to put the controversy  
26 to rest, Defendant believes that this Settlement is in Defendant's best interests and is fair and  
27 reasonable.

28

1 This Settlement contemplates: (i) entry of an order preliminarily approving the  
2 Settlement and approving certification of a provisional Class for settlement purposes only,  
3 contingent upon final approval of the Settlement; (ii) dissemination of a notice to Class  
4 Members about the settlement; (iii) entry of a Final Approval Order granting final approval  
5 of the Settlement; and (iv) entry of final judgment.

6 **IV. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

7 **A. Preliminary Approval of Settlement**

8 As soon as practicable, Class Counsel and Defendant's Counsel will submit this  
9 Stipulation to the Court for preliminary approval. Such submission will include such  
10 motions, pleadings, and evidence as may be required for the Court to determine that this  
11 Agreement is fair and reasonable, as required by California Code of Civil Procedure section  
12 382 and California Rule of Court 3.769, including a motion filed by Class Counsel  
13 requesting that the Court enter a preliminary approval order. Class Counsel will provide  
14 Defendant's counsel with the opportunity to review and comment on all drafts of all papers  
15 to be filed in connection with the Motion for Preliminary Approval (notice of motion,  
16 memorandum of points and authorities and declarations) at least three days before filing  
17 such motion with the Court. Plaintiff's Motion for Preliminary Approval will also include a  
18 proposed order that is mutually agreed-upon by the Parties, through their respective counsel.  
19 Defendant shall not oppose Class Counsel's motion for preliminary approval of the  
20 settlement to the extent it is consistent with the terms and conditions of this Agreement.  
21 Defendant may, however, provide a written response to any characterization of the law or  
22 facts contained in the motion for preliminary approval.

23 The Parties have agreed to the certification of the Class for the sole purposes of  
24 effectuating this Settlement. Should the Settlement be terminated for any reason, or should  
25 the Settlement not be approved by the Court or the judgment not become final, the fact that  
26 the Parties were willing to stipulate to class certification as part of the Settlement will have  
27 no bearing on, and will not be admissible in connection with, the issue of whether a class  
28 should be certified in a non-settlement context in this Action, and in any of those events,

1 Defendant expressly reserves the right to oppose class certification. Additionally, if the  
2 Settlement does not become final, this Agreement and all negotiations, court orders, and  
3 proceedings related thereto shall be without prejudice to the rights of all Parties hereto, and  
4 evidence relating to the Agreement and all negotiations shall not be admissible in the Action  
5 or otherwise. The Parties further agree that if, for any reason, the Settlement is not approved,  
6 the certification for purposes of this Settlement will have no force or effect and will be  
7 immediately revoked.

8           Should the Court decline to conditionally certify the Class or to preliminarily  
9 approve all material aspects of the Settlement, the Settlement will be null, and void and the  
10 Parties will have no further obligations under it.

11           If the Court grants preliminary approval but does not grant final approval of the  
12 Settlement, then the preliminary approval order shall be vacated in its entirety, unless the  
13 Court orders otherwise.

14           **B. Cooperation**

15           The Parties agree to fully cooperate with each other to accomplish the terms of this  
16 Agreement, including but not limited to, execution of such documents and to take such other  
17 reasonably necessary actions to implement the terms of this Agreement. No party, nor any  
18 of its attorneys or agents, shall solicit or encourage any Class Member to opt out of or object  
19 to the Settlement.

20           **C. Notice of Settlement**

21           Within ten calendar days following an order granting preliminary approval of the  
22 Settlement, Defendant will provide the Settlement Administrator with the Class Data in an  
23 electronic format acceptable to the Settlement Administrator. At the same time, Defendant  
24 will provide the Class Data, without Class Member names, contact information and social  
25 security numbers, to Class Counsel. This information will remain confidential and will not  
26 be disclosed to anyone, except as required to applicable taxing authorities, pursuant to  
27 Defendant's express written authorization, by order of the Court, or as otherwise provided  
28 for in this Agreement.

1 Using the Class Data, the Settlement Administrator will: (1) confirm the number of  
2 class members, (2) finalize and print the Notice of Settlement; (3) check all addresses  
3 against the National Change of Address database; and (4) within ten (10) calendar days of  
4 receiving the Class Data, send to each Class Member via First-Class United States mail an  
5 English version of the Notice of Settlement to the most recent address known for each Class  
6 Member.

7 **D. Re-Sending Class Notices**

8 In the event that Defendant's Counsel or Class Counsel becomes aware of new  
9 addresses for any Class Member, prior to the filing of the motion for final approval, such  
10 information must immediately be communicated to the Settlement Administrator. The  
11 Settlement Administrator will then re-send a Notice of Settlement to the Class Member(s) at  
12 the new address.

13 For any Notice of Settlement that is returned as undeliverable, the Settlement  
14 Administrator will perform a utility database search or other skip trace. The returned Notices  
15 of Settlement will be re-mailed to the new addresses obtained for such Class Members. Such  
16 searching and re-mailing will be completed within ten (10) calendar days of the date that  
17 Notices of Settlement were originally returned as undeliverable. Notwithstanding anything  
18 to the contrary in this Stipulation and absent approval from the Parties, through their  
19 counsel, any Notice of Settlement that is re-mailed after the original mailing date will  
20 provide for a response deadline that is the earlier of (1) ten (10) days prior to the Final  
21 Fairness and Approval Hearing and (2) 45 days from the date of re-mailing.

22 **E. Requests for Exclusion (Opt-Outs)**

23 Any Class Member who wishes to be excluded from the Settlement must notify the  
24 Settlement Administrator in writing of his or her desire to be excluded by mailing his or her  
25 own written statement to the Settlement Administrator that clearly expresses such desire and  
26 is signed by such Class Member. Any such statement shall include the Class Member's  
27 name (and former names, if any), current address, telephone number, and last four numbers  
28 of the Class Member's social security number. To be valid, the Request for Exclusion must

1 be postmarked no later than forty-five (45) days after the original date of the Settlement  
2 Administrator's mailing of the Notice of Settlement. Provided, however, for any Notice of  
3 Settlement that is re-mailed after the original mailing date, the deadline to request exclusion  
4 will be the earlier of (1) ten (10) days prior to the Final Fairness and Approval Hearing and  
5 (2) 45 days from the date of re-mailing. Any Class Member who submits a valid and timely  
6 request to be excluded from the Settlement shall be barred from participating in this  
7 Settlement, shall be barred from objecting to this Settlement, and shall receive no benefit  
8 from this Settlement. In furtherance of the foregoing, any Class Members who submits a  
9 valid and timely request to be excluded from the Settlement shall be deemed to have waived  
10 all objections and opposition to the fairness, reasonableness, and adequacy of this  
11 Settlement.

12 Any Class Member who fails to submit a timely, complete, and valid Request for  
13 Exclusion shall be barred from opting out of the Settlement. It shall be conclusively  
14 presumed that, if a Request for Exclusion is not postmarked on or before the expiration of  
15 the period to submit a Request for Exclusion, the Class Member did not make the request in  
16 a timely manner. Under no circumstances shall the Settlement Administrator have the  
17 authority to extend the deadline for Class Members to file a Request for Exclusion.

18 Unless a Class Member submits a timely, complete, and valid Request for Exclusion,  
19 he or she shall be deemed a Settlement Class Member and shall be bound by the terms and  
20 conditions of this Agreement. The releases provided for in this Agreement shall conclusively  
21 preclude any Settlement Class Member from asserting any of the Released Claims against  
22 any of the Released Parties in any judicial, administrative, or arbitral forum.

23 The Settlement Administrator shall promptly provide Class Counsel and Defendant's  
24 Counsel with copies of all Requests for Exclusion that it receives.

25 **F. Declaration of Compliance**

26 As soon as practicable following the Preliminary Approval Date, the Settlement  
27 Administrator shall provide Class Counsel and Defendant's Counsel with a declaration  
28 attesting to completion of the notice process set forth in this Section IV, including the

1 number of notices sent and returned, an explanation of efforts to resend undeliverable  
2 notices, and copies of all Requests for Exclusion, which declaration shall be filed with the  
3 Court by Class Counsel along with their papers requesting final approval of the Settlement.

4 **G. Sufficient Notice**

5 Compliance with the procedures described in this Section IV shall constitute due and  
6 sufficient notice to Class Members of this Settlement and of the Final Fairness and Approval  
7 Hearing, shall satisfy the requirements of due process, and nothing else shall be required of  
8 the Representative Plaintiff, Class Counsel, Defendant, Defendant's Counsel, or the  
9 Settlement Administrator to provide notice of the Settlement and the Final Fairness and  
10 Approval Hearing.

11 **H. Objections to Settlement**

12 **1. Deadline for Objections**

13 Any Class Member wishing to object to the approval of this Settlement shall inform  
14 the Settlement Administrator in writing of his or her intent to object by following the  
15 procedure set forth in the Notice of Settlement within forty-five (45) calendar days of  
16 mailing. Provided, however, for any Notice of Settlement that is re-mailed after the original  
17 mailing date the deadline to object will be the earlier of (1) ten (10) days prior to the Final  
18 Fairness and Approval Hearing and (2) 45 days from the date of re-mailing. A Class  
19 Member who does not submit a valid and timely Request for Exclusion and who objects to  
20 the Settlement will still be considered a Settlement Class Member.

21 **2. Responses to Objections**

22 Class Counsel and Defendant's Counsel shall file any written objections from Class  
23 Members submitted to the Settlement Administrator in accordance with this Agreement, and  
24 Class Counsel's and Defendant's Counsel's responses to such objections, at least five (5)  
25 court days before the Final Fairness and Approval Hearing.

26 **3. Waiver of Appeal**

27 Any Class Member who does not timely submit an objection to the Settlement and/or  
28 does not comply with any other substantive or procedural obligations imposed by law,

1 waives any and all rights to appeal the Final Approval Order and Judgment, including all  
2 rights to any post-judgment proceeding and appellate proceeding such as a motion to vacate  
3 the judgment, motion for new trial, and extraordinary writs.

4 **4. Right to Rescind**

5 **a. Defendant's Right to Rescind**

6 If five percent (5%) or more of the Settlement Class Members elect not to participate  
7 in the Settlement, Defendant may, at its option, rescind the Settlement. In that event, all  
8 actions taken in furtherance of the Settlement will be null and void. Defendant must  
9 exercise this right of rescission, in a writing to Class Counsel, within ten (10) calendar days  
10 of the date that the Settlement Administrator notifies the Parties of the total number of Class  
11 Members who have opted out of the Settlement. If Defendant exercises this right of  
12 rescission, Defendant must pay the all expenses incurred by the Settlement Administrator as  
13 of the date of Defendant's notice of rescission.

14 **b. Plaintiff's Right to Rescind**

15 If, as reflected in the Class Data delivered to the Settlement Administrator, the class  
16 size exceeds 2,100 Class Members, Plaintiff may, at her option, rescind the Settlement. In  
17 that event, all actions taken in furtherance of the Settlement will be null and void. Plaintiff  
18 must exercise this right of rescission, in a writing to Defendant's counsel within ten (10)  
19 calendar days of the date that the Settlement Administrator notifies the Parties that the total  
20 number of Class Members exceeds 2,100. If Plaintiff exercises this right of rescission,  
21 Plaintiff must pay the all expenses incurred by the Settlement Administrator as of the date of  
22 Plaintiff's notice of rescission.

23 **I. Final Fairness and Approval Hearing**

24 On or before the date set by the Court, Class Counsel will file a Motion For Final  
25 Approval of this settlement pursuant to California Rule of Court 3.769. Class Counsel will  
26 provide Defendant's counsel with the opportunity to review and comment on all drafts of all  
27 papers to be filed in connection with the Motion for Final Approval (notice of motion,  
28 memorandum of points and authorities and declarations) at least three days before filing

1 such motion with the Court. Plaintiff's Motion for Final Approval will also include a  
2 proposed order that is mutually agreed-upon by the Parties, through their respective counsel.  
3 Defendant shall not oppose Class Counsel's Motion for Final Approval of the settlement to  
4 the extent it is consistent with the terms and conditions of this Agreement. Defendant may,  
5 however, provide a written response to any characterization of the law or facts contained in  
6 the motion for preliminary approval.

7         On the date set by the Court, which shall be no earlier than 90 days following the  
8 initial mailing of the Notices of Settlement to Class Members, the Final Fairness and  
9 Approval Hearing shall be held before the Court in order to: (1) determine whether the Court  
10 should give this Settlement final approval; (2) determine whether Class Counsel's  
11 application for attorneys' fees and costs, and request for the Service and Release Payment to  
12 the Representative Plaintiff, should be granted; (3) determine whether the Court should  
13 approve the payment of fees to the Settlement Administrator and the PAGA Settlement  
14 Amount and (4) consider any timely Objections to Settlement, including Class Counsel's  
15 and Defendant's Counsel's responses thereto. At the Final Fairness and Approval Hearing,  
16 the Representative Plaintiff, Class Counsel, and Defendant's Counsel shall ask the Court to  
17 give final approval to this Settlement. Upon final approval, the Court shall enter a Final  
18 Approval Order (in a form submitted by Class Counsel and approved by Defendant's  
19 Counsel) which has the effect of adjudicating all claims set forth in the Complaint and  
20 implementing the release of Released Claims, as set forth in this Agreement. The Final  
21 Approval Order will be posted on the Settlement Administrator's website. The posting of the  
22 Final Approval Order on the Settlement Administrator's website will constitute notice of  
23 entry of the judgment, as required by California Rule of Court 3.771(b).

24         **J. Settlement Payments to Settlement Class Members**

25                 **1.** Payments under this Settlement Agreement shall be made by the  
26 Settlement Administrator as follows, subject to Court approval at the Final Fairness and  
27 Approval Hearing.

28



1 The Net Settlement Amount shall be divided among and distributed to individual  
2 Settlement Class Members using the following formula:

3 **(Individual Settlement Class Member's Qualifying Piece-Rate Units ÷**  
4 **(divided by) All Settlement Class Members' Qualifying Piece-Rate Units)**  
5 **x (multiplied by) Net Settlement Amount**

6 The Settlement Administrator, on Defendant's and Class Counsel's collective behalf,  
7 shall have the authority and obligation to make payments, credits, and disbursements,  
8 including payments and credits in the manner set forth herein, to Settlement Class Members  
9 calculated in accordance with the methodology set out in this Agreement and orders of the  
10 Court.

11 The Parties acknowledge and agree that the formula used to calculate individual  
12 settlement payments does not imply that all the elements of damages alleged in the Action  
13 are not being considered. The above formula was devised as a practical and logistical tool to  
14 simplify the settlement process.

15 **2. Inclusion of Qualifying Piece-Rate Classes and Estimated**  
16 **Settlement Payment Information in Notice of Settlement**

17 The Notice of Settlement sent to each Class Member shall state the amount of the  
18 Class Member's Qualifying Piece-Rate Units, as reflected in the Class Data. Each Notice of  
19 Settlement shall also include an estimate of the Class Member's settlement payment as a  
20 member of the Settlement Class, as calculated by the Settlement Administrator. The  
21 estimated settlement payment included in the Notice of Settlement will be calculated by  
22 assuming that no Class Members will be excluded from the Settlement.

23 **3. Eligibility**

24 Settlement Class Members (but not Class Members who exclude themselves (or opt-  
25 out) of the Settlement), will receive a settlement payment from Defendant, distributed  
26 through the Settlement Administrator.

27 Should any question arise regarding the determination of eligibility for, or the  
28 amounts of, any settlement payments under the terms of this Agreement, Class Counsel and

1 Defendant's Counsel shall meet and confer in an attempt to reach agreement and, if they are  
2 unable to do so, the issue shall be submitted to the Court for determination on an expedited  
3 basis, through the submission of letter briefs of no more than three pages.

4 **4. Disputes about Qualifying Piece-Rate Units**

5 If a Class Member disagrees with the number of Qualifying Piece-Rate Units, as  
6 stated in his or her Notice of Settlement, he or she may dispute that figure by informing the  
7 Settlement Administrator of the number of Qualifying Piece-Rate Units in dispute and  
8 submitting supporting documentation (such as, without limitation, payroll or time keeping  
9 records, and paycheck stubs) prior to the deadline for objecting to the Settlement. Class  
10 Members must notify the Settlement Administrator of any such dispute within forty-five  
11 (45) days of mailing the Notice of Settlement. Provided, however, for any Notice of  
12 Settlement that is re-mailed after the original mailing date the deadline to dispute  
13 information in the Notice of Settlement will be the earlier of (1) ten (10) days prior to the  
14 Final Fairness and Approval Hearing and (2) 45 days from the date of re-mailing. If there is  
15 a dispute, the Settlement Administrator will consult with Class Counsel and Defendant's  
16 Counsel to determine whether an adjustment is warranted. However, the Settlement  
17 Administrator shall have the sole discretion to determine any such disputes.

18 **5. Allocation of Settlement Payments**

19 Payment to each Settlement Class Member shall be allocated as follows: twenty-five  
20 percent (25%) shall be attributed to wages, to be reported on a W-2 form; twenty-five  
21 percent (25%) as reimbursement of expenses, twenty-five percent (25%) as penalties; and  
22 twenty-five (25%) percent as interest. The amount of expense reimbursement, interest, and  
23 penalties will be reported on an IRS Form 1099.

24 **6. Payment of Payroll Taxes**

25 The amount paid to each Settlement Class Member attributable to wages shall be  
26 subject to all applicable taxes and other withholdings and shall be net of the Settlement  
27 Class Member's share of all federal, state, and local taxes and required withholdings,  
28 including without limitation, FICA, Medicare tax, FUTA, and state unemployment taxes.

1 The Employer's Withholding Share shall be paid by Defendant separately and in addition to  
2 Defendant's payment of the Gross Settlement Amount.

3 For each Settlement Class Member, the Settlement Administrator shall determine the  
4 Employer's Withholding Share. Information related to the Employer's Withholding Share  
5 for each Settlement Class Member shall be provided to Defendant by the Settlement  
6 Administrator. If Defendant disagrees with the Settlement Administrator's determination of  
7 the Employer's Withholding Share, it will communicate with and share information  
8 reasonably necessary to reach a good faith determination of the correct Employer's  
9 Withholding Share.

10 7. All monies received by Settlement Class Members under the  
11 Settlement which are attributable to wages shall constitute income to such Settlement Class  
12 Members solely in the year in which such monies actually are received by the Settlement Class  
13 Members. It is expressly understood and agreed that the receipt of Settlement Payments shall  
14 not entitle any Settlement Class Member to additional compensation or benefits under any  
15 agreement or under any bonus, contest or other compensation or benefit plan or agreement in  
16 place during the period covered by the Settlement, nor shall it entitle any Settlement Class  
17 Member to any increased pension and/or retirement, or other deferred compensation benefits.  
18 It is the intent of the Parties that Settlement Payments provided for in this Stipulation are the  
19 sole payments to be made by Defendant to Settlement Class Members in connection with this  
20 Settlement, with the exception of Plaintiff, and that the Settlement Class Members are not  
21 entitled to any new or additional compensation or benefits as a result of having received the  
22 Settlement Payments. Furthermore, the receipt of Settlement Payments by Settlement Class  
23 Members shall not, and does not, by itself establish any general, special, or joint employment  
24 relationship between the Settlement Class Member(s) and Defendant.

25 **8. Payments to Settlement Class Members**

26 Within ten (10) days of Defendant's deposit of the Gross Settlement Amount with the  
27 Settlement Administrator, the Settlement Administrator will make the settlement payments to  
28 Settlement Class Members based on the payment formula set forth herein.

1                                   **9.     Opt-In and Release of FLSA Claims**

2           Opt-in and release language regarding the release of FLSA claims will be printed on  
3 the Individual Settlement Payment checks, with instructions that cashing such check  
4 constitutes consent under the FLSA to opt into the collective action and to release all claims  
5 under the FLSA. The language to be included will be substantially similar to the following:

6           My endorsing, cashing, or depositing of this check constitutes my consent to join the  
7 lawsuit entitled *Caesar-Roden. v. Yoga Works, Inc.*, pending in the Superior Court of  
8 the State of California for the County of Los Angeles, Case No. BC711991, pursuant  
9 to the provisions of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. Section 216(b),  
10 and to release all claims I might have against the Released Parties under the FLSA.

11                                   **K.     The Settlement Administrator**

12           The Settlement Administrator will perform the duties specified in this Stipulation  
13 and any other duties incidental to such obligations. The Settlement Administrator's duties  
14 shall include, without limitation: establishing the QSF, preparing and distributing the Notice  
15 of Settlement; calculating and directing the disbursement of payments to Settlement Class  
16 Members, Class Counsel, the Class Representative and the LWDA; calculating and timely  
17 paying any and all payroll taxes from the wages portion of the Net Settlement Amount to the  
18 appropriate tax authorities, as required under this Agreement and applicable law; handling  
19 inquiries about the calculation of individual settlement payments; preparing and filing any  
20 tax returns and information returns and any other filings required by any governmental  
21 taxing authority or other governmental agency; providing weekly status reports to the  
22 Parties' counsel; advising Defendant and Class Counsel of any Class Members who submit  
23 objections and/or requests for exclusions from the Settlement; providing a due diligence  
24 declaration for submission to the Court prior to the final approval hearing; printing and  
25 providing Settlement Class Members and Plaintiff with W-2 and 1099 forms as required  
26 under this Agreement and applicable law; arranging for and remitting funds from any  
27 uncashed settlement payment to the designated recipient, as determined by the Court; and  
28 for such other tasks as the Parties mutually agree or the Court orders the Settlement  
Administrator to perform.

          The Settlement Administrator shall establish a settlement payment center address,

1 telephone number and email address to receive Class Members' inquiries about the Notice  
2 of Settlement, requests to be excluded from the Settlement and settlement payments.

3 In addition, the Settlement Administrator shall establish a static website and, on the  
4 website, post this stipulation, any preliminary approval order and the Final Approval Order  
5 and Judgment. Posting of the Final Approval Order and Judgment on such website shall  
6 constitute notice of judgment to the Settlement Class, as required by California Rule of  
7 Court 3.771(b).

8 The Parties confirm, and Class Counsel and Defendant's Counsel confirm that they  
9 do not have any financial interest in the Settlement Administrator or otherwise have a  
10 relationship with the Settlement Administrator that could create a conflict of interest.

11 **L. Time for Payment by Defendant**

12 Within ten (10) calendar days after the Effective Date or December 21, 2019,  
13 whichever is later, Defendant shall wire the Gross Settlement Amount and Employer's  
14 Withholding Share to the Escrow Account.

15 If, after the Court enters a Final Approval Order, Defendant fails to timely pay the  
16 amount required to satisfy its payment obligation under this Stipulation, Plaintiff, at her  
17 option, may either (1) declare the settlement terminated, in which case, the Parties agree that  
18 the Court will nullify the Final Approval Order and Judgment and all liability releases  
19 provided for in this Stipulation and Plaintiff may continue to prosecute her claims against  
20 Defendant, or (2) seek to collect all amounts owed under the Final Approval Order and  
21 Judgment against Defendant.

22 **M. Payments to Class Counsel and the Representative Plaintiff**

23 Within ten (10) days of Defendant's deposit of the Gross Settlement Amount with  
24 the Settlement Administrator, the Settlement Administrator shall make payment from the  
25 QSF to: (1) Class Counsel, both the Class Counsel's Attorneys' Fees and Class Counsel's  
26 Costs, awarded to Class Counsel by the Court; and (2) Plaintiff Daniela Caesar-Roden, the  
27 Service and Release Award approved by the Court. These payments will be reported on an  
28 IRS Form 1099.

1           **N.     Payments to the California Labor and Workforce Development Agency**  
2           Subject to Court approval, twenty thousand dollars (\$20,000) of the Gross Settlement  
3 Amount shall be allocated as payment of penalties under PAGA, from which twenty-five  
4 percent (25%) or \$5,000, shall be distributed to Settlement Class Members as part of the Net  
5 Settlement Amount and seventy-five percent (75%), which is \$15,000, shall be payable to  
6 the LWDA, representing the LWDA's share of PAGA penalties. Within ten (10) days of  
7 Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the  
8 Settlement Administrator will make the payment to the LWDA of \$15,000, or such other  
9 amount as approved by the Court.

10           To the extent the Court does not approve any or all of the PAGA payment sought by  
11 Class Counsel, any amount disallowed by the Court will remain a portion of the Gross  
12 Settlement Amount to be distributed in accordance with the terms of this Stipulation.

13           **O.     Un-negotiated Settlement Payment Checks**

14           If any Settlement Class Member's settlement payment check has not been negotiated  
15 sixty (60) days after disbursement, the Settlement Administrator shall attempt to contact  
16 each individual to advise them to cash their checks, and to offer to replace any checks  
17 reported as either lost or stolen. In attempting to contact such persons, the Settlement  
18 Administrator will send notices by mail to the individuals' last known addresses (as  
19 provided by Defendant) after first checking those addresses against the NCOA database and  
20 utility database and by telephoning or emailing such persons, in the event that Defendant  
21 provides telephone numbers and/or email addresses for such persons.

22           If a Class Member's check is not cashed within 180 days, the check will be void and  
23 a stop payment order may be placed on the check. In such event, the Settlement  
24 nevertheless will be binding upon the Settlement Class Member. The funds represented by  
25 all uncashed settlement checks will be transmitted by the Settlement Administrator to the  
26 California State Controller's Office Unclaimed Property Fund in the name of the individual  
27 Settlement Class Member.

28

1           **P.     Class Counsel Attorneys' Fees and Costs**

2           Defendant will not oppose Class Counsel's application for an award of attorneys'  
3 fees of up to three hundred thirty-three thousand three hundred thirty-three dollars  
4 (\$333,333), which is one-third of the Gross Settlement Amount.

5           Defendant will not oppose Class Counsel's application for an award of their reasonable  
6 litigation expenses and costs in an amount not to exceed \$15,000.

7           Class Counsel's Attorney's Fees and Class Counsel's Costs, as awarded by the Court,  
8 shall be paid from the Gross Settlement Amount.

9           To the extent the Court does not approve any or the entire amount of Class Counsel's  
10 Attorney's Fees or Class Counsel's Costs, such amounts shall remain part of the Gross  
11 Settlement Amount and distributed in accordance with the provisions of this Stipulation.

12          Upon the payment of the Court-approved amount of Class Counsel's Attorneys' Fees  
13 and Class Counsel's Costs, and except as otherwise provided by this Stipulation, Class  
14 Counsel waives any claim to costs and attorneys' fees and expenses against Defendant  
15 arising from or related to the Action, including but not limited to claims based on the  
16 California Labor Code, the California Code of Civil Procedure, or any other statute or law.  
17 Provided, however, nothing in this Agreement shall prevent Class Counsel from seeking  
18 additional fees for enforcing the terms of this Stipulation and investigating and recovering  
19 amounts owed under this Agreement.

20           **Q.     Services and Release Award to Representative Plaintiff**

21          Representative Plaintiff's Service and Release Award, as approved by the Court,  
22 shall be paid from the Gross Settlement Amount.

23          The Representative Plaintiff shall be responsible for all portions of federal, state, and  
24 local tax liabilities that may result from the payment of the Service and Release Award and  
25 shall agree that Defendant shall bear no responsibility for any such tax liabilities. To the  
26 extent the Court does not approve any or all of the amount of the Service and Release Award  
27 sought by Class Counsel, any amount disallowed by the Court will remain a portion of the  
28 Gross Settlement Amount and be distributed in accordance with the terms of this Stipulation

1 and the Parties agree that the settlement shall remain in binding with such modification(s)  
2 and its terms will otherwise be unchanged.

3 **R. Taxes**

4 **1. Withholding and Reporting Requirements**

5 The Settlement Administrator shall be responsible for ensuring that all taxes required  
6 to be withheld from the wage portions of each Settlement Class Member's individual  
7 settlement payment, along with the Employer's Withholding Share, are timely paid to the  
8 appropriate tax authorities. The Settlement Administrator's responsibilities in this regard  
9 will also include the following: (a) filing all Federal, state, and local employment tax  
10 returns, tax withholding returns, and any other tax returns associated with the taxes, (b)  
11 timely and proper filing of all required Federal, state, and local information returns (e.g.,  
12 1099s, W-2s, etc.) with the appropriate taxing authorities, and (c) completion of any other  
13 steps necessary for compliance with any tax obligations of the settlement fund under  
14 Federal, state and/or local law. To verify the Settlement Administrator's compliance with  
15 the foregoing withholding and reporting requirements, as soon as administratively  
16 practicable, the Settlement Administrator shall furnish Class Counsel and Defendant's  
17 Counsel with copies of all filed tax returns and information returns (including all 1099 and  
18 W-2 information returns), and a final accounting adequate to demonstrate full compliance  
19 with all tax withholding, payment and reporting obligations.

20 **2. Circular 230 Disclaimer**

21 Each party to this Agreement (for purposes of this section, the "Acknowledging  
22 Party"; and each party to this Agreement other than the Acknowledging Party, and "Other  
23 Party") acknowledges and agrees that: (1) no provision of this Agreement, and no written  
24 communication or disclosure between or among the Parties or their attorneys and other  
25 advisers, is or was intended to be, nor shall any such communication or disclosure constitute  
26 or be construed or be relied upon as, tax advice within the meaning of United States  
27 Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging  
28 Party (a) has relied exclusively upon his, her, or its own, independent legal and tax advisers



1 for advice (including tax advice) in connection with this Agreement, (b) has not entered into  
2 this Agreement based upon the recommendation of any other party or any attorney or  
3 advisor to any other party, and (c) is not entitled to rely upon any communication or  
4 disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be  
5 imposed on the Acknowledging Party; and (3) no attorney or adviser to any other party has  
6 imposed any limitation that protects the confidentiality of any such attorney's or adviser's  
7 tax strategies (regardless of whether such limitation is legally binding) upon disclosure by  
8 the Acknowledging Party of the tax treatment or tax structure of any transaction, including  
9 any transaction contemplated by this Agreement.

10 **V. LIMITATIONS ON USE OF THIS SETTLEMENT**

11 **A. No Admission of Liability**

12 Neither the acceptance nor the performance by Defendant of the terms of this  
13 Stipulation nor any of the related negotiations or proceedings is or shall be claimed to be,  
14 construed as, or deemed a precedent or an admission by Defendant of the truth or merit of  
15 any allegations in the Complaint, or that they have any liability to the Representative  
16 Plaintiff or the Class Members on their claims. Defendant denies that it has engaged in any  
17 unlawful activity, has failed to comply with the law in any respect, or has any liability to  
18 anyone under the claims asserted in the Action. This Agreement is entered into solely for the  
19 purpose of compromising highly disputed claims.

20 **B. Nullification**

21 If the Court for any reason does not approve this Settlement, this Stipulation shall be  
22 null and void and all Parties to this Settlement shall stand in the same position, without  
23 prejudice, as if the Settlement had been neither entered into nor filed with the Court.

24 Invalidation of any material portion of this Stipulation shall invalidate this  
25 Settlement in its entirety unless the Parties shall agree in writing that the remaining  
26 provisions shall remain in full force and effect.

27  
28

1 **VI. RELEASE**

2 It is the desire of the Representative Plaintiff, Class Members (except those who  
3 exclude themselves from the Settlement), and Defendant to fully, finally, and forever settle,  
4 compromise, and discharge the Released Claims. Upon entry of the Final Approval Order  
5 and Defendant's payment of the Gross Settlement Amount and Employer's Withholding  
6 Share, and except as to such rights or claims as may be created by this Settlement  
7 Agreement, the Class Members, on behalf of themselves, and each of their heirs,  
8 representatives, successors, assigns, and attorneys, shall be deemed to have, and by  
9 operation of the final judgment shall have, fully released and discharged the Released  
10 Parties from any and all Released Claims that accrued during the Class Period. This release  
11 shall be binding on all Class Members who have not timely submitted a valid and complete  
12 Request for Exclusion, including each of their respective attorneys, agents, spouses,  
13 executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall inure  
14 to the benefit of the Released Parties.

15 **VII. RELEASE AND COVENANTS BY THE REPRESENTATIVE PLAINTIFF**

16 Upon entry of the Final Approval Order and Defendant's payment of the Gross  
17 Settlement Amount and Employer's Withholding Share, and except as to such rights or  
18 claims as may be created by this Settlement Agreement, the Representative Plaintiff fully  
19 releases and forever discharges Defendant, the Released Parties, and Defendant's respective  
20 present and former officers, directors, employees, shareholders, members, agents, trustees,  
21 representatives, attorneys, insurers, parent companies, subsidiaries, divisions, affiliates,  
22 predecessors, successors, assigns, and any individual or entity that could be jointly liable  
23 with Defendant, from any and all claims, causes of action, damages, wages, benefits,  
24 expenses, penalties, debts, liabilities, demands, obligations, attorney's fees, costs, and any  
25 other form of relief or remedy in law, equity, or whatever kind or nature, whether known or  
26 unknown, suspected or unsuspected, exclusive of any workers compensation claims,  
27 including but not limited to (1) all Released Claims, (2) the Action and any claims arising  
28 out of or related to the Action, (3) any claims under federal, state or local law for or relating

1 to wages, benefits, compensation, vacation or other paid time off, and claims for liquidated  
2 damages, penalties, or costs and fees associated therewith, (4) wrongful termination,  
3 discrimination, harassment, and/or retaliation, (5) any act, omission, or occurrence or claim  
4 arising out of or related to the Action or Plaintiff's employment or secession of employment  
5 with Defendant taking place on or before the Effective Date of the Settlement, and (6) and  
6 any other form of relief or remedy of any kind, nature, or description whatsoever, whether  
7 premised on statute, contract, tort, or other theory of liability under state, federal, or local  
8 law.

9 The Representative Plaintiff hereby agrees that, notwithstanding § 1542 of the  
10 California Civil Code, all claims that the Representative Plaintiff may have, known or  
11 unknown, suspected or unsuspected, are hereby released. Section 1542 provides:

12 **"A general release does not extend to claims that the creditor or releasing**  
13 **party does not know or suspect to exist in his or her favor at the time of**  
14 **executing the release and that, if known by him or her, would have**  
15 **materially affected his or her settlement with the debtor or released**  
16 **party."**

17 The Representative Plaintiff expressly waives the provisions of Section 1542 with full  
18 knowledge and with the specific intent to release all known or unknown, suspected or  
19 unsuspected, claims arising on or before the Effective Date of the Settlement, and therefore  
20 specifically waives the provisions of any statute, rule, decision, or other source of law of the  
21 United States or of any state of the United States or any subdivision of a state which prevents  
22 release of unknown claims.

## 23 VIII. PUBLICITY

24 The Representative Plaintiff and Class Counsel will not make any public disclosures  
25 of any kind regarding the Settlement, including but not limited to posting on Class Counsel's  
26 website and posting on any social media sites/outlets. Class Counsel will take all steps  
27 necessary to ensure the Representative Plaintiff is aware of, and will encourage her to adhere  
28 to, the restriction against any public disclosures regarding the Settlement. Class Counsel  
will not include or use the Settlement for any marketing or promotional purposes, or for

1 attempting to influence business relationships at Defendant, either before or after the Motion  
2 for Preliminary Approval is filed.

3       Following preliminary approval of the Settlement, Representative Plaintiff and Class  
4 Counsel will not initiate any communications with the media about this settlement and, if  
5 contacted by the media or third parties about the Settlement, Representative Plaintiff and  
6 Class Counsel will only discuss information publicly available. Class Counsel will take all  
7 steps necessary to ensure the Representative Plaintiff is aware of, and will encourage her to  
8 adhere to, the restriction against initiating any media comment. Class Counsel further  
9 agrees not to use the Settlement or any of its terms for any marketing or promotional  
10 purposes. Nothing herein will restrict Class Counsel from including publicly available  
11 information regarding this settlement in future judicial submissions regarding Class  
12 Counsel's qualifications and experience.

13       The Representative Plaintiff further agrees that she will not knowingly apply for work  
14 with Defendant or any of the Released Parties in the future and that Defendant and the  
15 Released Parties shall not be liable for any damages now or in the future because any of them  
16 refuses to employ her for any reason whatsoever.

17 **VIII. MISCELLANEOUS PROVISIONS**

18       **A. Amendments**

19       This Settlement Agreement may only be modified or changed by a writing signed by  
20 the Parties or by their counsel.

21       **B. Integrated Agreement**

22       After this Stipulation is signed and delivered by all Parties to the Action and their  
23 counsel, this Stipulation and its exhibits will constitute the entire agreement between the  
24 Parties to the Action relating to the Settlement, and it will then be deemed that no oral  
25 representations, warranties, covenants, or inducements have been made to any Party  
26 concerning this Stipulation or its exhibits other than the representations, warranties,  
27 covenants, and inducements expressly stated in this Stipulation and its exhibits.

28

1           **C.     No Inducements**

2           Plaintiff and Defendant acknowledge that they are entering into this Agreement as a  
3 free and voluntary act without duress or undue pressure or influence of any kind or nature  
4 whatsoever and that neither Plaintiff nor Defendant have relied on any promises,  
5 representations, or warranties regarding the subject matter hereof other than as set forth in  
6 this Stipulation.

7           **D.     No Prior Assignment**

8           The Parties hereto represent, covenant, and warrant that they have not directly or  
9 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber  
10 to any person or entity any portion of any liability, claim, demand, action, cause of action, or  
11 rights herein released and discharged except as set forth herein.

12          **E.     No Retaliation or Advice**

13          Defendant agrees not to retaliate against any Class Member, and Defendant will not  
14 induce or offer any advice to any current or former employee to opt out of, or object to, the  
15 Settlement.

16          **F.     Attorney's Fees**

17          To the extent that any Party institutes any legal action, arbitration, or other proceeding  
18 to enforce the terms of the Settlement, the prevailing Party will be entitled to recover their  
19 reasonable attorneys' fees and costs from the other Party or Parties.

20          **G.     Applicable Law**

21          All terms and conditions of this Stipulation and its exhibits will be governed by and  
22 interpreted according to the laws of the State of California, without giving effect to any  
23 conflict of law principles or choice of law principles.

24          **H.     Entry of Judgment Pursuant to Terms of Settlement**

25          The Parties agree that upon the Settlement of this case, the Court may enter judgment  
26 pursuant to the terms of this Settlement and the Court will retain jurisdiction over the Parties  
27 to enforce the Settlement until performance in full of the terms of the Settlement.

28

1           **I.       Notices**

2           All notices, requests, demands and other communications required or permitted to be  
3 given pursuant to this Agreement shall be in writing, and shall be delivered personally or by  
4 first class mail to the undersigned persons at their respective addresses as set forth below:

5 CLASS COUNSEL:

6           Aaron C. Gundzik  
7           Gartenberg Gelfand Hayton LLP  
8           15260 Ventura Blvd, Suite 1920  
9           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

10 COUNSEL FOR DEFENDANT:

11           Mia Farber  
12           JACKSON LEWIS P.C.  
13           725 South Figueroa Street, Suite 2500  
14           Los Angeles, California 90017-5408  
            FarberM@jacksonlewis.com  
            Telephone: (213) 689-0404  
            Facsimile: (213) 689-0430

15           David Montgomery 16           JACKSON LEWIS P.C. 17           PNC Center 18           26th Floor 19           201 E. Fifth Street 20           Cincinnati, OH 45202 21           Telephone: (513) 898-0050 22           Facsimile: (513) 898-0051
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15           **J.       Binding on Successors**

16           This Agreement shall be binding and shall inure to the benefit of the Parties to the  
17 Action and their respective successors, assigns, executors, administrators, heirs, and legal  
18 representatives.

19           **K.       Counterparts**

20           This Stipulation, and any amendments hereto, may be executed in any number of  
21 counterparts, each of which when executed and delivered shall be deemed to be an original  
22 and all of which taken together shall constitute the same instrument.

23           **L.       Warranties and Representations**

24           With respect to themselves, each of the Parties to this Action and or their agent or  
25 counsel represents, covenants, and warrants that they have full power and authority to enter  
26 into and consummate all transactions contemplated by this Stipulation and have duly  
27 authorized the execution, delivery, and performance of this Stipulation.

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**M. Representation by Counsel**


The Parties to this Action acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Stipulation, and that this Stipulation has been executed with the consent and advice of counsel.

**N. Signatories**

It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute this Stipulation. The Notice of Settlement will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation was executed by each member of the Settlement Class.


Dated: 12-4, 2019

JACKSON LEWIS P.C.

By:   
David Montgomery  
Attorneys for Defendant Yoga Works, Inc.

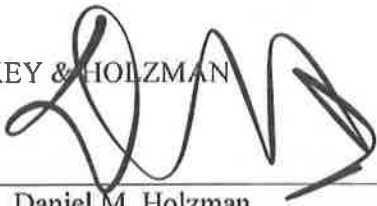
Dated: 12-5, 2019

GARTENBERG GELFAND HAYTON LLP

  
Aaron C. Gundzik  
Attorneys for Plaintiff Daniela Caesar-Roden,  
individually and on behalf of all others similarly  
situated

Dated: December 5, 2019, 2019

CASKEY & HOLZMAN

  
Daniel M. Holzman  
Attorneys for Plaintiff Daniela Caesar-Roden,  
individually and on behalf of all others similarly  
situated

# Exhibit A



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
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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
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#### 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.\\_\\_\\_\\_\\_](http://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.\\_\\_\\_\\_](http://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-\_\_\_\_\_.**