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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MARIA DE LA LUZ BAUTISTA-PEREZ, LUZ)
PEREZ BAUTISTA and SALVADORA)
CORREA, on behalf of themselves and all others)
similarly situated,)

Plaintiffs,)

v.)

JUUL LABS, INC., COALITION FOR)
REASONABLE VAPING REGULATION,)
LONG YING INTERNATIONAL, INC.,)
DAVID M. HO, and DOES 1-10 inclusive,)

Defendants.)

Case No. 4:20-cv-01613-HSG

**CLASS ACTION SETTLEMENT
AGREEMENT**

1 Plaintiffs Maria De La Luz Perez Bautista, Luz Perez Bautista, and Salvadora Correa, on
2 behalf of themselves and all others similarly situated, and Defendants Juul Labs, Inc. (“JLI”),
3 Coalition for Reasonable Vaping Regulation (“CRVR”), Long Ying International, Inc. (“LYI”),
4 and David Ho, recognizing that this Class Action Settlement Agreement ("this Agreement") is
5 subject to approval by the Court, hereby agree as follows:

6 **I. NO ADMISSION OF LIABILITY.**

7 Defendants deny any liability or wrongdoing of any kind associated with the claims alleged
8 in this matter. Nothing in this Agreement shall be construed or deemed as an admission of
9 liability, culpability, employment, negligence, or wrongdoing on the part of Defendants.

10 Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the
11 Action, and further deny that the Action is appropriate for collective treatment for any purpose
12 other than this Settlement.

13 **II. PARTIES TO THIS AGREEMENT.**

14 As set forth above, the Parties to this Agreement are the Plaintiffs, JLI, CRVR, LYI, and
15 David Ho. On the Date of Finality, the Parties to this Agreement also shall include each Class
16 Member, as that term is defined below, excluding those who timely and validly opt out, as
17 provided below.

18 **III. FAIRNESS OF SETTLEMENT.**

19 The Parties stipulate and agree that the settlement set forth in this Agreement, and its terms,
20 are fair, just, reasonable, adequate and equitable to the Class Members, are the product of good
21 faith, arms-length negotiations between the Parties, are consistent with public policy, and fully
22 comply with applicable provisions of law.

23 **IV. DEFINITIONS**

24 The following definitions apply with respect to this Agreement and all related documents:

25 **A.** The “Action” is the lawsuit *Maria de la Luz Bautista-Perez, Luz Perez Bautista and*
26 *Salvadora Correa v. Juul Labs, Inc., Coalition for Reasonable Vaping Regulation, Long*
27 *Ying International, Inc., and David M. Ho*, case number: 20-cv-01613-HSG, filed in the
28 Northern District of California.

1 **B.** The “Aggrieved Employees” and the “Class” consists of all individuals who were
2 hired directly by Long Ying International, Inc. to perform phone banking, canvassing
3 and/or administrative tasks for the Yes on C Campaign and did perform such work at any
4 time during the Class Period.

5 **C.** "Class Period" means July 2, 2019 through November 4, 2019.

6 **D.** "Class Representatives" means Plaintiffs.

7 **E.** "Date of Finality" means the later of (i) the date the Court both enters an order
8 granting Final Approval of the settlement reflected in this Agreement, and dismisses the
9 Action with prejudice, or (ii) the date the Order Granting Final Approval of Class
10 Settlement and/or other Judgment (collectively the "Judgment") becomes Final, as defined
11 below.

12 **F.** "Final" means the later of (a) the date of final approval by the Court; or (b) if there
13 are objections to the settlement which are not withdrawn, and if an appeal, review or writ is
14 not sought from the Judgment, the thirty-first (31st) day after service of notice of entry of
15 judgment; or (c) if an appeal, review or writ is sought from the Judgment, the day after the
16 Judgment is affirmed or the appeal, review or writ is dismissed or denied, and the Judgment
17 is no longer subject to further judicial review.

18 **G.** "Final Approval Hearing" means the date set forth by the Court in the Order for
19 Preliminary Approval and Notice of Class Settlement, subject to the Court's approval, on
20 which a Final Fairness and Approval Hearing shall be held before the Court in order (1) to
21 review this Agreement and determine whether the Court should give it final approval; and
22 (2) to consider any timely objections made pursuant to the Agreement and all responses by
23 the Parties to such objections. At the Final Fairness and Approval Hearing, the Parties shall
24 ask the Court to give final approval to this Agreement and shall submit to the Court a
25 Proposed Final Order Approving Settlement of Class Action and Dismissal, which the
26 Parties shall jointly agree upon in advance and which shall be entered in the Action.

27 **H.** "Individual Settlement Payment" means payment to be made to Class Members via
28 a “Settlement Check” mailed to each such Class Member pursuant to the terms of this

1 Agreement.

2 **I.** "Opt-In Plaintiff" means all Plaintiffs who have submitted a valid Opt-in Form to
3 participate in the FLSA claim in this lawsuit, which includes Maria de la Luz Bautista
4 Perez.

5 **J.** "Person(s)" means people and all types of entities and organizations.

6 **K.** "Plaintiffs' Counsel" means Legal Aid at Work and Leonard Carder LLP, and all
7 attorneys employed by those firm.

8 **L.** "Release Period" means July 2, 2019 through November 4, 2019.

9 **M.** "Settlement Administrator" means CPT Group, which the Parties have agreed to
10 retain to assist them in the administration of the settlement and the claims process,
11 following preliminary approval of this proposed settlement.

12 **V. CONDITIONAL CERTIFICATION**

13 **A.** Solely for the purposes of the settlement reflected in this Agreement, the Class of
14 persons to be conditionally certified pursuant to Rule 23(b)(3) of the Federal Rules of Civil
15 Procedure shall be defined as set forth in Section IV of this Agreement; upon the Date of
16 Finality, the certification of the Class shall become final, not conditional.

17 **B.** Because the Parties have stipulated to the certification of the Class for settlement
18 purposes only, to be effective this Agreement must receive preliminary and final approval
19 by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.
20 This Agreement is contingent upon the approval and certification by the Court of the Class
21 as a non-mandatory (i.e. "opt-out") class for settlement purposes only. If the Date of
22 Finality does not occur, the fact that the Parties were willing to stipulate to class
23 certification for the purposes of this Agreement shall have no bearing on, or be admissible
24 in connection with, the issue of whether any class should be certified in a non-settlement
25 context. If the Date of Finality does not occur, this Agreement shall be deemed null and
26 void, shall be of no force or effect whatsoever, and shall not be referred to or used for any
27 purpose whatsoever. Defendants expressly reserve their rights to challenge the propriety of
28 class certification for any purpose, if the Date of Finality does not occur.

1 C. The Parties agree that the Action shall be stayed in all respects pending the
2 settlement approval process.

3 **VI. FINANCIAL TERMS OF THE SETTLEMENT**

4 **A. The Total Settlement Amount**

5 Subject to court approval, in consideration for the release described in this Agreement,
6 Defendants shall pay One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) ("Total
7 Settlement Amount" or "TSA") to resolve the Action. The Coalition for Reasonable Vaping
8 Regulation shall pay \$1,700,000, and David Ho and Long Ying International, Inc. shall pay
9 \$50,000. The TSA shall include payments for: (1) Class Members in exchange for a release of all
10 claims asserted or that could have been asserted in the Action on their behalf; (2) the State of
11 California and aggrieved employees in exchange for a release of all PAGA claims asserted on
12 behalf of the aggrieved employees; (3) Opt-in plaintiffs in exchange for a release of all Fair Labor
13 Standards Act claims; (4) the employer's share of payroll taxes on the Individual Settlement
14 Payments, including FICA, FUTA, and SUTA (including UI and ETT) (hereafter "Employer
15 Payroll Taxes"), due with respect to the amounts treated as wages pursuant to Section VI.H.; (5) all
16 claims for reimbursement by the Settlement Administrator for expenses associated with
17 administering or effectuating the Settlement; (6) all claims for an award of Plaintiffs' Counsel's
18 attorneys' fees; (7) all claims for Plaintiffs' Counsel's reasonable litigation expenses; and (8) Class
19 Representative Service Awards.

20 **B. Class Representative Service Awards**

21 Defendants will not object to a request to the Court for approval of payments of Service
22 Awards to the Class Representatives in an aggregate amount of up to \$17,000.00, to be distributed
23 in the amount of \$5,000 to Salvadora Correa and Maria De La Luz Bautista-Perez, and \$7,000 to
24 Luz Perez Bautista. The amount of these Class Representative Service Awards approved by the
25 Court shall be paid from the TSA to the Class Representatives for their services and risks in
26 connection with serving as Class Representatives and being named as Plaintiffs. The Class
27 Representative Service Awards to each of the Class Representatives will be reported by IRS Form
28 1099. Each Class Representative will be responsible for characterizing this tax payment for tax

purposes and for paying any taxes owing on said amount. The Class Representative Service Awards shall be in addition to any Individual Settlement Payment to the Class Representatives for their claims as Class Members. Should the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority take the position that some or all of the Service Awards constitute taxable income and/or wages for income tax and withholding purposes, the Class Representatives shall assume responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority, any taxes or withholdings required by law, if any, to be paid on and/or withheld from the enhancement payment. In addition, the Class Representatives shall hold the Released Parties harmless and indemnify Released Parties for all taxes, interest, penalties, and costs, including attorneys' fees, incurred by the Released Parties by reason of any claims relating to the non-withholding of taxes from the Service Awards.

C. Plaintiffs' Counsel's Attorneys' Fees, Costs and Litigation Expenses.

Within 21 days of the Court granting preliminary approval of the settlement, Plaintiffs' Counsel shall submit an application for an award of attorneys' fees, costs and litigation costs in an amount not to exceed \$750,000.00. Such application shall be heard by the Court at the Final Approval Hearing. Defendants shall not object to, oppose or otherwise discourage the Court from approving any such fee and cost application in this amount.

Any fees and costs awarded by the Court shall be paid from the TSA and shall not constitute payment to any Class Member(s). The attorneys' fees, expenses and costs for Plaintiffs' Counsel approved by the Court shall encompass: (a) all work performed, costs and expenses related to the investigation, prosecution and settlement of the Action incurred through the date of this Agreement; (b) all work to be performed, expenses and costs to be incurred in connection with approval by the Court of the Class Settlement; and (c) all work, costs and expenses incurred in connection with administering the Class Settlement through dismissal of the Action with prejudice.

Legal Aid at Work and Leonard Carder shall provide the Settlement Administrator with W-9s, and the payment of attorneys' fees, expenses and costs to them will be reported by IRS Form 1099.

D. Charges of the Settlement Administrator.

1 The charges of the Settlement Administrator for administration of the settlement,
2 computation and mailing of Individual Settlement Payments, administration of the qualified
3 settlement fund and otherwise administering the claims process, and all costs and expenses
4 incurred related thereto, shall be a part of, and paid from, the TSA, and shall not exceed \$18,500
5 without Court approval. The settlement administration costs will be reported by IRS Form 1099.

6 **E. Private Attorney General Act Claims Payments**

7 The parties agree to revolve the Private Attorney General Act claims for a total of \$400,000
8 (the "PAGA Settlement Amount"). 75 percent of this amount will be paid to the state of the
9 California. The remainder will be paid to the Aggrieved Employees, which will include all Class
10 Members, including those who effectively opt out, in an equal share for each aggrieved employee
11 ("PAGA Settlement Share"). The PAGA Settlement Share amount will be included in the
12 Individual Settlement Payments for Class Members who do not opt out of the Class. For those who
13 do opt out, the Settlement Administrator will send them a check for just their PAGA Settlement
14 Share.

15 **F. Fair Labor Standard Act Payments**

16 The parties agree to revolve the Fair Labor Standards Act claims for a total of \$1,500 (the
17 "FLSA Settlement Amount") to the Opt-In Plaintiffs who have potential claims under the Fair
18 Labor Standards Act. Each Opt-In Plaintiff will receive a proportionate share of the FLSA
19 Settlement Amount based on the greater of (a) the total possible liability for each Opt-In Plaintiff
20 as determined by Plaintiffs' counsel's damages model or (b) twenty dollars. The FLSA Settlement
21 Amount will be included in the Individual Settlement Payments made to the Opt-In Plaintiffs/Class
22 Members who do not opt out of the Class. For those who do opt out of the Class, the Settlement
23 Administrator will send them a check for their FLSA Settlement Amount and PAGA Settlement
24 Share.

25 **G. Net Settlement Fund**

26 The NSF is defined as the TSA less all of the following: the Class Representative Service
27 Awards, Plaintiffs' Counsel's attorneys' fees and litigation costs and reasonably related expenses
28 (all in the amounts awarded by the Court pursuant to the above provisions of this Agreement), the

charges and expenses of the Settlement Administrator, and the PAGA Settlement Amount.

H. Calculation of Payments to Class Members.

Class Members will receive an Individual Settlement Payment as a proportionate share of the NSF based on the following calculations.

Based on the time records provided by LYI to Plaintiffs, the Settlement Administrator will determine the number of pay periods each Class Member worked, the number of days each Class Member worked at two different job sites during a single day, and how many days of Waiting Time Penalties each Class Member is possibly owed. The Settlement Administrator will then calculate the total number of pay periods worked by all Class Members, the total number of days of possible Waiting Time Penalties for all Class Members, and the total number of days all Class Members worked at multiple job sites in a single day.

The NSF will be divided into three shares:

- 85 percent will be allocated to Waiting Time Penalties (the “WTP Share”);
- 11 percent will be allocated to Wage Statement Penalties (the “Wage Statement Penalties Share”);
- 4 percent will be allocated to damages associated working at two different job sites during a single day, including unpaid regular and overtime wages and unreimbursed travel-related expenses and interest thereon (the “Unpaid Wages/Expense Share”).

The Individual Settlement Payments will be calculated based on each Class Member’s portion of the WTP Share, Pay Stub Share, and the Unpaid Wages/Expense Share of the NSF; as stated above, the Individual Settlement Payments will also include the PAGA Settlement Share amount.

Waiting Time Penalties shall be calculated as follows: (1) divide the WTP Share of the NSF by the total number of days of possible Waiting Time Penalties for all Class Members to yield a Daily Waiting Time Penalty Settlement Rate; and (2) multiply the Daily Waiting Time Penalty Settlement Rate by the number of days of Waiting Time Penalties the Class Member is possibly owed.

The Individual Wage Statement Penalties Share shall be calculated as follows: (1) divide

the Pay Stub Share of the NSF by the total number of pay periods worked by all Class Members to yield a Pay Period Wage Statement Penalty Settlement Rate; and (2) multiply the Pay Period Wage Statement Penalty Settlement Rate by the number of payroll periods the Class Member worked.

The Individual Unpaid Wages/Expenses Share shall be calculated as follows: (1) divide the Unpaid Wages/Expenses Share of the NSF by the total number of days all Class Members worked at multiple job sites in a single day; and (2) multiply the Unpaid Wages/Expense Settlement Rate by the number of days each Class Member worked at two different job sites during a single day. Each Class Member will be credited with a minimum of one day in which they worked at multiple job sites in a single day.

I. Nature of Individual Settlement Payments to Class Members, Opt-In Plaintiffs, and Aggrieved Employees.

The settlement payments described herein cover and resolve all claims for wage, damages, penalties, and interest that were asserted in the Action. For purposes of administering the settlement, the Parties agree that the Individual Settlement Payments to Class Members will be characterized and reported as follows:

The PAGA Settlement Share, WTP Share and the Wage Statement Penalties Share will be reported on a form 1099-MISC (not subject to withholdings or payroll taxes).

50 percent of the Travel Time Share will be allocated to unpaid wages and will be subject to required state and federal withholdings and deductions, and will be reported on a form W-2; the remaining 50 percent of the Travel Share will be allocated to reimbursement for travel expenses and will be reported on a form 1099-MISC.

The FLSA Settlement Share will be allocated to unpaid wages and will be subject to required state and federal withholdings and deductions, and will be reported on a form W-2.

VII. PROCEDURES FOR PRELIMINARY APPROVAL AND NOTICE TO CLASS

A. Request for Preliminary Approval

The Parties shall cooperate fully in requesting preliminary and final approval of this Agreement by the Court, including determination by the Court that the settlement is fair, reasonable, and adequate, and approval of the proposed forms of Notice of Class Action

1 Settlement, orders, and other documents necessary to implement this Agreement. The Parties shall
2 request the entry of an order for conditional certification of the Class for settlement purposes only.
3 In conjunction with such request for approval, the Parties will submit this Agreement to the Court,
4 and will include a proposed form of notice and other documents necessary to implement this
5 Agreement.

6 **B. Class Member Identifying Information ("Class List")**

7 Plaintiffs' Counsel and Defendants have met and conferred regarding a "Class List," based
8 off of the documents produced by LYI. Within three (3) business days of the Court granting
9 Preliminary Approval to the settlement, Plaintiffs' Counsel shall present the Class List to the
10 Settlement Administrator.

11 **C. Mailing of Preliminary Notice by Settlement Administrator to Class Members**

12 Promptly upon receipt of the Class List, the Settlement Administrator shall obtain updated
13 forwarding addresses from the U.S. Postal Service through a National Change of Address search
14 and perform subsequent computer searches to confirm the most recent address available and any
15 other reasonable investigation efforts to locate current addresses for Class Members.

16 No later than 15 business days after the Settlement Administrator receives the Class List,
17 the Settlement Administrator shall electronically distribute and mail to each Class Member the
18 approved Notice of Class Action Settlement ("Class Member Notice"). Any Class Member Notice
19 returned undeliverable shall be traced once to obtain a new address and be re-mailed by First Class
20 Mail. The addresses to which these documents are to be mailed shall be determined by the
21 Settlement Administrator from the Class List, subsequent searches it and/or Plaintiffs' Counsel
22 performs, and by such other means as the Settlement Administrator customarily uses to locate
23 Class Members in administration of class action settlements. The notice shall also be sent by
24 email.

25 The Parties agree that compliance with the procedures described in this paragraph shall
26 constitute due and sufficient notice to Class Members of this proposed settlement and the Final
27 Fairness and Approval Hearing, and shall satisfy the requirement of due process.

28 The Settlement Administrator shall provide the Court, at least five (5) days prior to the

1 Final Approval hearing, a declaration of due diligence and proof of mailing with regard to (i) the
2 mailing and electronic distribution of the Class Member Notice, (ii) attempts to locate Class
3 Members, and (iii) the number of Class Members whose Class Member Notices were returned as
4 undeliverable after all attempts to locate a correct address.

5 **D. Contents of Class Member Notice**

6 The Class Member Notice shall be in English, Spanish and Chinese, and shall fairly inform
7 the Class Members of the general nature of this action, the financial and other terms of this
8 Agreement particularly significant to the Class Members, and the general procedures and deadlines
9 for submitting a request to be excluded from the settlement and/or objecting to the settlement, in
10 simple and easily understood language. The Class Member Notice shall be individualized,
11 identifying the respective Class Member by his or her name and current mailing address, the total
12 number of days worked by the Class Member during the Class Period, the total number of pay
13 statements issued to the Class Member during the Class Period, the total number of days on which
14 the Class Member worked two (2) shifts, the total number of days used for calculating Waiting
15 Time Penalties, and the estimated Individual Settlement Payment. Any Class Member who fails to
16 submit a Request for Exclusion from the Class shall automatically be deemed a Class Member
17 whose rights and claims with respect to the Released Claims (as defined herein below) are
18 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
19 rulings in the Action, and said Class Member's rights to pursue Released Claims will be
20 extinguished. Unless modified by the Court, the Class Member Notice shall read substantially as
21 set forth in Exhibit "A" hereto.

22 The notices sent by email shall prominently display the last known address for each Class
23 Member, and shall provide the Class Members the ability to report a change of address by email or
24 a website form.

25 **E. Mailing of Notice of FLSA Action and Opt-In Form and Opt-In Procedure**

26 Within three (3) business days of the Court granting Preliminary Approval to the
27 settlement, Plaintiffs' Counsel shall present a list of campaign workers with potential FLSA claims
28 to the Settlement Administrator. The Settlement Administrator will distribute an alternate Notice of

1 Class Action Settlement and FLSA Action Settlement and Opt-In Form to each of the twenty-six
2 (26) Class Members that Plaintiffs' counsel has identified as having a possible claim under the
3 FLSA, who have not already opted into the action. Such distribution will occur simultaneously
4 with the distribution of the Class Member Notice.

5 For a Class Member to validly opt-in to the FLSA claim, the Class Member must send in
6 the Opt-In Form by no later than by no later than sixty (60) days after the date the Settlement
7 Administrator initially mails the Notice of FLSA Action and Opt-In Forms.

8 Unless modified by the Court, the alternate Notice of Class Action Settlement and FLSA
9 Action Settlement and Opt-In Form shall read substantially as set forth in Exhibit "B" hereto.

10 **F. Request for Exclusion ("Opt-Out") Statement.**

11 In order for a Class Member to validly exclude himself or herself from the Class and this
12 settlement (i.e., to validly opt-out), a written Request for Exclusion must be signed by the Class
13 Member and sent to the Settlement Administrator, postmarked or electronically sent by no later
14 than sixty (60) days after the date the Settlement Administrator initially mails the Class Member
15 Class Member Notice to the respective Class Member or fourteen (14) days before the Final
16 Fairness and Approval Hearing, whichever date is earlier. The Class Member Notice shall contain
17 instructions on how to opt out, including the language to be used in a Request for Exclusion. The
18 date of mailing of the Class Member Notice, and the date the signed Request for Exclusion was
19 postmarked, shall be conclusively determined according to the records of the Settlement
20 Administrator. Any Class Member who timely and validly requests exclusion from the Class and
21 this settlement will not be entitled to any recovery from the NSF, will not be bound by the terms
22 and conditions of this Agreement, and will not have any right to object, appeal or comment
23 thereon. The Settlement Administrator shall provide Plaintiffs' Counsel and Defendants' counsel
24 with a complete list of all Class Members who requested exclusion (i.e., opted-out). Those
25 meeting the definition of Class Member and who fail to timely and validly request exclusion shall
26 be "Class Members" and bound by the settlement herein.

27 **G. Objections to Settlement.**

28 In order to object to this Settlement, or any term of it, the person making the objection must

not have submitted a request for exclusion (i.e. must not opt-out), and must, by no later than sixty (60) days after the Class Member Notice was initially mailed to the objecting Class Member, electronically file with the District Court in which the Action is pending a written statement of the grounds of objection, signed by the objecting Class Member or his or her attorney, along with all supporting papers. The date of mailing of the Class Member Notice to the objecting Class Member shall be conclusively determined according to the records of the Settlement Administrator. The Court retains final authority with respect to the consideration and admissibility of any of Class Member objections. Counsel for the Parties shall file any response to the objections submitted by Objecting Class Members at least seven (7) days before the date of the Final Fairness and Approval Hearing. If any objecting Class Member wishes to speak at the Final Fairness and Approval Hearing, that Class Member's written submission shall include a request for permission to be heard at the hearing. The Parties will request that the Court determine whether Class Members who submit timely objections will be permitted to speak.

H. Class Settlement Website.

Within 15 days of Preliminary Approval, the Settlement Administrator shall establish a public web-site, which shall include instructions as to how to receive a Class Member Notice and to provide additional or corrected Class Member contact information. The site shall also make available a copy of this Agreement, and Preliminary Approval Order issued by the Court, the Plaintiffs' Counsel's Applications for Attorneys' Fees and Costs (when filed with the Court), and the papers filed in support of Final Approval (when filed with the Court). The site shall also provide up to date information regarding the date, time, and location of the hearing for Final Approval.

VIII. PROCEDURES FOR FINAL APPROVAL AND DISTRIBUTION OF SETTLEMENT PROCEEDS.

A. Final Approval of Settlement.

At least twenty-eight (28) calendar days prior to the date set forth the Court's Order for Preliminary Approval of the Settlement for the Final Fairness and Approval Hearing, or if different, on the deadline set by the Court, the Plaintiffs shall file a Motion for Final Approval of

1 the Settlement, including supporting declarations and a Proposed Final Order Approving
2 Settlement of Class Action and Dismissal with Prejudice (“Final Order and Dismissal”). These
3 documents shall be prepared by Plaintiffs’ Counsel, who shall submit them to the Court after
4 review and input by Counsel for Defendants.

5 On the date ordered by the Court, a Final Fairness and Approval Hearing shall be held (1)
6 to review this Agreement and determine whether the Court should give it final approval; (2) to
7 consider any timely objections and all responses by the Parties to such objections; and (3) to
8 consider Plaintiffs’ Counsel’s applications for an award of Attorneys’ Fees and Costs and for
9 Service Awards to the Class Representatives, if any. At the Final Fairness and Approval Hearing,
10 the Parties shall ask the Court to give final approval to this Agreement and to enter the Final Order
11 and Dismissal.

12 **B. Qualified Settlement Fund.**

13 Within ten (10) days of the Court granting preliminary approval of the settlement,
14 Defendants shall forward to the Settlement Administrator their respective shares of the TSA, with
15 which the Settlement Administrator shall establish a qualified settlement fund to the agreed upon
16 payments. Should the Court deny final approval of the settlement, the Settlement Administrator
17 shall return the TSA payments to Defendants minus reasonable settlement administration costs
18 incurred to date. The Settlement Administrator assumes all responsibility for tax reporting
19 requirements for and payments of contributions and withholdings from the TSA, as well as for any
20 and all obligations regarding notice, tax reporting, and escheat requirements (which the Parties do
21 not intend) through the qualified settlement fund.

22 **C. Date and Method of Payments; First Distribution**

23 If one or more Class Member has validly and timely opted out of the Class, the Settlement
24 Administrator shall recalculate Individual Settlement Payments of Class Members using the
25 calculation formula set forth above. Within ten (10) days of the Date of Finality, the Settlement
26 Administrator shall mail the Individual Settlement Payments and PAGA Settlement Share
27 Payments to each Class Member at the address shown on the Class Member Notice or any later
28 corrected address. The filing of a claim shall *not* be required for the mailing of Individual

1 Settlement Payments or PAGA Settlement Share Payments. Also within ten (10) days after the
2 Date of Finality, any court-approved Service Awards to be paid to the Class Representatives shall
3 be transmitted by the Settlement Administrator to Plaintiffs' Counsel via separate checks made
4 payable to each individual Class Representative. Also within ten (10) days after the Date of
5 Finality, the attorneys' fees and costs shall be paid by the Settlement Administrator by checks or
6 wire transfers, payable to Legal Aid at Work and Leonard Carder LLP. Proof of all of these
7 payments by the Settlement Administrator will be provided to Plaintiffs' Counsel and Defendants'
8 Counsel by the Settlement Administrator within seven (7) business days after the last payment is
9 made. Plaintiffs' Counsel shall file such proof of payment with the Court if so ordered.

10 **D. Payments to Settlement Administrator**

11 The Settlement Administrator shall submit a monthly invoice to the Parties' Counsel and, if
12 approved by the Parties' Counsel, such invoices shall be paid out of the TSA. The Settlement
13 Administrator shall submit a Final Invoice to the Parties' Counsel, including a reasonable estimate
14 of any remaining settlement administration work to be done in order to complete the settlement
15 administration process, within five (5) days after Final Approval, which if approved by the Parties'
16 Counsel, will be paid from the TSA. In no event shall monies paid to the Settlement Administrator
17 exceed \$19,000 without approval by the Court.

18 **E. Attempt to Locate Additional Class Members and Second Distribution**

19 Class Members shall have 90 days from the date of the original mailing of the Individual
20 Settlement Checks to cash them. Any checks that remain uncashed upon the expiration of the 90-
21 day period will be void. The Settlement Administrator will give written notice to the Parties'
22 Counsel of the total amount of funds represented by the uncashed checks, plus any interest earned
23 on such amounts and remaining in the NSF, within five (5) business days after the expiration of the
24 90-day period.

25 Within 10 days, the Settlement Administrator will give written notice by email to Class
26 Members who did not cash the initial Individual Settlement and/or PAGA Settlement Share
27 Checks, and provide them 30 days to request that the settlement check be sent to a new address or
28 resent to the same address, or to request that payment be delivered by direct deposit or via digital

transfer using a digital service provider such as PayPal, Zelle, Venmo.

Within 14 days of the deadline for Class Members to request a new check, provide updated address information, or request electronic payment, the Settlement Administrator will send new the Individual Settlement and/or PAGA Settlement Share checks to Class Members who did not cash the initial checks, if the Class Member requested a new check or checks be sent to them.

Class Members shall have 90 days from the date of the mailing of these Individual Settlement and/or PAGA Settlement Share checks to cash them.

F. Additional Distribution and Cy Pres Distribution

Any checks sent remain uncashed upon the expiration of the second 90-day period will be void.

The amount represented by uncashed checks shall be paid via an Additional Distribution to Class Members who cashed their checks, on a pro-rata basis according to the formula used to calculate the original Individual Settlement Payments.

There shall be no additional Distribution if the aggregate amount remaining from the uncashed checks is less than \$20,000. Should such remaining funds total less than \$20,000, they shall be paid to Open Door Legal as a *cy pres* beneficiary, as will any amounts represented by checks from the Additional Distribution that remain uncashed 90 days after mailing.

IX. RELEASES AND BARS

A. Released Parties

The Released Parties for purposes of this Agreement include JLI, LYI, and CRVR and, all of their parents, subsidiaries, affiliates, owners, officers, directors, agents and employees, and Select, and all of its parents, subsidiaries, affiliates, owners, officers, directors, agents and employees, including David Ho.

B. Class Members' Release of Non-FLSA Claims.

On the Date of Finality, the Plaintiffs and each Class Member who has not validly opted out shall be bound by this Agreement. In exchange for the consideration recited in this Agreement, each such Class Member and each Plaintiff, on behalf of themselves, and on behalf of all who claim by and through them, or in their stead, do hereby and forever release, acquit and discharge,

1 and covenant not to sue any of the Released Parties from all causes of action, claims, liens,
2 demands, damages, penalties, fines, wages, liquidated damages, restitutionary amounts, attorneys'
3 fees and costs, punitive damages, controversies, tax liabilities and responsibilities, and liabilities
4 which were alleged in the Action, or which could have been alleged in the Action based on the
5 same facts and circumstances as alleged in the Action, including but not limited to claims for: (1)
6 failure to pay wages owed at separation; (2) failure to furnish accurate wage statements; (3) failure
7 to pay minimum wages under California law; (4) failure to pay minimum wages under San
8 Francisco law; (5) failure to pay overtime wages under California law; (6) failure to reimburse
9 business expenses; (7) failure to provide meal periods; (8) claims under the California Unfair
10 Competition Law, Bus. & Prof. Code §17200 et seq., and predicated on the foregoing wage and
11 hour violations as well as on any FLSA violation, and (9) PAGA penalties, predicated on the
12 foregoing wage and hour violations and Labor Code 226.8; as well (8) all claims that could have
13 been asserted based on the same facts and circumstances as alleged in the Action, that arise at any
14 time during the Release Period as defined herein (hereafter, the "Non-FLSA Released Claims").

15 **C. Release of FLSA Claims.**

16 Each Opt-In Plaintiff has joined the collective action pursuant to the FLSA, 29 U.S.C.
17 § 201 *et seq.*, thereby agrees to become a party to the FLSA claims and this Agreement, and is
18 bound by this Agreement. Thus, each such Opt-In Plaintiff does hereby and forever release, acquit
19 and discharge, and covenant not to sue the Released Parties from all causes of action, claims, liens,
20 demands, damages, penalties, fines, wages, liquidated damages, restitutionary amounts, attorneys'
21 fees and costs, punitive damages, controversies and liabilities which were alleged in the Action, or
22 which could have been alleged in the Action, under the FLSA, 29 U.S.C. § 201 *et seq.*, whether
23 any of these claims are known or unknown, suspected or unanticipated, which the Opt-In Plaintiff
24 or any of them, or any of the Plaintiffs has, or had, during the Release Period against any Released
25 Party based on and related to the facts alleged in the Action (referred to collectively as the "FLSA
26 Released Claims").

27 **X. ENFORCEMENT, DISMISSAL AND CONTINUING JURISDICTION OF THE**
28 **COURT**

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to Rule 23 and the FLSA, 29 U.S.C. § 216. The Action shall be dismissed with prejudice within seven (7) days after the Date of Finality as part of the consideration for this Settlement. Notwithstanding the dismissal of the Action with prejudice, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

XI. GENERAL PROVISIONS

A. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties relating to the settlement of this Action, and is the final, complete and exclusive expression of the terms and conditions of their agreement. Any and all prior agreements, representations, negotiations and understandings, oral or written, express or implied, are hereby suspended and merged herein.

Plaintiffs' Counsel warrants and represents that it is authorized by each Plaintiff, counsel for JLI warrants that it is authorized by JLI, counsel for CRVR warrants that it is authorized by CRVR, counsel for LYI warrants that it is authorized by LYI, and counsel for Mr. Ho warrants that it is authorized by Mr. Ho to: take all appropriate action required to effectuate the terms of this Agreement, except for signing any documents, including but not limited to this Agreement, that are required to be signed by the Parties.

B. Governing Law.

All terms of this Agreement shall be governed by and interpreted according to the laws of the State of California, without giving effect to conflict of laws principles.

C. Binding on Successors.

This Agreement shall be binding upon, and inure to the benefit of, the successors of the Parties.

D. Modification Only in Writing.

This Agreement may be amended or modified only by a written instrument signed by all Parties (or their successors in interest) and their counsel.

E. No Reliance on Representations.

1 The Parties have made such investigation of the facts and the law pertaining to the matters
2 described herein and this Agreement as they deem necessary, and have not relied, and do not rely,
3 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
4 of their agents, employees, attorneys, or representatives, with regard to any of their rights or
5 asserted rights, or with regard to the advisability of making and executing this Agreement, or with
6 respect to any such matters. No representations, warranties or inducements have been made to any
7 party concerning this Agreement.

8 **F. Construction of This Agreement.**

9 The Parties agree that the terms and conditions of this Agreement are the result of lengthy,
10 intensive, arms-length negotiations between them, and that this Agreement shall not be construed
11 in favor of or against any Party by reason of the extent to which any Party or their counsel
12 participated in the drafting of this Agreement.

13 **G. Assignment.**

14 None of the rights, commitments, or obligations recognized under this Agreement may be
15 assigned by any Party, Class Member, Plaintiffs' Counsel, or Counsel for Defendants without the
16 express written consent of each other Party and their respective counsel hereto. The
17 representations, warranties, covenants, and agreements contained in this Agreement are for the sole
18 benefit of the Parties under this Agreement, and shall not be construed to confer any right or to
19 avail any remedy to any other person.

20 **H. Agreement Not Admissible.**

21 This Agreement is a settlement document and shall, pursuant to the Federal Rules of
22 Evidence, be inadmissible in evidence in any proceeding, except an action or proceeding to
23 approve, interpret, or enforce this Agreement.

24 **I. Mutual Full Cooperation.**

25 The Parties agree to fully cooperate with each other to accomplish the terms of this
26 Agreement, including but not limited to executing such documents and taking such other action as
27 may reasonably be necessary to implement the terms of this Agreement. The Parties to this
28 Agreement shall use their best efforts, including all efforts contemplated by this Agreement, and

any other efforts that may become necessary by order of the Court or otherwise to effectuate this Agreement, and the terms set forth herein. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the settlement, the Parties agree to seek the assistance of the Court.

J. Entity Signatures.

Any individual executing this Agreement, or any related document, on behalf of a corporation, entity or organization who, as shown by the signature blocks below, is to execute this Agreement, hereby warrants and promises for the benefit of all Parties hereto that he or she has been duly authorized by such corporation, entity or organization to execute this Agreement on behalf of such corporation, entity or organization.

K. Counterparts and Electronic Signatures.

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties shall exchange original signed counterparts. An electronic signature on this Agreement shall be as valid as an original signature. A copy of this Agreement shall have the same force and effect as the original.

DATED: 13-Dec-2021 _____

DocuSigned by:

Elaine Paik

4D8ECB0B61D248E...

Juul Labs, Inc.

Name: Elaine Paik

Title: Chief Financial Officer

DATED: _____

Approved as to form by Eileen R. Ridley
Foley & Lardner LLP
Attorney for Juul Labs, Inc.

any other efforts that may become necessary by order of the Court or otherwise to effectuate this Agreement, and the terms set forth herein. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the settlement, the Parties agree to seek the assistance of the Court.

J. Entity Signatures.

Any individual executing this Agreement, or any related document, on behalf of a corporation, entity or organization who, as shown by the signature blocks below, is to execute this Agreement, hereby warrants and promises for the benefit of all Parties hereto that he or she has been duly authorized by such corporation, entity or organization to execute this Agreement on behalf of such corporation, entity or organization.

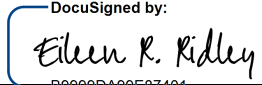
K. Counterparts and Electronic Signatures.

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties shall exchange original signed counterparts. An electronic signature on this Agreement shall be as valid as an original signature. A copy of this Agreement shall have the same force and effect as the original.

DATED: _____

Juul Labs, Inc.
Name: Elaine Paik
Title: Chief Financial Officer

DATED: 12/16/2021 _____

DocuSigned by:

B9999DA99E87401...
Approved as to form by Eileen R. Ridley
Foley & Lardner LLP
Attorney for Juul Labs, Inc.

1 DATED: 12/13/2021

DocuSigned by:

Jon Berrier

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Coalition for Reasonable Vaping Regulation

Name: Jon Berrier

Title: President of the Coalition for Reasonable Vaping Regulation

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5 DATED: 12/13/2021

DocuSigned by:

Bradley Hertz

52E80FEBC40A462...

Approved as to form by Bradley Hertz

The Sutton Law Firm

Attorney for Coalition for Reasonable Vaping Regulation

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9 DATED: _____

David M. Ho, Individually

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12 DATED: _____

David M. Ho

Long Ying International, Inc.

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15 DATED: 12/15/2021

DocuSigned by:

Edwin K. Prather

4839ED9C5A84400...

Approved as to form by Edwin K. Prather

Prather Law Offices

Attorney for David M. Ho and Long Ying International, Inc.

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18
19 DATED: 12/14/2021

DocuSigned by:

Maria de la Luz Bautista-Perez

EAB4B746B0004C9...

Maria de la Luz Bautista-Perez

Plaintiff

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22 DATED: 12/13/2021

DocuSigned by:

Luz Perez Bautista

0FF90F1195D848A...

Luz Perez Bautista

Plaintiff

23
24
25 DATED: 12/14/2021

DocuSigned by:

Salvadora Correa

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Salvadora Correa

Plaintiff

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DATED: _____

Coalition for Reasonable Vaping Regulation
Name: Jon Berrier
Title: President of the Coalition for Reasonable
Vaping Regulation

DATED: _____

Approved as to form by Bradley Hertz
The Sutton Law Firm
*Attorney for Coalition for Reasonable Vaping
Regulation*

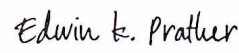
DATED: _____


David M. Ho, Individually

DATED: _____


David M. Ho
Long Ying International, Inc.

DATED: 12/16/2021

DocuSigned by:

1FE7207D00380405
Approved as to form by Edwin K. Prather
Prather Law Offices
*Attorney for David M. Ho and Long Ying
International, Inc.*

DATED: _____

Maria de la Luz Bautista-Perez
Plaintiff

DATED: _____

Luz Perez Bautista
Plaintiff

DATED: _____

Salvadora Correa
Plaintiff

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DATED: 12/13/2021

DocuSigned by:
George Warner
BAD05B68BCE3440...

Approved as to form by George A. Warner
Legal Aid at Work
Attorney for Plaintiffs

DATED: 12/13/2021

DocuSigned by:
Aaron Kaufmann
2FF947F855784D5

Approved as to form by Aaron D. Kaufmann
Leonard Carder LLP
Attorney for Plaintiffs

Exhibit A

FOR:

Jane Doe
180 Montgomery Street
San Francisco, CA 94104

Visit [WEBSITE] for more information
Visit [WEBSITE] for more information [Ch]
Visit [WEBSITE] for more information [Esp]

This notice is also available in Chinese. [Ch]
This notice is also available in Spanish. [Esp]

Notice of Class Action Settlement for ‘Yes on C Campaign’ Workers

If you worked for Long Ying International, Inc. to phone bank, canvass or perform administrative work for Yes on C: Coalition for Reasonable Vaping Regulation (“Yes on C Campaign”) between July 2, 2019 and November 4, 2019, this class action notice affects your rights **whether you act or do not act**. Please read the entire notice carefully.

The parties have proposed a settlement in this lawsuit against Juul Labs, Inc., Coalition for Reasonable Vaping Regulation, Long Ying International, Inc., and David Ho (collectively, “Defendants”) to resolve claims that Defendants wrongly labeled workers as “independent contractors” and violated the California Labor Code and the Fair Labor Standards Act. Defendants have agreed to pay \$1,750,000 to resolve the claims. The proposed settlement still needs to be approved by the Court. If the settlement is approved, payments will be made after any appeals are resolved. This notice describes the lawsuit, informs you about the settlement and its terms, and explains your legal rights and options.

Estimated amount you will receive if the settlement is approved: <<<INSERT ESTIMATE>>>

Your Legal Rights and Options in This Settlement:

These rights and options – and the deadlines to exercise them – are explained in this notice.

Option	Description	Deadline
Do nothing	If you do nothing and the settlement is approved, you will receive a settlement payment and release all claims covered by this settlement. If your address has changed or changes, contact the Settlement Administrator so that it can mail your payment to the correct address.	n/a
Opt out	You may opt-out of the class action settlement and pursue your own lawsuit. If the settlement is approved and you opt-out, you will not receive a class action payment but will still receive a PAGA settlement share.	[DEADLINE]
Object	Write to the Court or appear at the Final Approval Hearing to explain why you do not like the settlement. Unless you opt-out, you will still be part of the Class if the settlement is approved.	[DEADLINE]

Basic Information

1. Why did I get this notice?

You received this notice because Defendants' records show that you worked for Long Ying International, Inc. ("Long Ying") on the Yes on C Campaign between July 2, 2019 and November 4, 2019. This means you have a right to know about a proposed settlement of a class action lawsuit.

This notice explains the proposed settlement. To review the settlement agreement and other documents, visit [\[INSERT WEBSITE\]](#). For more information, you may also contact class counsel (see last page of this notice).

2. What is this lawsuit about?

Maria De La Luz Bautista-Perez, Luz Perez Bautista, and Salvadora Correa ("Plaintiffs") brought this lawsuit on behalf of themselves and other workers who worked on the Yes on C Campaign. Plaintiffs allege that Defendants improperly treated them as independent contractors and as a result failed to provide workers with legal rights that employees have under California law. Plaintiffs allege that Defendants failed to pay minimum wage and overtime compensation, failed to reimburse business expenses, failed to pay final wages at termination, and failed to issue accurate pay stubs.

Based on these allegations, Plaintiffs also made claims for civil penalties under the California Private Attorneys General Act of 2004 ("PAGA"), and brought claims under the Fair Labor Standards Act ("FLSA") for failure to pay overtime. The PAGA claims and the FLSA claim are separate from the class action, and are included in the overall settlement between the parties.

Defendants deny that they employed Plaintiffs and deny each of the claims alleged by Plaintiffs.

3. Why is there a class action settlement?

In a class action lawsuit, the Plaintiffs sue on behalf of other people, like you, who have similar claims. The people who have similar claims to or with the Plaintiffs are "Class Members." The individuals who sued and all the Class Members like them are collectively called the "Class." A class action allows the Court to resolve the claims of all the Class Members at the same time.

The Court has conditionally certified this Class for the purposes of the settlement only. The Court has not made any decisions about who should win the lawsuit. Instead of further litigation, which is a long process with no guaranteed outcome, both sides agreed to a settlement. The settlement provides Class Members with payment sooner and allows both sides to avoid the cost and risk of trial and further appeals. Plaintiffs and their lawyers think that the settlement is in the best interest of the Class. If the Settlement does not receive final approval from the Court, Plaintiffs will be required to prove that the lawsuit should proceed as a class action.

4. How do I know if I am part of the settlement?

You are part of the Class if you worked for Long Ying to canvass, phone bank, or perform administrative work for the Yes on C Campaign between July 2, 2019 and November 4, 2019.

5. Are there exceptions to being included?

If you choose to opt-out of the settlement, you will not be included in the settlement or receive payment from the settlement fund (see Question 14).

The Settlement Benefits

6. What does the proposed settlement provide?

Defendants have disputed any liability but agreed to pay \$1,750,000.00 ("Settlement Fund") to settle this case.

This money will be used to pay:

- the wages of you and the other Class Members;

- the settlement of the claim brought under the FLSA by Campaign Workers who worked over 40 hours a week;
- \$400,000 in penalties associated with the PAGA action (\$300,000 of those penalties will go to the State of California, and \$100,000 will go to the workers covered by the action);
- Plaintiffs' attorneys' fees and costs (up to \$750,000);
- Settlement Administrator costs (\$ [REDACTED]); and
- service awards to the named Plaintiffs for initiating and working on the lawsuit (up to \$17,000).

All terms of the Settlement still need Court approval.

7. How much will my settlement payment be? And how was it calculated?

After deductions of the Court-approved fees and costs, service awards, and the PAGA penalties payable to the state, the remaining sum ("Net Settlement Fund") is estimated to be \$ [REDACTED].

If you decide to remain a Class Member, you will receive a portion of the Net Settlement Fund based on:

1. The number of pay periods you worked;
2. The number of days you worked a shift that required you to travel between two different job sites; and
3. The number of days you had to wait before you received your final paycheck ("waiting time penalties").

Your *estimated* settlement payment under the terms of the class action settlement will be: \$ [REDACTED].

This information will be based on time records provided by Defendants, and the calculations done by the Settlement Administrator.

You do not need to provide any additional information about your working conditions to receive your check.

The payment you receive may be higher or lower than the estimated amount listed above. The exact amount you will receive cannot be calculated at this time because it is not known how many class members will participate in the settlement and the Court has not yet approved the amounts that will be deducted from the Settlement Fund, which include Plaintiffs' Counsel's attorneys' fees and expenses, Settlement Administrator costs, and service awards to the Plaintiffs who brought this lawsuit.

8. Will I owe any taxes?

For tax reporting purposes, you will receive an IRS Form 1099-MISC for all settlement amounts, except fifty-percent (50%) of amounts attributed to unpaid wages due to travel between different job sites when working two shifts will be reported on a W-2. You should speak with an accountant or other tax advisor if you have any questions about the tax consequences of your settlement proceeds.

9. What am I giving up to get payment?

If you do not "opt out" of this settlement, you will be part of the Class. As part of the class, you cannot assert state law claims covered by this settlement, whether in another lawsuit in state or federal court, or in front of the California Labor Commissioner. It also means that all of the Court's orders will apply to you and legally bind you. Once you deposit or cash your payment, you will also be "opting into" the FLSA portion of the case, and will no longer be able to assert FLSA claims covered by the settlement.

If you do not "opt out" of this settlement, you will be releasing all claims arising between July 2, 2019 and November 4, 2019 that were asserted or could have been asserted based on the facts asserted in the lawsuit, including but not limited to claims for minimum wage, overtime and related claims under California and federal law, and any additional related claims for statutory penalties, attorneys' fees, interest or costs.

If the Court approves the Settlement, your claims described above will be extinguished unless you have asked to exclude yourself (see Question 14).

How to Get a Payment?

10. How will I receive my payment?

You do not need to do anything to receive your settlement check. Within 10 days of the Settlement being finalized, the Settlement Administrator will mail out your settlement check to the same address listed on this notice.

If you have moved since working on the Yes on C Campaign or have any other reason to believe that Long Ying does *not* have your current mailing address, contact the Settlement Administrator at **[INSERT WEBSITE]** or by phone immediately to update your mailing address.

Settlement Administrator Contact Information:

Class Members will have 90 days from the date of issue to cash the first check. Class members who do not cash the first check within the 90-day period, will be sent notice providing them with fifteen (15) additional days to request that the first settlement check be reissued. If you cash this check, you may receive a second check reflecting your pro-rata share of uncashed settlement proceeds from the first distribution. If the uncashed checks represent less than \$20,000 the Settlement Administrator will pay remaining funds to the *cy pres* beneficiary: Open Door Legal.

11. When should I get my payment?

The Court will have a Final Approval Hearing on **[REDACTED]**, to decide whether to approve the settlement. You should receive your payment within a few months if the Court approves the settlement. However, payment will be delayed if there are appeals.

Plaintiffs' Lawyers and Service Award

12. Do I have a lawyer in the case?

The Court has preliminarily approved the law firm of Leonard Carder LLP (Oakland, CA) and Legal Aid at Work (San Francisco, CA) as Class Counsel to represent the Class in this case. These lawyers will be paid from the settlement amount, so you will not be charged personally for their fees and costs on this case and in negotiating this settlement. The lawyers will request a maximum of \$750,000 attorneys' fees, and litigation costs.

Class Counsel's application for an award of attorney's fees and costs will be filed with the court by **[REDACTED]**, 2021 and may be viewed in the court file at **[INSERT WEBSITE]** or the United States District Court for the Northern District of California, located at 450 Golden Gate Avenue San Francisco, CA 94102. You have a right to express your opinion about this request and the final decision on payment to the lawyers will be made by the Court. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the named Plaintiffs be paid?

Class Counsel will request approval from the Court for a total \$17,000 in service awards for the three named Plaintiffs for their efforts in pursuing this lawsuit, as well as their willingness to accept the risks of being a class representative.

Class Counsel will make their request for Plaintiffs' service awards, on or before **[REDACTED]**. These requests will be available on **[INSERT]** or you can request a copy by contacting the Settlement Administrator.

Opting Out or Objecting to the Settlement

14. What does it mean to opt-out or object to the settlement?

Opt Out: If you are a Class Member and you do not wish to be included in the Settlement, you may exclude yourself from the Settlement, or “opt out.” **If you opt out, you will not receive a payment from the settlement for the class action portion of the settlement, and you will not be bound by the terms of the Release.** (You cannot opt out of the PAGA claim, and you will still receive a check with your PAGA settlement share.) To opt out, you must submit a signed, written Request for Exclusion from the Settlement to the Settlement Administrator. The Request for Exclusion must contain: (1) your full name, current address, and signature, and (2) a clear statement indicating that you seek to be excluded from the Settlement. The request must be mailed to the Settlement Administrator, **postmarked on or before [45 calendar days from the date of mailing of the Notice Packet]**, at the following address:

Bautista-Perez v. Juul Labs, Inc.
c/o CPT Group, Inc.
Settlement Administrator
50 Corporate Park
Irvine, CA 92606

All Class Members shall be bound by the Settlement and its releases unless they submit a valid and timely Request for Exclusion.

You should not worry that your participation in the Settlement will be held against you in any way regarding future employment with Defendants. Defendants will not retaliate and California and federal law prohibit Defendants from retaliating against employees who exercise their rights under wage and hour laws.

Object: If you are a Class Member and do not opt-out, you can object to the settlement if you do not like any part of it. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement or change the terms of the settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

You may object to the proposed settlement in writing, or you or your attorney may appear at the Final Approval Hearing. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number *Maria de la Luz Bautista-Perez, et. al. v. Juul Labs, Inc., et al.*, Case No. 20-cv-01613-HSG, (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before [redacted]. Due to the COVID-19 pandemic, most Court hearings are still being held remotely. Check the Court’s website for the hearing instructions, or contact Class Counsel.

You cannot both opt-out *and* object. You can do one or the other, or neither.

The Court’s Final Fairness Determination Hearing

15. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on [redacted], 2022 at [redacted] AM/PM, in the Courtroom of [redacted]. This hearing may also be accessible via phone at [redacted] or by Zoom at [redacted]. This date may change without notice to the Class. You may contact class counsel, at the number stated below, prior to the hearing to confirm the date, time, and location, or confirm by visiting the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov/>.

At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement.

16. Do I have to attend the hearing?

No, but you are welcome to attend the hearing. If you send an objection, you do not have to come to Court to talk about it, but you may if you wish. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend if you wish.

Additional Information

This notice summarizes the proposed settlement. Additional details are included in the written Class Action Settlement Agreement. You can get a copy of that Agreement by writing to the Settlement Administrator, [REDACTED] at [INSERT ADDRESS], or by visiting the Settlement Administrator's website at [INSERT WEBSITE].

You may also speak to class counsel, who are:

Aaron Kaufmann
Giselle Olmedo
LEONARD CARDER, LLP
1999 Harrison, Suite 2700
Oakland, CA 94612
Tel: (510) 272-0169
info@leonardcarder.com

George A. Warner
LEGAL AID AT WORK
180 Montgomery Street, Suite 600
San Francisco, CA 94104
Tel: (415) 864-8848
propclitigation@legalaidthatwork.org

Please note that it is your responsibility to keep a current address on file with the settlement administrator to ensure that you receive your payment should the Court grant final approval of the settlement agreement.

DO NOT CONTACT THE COURT OR DEFENDANTS WITH QUESTIONS.

DATE x/x/2022

Exhibit B

FOR:

Jane Doe
180 Montgomery Street
San Francisco, CA 94104

Visit [\[WEBSITE\]](#) for more information
Visit [\[WEBSITE\]](#) for more information [Ch]
Visit [\[WEBSITE\]](#) for more information [Esp]

This notice is also available in Chinese. [Ch]
This notice is also available in Spanish. [Esp]

Notice of Class Action Settlement for ‘Yes on C Campaign’ Workers and Settlement of Claim under the Fair Labor Standards Act

If you worked for Long Ying International, Inc. to phone bank, canvass or perform administrative work for Yes on C: Coalition for Reasonable Vaping Regulation (“Yes on C Campaign”) between July 2, 2019 and November 4, 2019, this class action notice affects your rights **whether you act or do not act**. Please read the entire notice carefully.

The parties have proposed a settlement in this lawsuit against Juul Labs, Inc., Coalition for Reasonable Vaping Regulation, Long Ying International, Inc., and David Ho (collectively, “Defendants”) to resolve claims that Defendants wrongly labeled workers as “independent contractors” and violated the California Labor Code and the Fair Labor Standards Act. Defendants have agreed to pay \$1,750,000 to resolve the claims. The proposed settlement still needs to be approved by the Court. If the settlement is approved, payments will be made after any appeals are resolved. This notice describes the lawsuit, informs you about the settlement and its terms, and explains your legal rights and options.

1. Estimated amount you will receive if the class-action settlement is approved: <<<INSERT ESTIMATE>>>

2. Estimated additional amount you will receive if you opt into the FLSA settlement: <<<INSERT ESTIMATE>>>

*** * * If you want to receive all of the funds you are eligible for under the terms of this settlement, you MUST fill out the Opt-In Form attached to this Notice, or fill out the same form at [\[WEBSITE\]](#) * * ***

Your Legal Rights and Options in This Settlement:

These rights and options – and the deadlines to exercise them – are explained in this notice.

Option	Description	Deadline
Do nothing	If you do nothing and the settlement is approved, you will receive a settlement payment and release all claims covered by this settlement. If your address has changed or changes, contact the Settlement Administrator so that it can mail your payment to the correct address.	n/a
Opt out of class action	You may opt-out of the class action settlement and pursue your own lawsuit. If the settlement is approved and you opt-out, you will not	[DEADLINE]

	receive a class action payment but will still receive a PAGA settlement share.	
Opt into the FLSA overtime claim	You may opt-into the settlement of the overtime claim under the Fair Labor Standards Act by filling out the form attached to this notice. If the settlement is approved and you do NOT opt into the overtime claim under the Fair Labor Standards Act, you will not receive a payment for this claim, but you will still receive a PAGA settlement share and a class action payment (unless you opt out of the class action).	[DEADLINE]
Object	Write to the Court or appear at the Final Approval Hearing to explain why you do not like the settlement. Unless you opt-out, you will still be part of the Class if the settlement is approved.	[DEADLINE]

Basic Information

1. Why did I get this notice?

You received this notice because Defendants’ records show that you worked for Long Ying International, Inc. (“Long Ying”) on the Yes on C Campaign between July 2, 2019 and November 4, 2019. This means you have a right to know about a proposed settlement of a class action lawsuit.

Records also show that you worked more than 40 hours during at least one week during your work with Long Ying. Thus, you are receiving a version of the notice that invites you to join a claim under the Fair Labor Standards Act. This version of the notice is only being provided to workers where records show that they worked at least 40 hours during a single week.

This notice explains the proposed settlement. To review the settlement agreement and other documents, visit [INSERT WEBSITE]. For more information, you may also contact class counsel (see last page of this notice).

2. What is this lawsuit about?

Maria De La Luz Bautista-Perez, Luz Perez Bautista, and Salvadora Correa (“Plaintiffs”) brought this lawsuit on behalf of themselves and other workers who worked on the Yes on C Campaign. Plaintiffs allege that Defendants improperly treated them as independent contractors and as a result failed to provide workers with legal rights that employees have under California law. Plaintiffs allege that Defendants failed to pay minimum wage and overtime compensation, failed to reimburse business expenses, failed to pay final wages at termination, and failed to issue accurate pay stubs.

Based on these allegations, Plaintiffs also made claims for civil penalties under the California Private Attorneys General Act of 2004 (“PAGA”), and brought claims under the Fair Labor Standards Act (“FLSA”) for failure to pay overtime. The PAGA claims and the FLSA claim are separate from the class action, and are included in the overall settlement between the parties.

Defendants deny that they employed Plaintiffs and deny each of the claims alleged by Plaintiffs.

3. Why is there a class action settlement?

In a class action lawsuit, the Plaintiffs sue on behalf of other people, like you, who have similar claims. The people who have similar claims to or with the Plaintiffs are “Class Members.” The individuals who sued and all the Class Members like them are collectively called the “Class.” A class action allows the Court to resolve the claims of all the Class Members at the same time.

The Court has conditionally certified this Class for the purposes of the settlement only. The Court has not made any decisions about who should win the lawsuit. Instead of further litigation, which is a long process with no guaranteed outcome, both sides agreed to a settlement. The settlement provides Class Members with payment sooner and allows both sides to avoid the cost and risk of trial and further appeals. Plaintiffs and their lawyers think that the settlement is in the best interest of the Class. If the Settlement does not receive final approval from the Court, Plaintiffs will be required to prove that the lawsuit should proceed as a class action.

4. How do I know if I am part of the class-action settlement?

You are part of the Class if you worked for Long Ying to canvass, phone bank, or perform administrative work for the Yes on C Campaign between July 2, 2019 and November 4, 2019.

5. Are there exceptions to being included?

If you choose to opt-out of the class-action settlement, you will not be included in the settlement or receive payment from the settlement fund (see Question 14).

The Settlement Benefits

6. What does the proposed settlement provide?

Defendants have disputed any liability but agreed to pay \$1,750,000.00 (“Settlement Fund”) to settle this case.

This money will be used to pay:

- the wages of you and the other Class Members;
- the settlement of the claim brought under the FLSA by Campaign Workers who worked over 40 hours a week;
- \$400,000 in penalties associated with the PAGA action (\$300,000 of those penalties will go to the State of California, and \$100,000 will go to the workers covered by the action);
- Plaintiffs’ attorneys’ fees and costs (up to \$750,000);
- Settlement Administrator costs (\$); and
- service awards to the named Plaintiffs for initiating and working on the lawsuit (up to \$17,000).

All terms of the Settlement still need Court approval.

7. How much will my settlement payment be? And how was it calculated?

After deductions of the Court-approved fees and costs, service awards, and the PAGA penalties payable to the state, the remaining sum (“Net Settlement Fund”) is estimated to be \$.

If you decide to remain a Class Member, you will receive a portion of the Net Settlement Fund based on:

1. The number of pay periods you worked;
2. The number of days you worked a shift that required you to travel between two different job sites; and
3. The number of days you had to wait before you received your final paycheck (“waiting time penalties”).

Your *estimated* settlement payment under the terms of the class-action settlement will be: \$.

This information will be based on time records provided by Defendants, and the calculations done by the Settlement Administrator.

You do not need to provide any additional information about your working conditions to receive your check.

You are also entitled to additional funds because records show that you worked more than 40 hours during a single week. You can only access this amount if you opt-in to the claim of unpaid overtime under the FLSA. Instructions on opting into that claim are attached and available at [website].

Your estimated settlement payment for this claim is at least \$_____, but may be larger if some people eligible for this claim do not opt into participating in this claim.

The payment you receive may be higher or lower than the estimated amount listed above. The exact amount you will receive cannot be calculated at this time because it is not known how many class members will participate in the settlement and the Court has not yet approved the amounts that will be deducted from the Settlement Fund, which include Plaintiffs' Counsel's attorneys' fees and expenses, Settlement Administrator costs, and service awards to the Plaintiffs who brought this lawsuit.

8. Will I owe any taxes?

For tax reporting purposes, you will receive an IRS Form 1099-MISC for all settlement amounts, except fifty-percent (50%) of amounts attributed to unpaid wages due to travel between different job sites when working two shifts will be reported on a W-2. The settlement amount for the overtime claim under the FLSA will also be reported on a W-2. You should speak with an accountant or other tax advisor if you have any questions about the tax consequences of your settlement proceeds.

9. What am I giving up to get payment?

If you do not "opt out" of this settlement, you will be part of the Class. As part of the class, you cannot assert state law claims covered by this settlement, whether in another lawsuit in state or federal court, or in front of the California Labor Commissioner. It also means that all of the Court's orders will apply to you and legally bind you. Once you deposit or cash your payment, you will also be "opting into" the FLSA portion of the case, and will no longer be able to assert FLSA claims covered by the settlement.

If you do not "opt out" of this settlement, you will be releasing all claims arising between July 2, 2019 and November 4, 2019 that were asserted or could have been asserted based on the facts asserted in the lawsuit, including but not limited to claims for minimum wage, overtime and related claims under California and federal law, and any additional related claims for statutory penalties, attorneys' fees, interest or costs.

If the Court approves the Settlement, your claims described above will be extinguished unless you have asked to exclude yourself (see Question 14).

How to Get a Payment?

10. How will I receive my payment?

You do not need to do anything to receive your settlement check for the class action. Within 10 days of the Settlement being finalized, the Settlement Administrator will mail out your settlement check to the same address listed on this notice.

If you want to participate in the portion of this case alleging unpaid overtime under the Fair Labor Standards Act, you need to join the action by filling out the Opt-In form attached to this notice.

If you have moved since working on the Yes on C Campaign or have any other reason to believe that Long Ying does *not* have your current mailing address, contact the Settlement Administrator at **[INSERT WEBSITE]** or by phone immediately to update your mailing address.

Settlement Administrator Contact Information:

Class Members will have 90 days from the date of issue to cash the first check. Class members who do not cash the first check within the 90-day period, will be sent notice providing them with fifteen (15) additional days to request that the first settlement check be reissued. If you cash this check, you may receive a second check reflecting your pro-rata share of uncashed settlement proceeds from the first distribution. If the uncashed checks represent less than \$20,000 the Settlement Administrator will pay remaining funds to the *cy pres* beneficiary: Open Door Legal.

11. When should I get my payment?

The Court will have a Final Approval Hearing on [REDACTED], to decide whether to approve the settlement. You should receive your payment within a few months if the Court approves the settlement. However, payment will be delayed if there are appeals.

Plaintiffs' Lawyers and Service Award

12. Do I have a lawyer in the case?

The Court has preliminarily approved the law firm of Leonard Carder LLP (Oakland, CA) and Legal Aid at Work (San Francisco, CA) as Class Counsel to represent the Class in this case. These lawyers will be paid from the settlement amount, so you will not be charged personally for their fees and costs on this case and in negotiating this settlement. The lawyers will request a maximum of \$750,000 attorneys' fees, and litigation costs.

Class Counsel's application for an award of attorney's fees and costs will be filed with the court by [REDACTED], 2021 and may be viewed in the court file at [INSERT WEBSITE] or the United States District Court for the Northern District of California, located at 450 Golden Gate Avenue San Francisco, CA 94102. You have a right to express your opinion about this request and the final decision on payment to the lawyers will be made by the Court. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the named Plaintiffs be paid?

Class Counsel will request approval from the Court for a total \$17,000 in service awards for the three named Plaintiffs for their efforts in pursuing this lawsuit, as well as their willingness to accept the risks of being a class representative.

Class Counsel will make their request for Plaintiffs' service awards, on or before [REDACTED]. These requests will be available on [INSERT] or you can request a copy by contacting the Settlement Administrator.

Opting Out or Objecting to the Settlement

14. What does it mean to opt-out or object to the settlement?

Opt Out: If you are a Class Member and you do not wish to be included in the Settlement, you may exclude yourself from the Settlement, or "opt out." **If you opt out, you will not receive a payment from the settlement for the class action portion of the settlement, and you will not be bound by the terms of the Release.** (You cannot opt out of the PAGA claim, and you will still receive a check with your PAGA settlement share.) To opt out, you must submit a signed, written Request for Exclusion from the Settlement to the Settlement Administrator. The Request for Exclusion must contain: (1) your full name, current address, and signature, and (2) a clear statement indicating that you seek to be excluded from the Settlement. The request must be mailed to the Settlement Administrator, **postmarked on or before [45 calendar days from the date of mailing of the Notice Packet]**, at the following address:

Bautista-Perez v. Juul Labs, Inc.
c/o CPT Group, Inc.
Settlement Administrator
50 Corporate Park
Irvine, CA 92606

All Class Members shall be bound by the Settlement and its releases unless they submit a valid and timely Request for Exclusion.

You should not worry that your participation in the Settlement will be held against you in any way regarding future employment with Defendants. Defendants will not retaliate and California and federal law prohibit Defendants from retaliating against employees who exercise their rights under wage and hour laws.

Object: If you are a Class Member and do not opt-out, you can object to the settlement if you do not like any part of it. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement or change the terms of the settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

You may object to the proposed settlement in writing, or you or your attorney may appear at the Final Approval Hearing. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number *Maria de la Luz Bautista-Perez, et. al. v. Juul Labs, Inc., et al.*, Case No. 20-cv-01613-HSG, (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before [REDACTED]. Due to the COVID-19 pandemic, most Court hearings are still being held remotely. Check the Court's website for the hearing instructions, or contact Class Counsel.

You cannot both opt-out *and* object. You can do one or the other, or neither.

The Court's Final Fairness Determination Hearing

15. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on [REDACTED], 2022 at [REDACTED] AM/PM, in the Courtroom of [REDACTED]. This hearing may also be accessible via phone at [REDACTED] or by Zoom at [REDACTED]. This date may change without notice to the Class. You may contact class counsel, at the number stated below, prior to the hearing to confirm the date, time, and location, or confirm by visiting the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov/>.

At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement.

16. Do I have to attend the hearing?

No, but you are welcome to attend the hearing. If you send an objection, you do not have to come to Court to talk about it, but you may if you wish. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend if you wish.

Additional Information

This notice summarizes the proposed settlement. Additional details are included in the written Class Action Settlement Agreement. You can get a copy of that Agreement by writing to the Settlement Administrator, [REDACTED] at [INSERT ADDRESS], or by visiting the Settlement Administrator's website at [INSERT WEBSITE].

You may also speak to class counsel, who are:

Aaron Kaufmann
Giselle Olmedo
LEONARD CARDER, LLP
1999 Harrison, Suite 2700
Oakland, CA 94612
Tel: (510) 272-0169
info@leonardcarder.com

George A. Warner
LEGAL AID AT WORK
180 Montgomery Street, Suite 600
San Francisco, CA 94104
Tel: (415) 864-8848
propclitigation@legalaidatwork.org

Please note that it is your responsibility to keep a current address on file with the settlement administrator to ensure that you receive your payment should the Court grant final approval of the settlement agreement.

DO NOT CONTACT THE COURT OR DEFENDANTS WITH QUESTIONS.

DATE x/x/2022

FOR:

Jane Doe
180 Montgomery Street
San Francisco, CA 94104

You can also fill out this form at [\[WEBSITE\]](#)
You can also fill out this form at [\[WEBSITE\]](#) [Ch]
You can also fill out this form at [\[WEBSITE\]](#) [Esp]

This form is also available in Chinese. [Ch]
This form is also available in Spanish. [Esp]

Consent to Join FLSA Settlement

I hereby consent to join the collective action lawsuit, *Bautista Perez, et al. v. Juul Labs, Inc., et al.*, filed in the Northern District of California, as a party plaintiff, to assert claims against Defendants *Juul Labs, Inc., Coalition for Reasonable Vaping Regulation, Long Ying International, Inc.* and *David Ho* (and any other entities that may be added as Defendants) for violations of the overtime provisions of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* I further consent to be represented by the Plaintiff's attorneys at Legal Aid at Work and at Leonard Carder, LLP.

Signed in _____, on _____.
City, State Date

Signature

Printed Name

Instructions for this form:

If you want to join the claim for unpaid overtime under the Fair Labor Standards Act, you need to consent to join the lawsuit. You can join the lawsuit by filling out this form, and sending it to Plaintiffs' counsel by mail or email:

Aaron Kaufmann
Giselle Olmedo
LEONARD CARDER, LLP
1999 Harrison, Suite 2700
Oakland, CA 94612
Tel: (510) 272-0169
info@leonardcarder.com

George A. Warner
LEGAL AID AT WORK
180 Montgomery Street, Suite 600
San Francisco, CA 94104
Tel: (415) 864-8848
propclitigation@legalaidatwork.org

You can also submit this form out online at [\[WEBSITE\]](#).