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24 VANESSA BUSTOS, REZELLE BUSTOS,
25 and all others similarly situated

26 IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA

27 COUNTY OF SAN FRANCISCO

28 VANESSA BUSTOS and all others similarly
situated,

Plaintiff,

vs.

COFFEE MEETS BAGEL, INC.; ARUM
KANG; DAWOON KANG and DOES 1-60
inclusive,

Defendants.

Case No. CGC-19-575734

Action Filed: May 6, 2019

**AMENDED JOINT STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE**

Hon. Andrew Y. S. Cheng

1 **AMENDED JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 This Amended Joint Stipulation of Class Action Settlement and Release (“Settlement” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiffs Vanessa Bustos and Rezelle
4 Bustos (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly
5 situated and Vanessa Bustos as PAGA representative, and Defendants Coffee Meets Bagel, Inc., Arum
6 Kang, and Dawoon Kang (collectively “Defendants”) (“Defendants” and “Plaintiffs” shall collectively be
7 the “Parties”).

8 **DEFINITIONS**

9 The following definitions are applicable to this Settlement Agreement. Definitions contained
10 elsewhere in this Settlement Agreement will also be effective:

11 1. “Action” means *Bustos, et al. v. Coffee Meets Bagel, Inc., et al.*, Case No. CGC-19-
12 575734 (Superior Court of California, County of San Francisco).

13 2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
14 approved by the Court for Class Counsel’s litigation and resolution of the Action and the PAGA
15 representative claim, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the
16 Action, including but not limited to fees and expenses of experts, investigation expenses, postage,
17 telephone, and photocopying charges, costs associated with documenting the Settlement, providing any
18 notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement,
19 administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel
20 will request attorneys’ fees not in excess of one-third (1/3) of the Class Settlement Amount, or Seventy-
21 Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$76,666.67).

22 3. “Class Counsel” means Daniel Berko, Law Office of Daniel Berko, 819 Eddy Street, San
23 Francisco, California 94109 and Carlos Jato, Law Office of Carlos Jato, 819 Eddy Street, San Francisco,
24 California 94109.

25 4. “Class List” means a complete list of the 60 Class Members that Defendants will
26 diligently and in good faith compile from their records and provide to the Settlement Administrator and to
27 Class Counsel within twenty-one (21) calendar days after Preliminary Approval of this Settlement. The
28 Class List will be formatted in Microsoft Office Excel and will include each Class Member’s full name;

1 most recent mailing address and telephone number; Social Security number; dates of employment; the
2 respective number of Workweeks that each Class Member worked during the Class Period; and any other
3 relevant information needed to calculate settlement payments (i.e. the category of the class member
4 whether he/she is customer support, office manager, software engineer, marketing, recruiter, writer, or
5 event organizer). The Class List with Class Members' names, job titles, and number of Workweeks
6 worked is attached as **Exhibit B**.

7 5. "Class Member(s)" or "Settlement Class" means:

8 5(a) All individuals who have worked for Defendant Coffee Meets Bagel, Inc. in
9 the four years from May 6, 2015 and who were classified as independent
10 contractors at any time.

11 5(b) All individuals who have worked for Defendant Coffee Meets Bagel, Inc. in
12 the four years from May 6, 2015 and who were classified as salaried or
13 exempt employees at any time.

14 5(c) Class Member excludes any officer or individual defendant.

15 6. "Class Period" means the period from May 6, 2015 to the date of Preliminary Approval.

16 7. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiffs
17 in recognition of their effort and work in prosecuting the Action on behalf of Class Members, and for
18 their general release of claims. Subject to the Court granting final approval of this Settlement Agreement
19 and subject to the exhaustion of any and all appeals: (a) Plaintiff Vanessa Bustos will request Court
20 approval of a Class Representative Enhancement Payment of Two Thousand Five Hundred Dollars
21 (\$2,500); and (b) Plaintiff Rezelle Bustos will request Court approval of a Class Representative
22 Enhancement Payment of One Thousand Dollars (\$1,000). The Enhance Payments are not tethered to
23 Plaintiffs' general releases.

24 8. "Class Settlement Amount" means the Class Settlement Amount of Two Hundred Thirty
25 Thousand Dollars (\$230,000), to be paid by Defendants in full satisfaction of all Released Claims arising
26 from the Action, which includes all Individual Settlement Payments to Participating Class Members,
27 Attorneys' Fees and Costs to Class Counsel, the Class Representative Enhancement Payment to
28 Plaintiffs, the Labor and Workforce Development Agency Payment, and Settlement Administration Costs

1 to the Settlement Administrator. This Class Settlement Amount has been agreed to by Plaintiffs and
2 Defendants based on the aggregation of the agreed-upon settlement value of individual claims. In no
3 event will Defendants be liable for more than the Class Settlement Amount except as otherwise explicitly
4 set forth herein. There will be no reversion of the Class Settlement Amount to Defendants. Defendants
5 will be separately responsible for any employer payroll taxes required by law, including the employer
6 FICA, FUTA, and SDI contributions, which shall not be paid from the Class Settlement Amount.

7 9. “Court” means the Superior Court of California, County of San Francisco.

8 10. “Defendants” means Defendants Coffee Meets Bagel, Inc., Arum Kang, and Dawoon
9 Kang.

10 11. “Effective Date” means the later of: (i) if no timely objections are filed, or are withdrawn
11 prior to Final Approval, then the date of Final Approval; or (ii) if a Class Member files an objection to the
12 Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of Final Approval,
13 provide no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, then the
14 Effective Date will be the date of final resolution of that appeal (including any requests for rehearing
15 and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

16 12. “Final Approval” means the date on which the Court enters an order granting final
17 approval of the Settlement Agreement.

18 13. “Individual Settlement Payment” means each Participating Class Member’s respective
19 share of the Net Settlement Amount.

20 14. “Labor and Workforce Development Agency Payment” means the amount that the
21 Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) in connection
22 with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).
23 The Parties have agreed that Thirty Thousand Dollars (\$30,000) of the Class Settlement Amount will be
24 allocated to the resolution of Class Members’ claims arising under PAGA. Pursuant to PAGA, Seventy-
25 Five Percent (75%), or Twenty-two Thousand Five Hundred Dollars (\$22,500.00), of the PAGA
26 Settlement Amount will be paid to the California Labor and Workforce Development Agency, and
27 Twenty-Five Percent (25%), or Seven Thousand Five Hundred Dollars (\$7,500.00), of the PAGA
28 Settlement Amount will be included in the Net Settlement Amount.

1 15. “Net Settlement Amount” means the portion of the Class Settlement Amount remaining
2 after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the
3 Labor and Workforce Development Agency Payment, and Settlement Administration Costs. The Net
4 Settlement Amount will be distributed to Participating Class Members. There will be no reversion of the
5 Net Settlement Amount to Defendants.

6 16. “Notice of Objection” means a Class Member’s valid and timely written objection to the
7 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector’s full
8 name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection
9 accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other
10 documents upon which the objection is based; and (iv) a statement whether the objector intends to appear
11 at the final fairness hearing. Any Class Member who does not submit a timely written objection to the
12 Settlement, or who fails to otherwise comply with the specific and technical requirements of this section,
13 will be foreclosed from objecting to the Settlement and seeking any adjudication or review of the
14 Settlement, by appeal or otherwise.

15 17. “Notice Packet” means the Notice of Class Action Settlement, substantially in the form
16 attached as **Exhibit A**.

17 18. “Parties” means Plaintiffs and Defendants collectively.

18 19. “Participating Class Members” means all Class Members who do not submit timely and
19 valid Requests for Exclusion.

20 20. “Plaintiffs” means Plaintiff Vanessa Bustos and Plaintiff Rezelle Bustos.

21 21. “Preliminary Approval” means the Court order granting preliminary approval of the
22 Settlement Agreement.

23 22. “Released Claims” means all claims, rights, demands, liabilities, and causes of action,
24 arising from, or related to, the same set of operative facts as those set forth in the operative complaint,
25 including: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all
26 claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination
27 based on the preceding claims; (v) all claims for the failure to timely pay wages during employment
28 based on the preceding claims; (vi) all claims for wage statement violations based on the preceding

1 claims; (vii) all claims for unpaid sick leave based on the preceding claims; (viii) all claims asserted
2 through California Business & Professions Code §§ 17200 *et seq.*, and California Labor Code §§ 2698 *et*
3 *seq.* based on the preceding claims; and (ix) all claims asserted through California Labor Code § 558.1
4 based on the preceding claims. The Enhancement Payments are not tethered to Plaintiffs' general releases.

5 23. “Released Parties” means Defendants, their past or present officers, directors,
6 shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants,
7 insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates,
8 parents and attorneys, if any.

9 24. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
10 request to be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name,
11 address, telephone number and last four digits of the Social Security Number of the Class Member
12 requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement
13 Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement;
14 and (v) be emailed, faxed or postmarked on or before the Response Deadline.

15 25. “Response Deadline” means the deadline by which Class Members must postmark or fax
16 to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection to the
17 Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial
18 mailing of the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day
19 falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day
20 on which the U.S. Postal Service is open.

21 26. “Settlement Administration Costs” means the costs payable from the Class Settlement
22 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
23 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Class
24 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
25 Settlement Administration Costs will be paid from the Class Settlement Amount, including, if necessary,
26 any such costs in excess of the amount represented by the Settlement Administrator as being the
27 maximum costs necessary to administer the Settlement. The Settlement Administration Costs are
28 currently estimated to be Five Thousand Five Hundred Dollars (\$5,500.00) for administering the claims

1 of 60 individuals with two distribution rounds

2 27. “Settlement Administrator” means Phoenix Class Action Administration Solutions for
3 the purposes of administering this Settlement. The Parties each represent that they do not have any
4 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement
5 Administrator that could create a conflict of interest.

6 28. “Workweeks” means the number of days of employment for each Class Member during
7 the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to
8 the nearest whole number. All Class Members will be credited with at least one Workweek.

9 **TERMS OF AGREEMENT**

10 The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants agree as
11 follows:

12 29. Funding of the Class Settlement Amount. Defendants will make a one-time deposit of
13 the Class Settlement Amount of Two Hundred Thirty Thousand Dollars (\$230,000) into a qualified
14 settlement account to be established by the Settlement Administrator. Defendants will pay the
15 employer’s share of payroll taxes separately. After the Effective Date, the Class Settlement Amount will
16 be used for: (i) Individual Settlement Payments; (ii) the Labor and Workforce Development Agency
17 Payment; (iii) the Class Representative Enhancement Payment; (iv) Attorneys’ Fees and Costs; and (v)
18 Settlement Administration Costs. Defendants will deposit the Class Settlement Amount and the
19 employer’s share of payroll taxes within sixty (60) calendar days after the Effective Date.

20 30. Attorneys’ Fees and Costs. Class Counsel will seek approval for Attorneys’ Fees and
21 Costs of not more than Seventy-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents
22 (\$76,666.67), which will be paid from the Class Settlement Amount.

23 31. Class Representative Enhancement Payment. In exchange for a general release, and in
24 recognition of their effort and work in prosecuting the Action on behalf of Class Members, Defendants
25 agree not to oppose or impede any application or motion for a Class Representative Enhancement
26 Payment of Two Thousand Five Hundred Dollars (\$2,500) to Plaintiff Vanessa Bustos and a Class
27 Representative Enhancement Payment of One Thousand Dollars (\$1,000) to Plaintiff Rezelle Bustos.
28 The Class Representative Enhancement Payments will be paid from the Class Settlement Amount and

1 will be in addition to Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement. Plaintiffs
2 will be solely and legally responsible to pay any and all applicable taxes on the Class Representative
3 Enhancement Payment. These Enhancement Payments are not tethered to Plaintiffs' general releases.

4 32. Settlement Administration Costs. The Settlement Administrator will be paid for the
5 reasonable costs of administration of the Settlement and distribution of payments from the Class
6 Settlement Amount, which is currently estimated to be Five Thousand Five Hundred Dollars (\$5,500.00).
7 These costs, which will be paid from the Class Settlement Amount, will include, *inter alia*, the required
8 tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms,
9 distributing Notice Packets, calculating and distributing the Class Settlement Amount, and providing
10 necessary reports and declarations.

11 33. Labor and Workforce Development Agency Payment. Subject to Court approval, the
12 Parties agree that the amount of Thirty Thousand Dollars (\$30,000.00) from the Class Settlement Amount
13 will be designated for satisfaction of Plaintiff's and Class Members' PAGA claims. Pursuant to PAGA,
14 Seventy-Five Percent (75%), or Twenty-two Thousand Five Hundred Dollars (\$22,500.00), of this sum
15 will be paid to the LWDA and Twenty-Five Percent (25%), or Seventy Five Hundred Dollars
16 (\$7,500.00), will become part of the Net Settlement Amount.

17 34. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
18 Participating Class Members or the LDWA. No portion of the Net Settlement Amount will revert to or
19 be retained by Defendants.

20 35. Individual Settlement Payment Calculations. Individual Settlement Payments will be
21 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class
22 Member worked during the Class Period. Specific calculations of Individual Settlement Payments will be
23 made as follows:

24 35(a) Defendants will calculate the total number of Workweeks worked by each
25 Class Member during the Class Period and the aggregate total number of
26 Workweeks worked by all Class Members during the Class Period.

27 35(b) To determine each Class Member's estimated "Individual Settlement
28 Payment," the Settlement Administrator will use the following formula: The

1 Net Settlement Amount will be divided by the aggregate total number of
2 Workweeks, resulting in the “Workweek Value” or “WV.” Each Class
3 Member’s “Individual Settlement Payment” will be calculated by
4 multiplying each individual Class Member’s total number of Workweeks by
5 the Workweek Value. In a second step, the WV value will be adjusted in
6 accordance with the nature of the class member employment. Customer
7 Support employees will have a WV value of 100%, Office Managers and
8 Human Resources WV value will be 100%; Engineers and Data Scientists
9 WV will be 25%; Marketing will have a WV value of 50%; recruiters 25%;
10 Writers 25%; event producers 25% Designers 25%. (specifically by this
11 adjustment of the WV value, the parties intend that the Net Settlement will
12 be entirely distributed between class members).

13 35(c) The Individual Settlement Payment will be reduced by any required
14 deductions for each Participating Class Member as specifically set forth
15 herein, including employee-side tax withholdings or deductions.

16 35(d) The entire Net Settlement Amount will be disbursed to all Class Members
17 who do not submit timely and valid Requests for Exclusion. If there are any
18 valid and timely Requests for Exclusion, the Settlement Administrator shall
19 proportionately increase the Individual Settlement Payment for each
20 Participating Class Member according to the number of Workweeks worked,
21 so that the amount actually distributed to the Settlement Class equals 100%
22 of the Net Settlement Amount.

23 36. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
24 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
25 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
26 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
27 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
28 Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions,

1 or amounts to which any Class Members may be entitled under any benefit plans.

2 37. Administration Process. The Parties agree to cooperate in the administration of the
3 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
4 administration of the Settlement.

5 38. Delivery of the Class List. Within twenty-one(21) calendar days of Preliminary
6 Approval, Defendants will provide the Class List to the Settlement Administrator and to Class Counsel.

7 39. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
8 List from Defendants, the Settlement Administrator will mail a Notice Packet to all Class Members via
9 regular First-Class U.S. Mail and e-mail, using the most current, known mailing addresses identified in
10 the Class List.

11 40. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
12 Administrator will perform a search based on the National Change of Address Database for information
13 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
14 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent within
15 seven (7) calendar days via regular First-Class U.S. Mail to the forwarding address affixed thereto and the
16 Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding
17 address is provided, the Settlement Administrator will promptly attempt to determine the correct address
18 using a skip-trace, or other search using the name, address and/or Social Security number of the Class
19 Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-
20 mailed Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15)
21 calendar days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or
22 an objection to the Settlement.

23 41. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
24 will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's
25 principal terms; (iii) the Settlement Class definition; (iv) the total number of Workweeks each respective
26 Class Member worked for Defendants during the Class Period; (v) each Class Member's estimated
27 Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the
28 dates which comprise the Class Period; (vii) instructions on how to submit Requests for Exclusion or

1 Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request for
2 Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

3 42. Disputed Information on Notice Packets. Class Members will have an opportunity to
4 dispute the information provided in their Notice Packets. To the extent Class Members dispute their
5 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
6 Settlement Administrator showing that such information is inaccurate. The Settlement Administrator will
7 decide the dispute. Defendants' records will be presumed correct, but the Settlement Administrator will
8 evaluate the evidence submitted by the Class Member and will make the final decision as to the merits of
9 the dispute. All disputes will be decided within ten (10) business days of the Response Deadline.

10 43. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
11 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
12 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
13 receiving the defective submission to advise the Class Member that his or her submission is defective and
14 that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
15 until (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter, whichever
16 date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is
17 not postmarked or received by fax within that period, it will be deemed untimely.

18 44. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
19 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
20 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
21 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
22 for Exclusion has been timely submitted.

23 45. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
24 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request
25 for Exclusion will be bound by all of its terms, including those pertaining to the Released Claims, as well
26 as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

27 46. Releases by Participating Class Members. Upon the Effective Date, and except as to
28 such rights or claims as may be created by this Settlement Agreement, each Participating Class Member,

1 together and individually, on their behalf and on behalf of their respective spouses, heirs, executors,
2 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
3 Parties, or any of them, from each of the Released Claims during the Class Period.

4 47. Objection Procedures. To object to the Settlement Agreement, a Class Member must
5 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
6 Deadline. The Notice of Objection must be signed by the Class Member and contain all information
7 required by this Settlement Agreement. The postmark will be deemed the exclusive means for
8 determining that the Notice of Objection is timely. Class Members who fail to object in the manner
9 specified above will be deemed to have waived all objections to the Settlement and will be foreclosed
10 from making any objections, whether by appeal or otherwise, to the Settlement Agreement. Class
11 Members who postmark timely Notices of Objection will have a right to appear at the Final Approval
12 Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their
13 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the
14 Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any
15 Class Members with respect to any such objections to this Settlement.

16 48. Certification Reports Regarding Individual Settlement Payment Calculations. The
17 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that
18 certifies the number of Class Members who have submitted valid Requests for Exclusion, objections to
19 the Settlement, and whether any Class Member has submitted a challenge to any information contained in
20 their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties
21 any updated reports regarding the administration of the Settlement Agreement as needed or requested.

22 49. Distribution Timing of Individual Settlement Payments. Within ninety (90) calendar
23 days of the Effective Date, the Settlement Administrator will issue payments to: (i) Participating Class
24 Members; (ii) the Labor and Workforce Development Agency; (iii) Plaintiffs; and (iv) Class Counsel.
25 The Settlement Administrator will also issue a payment to itself for Court-approved services performed in
26 connection with the Settlement.

27 50. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
28 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for

1 more than one hundred and twenty (120) calendar days after issuance will be redistributed to the class
2 members who did cash their checks on the 125th day after the initial mailing. In the event that there are
3 any leftover funds not distributed to class members 120 days after the second re-distribution, then any
4 amounts of uncashed checks will be tendered to the *cy pres* beneficiary, San Francisco Legal Aid at
5 Work 180 Montgomery Street, Suite 600 San Francisco, CA 94104 Tel: 415-864-8848.

6 51. Certification of Completion. Upon completion of administration of the Settlement, the
7 Settlement Administrator will provide a written declaration under oath to certify such completion to the
8 Court and counsel for all Parties.

9 52. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
10 be allocated as follows: (i) Twenty-Five Percent (25%) of each Individual Settlement Payment will be
11 allocated as wages for which IRS Forms W-2 will be issued; and (ii) Seventy-Five (75%) will be
12 allocated as non-wages for which IRS Forms 1099-MISC will be issued.

13 53. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
14 will be responsible for issuing to Plaintiffs, Participating Class Members, and Class Counsel any W-2,
15 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The
16 Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the
17 appropriate government authorities.

18 54. Tax Liability. Defendants make no representation as to the tax treatment or legal effect
19 of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on
20 any statement, representation, or calculation by Defendants or by the Settlement Administrator in this
21 regard.

22 55. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
23 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
24 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
25 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
26 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
27 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL
28 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE

1 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
2 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
3 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN,
4 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
5 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
6 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
7 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
8 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
9 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
10 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY
11 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY
12 SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
13 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
14 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
15 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
16 AGREEMENT.

17 56. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
18 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
19 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or
20 right herein released and discharged.

21 57. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
22 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
23 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
24 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
25 likewise be treated as void from the beginning.

26 58. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
27 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
28 Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii)

1 preliminary approval of the proposed Settlement Agreement, (iii) setting a date for a final fairness
2 hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class
3 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will
4 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
5 proposed Notice of Class Action Settlement, attached as **Exhibit A**. Class Counsel will be responsible
6 for drafting all documents necessary to obtain preliminary approval.

7 59. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
8 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
9 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
10 Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii)
11 the Class Representative Enhancement Payment; (iii) Individual Settlement Payments; (iv) the Labor and
12 Workforce Development Agency Payment; (v) all Settlement Administration Costs. The final fairness
13 hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel
14 will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also
15 be responsible for drafting the attorneys' fees and costs application to be heard at the final approval
16 hearing.

17 60. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
18 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval.
19 After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing:
20 (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration
21 matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this
22 Settlement Agreement.

23 61. Release by Plaintiffs. Upon the Effective Date, in addition to the claims being released
24 by all Participating Class Members, Plaintiffs will release and forever discharge the Released Parties, to
25 the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not
26 asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of this
27 Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the
28 California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive

1 any and all rights and benefits conferred upon him by the provisions of Section 1542 of the California
2 Civil Code or similar provisions of applicable law which are as follows:

3 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
4 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**
5 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
6 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
7 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
8 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**
9 **OR RELEASED PARTY.**

10 62. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
11 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
12 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

13 63. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
14 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
15 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
16 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
17 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
18 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
19 contradict the terms of this Settlement Agreement.

20 64. Amendment or Modification. No amendment, change, or modification to this Settlement
21 Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

22 65. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
23 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
24 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
25 this Settlement Agreement to effectuate its terms and to execute any other documents required to
26 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
27 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
28 reach agreement on the form or content of any document needed to implement the Settlement, or on any

1 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
2 may seek the assistance of the Court to resolve such disagreement.

3 66. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
4 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

5 67. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
6 will be governed by and interpreted according to the laws of the State of California.

7 68. Execution and Counterparts. This Settlement Agreement is subject only to the execution
8 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
9 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
10 copies of the signature page, will be deemed to be one and the same instrument.

11 69. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
12 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
13 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
14 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
15 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
16 fairness and reasonableness of this Settlement.

17 70. Invalidity of Any Provision. Before declaring any provision of this Settlement
18 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
19 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
20 valid and enforceable.

21 71. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
22 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may
23 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and
24 either party may appeal any court order that materially alters the Settlement Agreement's terms.

25 72. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
26 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
27 approved, the stipulation to certification will be void. The Parties further agree that certification for
28 purposes of the Settlement is not an admission that class action certification is proper under the standards

1 applied to contested certification motions and that this Settlement Agreement will not be admissible in
2 this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants
3 are liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

4 73. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
5 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
6 entering into this Settlement, Defendants do not admit, and specifically deny, that they violated any
7 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
8 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
9 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
10 respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any
11 of the negotiations connected with it, will be construed as an admission or concession by Defendants of
12 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to
13 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
14 offered or received as evidence in any action or proceeding to establish any liability or admission on the
15 part of Defendants or to establish the existence of any condition constituting a violation of, or a non-
16 compliance with, federal, state, local or other applicable law.

17 74. No Public Comment: The Parties and their counsel agree that they will not issue any
18 press releases, initiate any contact with the press, respond to any press inquiry, or have any
19 communication with the press about the fact, amount or terms of the Settlement.

20 75. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
21 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
22 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

23 76. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
24 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
25 more strictly against one party than another merely by virtue of the fact that it may have been prepared by
26 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between
27 the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

28 77. Representation By Counsel. The Parties acknowledge that they have been represented by

1 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that
2 this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs
3 and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

4 78. All Terms Subject to Final Court Approval. All amounts and procedures described in
5 this Settlement Agreement herein will be subject to final Court approval.

6 79. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
7 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
8 Settlement Agreement.

9 80. Binding Agreement. The Parties warrant that they understand and have full authority to
10 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
11 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any
12 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise
13 might apply under federal or state law.

14 **READ CAREFULLY BEFORE SIGNING**

15
16 Dated: Feb 17, 2022

Vanessa Bustos
17 Vanessa Bustos (Feb 17, 2022 19:01 PST)
18 Plaintiff Vanessa Bustos

19
20 Dated: Feb 18, 2022

Rezelle Bustos
21 Rezelle Bustos (Feb 18, 2022 09:22 PST)
22 Plaintiff Rezelle Bustos

23 Dated: _____

24 _____
25 Defendant Coffee Meets Bagel, Inc.
26 By: David Miller
27 Its: Human Resources/Operations Manager

28 Dated: _____

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Dated: _____

Defendant Dawoon Kang

APPROVED AS TO FORM

Dated: Feb 18, 2022

LAW OFFICE OF DANIEL BERKO

Daniel Berko

By: Daniel Berko (Feb 18, 2022 09:30 PST)

Daniel Berko
Attorneys for Plaintiffs
VANESSA BUSTOS, REZELLE
BUSTOS, and all others similarly situated

Dated: Feb 17, 2022

LAW OFFICE OF CARLOS JATO



By: Carlos Jato (Feb 17, 2022 18:52 PST)

Carlos Jato
Attorneys for Plaintiffs
VANESSA BUSTOS, REZELLE
BUSTOS, and all others similarly situated

Dated: _____

KAUFMAN DOLOWICH & VOLUCK, LLP

By: _____

Robert Silver
Marcus Dong
Attorneys for Defendants
COFFEE MEETS BAGEL, INC., ARUM
KANG, and DAWOON KANG

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2 this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs
3 and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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11 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any
12 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise
13 might apply under federal or state law.

14 **READ CAREFULLY BEFORE SIGNING**

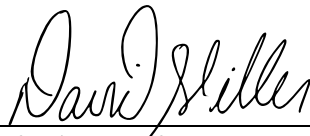
15
16 Dated: _____

17 Plaintiff Vanessa Bustos

18
19
20 Dated: _____

21 Plaintiff Rezelle Bustos

22
23 Dated: February 17, 2022



24 Defendant Coffee Meets Bagel, Inc.
25 By: David Miller
26 Its: Human Resources/Operations Manager

27
28 Dated: February 17, 2022



29 Defendant Arum Kang

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Dated: February 17, 2022



Defendant Dawoon Kang

APPROVED AS TO FORM

Dated: _____

LAW OFFICE OF DANIEL BERKO

By: _____
Daniel Berko
Attorneys for Plaintiffs
VANESSA BUSTOS, REZELLE
BUSTOS, and all others similarly situated

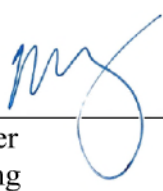
Dated: _____

LAW OFFICE OF CARLOS JATO

By: _____
Carlos Jato
Attorneys for Plaintiffs
VANESSA BUSTOS, REZELLE
BUSTOS, and all others similarly situated

Dated: February 18, 2022

KAUFMAN DOLOWICH & VOLUCK, LLP

By: 

Robert Silver
Marcus Dong
Attorneys for Defendants
COFFEE MEETS BAGEL, INC., ARUM
KANG, and DAWOON KANG

Exhibit A

Bustos, et al. v. Coffee Meets Bagel, Inc., et al., Case No. CGC-19-575734
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN FRANCISCO
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully.

To: All persons who have worked for Defendant Coffee Meets Bagel, Inc. and who were classified as independent contractors at any time. From May 6, 2015 to [date of preliminary approval]; and

All persons who have worked for Defendant Coffee Meets Bagel, Inc. and who were classified as salaried or exempt employees at any time from May 6, 2015 to [date of preliminary approval].

On [date of preliminary approval], the Honorable Andrew Y.S. Cheng of the Superior Court of California, County of San Francisco granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants' records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _____ a.m./p.m. on _____, 2022 in Department 613 of the Superior Court of California, County of San Francisco located at 400 McAllister Street, San Francisco, California 94102. You are not required to attend the hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiff Vanessa Bustos and Rezelle Bustos, on their behalf and on behalf of other current and former allegedly misclassified individuals, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay overtime wages to individuals for all hours worked; (2) provide individuals with meal and rest breaks; (3) timely pay all wages owed to individuals during each pay period and upon termination; and (4) provide individuals with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On April 19, 2021, the parties participated in a mediation with Michael Loeb, Esq., an experienced and well-respected class action mediator. With Mr. Loeb's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiff, and the attorneys preliminarily appointed by the Court to represent the class, Daniel Berko of Law Office of Daniel Berko and Carlos Jato of Law Office of Carlos Jato ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class

Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiff's claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$230,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members (individuals who do not submit timely requests to be excluded from this settlement); (2) a Class Representative Enhancement Payment of \$2,500 to Plaintiff Vanessa Bustos and \$1,000 to Plaintiff Rezelle Bustos, which is to compensate them in recognition for their effort and work in prosecuting this action on behalf of the class against the defendants¹; (3) \$76,666.67 in attorneys' fees and costs and expenses; (4) a \$22,500 payment to the California Labor and Workforce Development Agency ("LWDA") in connection and accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), and (5) reasonable Settlement Administrator's (Phoenix Class Action Settlement Solutions – contact information below) fees and expenses currently estimated at \$5,500. After deducting the Class Representative Enhancement Payment, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$122,333.33 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

Each Class Member's settlement payment will be based on the number of Workweeks each Class Member worked as allegedly misclassified during the period from May 6, 2015 to [the date of Preliminary Approval] ("Class Period"). The formula for calculating settlement payments is as follows:

- (a) Defendants will calculate the total aggregate number of Workweeks that all Class Members worked during the applicable Class Period ("Total Workweeks").
- (b) The value of each individual Workweek shall then be determined by dividing the proceeds of the Net Settlement Amount by the Total Workweeks amount, resulting in the "Workweek Value" or "WV".
- (c) An "Individual Settlement Payment" amount for each Class Member will then be determined by multiplying the individual Class Member's number of Workweeks by the Workweek Value and the Class Member's multiplier based on his/her job while providing services for Defendants. For instance, Customer Support employees will have a WV value of 100%, Office Managers and Human Resources WV value will be 100%; Engineers and Data Scientists WV will be 25%; Marketing will have a WV value of 50%; recruiters 25%; Writers 25%; event producers 25% Designers 25%. (specifically, by this adjustment of the WV value, the Net Settlement will be entirely distributed between class members).

¹ The enhancement payments are not tethered to plaintiffs' general releases.

Questions? Contact Phoenix Class Action Settlement Solutions toll free at 1-800-523-5773

Email: [insert]

Website: [insert]

Page 2 of 6

- (d) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion, which is a timely request to be excluded from this settlement.

Why are you receiving this letter?

According to Defendants' records, you worked during the Class Period for a total of [] Workweeks. Accordingly, your estimated payment is approximately \$ [] as a [insert job classification here].

Disputing Workweek Information and Updating Your Contact Information:

If you believe the above Workweek information is incorrect, please contact the Settlement Administrator, Phoenix Class Action Settlement Solutions, by phone at 1-800-523-5773; by fax at [insert number], or by email at [insert].

You may also contact the Settlement Administrator to update your contact information. This is important because the Settlement Administrator will be able to provide you with future communications about this matter.

It is important that if you dispute the number of Workweeks or the type of services you provided for Defendants, you must provide records in support of your dispute to the administrator because Defendants' records will control unless you are able to provide documentation that establishes otherwise. This is important because it could impact your share of the settlement. For example, you may submit wage statements, tax returns, agreements, correspondence, or any other documentation showing the number of Workweeks you worked and/or the type of services you provided.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 25% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 75% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement*

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims ("Released Claims): all claims, rights, demands, liabilities, and causes of action, arising from, or related to, the same set of operative facts as those set forth in the operative complaint, including: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break

Questions? Contact Phoenix Class Action Settlement Solutions toll free at 1-800-523-5773

**Email: [insert]
Website: [insert]
Page 3 of 6**

violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination based on the preceding claims; (v) all claims for the failure to timely pay wages during employment based on the preceding claims; (vi) all claims for wage statement violations based on the preceding claims; (vii) all claims for unpaid sick leave based on the preceding claims; (viii) all claims asserted through California Business & Professions Code §§ 17200 *et seq.*, and California Labor Code §§ 2698 *et seq.* based on the preceding claims; and (ix) all claims asserted through California Labor Code § 558.1 based on the preceding claims.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Phoenix Class Action Settlement Solutions
c/o include fax and email address

The written request to be excluded must be postmarked, faxed or emailed not later than **[insert date – bold]**. If you submit a request for exclusion which is not postmarked, faxed or emailed by **[insert date – bold]**, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

PLEASE NOTE: While you may elect to opt-out from the class settlement and the class claims, you may not opt-out of the settlement of the PAGA claims. In other words, even if you opt-out of the class settlement you cannot do so from the PAGA claim and you will still receive your share of the settlement PAGA settlement payment and will release your claims under PAGA.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at **[Phoenix Class Action’s address]**.

All objections must be postmarked by not later than **[insert date]**, **2022**. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude

Questions? Contact Phoenix Class Action Settlement Solutions toll free at 1-800-523-5773

Email: **[insert]**
Website: **[insert]**
Page 4 of 6

yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for [redacted] at [redacted] a.m./p.m. in the Superior Court of the State of California, for the County of San Francisco and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Go to the Hearing:

Regardless of the options you select from above, you can also appear in person at the Final Fairness Hearing set for [redacted] at [redacted] a.m./p.m. in the Department 613 of the Superior Court of the State of California, for the County of San Francisco. You may also retain an attorney at your own expense to appear for you at the hearing.

Additional Information

Uncashed Checks

Any settlement checks returned as undeliverable and remaining un-cashed for more than one hundred and twenty (120) calendar days after issuance will be redistributed to the class members who did cash their checks on the 125th day after the initial mailing. In the event that there are any leftover funds not distributed to class members 120 days after the second re-distribution, then any amounts of uncashed checks will be tendered to the *cy pres* beneficiary, San Francisco Legal Aid at Work 180 Montgomery Street, Suite 600 San Francisco, CA 94104 Tel: 415-864-8848. No money will revert back to the Defendants

Additional Information About the Lawsuit

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case which are available at [administrator website].

You may obtain such information from the Court’s website at <https://www.sfsuperiorcourt.org>, which provides access to the full docket in this case free of charge. On the homepage, click on “Online Services” and then “Case Query.” When prompted, you may “Search by Case Number” and enter case number CGC-19-575734.

All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Daniel Berko Law Office of Daniel Berko	Carlos Jato Law Office of Carlos Jato
---------------------------------------------------	-------------------------------------------------

Questions? Contact Phoenix Class Action Settlement Solutions toll free at 1-800-523-5773

Email: [insert]

Website: [insert]

819 Eddy Street San Francisco, California 94109 Phone: (415) 771-6174	819 Eddy Street San Francisco, California 94109 Phone: (415) 771-6174
-----------------------------------------------------------------------------	-----------------------------------------------------------------------------

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

The settlement website [web address here] contains the following documents:

operative complaint,
notice, settlement agreement,
order of preliminary approval.
tentative rulings dated _____
[list any subsequent documents here]

4835-0591-9206, v. 1

Questions? Contact Phoenix Class Action Settlement Solutions toll free at 1-800-523-5773

Email: [insert]

Website: [insert]

Page 6 of 6

Exhibit B

	A	B	C	D	E	F
1	Last Name	First Name	Job title	Start of Employment	End of Employment	Number of Workweeks Worked
2	Alley	Max	Customer Support	5/1/2017	3/19/2018	46
3	Arth	Kristine	Designer	11/5/2018	11/13/2018	1
4	Babber	Ajay	Recruiter	7/2/2018	8/15/2018	6
5	Barragan	Vanessa	Customer Support	12/27/2016	1/13/2017	2
6	Blount	Kaitlyn	Writer	5/13/2019	2/11/2022	143.57
7	Bohn	Tsianina	Engineer	3/12/2018	2/11/2022	204.57
8	Brown	Raven	Customer Support	6/12/2018	8/24/2018	10
9	Bustos	Rezelle	Customer Support	6/9/2018	1/24/2019	33
10	Bustos	Vanessa	Customer Support	1/30/2017	1/24/2019	103
11	Butterfield	Paige	Writer	8/13/2018	2/11/2022	182.57
12	Campbell	Paul	Recruiter	11/19/2018	1/17/2019	8
13	Chuzhbinin	Phillip	Engineer	11/18/2014	2/11/2022	377.43
14	Citowicz	Lukasz	Engineer	4/13/2015	2/11/2022	356.57
15	Cockrell	Katie	Marketing	3/27/2017	9/8/2017	23
16	Cody	Alex	Designer	11/17/2017	11/24/2017	1
17	Dao	Amanda	Recruiter	8/2/2016	10/25/2016	12
18	Deshpande	Maya	Marketing	9/6/2017	2/28/2018	25
19	Dimulsecu	Vlad	Engineer	9/2/2020	2/11/2022	75.29
20	Easton	Benjamin	Engineer	9/12/2016	6/28/2019	145
21	Ellis	Sarah	Writer	5/16/2019	5/23/2019	1
22	Fard	Bijan	Engineer	6/10/2019	8/16/2019	9
23	Foster	Jenny	Customer Support	12/16/2019	2/11/2022	112.57
24	Galczyński	Patryk	Engineer	9/9/2019	9/2/2020	51
25	Garcia	Alec	Engineer	9/6/2016	9/16/2016	1
26	Garcia	Monica	Office Manager	5/22/2017	3/21/2018	43
27	Geers	Jacob	Writer	5/16/2019	5/23/2019	1
28	Gutman	Maksim	Engineer	6/28/2019	11/2/2019	18
29	Gyory	Lila	Customer Support	12/5/2016	5/11/2018	74
30	Han	Keeyong	Engineer	5/18/2018	8/14/2018	21
31	Harper	Jonathan	Engineer	9/2/2020	2/11/2022	75.29
32	Harvey	Tianna	Designer	11/2/2017	11/9/2017	1
33	Hwang	Ruby	Marketing	6/13/2016	7/22/2016	5
34	Jackson	Barnaby	Engineer	9/17/2013	11/23/2015	114
35	Jain	Adish	Engineer	6/10/2019	8/16/2019	9
36	Joshi	Archit	Engineer	8/20/2014	11/4/2016	114
37	Kesler	Megan	Event Producer	3/26/2018	5/30/2018	9
38	Lee	Wen	Engineer	10/30/2017	9/30/2018	50
39	Li	Yi	Engineer	4/13/2015	2/11/2022	356.57
40	Lyman	Curtiss	Data Science Intern	6/24/2019	9/1/2019	10
41	Matthew	Jessica	Customer Support	9/10/2018	12/16/2019	66
42	Merl	Ryan	Engineer	5/9/2016	5/6/2020	208
43	Miller	David	Human Resources	1/5/2015	2/11/2022	370.57
44	Mullins	Jennifer	Designer	5/14/2018	8/2/2018	10
45	Page	Madelaine	Engineer	2/11/2019	3/15/2020	57
46	Park	Jason	Writer	9/26/2018	3/8/2019	23
47	Peot	Monique	Office Manager	3/7/2018	2/11/2022	205.29
48	Popescu	Flavius	Engineer	9/1/2014	11/23/2016	116
49	Pratt	Bella	Recruiter	4/29/2016	10/11/2016	23
50	Pyrathon	Daniel	Engineer	9/8/2015	3/15/2019	183
51	Rosen	Melissa	Customer Support	8/17/2015	6/15/2018	146
52	Studer	Gordon	Designer	8/15/2016	8/18/2016	1
53	Sy	Linda	Customer Support	1/5/2015	7/15/2015	27

	A	B	C	D	E	F
54	Tang	Vivian	Recruiter	10/25/2016	11/1/2016	1
55	Thompson	Audrie	Designer	5/18/2015	2/11/2022	351.57
56	Tully	Shannon	Engineer	4/15/2019	2/11/2022	147.57
57	Vayias	Nicolas	Engineer	9/12/2016	6/28/2019	145
58	Vogel	John	Engineer	9/15/2019	12/19/2019	13
59	Wang	Isaac	Engineer	12/4/2018	2/28/2019	12
60	Whitcomb	Stanislaus	Engineer	11/2/2015	3/15/2016	18
61	Xie	Jolene	Designer	8/15/2016	8/29/2016	3
62						
63						
64						
65						4957.428571