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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

**STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint Filed: July 2, 2018

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

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

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

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

- 24 A. Settlement Administration Costs, estimated to be \$17,500.
- 25 B. Class Counsel’s Attorneys’ Fees, to be approved by the Court, in an amount
26 not to exceed three hundred thirty-three thousand three hundred thirty-three dollars
27 (\$333,333), which is one-third of the Gross Settlement Amount;

28

1 C. Class Counsel’s Costs, as approved by the Court, in an amount not to exceed
2 \$15,000;

3 D. A Service and Release Award to the Representative Plaintiff in the amount of
4 \$10,000 as payment for her time and efforts in pursuing this Action, and for the broader release
5 and other covenants that she will be providing to Defendant;

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

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

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

18 **II. DEFINITIONS**

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

21 A. “Action” means this putative class and representative action pending in Los
22 Angeles County Superior Court titled *Daniela Caesar-Roden v. Yoga Works, Inc.*, Los
23 Angeles Superior Court Case Number BC711991.

24 B. “Agreement” or “Stipulation” means this Stipulation of Class Action
25 Settlement.

26 C. “Class” means all current and former pilates instructors, yoga instructors, and
27 other teachers or employees who were paid on a piece-rate basis by Defendant in California
28 during the Class Period.

1 D. "Class Counsel" means Aaron C. Gundzik and Rebecca G. Gundzik,
2 Gartenberg Gelfand Hayton LLP, 15260 Ventura Blvd, Suite 1920, Sherman Oaks, CA 91403,
3 (213) 542-2100, and Daniel M. Holzman, Caskey & Holzman, 24025 Park Sorrento, Ste. 400,
4 Calabasas, CA 91302, (818) 657-1070.

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

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

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

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

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

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

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

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

24 M. "Effective Date" means 65 days from the date of entry of a final judgment
25 which grants final approval of this Settlement, if no objection to the Settlement is filed and
26 Plaintiff and Class Counsel waive their rights to appeal the final judgment. In the event there
27 are written objections filed prior to the Final Fairness and Approval Hearing which are not
28 later withdrawn or denied, then the Effective Date shall mean the later of (1) five business

1 days after the period for filing any appeal opposing the Court’s Final Approval Order has
2 elapsed without any appeal, writ or other appellate proceeding having been filed, or (2) if
3 any appeal, writ or other appellate proceeding opposing the Court’s Final Approval Order
4 has been filed, five business days after any appeal, writ or other appellate proceeding has
5 been finally and conclusively dismissed with no right to pursue further remedies or relief.

6 N. “Employer’s Withholding Share” means Defendant’s share of all federal,
7 state, and local taxes and required withholdings, including without limitation, FICA,
8 Medicare tax, FUTA, and state unemployment taxes.

9 O. “Final Approval Order” means the Order Granting Final Approval of Class
10 Action Settlement and Judgment entered by the Court.

11 P. “Final Fairness and Approval Hearing” means the hearing on Plaintiff’s
12 Motion for Final Approval of Class Action Settlement at which the Court will be asked to
13 give final approval to the settlement terms set forth herein and to enter judgment.

14 Q. “Gross Settlement Amount” means the one million dollars (\$1,000,000)
15 which Defendant will pay under this Settlement.

16 R. “Net Settlement Amount” means the amount remaining from the Gross
17 Settlement Amount after payments of Court-approved Class Counsel’s Attorney’s Fees and
18 Class Counsel’s Costs, Service and Release Award to the Representative Plaintiff,
19 Settlement Administration Costs, and payment to the LWDA.

20 S. “Notice of Settlement” means the “Notice of Proposed Class Action
21 Settlement and Final Approval Hearing,” the form of which is attached hereto as Exhibit A.

22 T. “Objection to Settlement” means any written objection to this Settlement sent
23 by a Settlement Class Member to the Settlement Administrator as specified herein and in the
24 Notice of Settlement. An Objection to Settlement must be sent to the Settlement
25 Administrator within the time limitations set forth in this Stipulation.

26 U. “PAGA Settlement Amount” means \$20,000 of the Gross Settlement Amount
27 that the Parties intend to as a settlement of Plaintiff’s PAGA claims. Seventy-five percent
28 (75%) of the PAGA Settlement Amount, which is \$15,000, will be paid to the LWDA. The

1 other 25% of the PAGA Settlement Amount, which is \$5,000, will be distributed to the
2 Settlement Class as part of the Net Settlement Amount.

3 V. “Parties” means the Representative Plaintiff on behalf of herself and all
4 Settlement Class Members and Defendant.

5 W. “Preliminary Approval Date” is the date that the Court grants preliminary
6 approval of this Settlement pursuant to California Rule of Court 3.769(c).

7 X. “Qualified Settlement Fund” or QSF means a federally insured bank account
8 to be established by the Settlement Administrator into which all payments from Defendant
9 related to this Settlement will be deposited and from which all payments authorized by the
10 Court will be made. The QSF will be established prior to Defendant’s deposit of the Gross
11 Settlement Amount.

12 Y. “Qualifying Piece-Rate Unit” means a piece-rate unit of compensation earned
13 by a Class Member while working for Defendant during the Class Period.

14 Z. As determined by the Court, “Released Claims” means all claims under state,
15 federal or local law, whether statutory, common law or administrative law, arising out of or
16 related to allegations set forth in the operative Complaint or PAGA Notice (and Amended
17 Notice) to the LWDA, including but not limited to: claims for failure to pay wages for all
18 hours worked (including non-productive time), failure to pay overtime wages, unreimbursed
19 expenses, rest period violations, meal period violations, pay for rest breaks, failure to pay
20 sick leave at proper rates, failure to maintain proper records, itemized wage statement
21 violations, failure to pay reporting time wages, waiting time penalties, declaratory relief
22 arising out of any of the aforementioned claims, claims for violation of the California
23 Business and Professions Code, and claims for violation of the California Private Attorneys
24 General Act, and shall include, but not be limited to, all other claims and allegations made or
25 which could have been made in the Action based upon the facts alleged in the Action during
26 the Class Period, and shall encompass claims seeking remedies of injunctive relief, punitive
27 damages, liquidated damages, penalties of any nature, interest, fees, and costs.

28

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

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

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

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

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

17 FF. "Settlement Administration Costs" means the fees and costs incurred or
18 charged by the Settlement Administrator in connection with the execution of its duties under
19 this Agreement including, but not limited to fees and costs associated with: (1) establishing
20 and maintaining the QSF; (2) preparing, issuing and/or monitoring reports, filings, and
21 notices (including the cost of printing and mailing all notices and other documents to the
22 Class Members) required to be prepared in the course of administering the Settlement; (3)
23 computing the amount of the settlement payments, taxes, and any other payments to be
24 made under this Agreement; (4) calculating and handling inquiries about the calculation of
25 individual settlement payments; (5) establishing and operating a settlement payment center
26 website, address, and phone number to receive Class Members' inquiries about the
27 Settlement; (6) providing a due diligence declaration for submission to the Court prior to the
28 final approval hearing; (7) printing and providing Settlement Class Members and the

1 Plaintiff with W-2 and 1099 forms as required under this Agreement and applicable law; (8)
2 preparing, issuing, and filing any tax returns and information returns and any other filings
3 required by any governmental taxing authority or other governmental agency; and (9) for
4 such other tasks as the Parties mutually agree or the Court orders the Settlement
5 Administrator to perform. The Settlement Administration Costs will not exceed \$17,500.
6 Settlement Administration Costs will be paid out of the Gross Settlement Amount.

7 GG. "Settlement Administrator" refers to Phoenix Class Action Administration
8 Solutions.

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

11 II. "Settlement Class Member" is a person who is a member of the Settlement
12 Class.

13 **III. BACKGROUND**

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

25 The Parties have undertaken significant investigation and informal discovery during
26 the prosecution of this Action. Such discovery and investigation include extensively
27 interviewing the Representative Plaintiff and other Class Members, Defendant's production
28 and Plaintiff's counsel's review of personnel records, policies, as well as time records for a

1 sample of Class Members during the Class Period, and other detailed information relevant to
2 the Class Members' claims. Counsel for the Parties have investigated the law as applied to
3 the facts discovered regarding the alleged claims of the Class and potential defenses thereto,
4 and the potential damages claimed by the Class, including the review of the records
5 produced by Defendant to Class Counsel for the purposes of mediation and with an eye
6 towards class certification.

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

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

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

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

27
28

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

2 **A. Preliminary Approval of Settlement**

3 As soon as practicable, Class Counsel and Defendant’s Counsel will submit this
4 Stipulation to the Court for preliminary approval. Such submission will include such
5 motions, pleadings, and evidence as may be required for the Court to determine that this
6 Agreement is fair and reasonable, as required by California Code of Civil Procedure section
7 382 and California Rule of Court 3.769, including a motion filed by Class Counsel
8 requesting that the Court enter a preliminary approval order. Class Counsel will provide
9 Defendant’s counsel with the opportunity to review and comment on all drafts of all papers
10 to be filed in connection with the Motion for Preliminary Approval (notice of motion,
11 memorandum of points and authorities and declarations) at least three days before filing
12 such motion with the Court. Plaintiff’s Motion for Preliminary Approval will also include a
13 proposed order that is mutually agreed-upon by the Parties, through their respective counsel.
14 Defendant shall not oppose Class Counsel’s motion for preliminary approval of the
15 settlement to the extent it is consistent with the terms and conditions of this Agreement.
16 Defendant may, however, provide a written response to any characterization of the law or
17 facts contained in the motion for preliminary approval.

18 The Parties have agreed to the certification of the Class for the sole purposes of
19 effectuating this Settlement. Should the Settlement be terminated for any reason, or should
20 the Settlement not be approved by the Court or the judgment not become final, the fact that
21 the Parties were willing to stipulate to class certification as part of the Settlement will have
22 no bearing on, and will not be admissible in connection with, the issue of whether a class
23 should be certified in a non-settlement context in this Action, and in any of those events,
24 Defendant expressly reserves the right to oppose class certification. Additionally, if the
25 Settlement does not become final, this Agreement and all negotiations, court orders, and
26 proceedings related thereto shall be without prejudice to the rights of all Parties hereto, and
27 evidence relating to the Agreement and all negotiations shall not be admissible in the Action
28 or otherwise. The Parties further agree that if, for any reason, the Settlement is not approved,

1 the certification for purposes of this Settlement will have no force or effect and will be
2 immediately revoked.

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

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

9 **B. Cooperation**

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

15 **C. Notice of Settlement**

16 If the Court grants preliminary approval of the Settlement, on or before August 5,
17 2019, Defendant will provide the Settlement Administrator with the Class Data in an
18 electronic format acceptable to the Settlement Administrator. At the same time, Defendant
19 will provide the Class Data, without Class Member names, contact information and social
20 security numbers, to Class Counsel. This information will remain confidential and will not
21 be disclosed to anyone, except as required to applicable taxing authorities, pursuant to
22 Defendant's express written authorization, by order of the Court, or as otherwise provided
23 for in this Agreement.

24 Using the Class Data, the Settlement Administrator will: (1) confirm the number of
25 class members, (2) finalize and print the Notice of Settlement; (3) check all addresses
26 against the National Change of Address database; and (4) within ten (10) calendar days of
27 receiving the Class Data, send to each Class Member via First-Class United States mail an
28

1 English version of the Notice of Settlement to the most recent address known for each Class
2 Member.

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

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

9 For any Notice of Settlement that is returned as undeliverable, the Settlement
10 Administrator will perform a utility database search or other skip trace. The returned Notices
11 of Settlement will be re-mailed to the new addresses obtained for such Class Members. Such
12 searching and re-mailing will be completed within ten (10) calendar days of the date that
13 Notices of Settlement were originally returned as undeliverable. Notwithstanding anything
14 to the contrary in this Stipulation and absent approval from the Parties, through their
15 counsel, any Notice of Settlement that is mailed or re-mailed after the original mailing date
16 will provide for a response deadline that is no later than fifteen (15) days prior to the Final
17 Fairness and Approval Hearing even if such date is less than 45 days from the date of
18 mailing or re-mailing.

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

20 Any Class Member who wishes to be excluded from the Settlement must notify the
21 Settlement Administrator in writing of his or her desire to be excluded by mailing his or her
22 own written statement to the Settlement Administrator that clearly expresses such desire and
23 is signed by such Class Member. Any such statement shall include the Class Member's
24 name (and former names, if any), current address, telephone number, and last four numbers
25 of the Class Member's social security number. To be valid, the Request for Exclusion must
26 be postmarked no later than forty-five (45) days after the original date of the Settlement
27 Administrator's mailing of the Notice of Settlement. Provided, however, for any Notice of
28 Settlement that is mailed or re-mailed after the original mailing date, the deadline to request

1 exclusion will be no later than fifteen (15) days prior to the Final Fairness and Approval
2 Hearing even if such date is less than 45 days from the date of mailing or re-mailing. Any
3 Class Member who submits a valid and timely request to be excluded from the Settlement
4 shall be barred from participating in this Settlement, shall be barred from objecting to this
5 Settlement, and shall receive no benefit from this Settlement. In furtherance of the
6 foregoing, any Class Members who submits a valid and timely request to be excluded from
7 the Settlement shall be deemed to have waived all objections and opposition to the fairness,
8 reasonableness, and adequacy of this Settlement.

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

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

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

22 **F. Declaration of Compliance**

23 As soon as practicable following the Preliminary Approval Date, the Settlement
24 Administrator shall provide Class Counsel and Defendant's Counsel with a declaration
25 attesting to completion of the notice process set forth in this Section IV, including the
26 number of notices sent and returned, an explanation of efforts to resend undeliverable
27 notices, and copies of all Requests for Exclusion, which declaration shall be filed with the
28 Court by Class Counsel along with their papers requesting final approval of the Settlement.

1 **G. Sufficient Notice**

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

8 **H. Objections to Settlement**

9 **1. Deadline for Objections**

10 Any Class Member wishing to object to the approval of this Settlement shall inform
11 the Settlement Administrator in writing of his or her intent to object by following the
12 procedure set forth in the Notice of Settlement within forty-five (45) calendar days of
13 mailing. Provided, however, for any Notice of Settlement that is mailed or re-mailed after
14 the original mailing date the deadline to object will be no later than fifteen (15) days prior to
15 the Final Fairness and Approval Hearing even if such date is less than 45 days from the date
16 of mailing or re-mailing. A Class Member who does not submit a valid and timely Request
17 for Exclusion and who objects to the Settlement will still be considered a Settlement Class
18 Member.

19 **2. Responses to Objections**

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

24 **3. Waiver of Appeal**

25 Any Class Member who does not timely submit an objection to the Settlement and/or
26 does not comply with any other substantive or procedural obligations imposed by law,
27 waives any and all rights to appeal the Final Approval Order and Judgment, including all
28 rights to any post-judgment proceeding and appellate proceeding such as a motion to vacate

1 the judgment, motion for new trial, and extraordinary writs.

2 **4. Right to Rescind**

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

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

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

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

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

22 On or before the date set by the Court, Class Counsel will file a Motion For Final
23 Approval of this settlement pursuant to California Rule of Court 3.769. Class Counsel will
24 provide Defendant's counsel with the opportunity to review and comment on all drafts of all
25 papers to be filed in connection with the Motion for Final Approval (notice of motion,
26 memorandum of points and authorities and declarations) at least three days before filing
27 such motion with the Court. Plaintiff's Motion for Final Approval will also include a
28 proposed order that is mutually agreed-upon by the Parties, through their respective counsel.

1 Defendant shall not oppose Class Counsel’s Motion for Final Approval of the settlement to
2 the extent it is consistent with the terms and conditions of this Agreement. Defendant may,
3 however, provide a written response to any characterization of the law or facts contained in
4 the motion for preliminary approval.

5 On the date set by the Court, the Final Fairness and Approval Hearing shall be held
6 before the Court in order to: (1) determine whether the Court should give this Settlement
7 final approval; (2) determine whether Class Counsel’s application for attorneys’ fees and
8 costs, and request for the Service and Release Payment to the Representative Plaintiff,
9 should be granted; (3) determine whether the Court should approve the payment of fees to
10 the Settlement Administrator and the PAGA Settlement Amount and (4) consider any timely
11 Objections to Settlement, including Class Counsel’s and Defendant’s Counsel’s responses
12 thereto. At the Final Fairness and Approval Hearing, the Representative Plaintiff, Class
13 Counsel, and Defendant’s Counsel shall ask the Court to give final approval to this
14 Settlement. Upon final approval, the Court shall enter a Final Approval Order (in a form
15 submitted by Class Counsel and approved by Defendant’s Counsel) which has the effect of
16 adjudicating all claims set forth in the Complaint and implementing the release of Released
17 Claims, as set forth in this Agreement. The Final Approval Order will be posted on the
18 Settlement Administrator’s website. The posting of the Final Approval Order on the
19 Settlement Administrator’s website will constitute notice of entry of the judgment, as
20 required by California Rule of Court 3.771(b).

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

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

25 The Net Settlement Amount shall be divided among and distributed to individual
26 Settlement Class Members using the following formula:
27
28

1 **(Individual Settlement Class Member’s Qualifying Piece-Rate Units ÷**
2 **(divided by) All Settlement Class Members’ Qualifying Piece-Rate Units)**
3 **x (multiplied by) Net Settlement Amount**

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

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

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

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

21 **3. Eligibility**

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

25 Should any question arise regarding the determination of eligibility for, or the
26 amounts of, any settlement payments under the terms of this Agreement, Class Counsel and
27 Defendant’s Counsel shall meet and confer in an attempt to reach agreement and, if they are
28

1 unable to do so, the issue shall be submitted to the Court for determination on an expedited
2 basis, through the submission of letter briefs of no more than three pages.

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

4 If a Class Member disagrees with the number of Qualifying Piece-Rate Units, as
5 stated in his or her Notice of Settlement, he or she may dispute that figure by informing the
6 Settlement Administrator of the number of Qualifying Piece-Rate Units in dispute and
7 submitting supporting documentation (such as, without limitation, payroll or time keeping
8 records, and paycheck stubs) prior to the deadline for objecting to the Settlement. Class
9 Members must notify the Settlement Administrator of any such dispute within forty-five
10 (45) days of mailing the Notice of Settlement. Provided, however, for any Notice of
11 Settlement that is mailed or re-mailed after the original mailing date the deadline to dispute
12 information in the Notice of Settlement will be no later than fifteen (15) days prior to the
13 Final Fairness and Approval Hearing even if such date is less than 45 days from the date of
14 mailing or re-mailing. If there is a dispute, the Settlement Administrator will consult with
15 Class Counsel and Defendant's Counsel to determine whether an adjustment is warranted.
16 However, the Settlement Administrator shall have the sole discretion to determine any such
17 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 **K. The Settlement Administrator**

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

20 The Settlement Administrator shall establish a settlement payment center address,
21 telephone number and email address to receive Class Members’ inquiries about the Notice
22 of Settlement, requests to be excluded from the Settlement and settlement payments.

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

28

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

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

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

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

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

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

22 **N. Payments to the California Labor and Workforce Development Agency**

23 Subject to Court approval, twenty thousand dollars (\$20,000) of the Gross Settlement
24 Amount shall be allocated as payment of penalties under PAGA, from which twenty-five
25 percent (25%) or \$5,000, shall be distributed to Settlement Class Members as part of the Net
26 Settlement Amount and seventy-five percent (75%), which is \$15,000, shall be payable to
27 the LWDA, representing the LWDA's share of PAGA penalties. Within ten (10) days of
28 Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the

1 Settlement Administrator will make the payment to the LWDA of \$15,000, or such other
2 amount as approved by the Court.

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

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

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

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

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

22 Defendant will not oppose Class Counsel's application for an award of attorneys'
23 fees of up to three hundred thirty-three thousand three hundred thirty-three dollars
24 (\$333,333), which is one-third of the Gross Settlement Amount.

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

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

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

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

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

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

15 The Representative Plaintiff shall be responsible for all portions of federal, state, and
16 local tax liabilities that may result from the payment of the Service and Release Award and
17 shall agree that Defendant shall bear no responsibility for any such tax liabilities. To the
18 extent the Court does not approve any or all of the amount of the Service and Release Award
19 sought by Class Counsel, any amount disallowed by the Court will remain a portion of the
20 Gross Settlement Amount and be distributed in accordance with the terms of this Stipulation
21 and the Parties agree that the settlement shall remain in binding with such modification(s)
22 and its terms will otherwise be unchanged.

23 **R. Taxes**

24 **1. Withholding and Reporting Requirements**

25 The Settlement Administrator shall be responsible for ensuring that all taxes required
26 to be withheld from the wage portions of each Settlement Class Member's individual
27 settlement payment, along with the Employer's Withholding Share, are timely paid to the
28 appropriate tax authorities. The Settlement Administrator's responsibilities in this regard

1 will also include the following: (a) filing all Federal, state, and local employment tax
2 returns, tax withholding returns, and any other tax returns associated with the taxes, (b)
3 timely and proper filing of all required Federal, state, and local information returns (e.g.,
4 1099s, W-2s, etc.) with the appropriate taxing authorities, and (c) completion of any other
5 steps necessary for compliance with any tax obligations of the settlement fund under
6 Federal, state and/or local law. To verify the Settlement Administrator's compliance with
7 the foregoing withholding and reporting requirements, as soon as administratively
8 practicable, the Settlement Administrator shall furnish Class Counsel and Defendant's
9 Counsel with copies of all filed tax returns and information returns (including all 1099 and
10 W-2 information returns), and a final accounting adequate to demonstrate full compliance
11 with all tax withholding, payment and reporting obligations.

12 **2. Circular 230 Disclaimer**

13 Each party to this Agreement (for purposes of this section, the "Acknowledging
14 Party"; and each party to this Agreement other than the Acknowledging Party, and "Other
15 Party") acknowledges and agrees that: (1) no provision of this Agreement, and no written
16 communication or disclosure between or among the Parties or their attorneys and other
17 advisers, is or was intended to be, nor shall any such communication or disclosure constitute
18 or be construed or be relied upon as, tax advice within the meaning of United States
19 Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging
20 Party (a) has relied exclusively upon his, her, or its own, independent legal and tax advisers
21 for advice (including tax advice) in connection with this Agreement, (b) has not entered into
22 this Agreement based upon the recommendation of any other party or any attorney or
23 advisor to any other party, and (c) is not entitled to rely upon any communication or
24 disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be
25 imposed on the Acknowledging Party; and (3) no attorney or adviser to any other party has
26 imposed any limitation that protects the confidentiality of any such attorney's or adviser's
27 tax strategies (regardless of whether such limitation is legally binding) upon disclosure by
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1 the Acknowledging Party of the tax treatment or tax structure of any transaction, including
2 any transaction contemplated by this Agreement.

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

4 **A. No Admission of Liability**

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

13 **B. Nullification**

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

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

20 **VI. RELEASE**

21 It is the desire of the Representative Plaintiff, Class Members (except those who
22 exclude themselves from the Settlement), and Defendant to fully, finally, and forever settle,
23 compromise, and discharge the Released Claims. Upon entry of the Final Approval Order
24 and Defendant's payment of the Gross Settlement Amount and Employer's Withholding
25 Share, and except as to such rights or claims as may be created by this Settlement
26 Agreement, the Class Members, on behalf of themselves, and each of their heirs,
27 representatives, successors, assigns, and attorneys, shall be deemed to have, and by
28 operation of the final judgment shall have, fully released and discharged the Released

1 Parties from any and all Released Claims that accrued during the Class Period. This release
2 shall be binding on all Class Members who have not timely submitted a valid and complete
3 Request for Exclusion, including each of their respective attorneys, agents, spouses,
4 executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall inure
5 to the benefit of the Released Parties.

6 **VII. RELEASE AND COVENANANTS BY THE REPRESENTATIVE PLAINTIFF**

7 Upon entry of the Final Approval Order and Defendant's payment of the Gross
8 Settlement Amount and Employer's Withholding Share, and except as to such rights or
9 claims as may be created by this Settlement Agreement, the Representative Plaintiff fully
10 releases and forever discharges Defendant, the Released Parties, and Defendant's respective
11 present and former officers, directors, employees, shareholders, members, agents, trustees,
12 representatives, attorneys, insurers, parent companies, subsidiaries, divisions, affiliates,
13 predecessors, successors, assigns, and any individual or entity that could be jointly liable
14 with Defendant, from any and all claims, causes of action, damages, wages, benefits,
15 expenses, penalties, debts, liabilities, demands, obligations, attorney's fees, costs, and any
16 other form of relief or remedy in law, equity, or whatever kind or nature, whether known or
17 unknown, suspected or unsuspected, exclusive of any workers compensation claims,
18 including but not limited to (1) all Released Claims, (2) the Action and any claims arising
19 out of or related to the Action, (3) any claims under federal, state or local law for or relating
20 to wages, benefits, compensation, vacation or other paid time off, and claims for liquidated
21 damages, penalties, or costs and fees associated therewith, (4) wrongful termination,
22 discrimination, harassment, and/or retaliation, (5) any act, omission, or occurrence or claim
23 arising out of or related to the Action or Plaintiff's employment or secession of employment
24 with Defendant taking place on or before the Effective Date of the Settlement, and (6) and
25 any other form of relief or remedy of any kind, nature, or description whatsoever, whether
26 premised on statute, contract, tort, or other theory of liability under state, federal, or local
27 law.

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

4 **“A general release does not extend to claims that the creditor or releasing**
5 **party does not know or suspect to exist in his or her favor at the time of**
6 **executing the release and that, if known by him or her, would have**
7 **materially affected his or her settlement with the debtor or released**
8 **party.”**

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

13 **VIII. PUBLICITY**

14 The Representative Plaintiff and Class Counsel will not make any public disclosures
15 of any kind regarding the Settlement, including but not limited to posting on Class Counsel’s
16 website and posting on any social media sites/outlets. Class Counsel will take all steps
17 necessary to ensure the Representative Plaintiff is aware of, and will encourage her to adhere
18 to, the restriction against any public disclosures regarding the Settlement. Class Counsel
19 will not include or use the Settlement for any marketing or promotional purposes, or for
20 attempting to influence business relationships at Defendant, either before or after the Motion
21 for Preliminary Approval is filed.

22 Following preliminary approval of the Settlement, Representative Plaintiff and Class
23 Counsel will not initiate any communications with the media about this settlement and, if
24 contacted by the media or third parties about the Settlement, Representative Plaintiff and
25 Class Counsel will only discuss information publicly available. Class Counsel will take all
26 steps necessary to ensure the Representative Plaintiff is aware of, and will encourage her to
27 adhere to, the restriction against initiating any media comment. Class Counsel further
28 agrees not to use the Settlement or any of its terms for any marketing or promotional

1 purposes. Nothing herein will restrict Class Counsel from including publicly available
2 information regarding this settlement in future judicial submissions regarding Class
3 Counsel's qualifications and experience.

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

8 **VIII. MISCELLANEOUS PROVISIONS**

9 **A. Amendments**

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

12 **B. Integrated Agreement**

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

19 **C. No Inducements**

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

25 **D. No Prior Assignment**

26 The Parties hereto represent, covenant, and warrant that they have not directly or
27 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber
28 to any person or entity any portion of any liability, claim, demand, action, cause of action, or

1 rights herein released and discharged except as set forth herein.

2 **E. No Retaliation or Advice**

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

6 **F. Attorney’s Fees**

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

10 **G. Applicable Law**

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

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

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

18 **I. Notices**

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

22 CLASS COUNSEL:

23 Aaron C. Gundzik
24 Gartenberg Gelfand Hayton LLP
15260 Ventura Blvd, Suite 1920
25 Sherman Oaks, CA 91403
Telephone: (213) 542-2100
26 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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COUNSEL FOR DEFENDANT:

1 Mia Farber
2 JACKSON LEWIS P.C.
3 725 South Figueroa Street, Suite 2500
4 Los Angeles, California 90017-5408
5 FarberM@jacksonlewis.com
6 Telephone: (213) 689-0404
7 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

8 **J. Binding on Successors**

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

12 **K. Counterparts**

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

16 **L. Warranties and Representations**

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

21 **M. Representation by Counsel**

22 The Parties to this Action acknowledge that they have been represented by counsel
23 throughout all negotiations that preceded the execution of this Stipulation, and that this
24 Stipulation has been executed with the consent and advice of counsel.
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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: _____, 2019

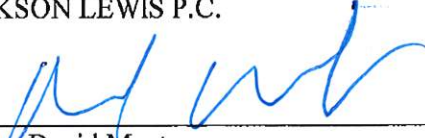
Daniela Caesar-Roden

Dated: _____, 2019

Yoga Works, Inc.
By: 
Its: 

Approved as to form:

Dated: 5/7, 2019

JACKSON LEWIS P.C.
By: 
David Montgomery
Attorneys for Defendant Yoga Works, Inc.

Dated: _____, 2019

GARTENBERG GELFAND HAYTON LLP

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

Dated: _____, 2019

CASKEY & HOLZMAN

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

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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: 6/1/2019, 2019

Daniela Caesar-Roden

Daniela Caesar-Roden

Dated: _____, 2019


Yoga Works, Inc.
By: _____
Its: _____

Approved as to form:

Dated: _____, 2019


JACKSON LEWIS P.C.
By: _____
David Montgomery
Attorneys for Defendant Yoga Works, Inc.

Dated: 6/7, 2019

GARTENBERG GELFAND HAYTON LLP


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

June 7, 2019
Dated: _____, 2019

CASKEY & HOLZMAN


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