

EXHIBIT 1

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ALICE WILBURG, an individual, on behalf of
herself all others similarly situated,

Plaintiff,

v.

IVUEIT, LLC, an Ohio limited liability
company; and DOES 1 through 20, inclusive,

Defendants.

CASE NO. 3:24-cv-02642-AMO

**CLASS AND PAGA ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Judge: Araceli Martinez-Olguin

Date Filed: March 21, 2024

Trial Date: None Set

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CLASS AND PAGA ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class and PAGA Action Settlement Agreement and Release, including Exhibits A through D hereto (“Settlement Agreement” or “Agreement”), is made and entered into by, between, and among Plaintiff Alice Wilburg (“Plaintiff”), on behalf of herself and the Class and the PAGA Workers as defined below, and Defendant iVueit, LLC (“iVueit” or “Defendant”). Plaintiff and Defendant (collectively, the “Parties”) enter into this Agreement to effect a full and final settlement and dismissal with prejudice of all claims brought against Defendant in *Wilburg, et al. v. iVueit, LLC*, Case No. 3:24-cv-02642-AMO in the United States District Court for the Northern District of California, including as amended pursuant to this Agreement (the “Action”), and all claims based on or reasonably related thereto.

This Agreement is subject to the approval of the Court, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, 28 U.S.C. § 1711 *et seq.* and California Labor Code section 2699, and is made for the sole purpose of attempting to consummate settlement of this Action on a class-wide and representative PAGA basis subject to the following terms and conditions. As detailed below, in the event the Court does not enter an order granting approval of the PAGA Settlement, as defined below, does not grant final approval of the Class Settlement, as defined below, or the conditions precedent are not met for any reason, this Agreement is void and of no force or effect whatsoever.

NOW THEREFORE, in consideration of the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth below, Plaintiff, individually and as representative of the Class and the PAGA Workers, and Defendant agree that the Action shall be, and is finally and fully compromised and settled on the following terms and conditions:

I. RECITALS

1. This Agreement is made in consideration of the following facts:

A. The Action

2. On March 21, 2024, Plaintiff Alice Wilburg commenced the Action by filing a class action complaint against Defendant in the Superior Court of the State of California, County of Alameda, *see* Case No. 24CV068639.

1 3. On May 2, 2024, Defendant timely removed the Action to the United States District
2 Court for the Northern District of California, *see* Case No. 3:24-cv-02642-AMO, Dkt. 1.

3 4. On August 1, 2024, Defendant filed a motion to compel arbitration and stay
4 proceedings, *see* Dkt. 18.

5 5. On November 27, 2024, the Parties filed a joint administrative motion to continue to
6 hearing on Defendant's motion to compel arbitration and stay case until mediation, *see* Dkt. 23.

7 6. On December 2, 2024, the Court issued an order, granting the Parties' administrative
8 motion to continue hearing date for Defendant's motion to compel individual arbitration to February
9 6, 2025, and to stay the action pending settlement mediation, *see* Dkt. 24.

10 7. On January 14, 2025, the Court issued an order staying the case pending a motion to
11 preliminarily approve the settlement of the Action; *see* Dkt. 28.

12 8. No trial date is set in the Action.

13 **B. General Recitals**

14 9. Plaintiff alleges generally that iVueit improperly classified her and all Class Members
15 and PAGA Workers as independent contractors rather than employees, and asserts derivative claims
16 related thereto.

17 10. Defendant denies the allegations in the Action; denies that it has engaged in any
18 wrongdoing; denies that any Class Member or PAGA Worker is or ever was an employee of iVueit;
19 denies that it unlawfully classified the Class Members and PAGA Worker as independent contractors;
20 denies that it engaged in any unlawful or unfair business practices with respect to any Class Member
21 or PAGA Worker; denies that Plaintiff's allegations state valid claims; and states that it is entering
22 into this Settlement Agreement solely to eliminate the uncertainties, burden, expense, and delay of
23 further protracted litigation.

24 11. A *bona fide* dispute exists as to whether any amount of wages are due from Defendant
25 to any Class Member.

26 12. Prior to mediation, the Parties engaged in informal discovery, including an exchange
27 of information and documentation about *inter alia*: the number of current and former Class Members,
28 the number of current and former PAGA Workers, metrics pertaining to hours worked and rate of

1 pay, the Vuer Agreement, and other information concerning the work performed by the Class
2 Members.

3 13. On January 7, 2025, the Parties attended mediation with Scott Markus, a professional
4 mediator, and with the mediator's assistance, the Parties agreed, subject to approval by the Court, to
5 the Settlement of the Action.

6 14. As part of this Settlement, on or about February 14, 2025, Plaintiff submitted an
7 amended notice to the LWDA pursuant to the PAGA (the "Amended PAGA Notice").

8 15. This Settlement Agreement is intended to fully and finally compromise, resolve,
9 discharge, and settle the Released Claims, as defined and on the terms set forth below, and to the full
10 extent reflected herein, subject to the approval of the Court.

11 16. The Parties further agree that the Settlement Agreement, the fact of the anticipated
12 Settlement, any of the terms in the Agreement, and any documents filed in support of the Settlement
13 shall not constitute, or be offered, received, claimed, construed, or deemed as, an admission, finding,
14 or evidence of: (i) any wrongdoing, (ii) any violation of any statute or law, (iii) any liability on the
15 claims or allegations in the Action or any other proceeding, (iv) the propriety of litigating as opposed
16 to arbitrating the claims in the Action, (v) whether any Class Member and/or PAGA Worker who
17 used, uses, or will use the iVueit App is or should be classified or treated as an employee for any
18 purpose, or (vi) the propriety of certifying a class or permitting a representative PAGA claim in the
19 Action or any other proceeding, and shall not be used by any Person for any purpose whatsoever in
20 any legal or administrative or tax proceeding, including, but not limited to, arbitrations, other than a
21 proceeding to enforce the terms of the Settlement Agreement.

22 17. There has been no final determination by any court as to the merits of the claims
23 asserted by the Plaintiff against Defendant.

24 18. Plaintiff and Class Counsel believe that the Settlement provides a just, fair,
25 reasonable, and favorable recovery for the Class and PAGA Workers as defined below, based on the
26 claims asserted, the evidence developed, and the damages that might be proven against Defendant in
27 the Action; Plaintiff and Class Counsel further recognize and acknowledge the significant expense,
28 length, difficulty, and uncertainty of continued proceedings necessary to prosecute the Action against

Defendant through trial and appeals; Plaintiff and Class Counsel have also considered the uncertain outcome and the risk of any litigation, especially in complex litigation such as the Action, as well as the difficulties and delays inherent in any such litigation; Plaintiff and Class Counsel are also mindful of the inherent challenges of proof and the strength of the defenses to the alleged claims, and therefore believe that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice and enjoined as set forth herein.

19. NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by Plaintiff, for herself and on behalf of the Class and PAGA Workers, and by Defendant that, subject to the approval of the Court, the Action shall be settled and compromised, and the Released Claims shall be finally and fully compromised and settled as to the Released Parties, in the manner and upon the terms and conditions hereafter set forth in this Agreement.

II. DEFINITIONS

20. In addition to the terms defined elsewhere in this Agreement, the following terms, used in this Settlement Agreement, shall have the meanings specified below:

21. “Action” shall mean the putative class and PAGA action lawsuit entitled *Wilburg, et al. v. iVueit, LLC*, currently pending in the United States District Court for the Northern District of California and designated as Case No. 3:24-cv-02642-AMO (N.D. Cal.).

22. “Amended Complaint” means the First Amended Complaint, in the form attached as Exhibit A, to be filed in the Action to incorporate all claims alleged in Plaintiff’s PAGA Notice and Amended PAGA Notice.

23. “Amended PAGA Notice” means the amended notice that Plaintiff submitted on February 14, 2025 to the LWDA pursuant to the PAGA.

24. “Attorneys’ Fees” means such funds as may be awarded by the Court for fees to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all work defending the Settlement or any aspect of challenge to or approval of the Settlement on appeal or other direct, collateral or other attack, all post-Settlement compliance procedures, and related litigation work billed in connection with the Action. Class Counsel shall not seek more than one third

1 of the Gross Settlement Fund in Attorneys' Fees. However, Defendant shall have the right to
2 challenge and object to that or any lower request for Attorneys' Fees.

3 25. "Attorneys' Expenses" means such funds as may be awarded by the Court to
4 compensate Class Counsel for their expenses in connection with the Action, including their pre-filing
5 investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-
6 Settlement compliance procedures, and related litigation expenses billed in connection with the
7 Action. The Attorneys' Expenses shall be no more than Seventeen Thousand Five Hundred Dollars
8 and Zero Cents (\$17,500.00).

9 26. "Class" means all Persons paid for property inspection, site photograph services work,
10 and/or other Vue-related work in California at any time during the Class Period that was sourced
11 through the Ivueit App. The Class excludes any Persons, if any, otherwise within the preceding
12 definition if treated by Defendant as an employee.

13 27. "Class Counsel" means the law firm of Nicholas & Tomasevic, LLP.

14 28. "Class Member" means any member of the Class.

15 29. "Class Period" means the period from March 21, 2020 through the date that the Court
16 enters its Order preliminary approving the Class Settlement, inclusively.

17 30. "Class Settlement" means the non-PAGA portion of the Settlement embodied in this
18 Agreement, which is subject to the Court's preliminary and final approval.

19 31. "Court" means the United States District Court for the Northern District of California
20 and the Judge assigned to the Action, the Honorable Araceli Martinez-Olguin.

21 32. "Defendant" means Defendant iVueit, LLC.

22 33. "Defense Counsel" means the law firm of Mitchell Silberberg & Knupp, LLP.

23 34. "Effective Date" means the date the Court's Final Approval Order and Judgment
24 become "Final." In the event that: (i) the Court (or any appellate court) does not approve the
25 Settlement as provided herein or (ii) the Effective Date does not occur for any other reason, then the
26 Settlement Agreement and any documents generated to bring the Settlement into effect will be null
27 and void, and the Parties will be returned to their respective positions before the Settlement was
28

1 reached. The Effective Date cannot occur until and unless there is no possibility of an appeal or
2 further appeal that could potentially prevent this settlement from becoming final and binding.

3 35. “Enhancement Award” means the amount approved by the Court to be paid to
4 Plaintiff, in addition to her respective payments under the Plan of Allocation, and as further described
5 in Paragraph 80 *et seq.*, in recognition of her efforts in coming forward as the Plaintiff or in another
6 capacity, and for Plaintiff, as consideration for Plaintiff’s release of Plaintiff’s General Released
7 Claims as described below.

8 36. “Fairness Hearing” means the hearing that is to take place after the entry of the
9 Preliminary Approval Order and after the Notice Date for purposes of: (i) entering the Final Approval
10 Order and Judgment; (ii) determining whether the Settlement should be approved as fair, reasonable,
11 and adequate; (iii) ruling upon an application for an Enhancement Award by Plaintiff; (iv) ruling
12 upon an application by Class Counsel for Attorneys’ Fees and Attorneys’ Expenses; and (v) entering
13 any order awarding Attorneys’ Fees, Attorneys’ Expenses and Enhancement Payment. The Parties
14 shall request that the Court schedule the Fairness Hearing for a date that is in compliance with the
15 provisions of 28 U.S.C. § 1715(d).

16 37. “Final,” when referring to a judgment or order, means that (i) the judgment/order is a
17 final and appealable; and (ii) either (a) no appeal has been taken from the judgment/order as of the
18 date on which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding
19 of the judgment/order having been commenced, such appeal or other review is finally concluded and
20 no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument,
21 petitions for rehearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other
22 review has been finally resolved in such manner that affirms the judgment/order in its entirety.

23 38. “Final Approval Order” means the Court’s Order granting final approval of the Class
24 Settlement and approval of the PAGA Settlement.

25 39. “Gross Settlement Fund” means the agreed upon settlement amount totaling, Six
26 Hundred Thirty-Five Thousand Dollars and Zero Cents (\$635,000.00), inclusive of all payments for
27 all Released Class Claims of the Settlement Class and all Released PAGA Claims of the PAGA
28 Workers; PAGA Payment to the LWDA; payment of Settlement Administration Expenses;

1 Enhancement Award to Plaintiff; Attorneys' Fees to Class Counsel; Attorneys' Expenses to Class
2 Counsel; and all other costs and expenses relating to the Settlement. The Gross Settlement Fund shall
3 be all-in with no reversion to Defendant. In no event shall Defendant be liable for the payment of any
4 amounts exceeding the Gross Settlement Fund.

5 40. "Individual Settlement Payment" means the amount which is ultimately distributed to
6 each Settlement Class Member from the Net Settlement Fund, separate and distinct from the
7 Settlement Class Member's share of the PAGA Payment (if any).

8 41. "iVueit App" means the mobile software application developed and licensed by iVueit
9 that Persons may use to perform property inspection, site photograph services and/or related reporting
10 requirements for iVueit's clients.

11 42. "Judgment" means the judgment to be entered in this Action upon entry of the Final
12 Approval Order.

13 43. "Legally Authorized Representative" means an administrator/administratrix, personal
14 representative, or executor/executrix of a deceased Class Member's estate; guardian, conservator, or
15 next friend of an incapacitated Class Member; or any other legally appointed Person responsible for
16 handling the business affairs of a Class Member.

17 44. "LWDA" means the California Labor and Workforce Development Agency.

18 45. "Notice Date" means the date that the Settlement Administrator initially mails by
19 Regular United States Mail the Notice of Settlement of Class Action to the Class Members and the
20 PAGA Workers.

21 46. "Net Settlement Fund" means the Gross Settlement Fund less the Attorneys' Fees, the
22 Attorneys' Expenses, the Enhancement Award, the Settlement Administration Expenses, the PAGA
23 Payment to the LWDA and the PAGA Workers, and all other costs and expenses relating to the
24 Settlement.

25 47. "Notice of Settlement of Class Action" means the long-form Court-approved notice,
26 without material variation from Exhibit B.

27 48. "Notice Period" means the forty-five (45) calendar day period which begins on the
28 Notice Date. An Opt-Out Request must be returned to the Settlement Administrator with a postmark

1 dated during the Notice Period to be valid and effective. An objection must be filed with the Court
2 during the Notice Period to be considered. A written notice disputing the number of Vues completed
3 in California during the Class Period and/or PAGA Period must be returned to the Settlement
4 Administrator with a postmark dated during the Notice Period for the Class Member/PAGA Worker.

5 49. “Opt-Out List” means the Court-approved list of all Persons who timely and properly
6 requested exclusion from the Class and therefore are not Settlement Class Members. The Opt-Out
7 List shall not be disclosed through any manner of public filing.

8 50. “PAGA Notice” means the notice that Plaintiff submitted on January 11, 2024 to the
9 LWDA pursuant to the PAGA.

10 51. “PAGA Payment” means the payment to the State of California LWDA and the
11 PAGA Workers in settlement of all claims for PAGA penalties.

12 52. “PAGA Period” means the period from January 11, 2023 through the date that the
13 Court enters its Preliminary Approval Order, inclusively.

14 53. “PAGA Settlement” means the PAGA portion of this Agreement, which is subject to
15 Court’s approval.

16 54. “PAGA Worker” means all Persons paid for property inspection, site photograph
17 services work, and/or other Vue-related work in California as at any time during the PAGA Period
18 that was sourced through the iVueit App. PAGA Workers excludes those Persons, if any, otherwise
19 within the preceding definition if treated by Defendant as an employee.

20 55. “PAGA Worker Payment” means the amount paid to each PAGA Worker for
21 his/her/their share of the PAGA Payment.

22 56. “Parties” means Plaintiff and Defendant, collectively, as each of those terms is defined
23 in this Settlement Agreement.

24 57. “Person” means any individual, corporation, partnership, association, affiliate, joint
25 stock company, estate, trust, unincorporated association, entity, government and any political
26 subdivision thereof, or any other type of business or legal entity.

27 58. “Plaintiff” means Plaintiff Alice Wilburg.
28

59. “Plaintiff’s General Released Claims” means, in addition to the Released Class Claims and Released PAGA Claims, Plaintiff agrees to a general release of any and all claims against any of the Released Parties to the maximum extent permitted by law, including a California Civil Code section 1542 waiver as described in Paragraphs 111 through 114 below.

60. “Plan of Allocation” means the plan for allocating the Net Settlement Fund among the Settlement Class Members and the PAGA Payment among the PAGA Workers as approved by the Court, as further set forth in Paragraphs 89 through 92.

61. “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order and thus: (i) preliminarily approves the Class Settlement, including the Exhibits thereto, and (ii) enters an order providing for notice to the Class, an opportunity to opt out of the Class, an opportunity to submit timely objections to the Class Settlement, and setting a Fairness Hearing.

62. “Preliminary Approval Order” means the Court’s Order granting preliminary approval of the Settlement. The Parties will seek the Court to enter a Preliminary Approval Order, without material variation from Exhibit C.

63. “Released Parties” means Defendant, and any of its past, present, and future direct or indirect parents, subsidiaries, affiliates, holding companies, partnerships, limited liability companies, successors, or purchasers, as well as each of its or their past, present, and future owners, investors, officers, directors, employees, payment processing companies, partners, members, managers, customers, subcontractors, shareholders and agents, attorneys, insurers, reinsurers, and any Person which could be jointly liable with Defendant.

64. “Released Claims” shall be construed as broadly as possible to effect complete finality over this litigation involving Defendant. “Released Claims” include the “Released Class Claims,” the “Released PAGA Claims” and “Plaintiff’s General Released Claims.”

65. “Released Class Claims” means any and all past and present claims, disputes and/or causes of action pleaded or which could have been pleaded arising, in whole or in part, from the facts, claims, and/or allegations contained in the PAGA Notice, the Amended PAGA Notice, the

Complaint, and/or the Amended Complaint against Defendant and/or any other Released Parties, that arose during the Class Period, including, but not limited to, the following:

a) Any claims under California Labor Code §§ 200 *et seq.*, 201-203, 204, 210, 216, 218.5, 218.6, 221, 223, 224, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 400 *et seq.*, 402, 404, 405, 408, 432.5, 450, 510, 512, 558, 1174, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2775, 2800, 2802, and 2804, California Business & Profession Code § 17200 *et seq.*, California Code of Regulations §§ 11040 *et seq.*, and applicable Industrial Welfare Commission Wage Orders;

b) Any claims for unpaid wages (including minimum, regular, and overtime wages), untimely wage payments both during and at the end of employment, non-compliant meal periods, non-compliant rest periods, non-compliant payment of meal and rest break premiums, failure to provide compliant wage statements, misclassification as independent contractors, requiring workers to agree to terms in writing known to be prohibited by law, requiring workers to work longer than the maximum hours and violative of standard conditions of labor fixed by the Industrial Welfare Commission, failure to properly record and maintain employment and payroll records, failure to reimburse expenses, unlawful deductions, unfair competition and claims for interest, penalties (including but not limited to waiting time penalties), or premiums in connection therewith, as well as any and all other claims under California common law, the California Labor Code, California Code of Regulations and/or California Industrial Welfare Commission Wage Orders alleged or which could have been alleged under the facts, allegations, and/or claims pleaded in the PAGA Notice, the Amended PAGA Notice, the Complaint, and/or the Amended Complaint; and

c) Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices, or punitive damages alleged or which could have been alleged under the facts, allegations, and/or claims pleaded in the PAGA Notice, the Amended PAGA Notice, the Complaint, and/or the Amended Complaint.

66. “Released PAGA Claims” means any and all past and present PAGA claims, that have or could have been brought by Plaintiff, the State of California, the PAGA Workers, and all persons purporting to act on the PAGA Workers’ behalf or purporting to assert claims under California Labor Code section 2698 *et seq.*, including but not limited to those statutory provisions that existed at the

1 time the Action was filed as well as any amendments to those provisions, premised in whole or in
2 part on any Released Class Claims or the claims asserted in the Complaint, the Amended Complaint,
3 the PAGA Notice or the Amended PAGA Notice and arising at any time during the PAGA Period.

4 67. "Settlement" means the settlement of this Action as set forth in this Settlement
5 Agreement, including all attached Exhibits, which are an integral part of this Settlement Agreement
6 and are incorporated in their entirety by reference.

7 68. "Settlement Administration Expenses" means all costs and expenses associated with
8 and paid to the Settlement Administrator for the administration of the Settlement and related matters
9 as described in this Agreement, which are anticipated not to exceed Twenty-Five Thousand Dollars
10 and Zero Cents (\$25,000.00).

11 69. "Settlement Administrator" means CPT Group, Inc, or such other neutral, third-party
12 settlement administrator to be appointed by the Court.

13 70. "Settlement Class" means all Class Members who have not timely and properly
14 exclude themselves from the Settlement Class as provided in this Settlement Agreement.

15 71. "Settlement Class Member" means any member of the Settlement Class.

16 72. "Vue" means an offer to provide services listed on the iVueit App, such as a property
17 inspection, a site photograph services work and/or any other related work.

18 **III. SUBMISSION OF THE SETTLEMENT AGREEMENT TO THE COURT FOR**
19 **REVIEW AND APPROVAL**

20 73. The Parties agree to stay all proceedings in the Action, except such proceedings
21 necessary to implement and complete the Settlement, pending the Fairness Hearing to be conducted
22 by the Court.

23 74. Promptly upon execution of this Settlement Agreement, Plaintiff shall submit to the
24 Court a motion for preliminary approval of the Settlement and seek entry of the Preliminary Approval
25 Order in the form of Exhibit C.

26 75. Upon filing the preliminary approval motion and this Settlement with the Court,
27 Plaintiff shall file the Settlement with the LWDA in accordance with Labor Code section 2699.
28

1 76. Solely for purposes of implementing this Agreement and effectuating the proposed
2 Settlement, the Parties agree and stipulate that:

3 a) Plaintiff shall seek the Court's permission to enter the Amended Complaint,
4 without material variation from Exhibit A, and Defendant shall consent to such amendment pursuant
5 to Rule 15(a)(2) of the Federal Rules of Civil Procedure. The Amended Complaint shall be submitted
6 concurrently with the submission of the motion for preliminary approval of the Settlement so that
7 such complaint may be entered promptly upon approval of the Court. Obtaining the Court's approval
8 to file the Amended Complaint, and the subsequent prompt entry of the Amended Complaint, are
9 material conditions of this Settlement Agreement. The Parties further agree and stipulate that
10 Defendant shall not be required to file a responsive pleading to the Amended Complaint. If for any
11 reason the Settlement is not approved consistent with its terms or the Effective Date does not occur,
12 the Amended Complaint shall be stricken from the record and the operative complaint in the Action
13 shall revert to the filed complaint that preceded the Amended Complaint.

14 77. After preliminary approval, the Parties shall seek final approval of the Settlement. At
15 the Fairness Hearing, Plaintiff shall request entry of a Final Approval Order and a Judgment in the
16 forms of Exhibit D, to be agreed upon by the Parties, the entry of which without material variation
17 from Exhibit D is a material condition of this Settlement Agreement

18 **IV. SETTLEMENT CONSIDERATION**

19 78. Subject to Court approval and the conditions specified in this Agreement, and in
20 consideration of the mutual covenants and promises set forth herein, Defendant agrees to make a
21 total, non-revisionary settlement payment under this Agreement in the amount of Six Hundred
22 Thirty-Five Thousand Dollars and Zero Cents (\$635,000.00), *i.e.*, the Gross Settlement Fund. The
23 Gross Settlement Fund is an "all in" number that includes, without limitation, all monetary benefits
24 and payments to the Settlement Class, the PAGA Payment, Enhancement Award, Attorneys' Fee and
25 Attorneys' Expense awards, Settlement Administration Expenses, and all other costs and expenses
26 relating to the Settlement (including, but not limited to, administration costs and expenses, notice
27 costs and expenses, and settlement costs and expenses). In no event shall Defendant be liable for
28 making any payments under this Settlement, or for providing any relief to the Settlement Class

1 Members or the PAGA Workers, before the deadlines set forth in this Agreement. All liabilities,
2 payments or withholdings for which Defendant is or will be responsible shall be satisfied from the
3 Gross Settlement Fund only.

4 79. At the Final Approval Hearing, Class Counsel will apply to the Court for an award of
5 Attorneys' Fees incurred by Class Counsel in an amount not to exceed Two Hundred Eleven
6 Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$211,666.67), which is one-third
7 (1/3) of the Gross Settlement Fund. At the Final Approval Hearing, Class Counsel will also apply to
8 the Court for recovery of Attorneys' Expenses in an amount not to exceed Seventeen Thousand Five
9 Hundred Dollars (\$17,500.00). However, Defendant's Counsel shall have the right to challenge and
10 object to that or any lower request for Attorneys' Fees and Attorneys' Expenses. Approval of the
11 Settlement shall not be contingent upon approval of the Attorneys' Fee award or the Attorneys'
12 Expenses award. These fees and costs are included in, and shall come from, the Gross Settlement
13 Fund. Class Counsel must provide Settlement Administrator with IRS Forms W-9, so that the
14 Settlement Administrator may issue IRS Forms 1099 misc. To the extent Attorneys' Fees and/or
15 Attorneys' Expenses are not approved in the full amount requested, as set forth above, then the
16 amount not approved will be a part of the Net Settlement Fund for distribution to the Settlement
17 Class Members. The Parties agree that, over and above the Court-approved Attorneys' Fee and
18 Attorneys' Expense awards, each of the Parties, including all Settlement Class Members and all
19 PAGA Workers, shall bear their own fees and costs, including, but not limited to, those relative to the
20 investigation, filing, prosecution or settlement of the Action; the negotiation, execution, or
21 implementation of this Settlement Agreement; and/or the process of obtaining, administering or
22 challenging a certification order and/or final approval. If Class Counsel appeals the Court's ruling on
23 their application for an Attorneys' Fee and/or Attorneys' Expense award, the ruling of the appellate
24 court (regardless of its substance) shall not constitute a material alteration of a term of this Settlement
25 Agreement. All claims for attorneys' fees and costs or expenses that Class Counsel, Plaintiff, and the
26 Settlement Class Members/PAGA Workers may possess against Defendant or the Released Parties
27 have been compromised and resolved in this Settlement Agreement and shall not be affected by any
28 appeal that Class Counsel may file.

1 80. At the Final Approval Hearing, Class Counsel will apply to the Court for an
2 Enhancement Award in an amount not to exceed Fifteen Thousand Dollars and Zero Cents
3 (\$15,000.00) to be paid to Plaintiff for her services and for assuming the risks associated with this
4 litigation and for Plaintiff's General Released Claims. However, Defendant shall have the right object
5 to that or any lower request for an Enhancement Award. Approval of the Settlement shall not be
6 contingent upon approval of the Enhancement Award. Any Enhancement Award is included in, and
7 shall come from, the Gross Settlement Fund. If the Court approves and awards an Enhancement
8 Award in an amount less than the Fifteen Thousand Dollars and Zero Cents (\$15,000.00), as set forth
9 above, the amount not approved will be a part of the Net Settlement Fund for distribution to the
10 Settlement Class Members.

11 81. Subject to Court approval, an amount of Fifty Thousand Dollars and Zero Cents
12 (\$50,000.00) shall be allocated as the PAGA Payment. Thirty-Seven Thousand Five Hundred Dollars
13 and Zero Cents (\$37,500.00), which is seventy-five percent (75%) of the PAGA Payment, shall be
14 paid to the LWDA. The remaining Twelve Thousand Five Hundred Dollars and Zero Cents
15 (\$12,500.00), which is twenty-five percent (25%) of the PAGA Payment, shall be distributed to the
16 PAGA Workers based on the Plan of Allocation described below. PAGA Workers will not have the
17 opportunity to opt out or object to the PAGA Settlement, the PAGA Payment and/or release of
18 Released PAGA Claims set forth in this Agreement although the PAGA Settlement will be subject to
19 Court approval. In the event the LWDA rejects this allocation, the Parties will meet and confer with
20 the Court and the LWDA to reach a penalty allocation acceptable to all parties that does not
21 materially alter the terms of Settlement, nor require Defendant to pay more than the Gross Settlement
22 Fund. The PAGA Payment shall be paid from the Gross Settlement Fund.

23 82. Subject to Court approval, an amount of Twenty-Five Thousand Dollars and Zero
24 Cents (\$25,000.00) will be set aside from the Gross Settlement Fund to cover any of the Settlement
25 Administrator's Settlement Administration Expenses. The Parties agree to propose CPT Group, Inc.
26 as the Settlement Administrator. If any portion of the Twenty-Five Thousand Dollars and Zero Cents
27 (\$25,000.00) remains unused, it will be part of the Net Settlement Fund for distribution to the
28 Settlement Class Members.

83. Individual Settlement Payments shall be awarded to each Settlement Class Member from the Net Settlement Fund based on the Plan of Allocation described below.

84. Subject to the Court's approval, Defendant shall transfer the Gross Settlement Fund to an account established by the Settlement Administrator within thirty (30) days of the Effective Date. The Gross Settlement Fund shall be deposited into an account backed by the full faith and credit of the United States government or an agency thereof, such as an account insured by the Federal Deposit Insurance Corporation ("FDIC") pass-through insurance program. The Parties and the Settlement Administrator agree to treat the Gross Settlement Fund as a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1, and the Settlement Administrator, as administrator of the account within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing tax returns for the account and paying from the account any and all taxes, including any interest or penalties thereon, owed with respect to the account, to the extent necessary. In addition, the Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph, including if necessary the "relation-back election" (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund and the distributions and payments therefrom, including, without limitation, the tax returns described in Treas. Reg. § 1.468B-2(k), and to the extent applicable, Treas. Reg. § 1.468B-2(1). Such tax returns shall be consistent with the terms herein. The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Settlement Agreement. Neither the Parties nor their counsel shall have any responsibility or liability for the acts or omissions of the Settlement Administrator.

85. For tax purposes, all Individual Settlement Payments will be treated by the Parties as additional, non-wage income, not subject to payroll withholdings, and the PAGA Worker Payment

distributed to each PAGA Worker will be treated entirely as civil penalties. The Settlement Administrator shall report the Individual Settlement Payment distributed to each Settlement Class Member on an IRS Form 1099 NEC, if applicable, and the PAGA Worker Payment amount distributed to each PAGA Worker on an IRS Form 1099 NEC, if applicable. The foregoing tax allocation shall apply to the Enhancement Award to be paid to Plaintiff.

86. Neither this Settlement Agreement, nor any of its attachments, should be interpreted to contain or constitute representations or advice regarding any U.S. Federal or State tax issue.

87. The Settlement Administrator shall be responsible for reporting all settlement payments made under this Settlement to all required taxing and other authorities, taking appropriate withholding from such payments, and remitting all other required payments to the proper authorities.

88. Plaintiff, all Settlement Class Members and all PAGA Workers shall be solely and exclusively responsible for remitting to state and/or federal taxing authorities any applicable taxes due and shall hold the Released Parties, Class Counsel, and the Settlement Administrator harmless for any taxes, penalties, interest, liabilities, costs and expenses caused by any such taxing authority relating in any way to the tax treatment of payments to Plaintiff, all Settlement Class Members and all PAGA Workers pursuant to this Settlement Agreement or failure to timely or properly pay any taxes owed on their respective settlement payments.

V. PLAN OF ALLOCATION

89. To receive an Individual Settlement Payment from the Gross Settlement Fund, a Class Member or his or her Legally Authorized Representative must not have submitted a request for exclusion, and must be eligible for a payment under the Plan of Allocation.

90. Individual Settlement Payments shall be awarded to each Settlement Class Member from the Net Settlement Fund based on the formula below.

a) Each Settlement Class Member will receive at least a “Minimum Class Settlement Payment” in the amount of Fifteen Dollars and No Cents (\$15.00) as their Individual Settlement Payment.

b) Each Individual Settlement Payment shall be the sum of the Settlement Class Member’s Minimum Class Settlement Payment and the outcome of the following calculation: (1)

1 subtract the sum of all Minimum Class Settlement Payments to the Settlement Class Members from
2 the Net Settlement Fund (“Remaining Net Settlement Fund”); (2) the Remaining Net Settlement
3 Fund shall be divided by the total Vues completed in California during the Class Period by all
4 Settlement Members; and (3) the resulting fraction from (2) shall be multiplied by the Settlement
5 Class Member’s total number of completed Vues in California during the Class Period.

6 91. PAGA Worker Payments shall be awarded to each PAGA Worker from the portion of
7 the PAGA Payment allocated to the PAGA Workers based on the formula below.

8 a) Each PAGA Worker will receive at least a “Minimum PAGA Settlement
9 Payment” in the amount of Two Dollars and No Cents (\$2.00) as their PAGA Worker Payment.

10 b) Each PAGA Worker’s PAGA Worker Payment shall be the sum of the PAGA
11 Worker’s Minimum PAGA Settlement Payment and the outcome of the following calculation:
12 (1) subtract the sum of all Minimum PAGA Settlement Payments to the PAGA Workers from the
13 portion of the PAGA Payment allocated to PAGA Workers (“Remaining PAGA Settlement Fund”);
14 (2) the Remaining PAGA Settlement Fund shall be divided by the total Vues completed in California
15 during the PAGA Period by all PAGA Workers; and (3) the resulting fraction from (2) shall be
16 multiplied by the PAGA Worker’s total number of completed Vues in California during the PAGA
17 Period.

18 92. The determination of each Settlement Class Member’s/PAGA Worker’s Vues
19 completed in California during the Class Period/PAGA Period shall be based on the relevant records
20 that Defendant is able to identify following a good-faith inquiry. Defendant shall make a diligent
21 effort to supply the records to the Settlement Administrator in a standard electronic format such as a
22 Comma Separated Value (CSV) file. Defendant agrees to provide the Settlement Administrator,
23 within twenty-one (21) calendar days of entry of the Court’s Preliminary Approval Order, a CSV file
24 containing the following information for each Class Member/PAGA Worker based on the most recent
25 information available to Defendant in its database: (1) the full name provided by the Class
26 Member/PAGA Worker to Defendant in its platform; and (2) last known address, if any, provided by
27 the Class Member/PAGA Worker to Defendant in its platform; (3) the email address, if any, provided
28 by the Class Member/PAGA Worker to Defendant in its platform; (4) the mobile number provided by

the Class Member/PAGA Worker to Defendant in its platform; (5) the total number of Vues completed in California by the Class Member during the Class Period; and (6) the total number of Vues completed in California by the PAGA Worker Member during the PAGA Period. The Parties recognize that Defendant does not have physical addresses or email addresses for most Class Members, and may only be able to provide names and mobile numbers for many Class Members or PAGA Workers. Defendant also does not have Social Security Numbers for the Class Members. Defendant will subpoena, promptly after execution of this Agreement, physical addresses, email addresses, and Social Security numbers for each Settlement Class Member and PAGA Worker from Paypal, the site which processes payments for Vuers. Defendant shall provide the subpoenaed information confidentially to the Settlement Administrator. The Settlement Administrator will keep all the above-described information confidential, use it only for the purposes described herein, and return it to Defendant upon completion of the settlement administration process. Defendant shall not share and the Settlement Administrator shall not share the described information with Plaintiff, Class Counsel, or any other person without Defendant's written approval. If the determination of a Settlement Class Member's/PAGA Worker's Vues cannot be made based on the relevant records that Defendant is able to identify, then the Settlement Administrator shall consult with the Parties regarding the number of Vues that should be given to such individual.

VI. NOTICE AND SETTLEMENT ADMINISTRATION PROCESS

93. Based on the information in the Class Member/PAGA Releasee list and the formula set forth in Paragraphs 89-92 above, the Settlement Administrator shall promptly calculate the estimated PAGA Settlement Check for every PAGA Worker and the estimated Individual Settlement Payment for every Class Member, to be included in the individualized Notice of Settlement of Class Action to be sent to that Class Member and/or PAGA Worker, and shall prepare and e-mail a spreadsheet setting forth those calculations to Defense Counsel no fewer than fourteen (14) days before mailing the Notice of Settlement of Class Action to Class Members and PAGA Workers. The Notice of Settlement of Class Action will inform each Class Member and/or PAGA Worker of his/her right to opt out of the Class Settlement and release of the Released Class Claims or to object to the Class Settlement and release of the Released Class Claims. It will also inform Class Members that if

1 they first request exclusion from, and opt out of, the Class Settlement and then object, the objections
2 would not be considered valid and that if the Class Members object and then request exclusion from,
3 and opt out of the Class Settlement, the Class Members would be deemed to have waived their
4 objection.

5 94. Within thirty (30) days after receipt of all the information described in in Paragraph 92
6 above, including the information to be subpoenaed from Paypal, the Settlement Administrator shall:
7 (a) mail the Notices of Settlement of Class Action to each Class Member/PAGA Worker whose
8 physical address information is known; (b) send the Notice by email or text to every Class
9 Member/PAGA Worker whose physical address is not known. Text notices may be in an agreed
10 summary fashion that refers the Class Member/PAGA Worker to the Settlement Administrator web
11 site for details. Prior to the sending of the Notice, the Settlement Administrator shall conduct a
12 National Change of Address check as to each known physical address and shall use reasonable efforts
13 to determine physical addresses from phone numbers or emails where the physical address is not
14 otherwise known. The mailing shall be sent by first-class U.S. Mail, postage pre-paid. The date that
15 the Settlement Administrator sends the Notices of Settlement of Class Action is the Notice Date. It
16 shall be conclusively presumed that each and every Class Member/PAGA Worker whose Class
17 Notice are not returned to the Settlement Administrator or otherwise noted as undeliverable within
18 thirty (30) calendar days after the Notice Date has received the Notices of Settlement of Class Action.
19 To the extent that the Settlement Administrator needs the Social Security Number or other
20 information about a Class Member/PAGA Worker in order to make payments due under this
21 Settlement Agreement, and neither Defendant nor Paypal has such information, the Settlement
22 Administrator shall request such information from the Class Member/PAGA Worker using available
23 contact information, and shall not be required to make payment under this Settlement Agreement
24 until such information is obtained.

25 95. The Settlement Administrator shall promptly re-mail any Notice of Settlement of
26 Class Action returned by the Post Office with a forwarding address. It shall be conclusively presumed
27 that those Class Members/PAGA Workers whose re-mailed Notices of Settlement of Class Action are
28 not returned to the Settlement Administrator as undeliverable within thirty (30) days after re-mailing

1 has received the Notice of Settlement of Class Action. The Settlement Administrator shall conduct
2 one additional address search/check via an appropriate skip tracing search for any Notice of
3 Settlement of Class Action returned by the Post Office as “undeliverable” and take other reasonable
4 steps to update any email or text notice returned as undeliverable. If an updated address, mobile
5 number or email address is found, the Settlement Administrator shall promptly re-send the Notice of
6 Settlement of Class Action to that address one time.

7 96. Class Counsel shall provide to the Court, at or before the Final Approval Hearing, a
8 declaration from the Settlement Administrator confirming that the Notices of Settlement of Class
9 Action were sent to all Class Members/PAGA Workers as required by this Agreement, as well as any
10 additional information Class Counsel and Defense Counsel both deem appropriate to provide to the
11 Court.

12 97. The Notices of Settlement of Class Action shall state or refer to the formula to be used
13 in calculating Individual Settlement Payments and PAGA Worker Payments as calculated by the
14 Settlement Administrator. A Settlement Class Member and/or PAGA Worker may seek to challenge
15 his or her estimated Individual Settlement Payment and PAGA Worker Payment amount set forth in
16 his or her Notice of Settlement of Class Action. Such challenges must: (i) be in writing; (ii) state the
17 full name of the Class Member/PAGA Worker seeking the challenge; (iii) include a statement that the
18 Class Member/PAGA Worker is seeking to challenge his or her estimated Individual Settlement
19 Payment and/or PAGA Worker Payment set forth in the Notice of Settlement of Class Action;
20 (iv) state the number of Vues that the Class Member/PAGA Workers believes he or she completed in
21 California during the Class Period and/or PAGA Period; (v) include documentation to support the
22 challenge; (vi) be signed by the Class Member/PAGA Worker seeking the challenge; and (vii) be
23 mailed to the Settlement Administrator with a postmark date on or before the expiration of the Notice
24 Period. A Settlement Class Member and/or PAGA Worker challenging his or her Individual
25 Settlement Payment amount and/or PAGA Worker Payment amount must produce documentary
26 evidence to the Settlement Administrator for consideration and/or challenge. The Settlement
27 Administrator will resolve the challenge with input from Class Counsel and Defense Counsel and
28 make a final and binding determination without hearing or right of appeal. Defendant’s records shall

1 be considered by the Settlement Administrator as the presumptive best evidence of the number of
2 Vues completed in California during the Class Period and the PAGA Period.

3 98. The Notices of Settlement of Class Action shall explain that if a Class Member does
4 not opt out of the Class Settlement, such Class Member will receive the Individual Settlement
5 Payment pursuant to the terms of this Agreement. The Parties intend that reasonable means be used to
6 maximize the probability that all Class Members shall receive the Notices of Settlement of Class
7 Action.

8 99. Within ten (10) days after the close of the Notice Period, the Settlement Administrator
9 will provide Defense Counsel with a report by name listing the amount of all Individual Settlement
10 Payments to be made to the Settlement Class Members, the amount of all PAGA Worker Payments to
11 be made to the PAGA Workers, a list by name of all Class Members who timely opted out under
12 Paragraph 101, below, and a list by name of all Settlement Class Members who timely objected under
13 Paragraph 102, below. Within that same time period, the Settlement Administrator will provide to
14 Class Counsel a report stating the total number of Settlement Class Members, the total number of
15 Class Members who timely and validly opted out under Paragraph 101, below and the total number
16 of Settlement Class Members who timely objected under Paragraph 102, below.

17 100. Any Class Member who wishes to become a Settlement Class Member and receive an
18 Individual Settlement Payment must not opt out of the Class.

19 101. Any Class Member who wishes to be excluded from the Class Settlement may seek
20 exclusion under this Paragraph. Unless a Class Member timely and properly opts out of the Class
21 Settlement described in this Agreement, he/she/they shall be a Settlement Class Member and shall be
22 bound by all the terms and conditions of this Agreement, and shall also be bound by the Court's
23 Order enjoining all Settlement Class Members from pursuing, or seeking to reopen, any of the
24 Released Class Claims against the Released Parties. A Class Member will not be entitled to opt out of
25 the Class Settlement established by this Agreement unless he or she submits a timely and complete
26 Opt-Out Request as provided in this Paragraph. An Opt-Out Request must: (i) be made in writing; (ii)
27 state the full name of the Class Member seeking exclusion; (iii) include a statement that the Class
28 Member seeking exclusion from the Settlement requests exclusion from the Class and does not wish

to participate in the Class Settlement; (iv) be signed by the Class Member seeking exclusion from the Settlement; and (v) be mailed to the Settlement Administrator with a postmark date on or before the expiration of the Notice Period. The Opt-Out Request must be completed by the Class Member seeking exclusion from the Class Settlement. Any Class Member who properly submits a timely, complete and valid Opt-Out Request using this procedure will not be entitled to an Individual Settlement Payment and will not be bound by the Class Settlement or have any right to object, appeal or comment thereon, except that a Class Member that is also a PAGA Worker will be bound by the release of Released PAGA Claims set forth in this Agreement and will be issued the PAGA Worker's PAGA Worker Payment. Upon receipt of any Opt-Out Request within the Notice Period, the Settlement Administrator shall review the request to verify the information contained therein, and to confirm that the request complies with the requirements of this Agreement. The Settlement Administrator shall not review or consider any Opt-Out Request postmarked after the end of the Notice Period. It shall be conclusively presumed that, if an Opt-Out Request is not postmarked on or before the end of the Notice Period, or is not received by the Settlement Administrator, the Class Member did not make the request in a timely or valid manner. Under no circumstances shall the Settlement Administrator have the authority to extend the deadline for Class Members to submit an Opt-Out Request. The Settlement Administrator shall give Class Counsel and Defense Counsel a weekly update on the number of Opt-Out Requests it receives that week and issue a final Opt-Out List within fourteen (14) days of the end of the Notice Period.

102. Any Settlement Class Member may object to the Class Settlement. Settlement Class Members who wish to object must send their written objections to the Court only by the close of the Notice Period. All objections will be scanned into the electronic case docket and the Parties will receive electronic notices of filing. An objection must state the specific grounds on which it is being made and all supporting facts. The Notice of Settlement of Class Action will state in substance:

Any member of the Class who has not opted out can ask the Court to deny approval of the settlement by filing an objection. You can't ask the Court to order a different 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. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Wilburg v. iVueit*, Case No. 3:24-CV-02642-AMO), (b) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, and (c) be filed or postmarked on or before [insert date of the close of the Notice Period].

Class Members who fail to timely file and serve such a written statement of objection shall be foreclosed from making any objection to this Settlement. Only Settlement Class Members may object to the Class Settlement. If an objector intends to appear at the Final Approval Hearing, either in person or through an attorney of his/her choice, he or she must also serve and file with his or her objection, a Notice of Intention to Appear. The Settlement Administrator shall give Class Counsel and Defense Counsel a list of those Class Members who timely submitted objections within fourteen (14) days of the end of the Notice Period. This Paragraph shall be strictly applied and enforced. Failure to comply with its terms shall render an objection ineffective and waived.

103. At least twenty-one (21) days before the Fairness Hearing, the Settlement Administrator shall prepare a declaration of due diligence and proof of dissemination with regard to the mailing of the Notice of Settlement of Class Action, and any attempts by the Settlement Administrator to locate Settlement Class Members/PAGA Workers, its receipt of valid requests for exclusion, and its inability to deliver the Notice of Settlement of Class Action to Settlement Class Members/PAGA Workers due to invalid addresses (“Due Diligence Declaration”), to Class Counsel and Defense Counsel for presentation to the Court. Class Counsel shall be responsible for filing the Due Diligence Declaration with the Court.

VI. PLAN OF DISBURSEMENT

104. The distribution of the PAGA Payments to the LWDA and PAGA Workers and Individual Settlement Payments to Settlement Class Members shall occur within sixty (60) days of the Effective Date. The Settlement Administrator shall be deemed to have timely distributed all such payments if it places in the mail Individual Settlement Payments for all Settlement Class Members and the PAGA Payments to the PAGA Workers and the LWDA by this deadline. No person shall have any claim against the Settlement Administrator, Defendant, Class Counsel, Defense Counsel, or any other agent designated by Plaintiff or Defendant based upon the distribution of Individual Settlement Payments and the PAGA Payments made substantially in accordance with this Agreement or further orders of the Court.

105. The Individual Settlement Payment and PAGA Worker Payment to each Settlement Class Member/PAGA Worker may be combined into a single check to that Settlement Class Member/PAGA Worker. The Settlement Class Members are bound by the release of the Released Class Claims in their entirety regardless of whether they receive or cash their Individual Settlement Payment check. The PAGA Workers are bound by the release of the Released PAGA Claims regardless of whether they cash their PAGA Worker Payment check. All checks not cashed within 180 days of payment shall be paid to the California State Unclaimed Property Fund in the name of the absent Settlement Class Members/PAGA Workers. If the Settlement Administrator is unable to distribute a check to a Settlement Class Member/PAGA Worker due to lack of information, the Settlement Administrator shall issue a check in the name of such Class Member/PAGA Worker to the California State Unclaimed Property Fund.

106. The Settlement Administrator's distribution of Class Counsel's Attorneys' Fees and Attorneys' Expenses, the Enhancement Award and the Settlement Administration Expenses from the Gross Settlement Fund shall occur on the same day that that the distribution of the PAGA Payments to the LWDA and PAGA Workers and Individual Settlement Payments to Settlement Class Members is made. Upon such payment, Defendants, the Released Parties, Defense Counsel, and the Settlement Administrator shall have no further liability or responsibility to Plaintiff, Class Counsel or to any vendors or third parties employed by the Plaintiff or Class Counsel.

1 107. Neither Defendant nor Plaintiff nor their counsel shall have any liability concerning
2 the appointment of the Settlement Administrator and any actions taken by it.

3 **VII. RELEASES**

4 108. As of the Effective Date, Plaintiff, and all Settlement Class Members, individually and
5 on behalf of their heirs, estates, trustees, executors, administrators, representatives, agents,
6 successors, and assigns, and anyone claiming through them or acting or purporting to act on their
7 behalf, agree to forever release, discharge, hold harmless, and covenant not to sue each and all of the
8 Released Parties from each and all of Released Class Claims and by operation of the Judgment shall
9 have fully and finally released, relinquished, and discharged all such claims against each and all of
10 the Released Parties; and they further agree that they shall not now or hereafter initiate, maintain, or
11 assert any Released Class Claims against the Released Parties in any other court action or before any
12 administrative body, tribunal, arbitration panel, or other adjudicating body. Without in any way
13 limiting the scope of the Released Class Claims, the Released Class Claims cover, without limitation,
14 any and all claims for attorneys' fees, costs, or disbursements incurred by Class Counsel or any other
15 counsel representing Settlement Class Members, or by Settlement Class Members, or any of them, in
16 connection with or related in any manner to the Action, the Settlement of the Action, the
17 administration of such Settlement, and/or the Released Class Claims, except to the extent otherwise
18 specified in the Agreement.

19 109. As of the Effective Date, Plaintiff, the State of California and all PAGA Workers,
20 individually and on behalf of their heirs, estates, trustees, executors, administrators, representatives,
21 agents, successors, and assigns, and anyone claiming through them or acting or purporting to act on
22 their behalf, agree to forever release, discharge, hold harmless, and covenant not to sue each and all
23 of the Released Parties from each and all of Released PAGA Claims and by operation of the
24 Judgment shall have fully and finally released, relinquished, and discharged all such claims against
25 each and all of the Released Parties; and they further agree that they shall not now or hereafter
26 initiate, maintain, or assert any Released PAGA Claims against the Released Parties in any other
27 court action or before any administrative body, tribunal, arbitration panel, or other adjudicating body.
28 Without in any way limiting the scope of the Released PAGA Claims, the Released PAGA Claims

cover, without limitation, any and all claims for attorneys' fees, costs, or disbursements incurred by Class Counsel or any other counsel representing PAGA Workers, or by PAGA Workers, or any of them, in connection with or related in any manner to the Action, the Settlement of the Action, the administration of such Settlement, and/or the Released PAGA Claims, except to the extent otherwise specified in the Agreement.

110. As of the Effective Date, Plaintiff, the State of California, the PAGA Workers, and the Settlement Class shall be permanently barred and enjoined from initiating, asserting, or prosecuting against the Released Parties in any federal or state court or tribunal any and all Plaintiff's General Released Claims (in the case of Plaintiff), any Settlement Class Members' Released Class Claims (in the case of the Settlement Class Members), and any PAGA Workers' Released PAGA Claims (in the case of the PAGA Workers and the State of California).

111. As of the Effective Date, Plaintiff and all persons purporting to act on Plaintiff's behalf or purporting to assert a claim under or through Plaintiff, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties from any and all claims, known or unknown, asserted and unasserted, that she has or may have had against Defendant or any of the Released Parties from the beginning of time through the date Plaintiff signs this Agreement. Such claims include, but are not limited to the Released Class Claims; the Released PAGA Claims; breaches of contract, whether written, oral or implied; violations of any public policy; tort claims, including but not limited to intentional infliction of emotional distress and negligent infliction of emotional distress, defamation, misrepresentation, and fraud; retaliation claims; common law claims; any other claims for damages, costs, fees, or other expenses, including attorneys' fees; and any violations of the following statutes, laws, and regulations and amendments thereto: Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code; the Americans with Disabilities Act of 1990; the Employment Retirement Income Security Act of 1974; the Occupational Safety and Health Act; the Sarbanes-Oxley Act of 2002; the Family and Medical Leave Act of 1993; the Fair Labor Standards Act; the California Fair Employment and Housing Act – California Government Code § 12900 *et seq.*; the California Family Rights Act – California Government Code § 12945.2 *et*

1 *seq.*; the California Unruh Civil Rights Act – California Civil Code § 51 *et seq.*; the California
 2 Whistleblower Protection Law – California Labor Code § 1102.5; the California Occupational Safety
 3 and Health Act – California Labor Code § 6300 *et seq.*; the California Private Attorneys General Act
 4 – California Labor Code § 2698 *et seq.*; the California Business and Professions, Civil, Government
 5 and Labor Code; and any other federal, state, or local civil employment law, statute, regulation, or
 6 ordinance capable of being released by Plaintiff, excluding any claims that cannot be released as a
 7 matter of law. Plaintiff shall be deemed to have, and by operation of the Effective Date shall have,
 8 expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and
 9 benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or
 10 state law that purports to limit the scope of a general release.

11 112. Plaintiff expressly acknowledges that she is familiar with principles of law such as
 12 Section 1542 of the California Civil Code, which provides:

13 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
 14 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
 15 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
 16 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

17 With respect to the Settlement Class Members' Released Class Claims and PAGA Workers' Released
 18 PAGA Claims, as described in Paragraphs 108 and 109, each Settlement Class Member/PAGA
 19 Worker shall be deemed to have expressly, knowingly, and voluntarily waived and relinquished, to
 20 the fullest extent permitted by law, the provisions, rights, and benefits he or she may otherwise have
 21 had pursuant to Section 1542 of the California Civil Code and all similar federal or state laws, rights,
 22 rules, or legal principles of any other jurisdiction that may be applicable herein. In connection with
 23 the release, the Settlement Class Members/PAGA Workers acknowledge that they are aware that they
 24 may hereafter discover claims presently unknown and unsuspected or facts in addition to or different
 25 from those which they now know or believe to be true with respect to matters released herein.
 26 Nevertheless, the Settlement Class Members/PAGA Workers acknowledge that a portion of the
 27 consideration received herein is for a release with respect to unknown damages and complaints,
 28 whether resulting from known injuries and consequences or from unknown injuries or unknown

1 consequences of known or unknown injuries, and state that it is the intention of the Settlement Class
2 Members/PAGA Workers in agreeing to this release fully, finally, and forever to settle and release all
3 matters and all claims that exist, hereafter may exist, or might have existed (whether or not
4 previously or currently asserted in any action), constituting Settlement Class Members' Released
5 Class Claims and PAGA Workers' Released PAGA Claims.

6 113. Plaintiff further acknowledges, agrees, and understands that: (i) she has read and
7 understands the terms of this Agreement; (ii) she has been advised in writing to consult with an
8 attorney before executing this Agreement; (iii) she has obtained and considered such legal counsel as
9 she deems necessary; and (iv) she has been given twenty-one (21) days to consider whether or not to
10 enter into this Agreement (although she may elect not to use the full 21-day period at her option).

11 114. Plaintiff further acknowledges, agrees, and understands that she is expressly,
12 knowingly, and voluntarily waiving and relinquishing, to the fullest extent permitted by law, all
13 rights or claims arising under the Age Discrimination in Employment Act of 1967. Plaintiff may
14 revoke her acceptance of this Agreement within seven (7) days after the date she signs the
15 Agreement. Any revocation must be in writing and received by counsel for Defendant.

16 115. Subject to Court approval, Plaintiff, all PAGA Workers, and all Settlement Class
17 Members shall be bound by this Settlement Agreement, and all of their claims in this Action shall be
18 resolved by the Judgment and released, even if they never received actual notice of the Action or this
19 Settlement.

20 116. Payment from the Gross Settlement Fund made pursuant to and in the manner set forth
21 herein shall be deemed conclusive of compliance with this Settlement Agreement as to all Settlement
22 Class Members/PAGA Workers.

23 117. The Parties agree for settlement purposes only that, because the Class Members are so
24 numerous, it is impossible or impracticable to have each Class Member execute this Agreement.
25 Accordingly, the Notice of Settlement of Class Action will advise all Class Members of the binding
26 nature of the release of claims and such notice shall have the same force and effect as if the
27 Agreement were executed by each Class Member.

**VIII. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF
SETTLEMENT AGREEMENT**

118. If the Court does not approve the Settlement as set forth in this Settlement Agreement, or does not enter the Final Approval Order and Judgment, or if the Court enters the Judgment and appellate review is sought, and on such review, the entry of Judgment is vacated, modified in any way, or reversed, or if the Final Approval Order does not otherwise become Final, or if the Effective Date does not otherwise occur, then this Settlement Agreement shall be cancelled and terminated and the Parties are released from their obligations under the Agreement, unless all Parties, in their sole discretion within thirty (30) days from the date of such ruling, provide written notice to all other Parties hereto of their intent to proceed with the Settlement under the terms of the Judgment as it may be modified by the Court or any appellate court.

119. Defendant shall have the right to withdraw from the Settlement if leave to file the Amended Complaint is not granted on or before the Preliminary Approval Date or if the Amended Complaint does not become the operative complaint in the Action promptly thereafter. If Defendant chooses, pursuant to its sole and absolute discretion, to exercise this right, it must do so within thirty (30) days of the Preliminary Approval Date, by providing written notice to Class Counsel.

120. Defendant shall also have the right to withdraw from the Settlement if the number of Class Members who attempt to exclude themselves from the Settlement Class equals or exceeds twenty-five (25) Class Members. If Defendant chooses, pursuant to its sole and absolute discretion, to exercise this right, it must do so within twenty (20) days of receipt of the Settlement Administrator's final Opt-Out List as provided in Paragraph 102, by providing written notice to Class Counsel. Such recission shall have the same effect as a termination of the Settlement for failure to satisfy a condition of the settlement. and the Settlement shall become null and void and have no further force or effect.

121. In the event that: (i) the Settlement is not approved, is overturned, or is "materially modified" by the Court or on appeal, (ii) the Judgment does not become Final, (iii) this Settlement Agreement is terminated, cancelled, or fails to become effective for any reason, or (iv) the Effective Date otherwise does not occur, then: (a) the Settlement shall be without force and effect upon the rights of the Parties hereto, and none of its terms shall be effective or enforceable, with the exception

of this Paragraph, which shall remain effective and enforceable; (b) Defendant shall be refunded any amounts paid pursuant to this Agreement; (c) all orders entered in connection with the Settlement, including the certification of the Class and the approval for filing of the Amended Complaint, shall be vacated without prejudice to any Party's position on the issue of class certification, the issue of amending the complaint, the issue of enforcing any arbitration agreement, or any other issue in the Action, and the Parties shall be restored to their litigation positions existing as of January 7, 2025; and (d) the Parties shall proceed in all respects as if the Settlement Agreement and related documentation and orders had not been executed, and without prejudice in any way from the negotiation or fact of the Settlement or the terms of the Settlement Agreement. For the purposes of this paragraph, "material modifications" to the Settlement include but are not limited to any modifications to the definitions of the Class, the Class Members, the Settlement Class, the Settlement Class Members, the PAGA Workers, the Released Class Claims, the Released PAGA Claims, Plaintiff's General Released Claims, the changes to the notice plan and exhibit hereto, and/or any modifications to the terms of the settlement consideration. However, decisions by the Court to (i) award an Enhancement Payment to Plaintiff below the maximum amount set forth in this Settlement, (ii) decline to award an Enhancement Payment to Plaintiff entirely, or (iii) award Class Counsel fees and costs below the requested amounts for the same, shall not be considered "material modifications."

IX. MISCELLANEOUS PROVISIONS

122. Plaintiff and Class Counsel will not make any public disclosure of this Settlement Agreement or the Settlement until after the filing of the motion for preliminary approval of the Class Settlement. Plaintiff and Class Counsel represent that they have not made any such disclosure. Class Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage her to adhere to, the restriction against any public disclosure of the Settlement or this Settlement Agreement until after the Settlement is approved by the Court. Thereafter, Class Counsel and Plaintiff agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website, and/or online reporter of settlements or on any website.

123. The Settlement and this Settlement Agreement shall have no impact on the validity or enforceability of the arbitration agreements entered into by Plaintiff and/or any Class Member or PAGA Worker, and the Settlement shall not prejudice Defendant from seeking to enforce such arbitration agreements.

124. In the event that one or more of the Parties to this Settlement Agreement institutes any legal action, arbitration, or other proceeding against any other party to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful party shall be entitled to recover from the unsuccessful party reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

125. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff and the Class:

Craig McKenzie Nicholas
Shaun Markley
Jake W. Schulte
Nicholas & Tomasevic, LLP
225 Broadway, 19th Floor
San Diego, CA 92101

To Defendant:

Kevin Gaut
Louise Truong
Mitchell Silberberg & Knupp, LLP
2049 Century Park East Street, 18th Floor
Los Angeles, CA 90067

126. All of the Exhibits to this Agreement are an integral part of the Settlement and are incorporated by reference as though fully set forth herein.

127. The Parties agree that the recitals are contractual in nature and form a material part of this Settlement Agreement. The Parties further agree, covenant, and represent that each and every provision of this Agreement shall be considered severable, except for the release provisions of Paragraphs 108 through 116 of this Agreement. If a court of competent jurisdiction finds the release

1 provisions of Paragraphs 108 through 116 of this Agreement to be unenforceable or invalid as against
2 a Settlement Class Member/PAGA Worker to the extent applicable, then this Agreement shall
3 become voidable and the payments made pursuant to this Agreement to that Settlement Class
4 Member/PAGA Worker shall be returned to Defendant by that Settlement Class Member/PAGA
5 Worker as to whom the applicable release provisions have been found unenforceable or invalid. If a
6 court of competent jurisdiction finds any provision, other than the release provisions of Paragraphs
7 108 through 116, or part thereof to be invalid or unenforceable for any reason, that provision, or part
8 thereof, shall be severed from the Agreement, and all of the remaining provisions of this Agreement
9 shall remain in full force and effect.

10 128. This Settlement Agreement, including its accompanying Exhibits, set forth the entire
11 understanding of the Parties and supersede all prior negotiations and agreements. No change,
12 modification or termination of this Settlement Agreement shall be effective unless in writing and
13 signed by Class Counsel and Defense Counsel. No extrinsic evidence or parol evidence shall be used
14 to interpret this Agreement. No representations warranties or inducements have been made with
15 respect to this Agreement not expressly set forth herein.

16 129. Plaintiff and Class Counsel represent, covenant, and warrant that they have not
17 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber
18 to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights
19 herein released and discharged, except as set forth herein.

20 130. Unless otherwise noted, all references to “days” in this Agreement shall be to calendar
21 days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal
22 holiday, such date or deadline shall be on the first business day thereafter.

23 131. The Parties reserve the right, subject to the Court’s approval, to make any reasonable
24 extensions of time that might be necessary to carry out any of the provisions of this Agreement. Such
25 extensions must be in writing to be enforceable.

26 132. The Released Parties shall have the right to file the Settlement Agreement, the Final
27 Approval Order, and the Judgment, and any other documents or evidence relating to the Settlement in
28 any action that may be brought against them in order to support a defense or counterclaim based on

principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

133. The Parties to the Settlement Agreement agree that the Settlement Amount and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, resulted from an arm's-length mediation session before Scott Markus, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

134. Plaintiff and Class Counsel have concluded that the Settlement set forth herein constitutes a fair, reasonable, and adequate resolution of the claims that Plaintiff asserted against Defendant, including the claims on behalf of the Class and PAGA Workers, and that it promotes the best interests of the Class and PAGA Workers.

135. To the extent permitted by law, all agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement Agreement.

136. The Parties agree that Plaintiff and Class Counsel are not required to return any documents produced by Defendant until the final resolution of the Action. Within sixty (60) days following the Effective Date, Class Counsel shall return to Defense Counsel all documents produced in the Action, or confirm in writing that all such documents have been destroyed.

137. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

138. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. This Settlement Agreement may be signed with a facsimile or electronic signature and in counterparts, each of which shall constitute a duplicate original. The date of execution shall be the latest date on which any Party signs this Settlement Agreement.

139. The Parties hereto and their respective counsel agree that they will use their best efforts to obtain all necessary approvals of the Court required by this Settlement Agreement.

1 140. This Settlement Agreement shall be binding upon and shall inure to the benefit of the
2 successors and assigns of the Parties hereto, any and all Released Parties and any corporation,
3 partnership, or other entity into or with which any Party hereto may merge, consolidate, or
4 reorganize, each of which is entitled to enforce this Settlement Agreement.

5 141. This Settlement Agreement has been negotiated among and drafted by Class Counsel
6 and Defense Counsel. Plaintiff, Class Members, PAGA Workers, and Defendant shall not be deemed
7 to be the drafters of this Settlement Agreement or of any particular provision, nor shall they argue
8 that any particular provision should be construed against its drafter or otherwise resort to the *contra*
9 *proferentem* canon of construction. Accordingly, this Settlement Agreement should not be construed
10 in favor of or against one Party as to the drafter, and the Parties agree that the provisions of California
11 Civil Code section 1654 and common law principles of construing ambiguities against the drafter
12 shall have no application.

13 142. Except where this Settlement Agreement itself provides otherwise, all terms,
14 conditions, and Exhibits are material and necessary to this Settlement Agreement and have been
15 relied upon by the Parties in entering into this Settlement Agreement.

16 143. This Settlement Agreement shall be governed by and construed in accordance with the
17 laws of the State of California, without regard to choice of law principles. Any disputes falling within
18 the scope of arbitration agreements are subject to arbitration.

19 144. The Court shall retain continuing and exclusive jurisdiction over the Parties to this
20 Settlement Agreement for the purpose of the administration and enforcement of this Settlement
21 Agreement.

22 145. The headings used in this Settlement Agreement are inserted merely for the
23 convenience of the reader, and shall not affect the meaning or interpretation of this Settlement
24 Agreement.

25 146. In construing this Settlement Agreement, the use of the singular includes the plural
26 (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

27 147. All of the Parties warrant and represent that they are agreeing to the terms of this
28 Settlement Agreement based upon the legal advice of their respective attorneys, that they have been

afforded the opportunity to discuss the contents of this Settlement Agreement with their attorneys and that the terms and conditions of this document are fully understood and voluntarily accepted.

148. Signatory counsel warrant that they are fully authorized to execute this Agreement on behalf of their respective co-counsel listed below. Each counsel signing this Settlement Agreement on behalf of his/her clients who are unable to sign the Agreement on the date that it is executed by other Parties represents that such counsel is fully authorized to sign this Settlement Agreement on behalf of his/her clients.

IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and intending to be legally bound hereby, have duly executed this Settlement Agreement as of the date set forth below.

Dated: _____, 2025

Plaintiff
Alice Wilburg

Dated: 05/22, 2025

Matthew Lyons
Defendant
iVueit, LLC

APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2025

NICHOLAS & TOMASEVIC, LLP

By: _____

Craig M. Nicholas
Shaun Markley
Jake W. Schulte

Attorneys for Plaintiff, Class, and PAGA Workers

Dated: May 22, 2025

MITCHELL SILBERBERG & KNUPP LLP

By: _____

Kevin E. Gaut
Kevin E. Gaut
Louise Truong

Attorneys for Defendant iVueit, LLC

4923-4867-4342.1 / 127507.1001

afforded the opportunity to discuss the contents of this Settlement Agreement with their attorneys and that the terms and conditions of this document are fully understood and voluntarily accepted.

148. Signatory counsel warrant that they are fully authorized to execute this Agreement on behalf of their respective co-counsel listed below. Each counsel signing this Settlement Agreement on behalf of his/her clients who are unable to sign the Agreement on the date that it is executed by other Parties represents that such counsel is fully authorized to sign this Settlement Agreement on behalf of his/her clients.

IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and intending to be legally bound hereby, have duly executed this Settlement Agreement as of the date set forth below.

Dated: 05/21/25, 2025


Alice Wilburg (May 21, 2025 21:45 PDT)
 Plaintiff
 Alice Wilburg

Dated: _____, 2025

 Defendant
 iVueit, LLC

APPROVED AS TO FORM AND CONTENT:

Dated: 05/22, 2025

NICHOLAS & TOMASEVIC, LLP

By:


 Craig M. Nicholas
 Shaun Markley
 Jake W. Schulte

Attorneys for Plaintiff, Class, and PAGA Workers

Dated: _____, 2025

MITCHELL SILBERBERG & KNUPP LLP

By:

 Kevin E. Gaut
 Louise Truong

Attorneys for Defendant iVueit, LLC

4923-4867-4342.1 / 127507.1001

EXHIBIT A
Amended Complaint

NICHOLAS & TOMASEVIC, LLP

Craig M. Nicholas (SBN 178444)

Shaun Markley (SBN 291785)

Jake W. Schulte (SBN 293777)

225 Broadway, 19th Floor

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Tel: (619) 325-0492

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Email: cnicholas@nicholaslaw.org

Email: smarkley@nicholaslaw.org

Email: jschulte@nicholaslaw.org

Attorneys for Plaintiff ALICE WILBURG,
individually and on behalf of all others similarly situated

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

ALICE WILBURG, an individual, on behalf
of herself and all others similarly situated,

Plaintiff,

vs.

IVUEIT, LLC, an Ohio limited liability
company; and DOES 1 through 20, inclusive,

Defendants.

Case No. 3:24-cv-02642-AMO

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- (1) **FAILURE TO REIMBURSE EXPENSES**
[LAB. CODE, § 2802];
- (2) **FAILURE TO PROVIDE ACCURATE
WAGE STATEMENTS** [LAB. CODE, §
226];
- (3) **FAILURE TO COMPENSATE FOR
ALL HOURS WORKED / NON-
PRODUCTIVE TIME** [LAB. CODE, §§
226.2, 1194, 1197, 1197.1];
- (4) **FAILURE TO PAY OVERTIME** [LAB.
CODE, § 510];
- (5) **FAILURE TO PROVIDE MEAL
PERIODS** [LAB. CODE, § 226.7];
- (6) **FAILURE TO PROVIDE REST
BREAKS** [LAB. CODE, § 226.7];
- (7) **FAILURE TO PAY WAGES WHEN
DUE** [LAB. CODE, §§ 201-204];
- (8) **FAILURE TO MAINTAIN
EMPLOYMENT RECORDS** [LAB.
CODE § __];
- (9) **UNFAIR BUSINESS PRACTICES**
[BUS. & PROF. CODE, § 17200 ET
SEQ.].

**FIRST AMENDED REPRESENTATIVE
ACTION FOR:**

**(10) CIVIL PENALTIES UNDER LABOR
CODE'S PRIVATE ATTORNEY
GENERAL ACT ("PAGA") [LAB,
CODE § 2698 ET SEQ.].**

DEMAND FOR JURY TRIAL

ALICE WILBURG ("Plaintiff"), on behalf of herself and all others similarly situated, brings this Class and Representative Action against Defendant IVUEIT, LLC, an Ohio limited liability company ("iVueit" or "Defendant"), and DOES 1 through 20, inclusive, and alleges on information and belief as follows:

INTRODUCTION

1. Defendant iVueit is a nationwide property inspection company that audits, inspects, and provides visual verification of property status for third-party clients. It offers clients real-time monitoring and inspections of their property at an affordable cost. It does so through a mobile application that permits its clients to submit customizable requests for property inspections. It offers its customers instant, real-time information, geo-coded and time stamped photos, progress tracking, customizable surveys, escalation features, and much more.

2. Defendant engages workers it calls "Vuers" to perform the actual property inspection and related reporting requirements like photography and surveys. Each unique project is called a "Vue." Vuers get paid for collecting photos and completing survey data in their local areas for completing Vues. The process to obtain work is simply: (1) download the iVueit application; (2) check the map for open Vues in the Vuer's geographical area; (3) claim a Vue; (4) do the assigned work (e.g., taking photos and completing surveys) within the designated time parameters before the Vue expires; and (5) submit the Vue to iVueit for review and get paid. All the Vuer needs is transportation and a data-enabled mobile device.

3. Vuers are a core and fundamental component of Defendant's property inspection company that must operate under the controls in place to satisfy iVueit's customer base. Yet, Defendant claims they are not employees and instead "independent contractors."

4. By refusing to recognize its Vuers as employees, Defendant cheats these individuals out of protections provided by California labor laws such as minimum wages, overtime pay, and reimbursement of business expenses. Defendant's misclassification of its workers (i.e., Vuers) also robs the State of important employee tax revenue and gives Defendant an undue advantage over law-abiding competitors who bear the necessary expenses associated with employing similar workers.

5. This Class and Representative Action seeks recovery on behalf of Plaintiff and other similarly situated Vuers in California for violations of California's Labor Code and the applicable Industrial Welfare Commission Wage Orders ("Wage Orders") along with violations of California's Unfair Competition Law predicated upon violations of California's Labor Code and applicable Wage Orders.

JURISDICTION & VENUE

6. iVueit removed this action from the Superior Court of State of California for the County of Alameda to the United States District court for the Northern District of California, pursuant to 28 U.S.C. Sections 1332, 1441, 1446, and 1453. It did so on the grounds that, when the initial Complaint was filed and presently, this Court has original jurisdiction under the Class Action Fairness Act ("CAFA").

PARTIES

7. Mrs. Wilburg is and at all relevant times was a resident of California. She formerly worked as a Vuer for Defendant and was classified as an independent contractor.

8. iVueit, LLC is an Ohio limited liability company with a principal business address at 950 Goodale Blvd., Suite 200, Columbus, OH 43212.

9. Plaintiff does not know the true names and/or capacities, whether individual, partners, or corporate, of Defendants sued herein as DOES 1 through 20, inclusive, and for that reason sues said Defendants under fictitious names. Plaintiff will seek leave to amend this Complaint when the true names and capacities of these Defendants have been ascertained. Plaintiff is informed and believes and thereon alleges that these Defendants are responsible in whole or in part for Plaintiff's alleged damages.

10. At all times mentioned, Defendants were the agents, alter egos, servants, joint venturers, joint employers, or employees for each other. Defendants acted with the consent of the other Co-Defendants and acted within the course, purpose, and scope of their agency, service, or employment. All conduct was ratified by Defendants, and each of them.

GENERAL ALLEGATIONS

A. iVueit's Business Model

11. iVueit was founded in 2020 and operates a nationwide property inspection company. iVueit serves multiple industries including facilities management, residential, municipalities, insurance, and retail. Clients from these industries benefit from iVueit's services because they oftentimes struggle to manage information on their multi-site and dispersed portfolios. Instead of tying up their own resources, and at a fraction of the cost, iVueit offers these institutional clients "boots on the ground" by connecting them with iVueit's on-demand network of Vuers that retrieve and consolidate photo and survey data within 24 hours for a small fee (anywhere from \$5-\$100). See <https://www.ivueit.com>.

12. To fulfill promises it makes to its customers, iVueit engages "Vuers" to perform the actual property inspection and related reporting requirements like photos and surveys of the property which are called "Vues." Defendant tells Vuers that they can get paid for collecting photos and completing survey data in their local areas. It offers Vuers training and tutorials to teach them how to complete the required work.

13. The process for Vuers to obtain work involves: (1) downloading the iVueit application on a smart phone; (2) checking the map for open Vues in the Vuer's geographical area; (3) claiming a Vue; (4) doing the assigned work (e.g., taking photos and completing surveys) within the designated time parameters before the Vue expires; and (5) submitting the Vue for review by iVueit and getting paid the assigned fee. All the Vuer needs is reliable transportation and a data-enabled smart phone with the iVueit application. Most – if not all – Vuers utilize their own motor vehicles and personal cell phones to complete Vues.

14. Once the iVueit application is downloaded, Defendant notifies Vuers when a Vue is available and nearby. From there, the Vuer reviews the instructions and claims the Vue by clicking

on the appropriate prompt. The Vuer must commit to completing the scope of the work within the designated time parameters, and for a non-negotiable price, before the Vue expires. Once a Vue is accepted, during the window to complete the Vue, Defendant requires Vuers to remain on-call and available. Per its terms and conditions:

Accessibility of the VUER. During any period in which you have active but uncompleted assignments, you must be readily accessible to IVUEIT by voice or text message via the IVUEIT App at least between 8 a.m. and 9 p.m. in your time zone, and at all times while actively performing an assignment for IVUEIT. You agree to respond to all communications from IVUEIT in a timely and expeditious manner. Nothing in this provision prohibits you from completing work for any other business entity during these periods of time, IVUEIT only seeks clear lines of communication with you during the pendency of the assignment. See https://www.ivueit.com/terms_and_conditions/.

15. Once committed, the Vuer goes to the assigned property address and, using the Vuer-facing mobile application, takes the specific photos requested, completes the assigned survey, and submits the Vue. From there, an iVueit employee reviews the work product and can follow-up with the Vuer as needed, and thereafter relays the information and data to the client.

16. Vuers are paid per-Vue and only upon satisfactory completion in the eyes of iVueit. Vuers earn anywhere from \$5-\$100 per successfully completed Vue. This is “piece rate” pay. See Labor Code, § 226.2.

17. Vuers receive a non-negotiable, per-job (i.e., per-Vue), piece-rate-pay for their labor. In this way, Vuers earnings are not modified where a job takes longer than planned due to circumstances out of their control, such as bad road or weather conditions, construction, accidents, or obstacles encountered during the on-site property inspection. Vuers also receive no pay for non-productive time such as the time spent traveling to a Vue, time spent waiting for access to the on-site location for purposes of completing the assigned property inspection, and other time in which the Vuers are not actively traveling to and from Vues.

18. Needing to satisfy its customers and provide the services they want; Defendant retains and exercises a great deal of control over its Vuers. iVueit retains strict control over its operations through its terms and conditions as well as its published policies on its website and application, what it collectively calls its “Policies.” The Policies are subject to iVueit’s complete control as it can

1 modify or change them at any time with binding effect on its workers. Under the Policies, among
2 other things, Vuers must complete the work under the assigned specifications including iVueit's
3 timeline for the work. If the Vuer does not complete a Vue in time or up to iVueit or its customer's
4 standards, it will not pay for the work and instead reassign the Vue to another Vuer. Defendant
5 retains sole discretion regarding whether payment is due after work is complete.

6 19. Only Defendant has contact with the customers. Vuers are forbidden to speak with
7 them. iVueit handles all customer service issues in its sole discretion and has complete control to
8 make decisions regarding any disputes between Vuers and third-party customers. All work and
9 submissions must flow through the iVueit application to iVueit who reviews, monitors, and quality
10 controls the Vuers' work product before submitting the requested information and data to the client.

11 20. Defendant also advises Vuers that they have no expectation of privacy because of its
12 network monitoring technology. iVueit reserves the right to monitor, intercept, and review any
13 activity in the application in addition to any social media use by the Vuer.

14 21. Still further, Defendant requires Vuers to obtain and use data-enabled smart phones
15 and applications that support its application at the Vuers' cost. When performing work for iVueit,
16 certain data like geo-location and time stamps must be shared via the application. Defendant tracks
17 this and other performance indicators which it uses to rank Vuers. Rankings impact Vuer standing
18 with iVueit and its customers.

19 22. Vuer vehicles are also tightly regulated. iVueit requires valid insurance and
20 licensure. It forbids any carrying of weapons in the Vuers' vehicles. There is also a "dress code"
21 that Vuers must follow. They must present to a property inspection in a "professional manner"
22 including mandates such as no piercings beyond standard earrings, no backwards hats or du-rags, no
23 offensive verbiage on clothing, no rips or tears in clothing, no short or skimpy bottoms, no sagging
24 pants, no excess revealing of skin, no tank tops, and appropriate foot war.

25 23. A Vuer can only make one account under his/her name. Vuers cannot share accounts
26 or have others perform work (via assignment) from their registered account in their personal name.
27 Failure to comply with iVueit's Policies can result in termination and discontinued use of the Vuer
28 application.

B. iVueit Misclassifies Vuers

24. Despite the integral role of Vuers and the control retained and exercised over them, iVueit denies any employment relationship with its workers like Plaintiff. This is willful misclassification under California law. *See* Labor Code, § 226.8.

25. Integral to Defendant's property inspection business, iVueit utilizes the labor of Vuers, like Plaintiff and the Class she seeks to represent, to carry out property inspection services for Defendant's third-party customers. Defendant labels Vuers as "independent contractors." However, these Vuers perform perhaps the most central part of Defendant's property inspection business: the instant, real-time information, geo-coded and time stamped photos, progress tracking, and customizable surveys for Defendant's customers. The work of Vuers is necessary to Defendant's property inspection business. In short, property inspection workers (i.e., Vuers) are an essential and fundamental component of Defendant's business model.

26. By refusing to recognize its gig workers as employees, Defendant cheats these individuals out of protections provided by California law such as by failing to pay all hours and all compensation due, including, by failing to pay all minimum, regular, and overtime wages, non-productive and waiting time pay, on-call pay, rest break compensation, meal and rest break premiums, and reporting time pay, and by failing to reimburse business expenses.

27. As to minimum wages, once a Vuer accepts work, they are on call from 8 a.m. to 9 p.m. local time until they complete the Vue, even during hours when they are not directly engaged in carrying out the Vue. California requires payment at the minimum wage for such on-call, non-productive time when the worker is subject to the control of the employer.

28. Piece-rate workers, like Vuers, must also be paid separately for the time they are able to take a rest break. iVueit does not pay separately for any break time resulting in owed rest break premium pay for every shift during which the worker qualifies for rest breaks under California law.

29. As to overtime pay, iVueit pays none despite many of the hours worked by Vuers, whether on call or actively engaged in a Vue, exceeding 8 hours in a day or 40 in a week.

30. There are also instances where Vuers perform work or present for work but are not actually put to work if a Vue is given to another Vuer or if the Vue is canceled, etc. In such a case,

the worker should receive minimum wage for the time spent on the Vue in addition to any reporting time pay that may be due for a short shift.

C. iVueit's Failure to Reimburse

31. By policy and practice, iVueit does not reimburse Vuers for necessary business expenses. A data-enabled smart phone and a properly insured vehicle are required for work. But the Vuers are expected to pay all costs incurred in performing Vues including, but not limited to, cell phone expenses, data and voice plans, mileage, registration, insurance, and routine inspection/maintenance.

D. iVueit's Failure to Comply with Other California Wage and Hour Laws

32. As explained herein, as a result of its unlawful misclassification, Defendant fails to provide Vuers overtime pay, fails to make meal and rest breaks available to Vuers, fails to pay Vuers separately for rest periods, even if taken, fails to pay wages when due, and fails to provide Vuers complaint wage statements in violation of California law.

33. Defendant also requires workers to agree to terms in writing known to be prohibited by law, including the agreement between Plaintiff and other aggrieved employees and Defendant that allows failure to reimburse Plaintiff and other aggrieved employees for business expenses reasonably incurred. Defendant also requires workers to work longer than the maximum hours and violative of standard conditions of labor fixed by the Industrial Welfare Commission.

34. Defendant's violations detailed in this Class and Representative Complaint implicate, among others, California Labor Code sections, including, but not limited to, the following: 200 *et seq.*, 201-203, 204, 210, 216, 218.5, 218.6, 221, 223, 224, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 400 *et seq.*, 402, 404, 405, 408, 432.5, 450, 510, 512, 558, 1174, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2775, 2800, 2802, and 2804, California Business & Profession Code section 17200 *et seq.*, California Code of Regulations section 11040 *et seq.*, and applicable Industrial Welfare Commission Wage Orders.

CLASS ALLEGATIONS

35. Pursuant to Code of Civil Procedure, section 382, Plaintiff brings this lawsuit as a class action on behalf of herself and all other similarly situated members of the Class, defined below.

1 This action satisfies the ascertainability, numerosity, commonality, typicality, adequacy,
2 predominance, and superiority requirements of class actions.

3 36. **Class Period.** The Class Period shall be defined as: four years preceding the date that
4 the first Complaint in this action is filed, until the full resolution of this action, plus any time that
5 may be attributed to equitable or other forms of tolling.

6 37. Plaintiff seeks to represent the following Class of persons:

7 **Class:** All individuals paid for property inspection, site photograph services
8 work, and/or other Vue-related work in California at any time during the Class
9 Period that was sourced through the Ivueit App..

10 38. The Class does not include Defendant, its officers, and/or its directors; the Judge to
11 whom this case is assigned; or the Judge's immediate family or staff.

12 39. Plaintiff reserves the right to amend the above Class and to add additional classes and
13 sub-classes as appropriate based on discovery, and the specific theories of liability, among other
14 reasons.

15 40. **Numerosity.** The potential members of the Class as defined are so numerous that
16 joinder of all the members is impracticable. While the precise number of the members of the Class
17 has not been determined, Plaintiff is informed and believes that there are hundreds to thousands of
18 individuals meeting the Class definition. Defendant has access to data sufficient to identify the
19 members of the Class.

20 41. **Adequacy of Representation.** The named Plaintiff is fully prepared to take all
21 necessary steps to fairly and adequately represent the interests of the Class as defined above.
22 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the Class and
23 Plaintiff. Plaintiff's attorneys are highly experienced in employment Class action litigation. Plaintiff
24 intends to prosecute this action vigorously.

25 42. **Common Questions of Law and Fact.** There are predominant common questions
26 and answers of law and fact and a community of interest amongst Plaintiff and the claims of the
27 Class as follows:

28 a. Whether Defendant misclassified Vuers as "independent contractors" instead

of employees (e.g., whether iVueit can meet its burden to meet each Prong of California's ABC test and/or its *Borello* test for employment status);

- b. Whether Defendant failed to reimburse Vuers for reasonable business expenses;
- c. Whether Defendant properly provided meal and rest breaks to Vuers;
- d. Whether Defendant failed to pay Vuers for all hours worked, including non-productive time;
- e. Whether Defendant failed to provide wage statements or accurate wage statements to Vuers.
- f. Whether Defendant compensated Vuers separately for rest breaks;
- g. Whether Defendant failed to properly pay Vuers overtime;
- h. Whether Defendant failed to pay wages when due;
- i. Whether Defendants failed to maintain required employee and payroll records for Vuers; and
- j. Whether Defendant engaged in an unlawful, unfair, and/or fraudulent business practice or act in violation of Business and Professions Code, section 17200 *et seq.* as it relates to Vuers.

43. **Typicality.** Plaintiff's claims are typical of the claims of all members of the Class because Defendant applied and continues to apply its illegal classification and pay practices to all Vuers.

44. **Superiority of a Class Action.** A Class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all members of the Class is not practicable, and questions of law and fact common to the Class predominate over questions affecting only individual Class Members. Each Class Member has been damaged and is entitled to recovery due to Defendant's conduct described in this Complaint. A Class action will allow those similarly situated to litigate their claims in the most efficient and economical manner for the parties and the judiciary. Plaintiff is unaware of any difficulties likely to be encountered in this action that would preclude its maintenance as a Class action.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**Failure to Reimburse Expenses—
Lab. Code, § 2802 and applicable IWC Wage Orders**

45. Plaintiff incorporates by reference every allegation contained above.

46. Plaintiff brings this cause of action on behalf of herself and the Class.

47. The Class necessarily incurs many types of business expenses that Defendant does not reimburse. These expenses include cell phone and related data and voice plan expenses which are required to perform work. Defendant also requires Vuers to carry valid licensure and insurance for their motor vehicle but does not reimburse Vuers for their vehicle related expenses such as mileage, insurance, registration, and routine inspection/maintenance.

48. As alleged above, Plaintiff and the Class incurred business expenses while performing necessary work for Defendant. They were never reimbursed because they were uniformly misclassified as independent contractors.

49. The California Labor Code, section 2802, and applicable California Wage Orders require that employers reimburse employees for business expenses reasonably incurred. Defendant failed to do so.

50. Plaintiff and the Class have been damaged by Defendant's failures in this respect in an amount to be proven at trial.

51. Plaintiff and the Class are entitled to recover their damages, penalties, interest, costs, and attorneys' fees based on Defendant's violations.

SECOND CAUSE OF ACTION

**Failure to Provide Accurate Wage Statements—
Lab. Code, § 226 and applicable Wage Orders**

52. Plaintiff incorporates by reference every allegation contained above.

53. Plaintiff brings this cause of action on behalf of herself and the Class.

54. The purpose of Labor Code section 226 is to ensure that employees can determine whether they are being paid their wages in accordance with California law. Under Section 226(h), "[a]n employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorney's fees."

55. Defendant violated the above statute by, among other things, failing to provide accurate gross and net wages earned and hours worked on a paystub to Vuers.

56. Defendant's violations of section 226 and applicable Wage Orders are ongoing and will continue until and unless this Court enters an injunction barring such violations. Therefore, Plaintiff seeks damages and injunctive relief pursuant to Labor Code, section 226, subsections (e) and (g), along with penalties for past violations, including attorneys' fees and costs incurred.

THIRD CAUSE OF ACTION

Failure to Compensate for All Hours Worked / Non-Productive Time— Lab. Code, §§ 226.2, 1194, 1197, 1197.1 and applicable Wage Orders

57. Plaintiff incorporates by reference every allegation contained above.

58. Plaintiff brings this cause of action on behalf of herself and the Class.

59. Because Vuers receive flat-rate compensation for each successfully completed Vue, they are "piece rate" employees. Piece rate compensation is work paid for according to the number of units turned out. It must be based upon an ascertainable figure paid for completing a task. *See* DLSE Manuel, § 2.5.1. Time during which an employee is at work but not engaged in completing a piece rate task is called non-productive time. During non-productive time, piece rate earnings are "reduced because they [i.e., piece rate earnings] are precluded", thus "the employee must be paid at least the minimum wage (or contract hourly rate if one exists) for the [non-productive] time." *See id.*, § 47.1.

60. Pursuant to California Labor Code §§ 1194, 1197, 1197.1, 226.2, as well as applicable Wage Orders, Defendant must compensate Plaintiff and the Class for *all* hours worked, including all non-productive time and mandated rest periods. This is a separate obligation from paying piece rate compensation. California defines hours worked as the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work. Such time includes when an employee is "on call" and is not relieved of all duties and instead subject to requirements to timely respond or report to the employer.

61. Defendant does not separately compensate Plaintiff and the Class for each hour

worked, including but not limited to for all non-productive time and mandated rest periods. The uncompensated non-productive time here includes, but is not limited to, hours where Vuers are “on call.” Per iVueit’s policies:

During any period in which you have active but uncompleted assignments, you must be readily accessible to IVUEIT by voice or text message via the IVUEIT App at least between 8 a.m. and 9 p.m. in your time zone, and at all times while actively performing an assignment for IVUEIT. You agree to respond to all communications from IVUEIT in a timely and expeditious manner. Nothing in this provision prohibits you from completing work for any other business entity during these periods of time, IVUEIT only seeks clear lines of communication with you during the pendency of an assignment.

During these shifts when Vuers are not relieved of all duties and instead remain on call, iVueit fails to pay for non-productive time.

62. Defendant’s uncompensated on-call procedures robbed Plaintiff and the Class of hours worked in violation of California law.

63. Defendants use of flat-rate pay also fails to compensate Vuers for overtime and minimum wage and other wage obligations when the time spent actually engaged in Vue activities, when compensated by required minimum wage or other appropriate wage rates, exceeds the amounts paid for Vues or when Defendants do not pay at all for Vue-related work where the Vue is not completed or not completed to Defendant’s satisfaction.

64. As a proximate result of Defendant’s unlawful conduct, Plaintiff and the Class sustained damages and are entitled to recover unpaid minimum, regular, and overtime wages, non-productive time pay, reporting time pay, waiting time pay, on-call pay, liquidated damages, applicable penalties, attorneys’ fees, and costs.

FOURTH CAUSE OF ACTION

Failure to Provide Overtime—

Lab. Code, § 510 and applicable Wage Orders

65. Plaintiff incorporates by reference every allegation contained above.

66. Plaintiff brings this cause of action on behalf of herself and the Class.

67. Labor Code, section 510, and applicable Wage Orders require overtime pay of at least 1.5 times an employee’s regular rate of pay for all hours worked over 8 in a day or 40 in a week.

68. Vuers, including Plaintiff, can and do work over 8 hours per day and over 40 hours

per week in line with Defendant's expectations and standards as necessary to complete the work assigned to them. Despite this, they receive no overtime pay in violation of California law.

69. Defendant is liable to Plaintiff and the Class for unpaid overtime, interest, reasonable attorneys' fees and costs, and any related statutory penalties.

FIFTH CAUSE OF ACTION
Failure to Provide Meal Periods—
Lab. Code §§ 226.7 and 512 and applicable Wage Orders

70. Plaintiff incorporates by reference every allegation contained above.

71. Plaintiff brings this cause of action on behalf of herself and the Class.

72. Under Labor Code, sections 226.7 and 512, as well as applicable IWC Wage Orders, employers must provide a 30-minute uninterrupted, off-duty meal period for each work shift of more than 5 hours. Depending on hours worked, a second meal period may be owed as well. Where an adequate meal period is not provided, employees are entitled to one hour's compensation at their regular rate of pay.

73. Defendant has no meal or rest policies and they do not record when breaks start or stop. Nor does Defendant provide for uninterrupted meal periods for Vuers or make any effort to relieve them of all duties.

74. Despite their records reflecting that Vuers routinely do not take breaks, Defendant does not pay premium wages in lieu of these breaks as required by law. And Vuers have not otherwise waived their entitlement to meal breaks.

75. As a proximate result of Defendant's unlawful conduct, Plaintiff and the Class sustained damages and are entitled to recover unpaid wages, liquidated damages, interest, applicable penalties, attorneys' fees, and costs.

SIXTH CAUSE OF ACTION
Failure to Provide Rest Breaks—
Lab. Code, § 226.7 and applicable Wage Orders

76. Plaintiff incorporates by reference every allegation contained above.

77. Plaintiff brings this cause of action on behalf of herself and the Class.

78. Pursuant to Labor Code, section 226.7 and 226.2, as well as applicable IWC Wage

1 Orders, employers must provide a 10-minute uninterrupted, off-duty rest break for each work shift
 2 of 3.5 hours or more. During these periods, an employer must relieve the employee of all duties and
 3 relinquish all control over how an employee spends their time. Such rest breaks are to be paid
 4 separately from the piece rate pay Vuers receive. Where a rest break is not provided, employees are
 5 entitled to one hour's compensation at their regular rate of pay.

6 79. Defendant failed to provide for rest breaks or separately pay Vuers for rest breaks
 7 even if taken.

8 80. As a proximate result of Defendant's unlawful conduct, Plaintiff and the Class
 9 sustained damages and are entitled to recover unpaid wages, liquidated damages, interest, applicable
 10 penalties, attorneys' fees, and costs.

11 **SEVENTH CAUSE OF ACTION**
 12 **Failure to Pay Wages When Due—**
Lab. Code, §§ 201-204 and applicable Wage Orders

13 81. Plaintiff incorporates by reference every allegation contained above.

14
 15 82. Plaintiff brings this cause of action on behalf of herself and all members of the Class
 16 who are no longer working for Defendant.

17 83. Defendant failed to pay all wages due, including the above-mentioned missing wages
 18 that went unreimbursed and wages illegally deducted from earnings, upon separation of employment
 19 as required by Labor Code sections 201 through 203. As such, Plaintiff and other former Vuers in
 20 the Class are owed penalties in amount up to 30 days wages.

21 84. Defendants are also required to pay wages during employment within time periods set by
 22 Labor Code section 204 and other laws and Wage Orders. Defendants failed to pay wages due to
 23 Vuers while employed within the required time periods

24 84. Defendant's actions in this respect were willful within the meaning of Labor Code,
 25 section 203, entitling Plaintiff and the Class Members to recover waiting time penalties. Defendant
 26 failed to pay the above wages pursuant to its standard policies and procedures not to provide
 27 employment protections to Vuers. Defendant knows or should know Vuers are misclassified as
 28 independent contractors. Defendant is represented by sophisticated in-house and outside counsel

with a deep understanding of California law who surely understand Defendant cannot meet its burden to prove Vuers are independent contractors.

85. Plaintiff and the Class Members are entitled to recover waiting time penalties and unpaid wages, as well as interest, applicable penalties, attorneys' fees, and costs.

EIGHTH CAUSE OF ACTION

Failure to Keep Proper Employment Records and Payroll Records—

Lab. Code, § 1174 and applicable Wage Orders

86. Plaintiff incorporates by reference every allegation contained above.

87. Defendants failed to record and maintain proper employment records and payroll records, including but not limited to time sheets, for Vuers in violation of Labor Code section 1174 and other applicable statutory and Wage Order provisions.

88. Plaintiff and Class Members are entitled as a result to penalties, attorneys' fees, costs and other relief.

NINTH CAUSE OF ACTION

Unfair Business Practices— Bus. & Prof. Code, § 17200 et seq.

89. Plaintiff incorporates by reference every allegation contained above.

90. Defendant knowingly and willfully engaged in the unlawful practices described herein, which include but are not limited to:

- a. Intentionally misclassifying its employee Vuers as "independent contractors;"
- b. Imposing unreimbursed business expenses on misclassified employees;
- c. Failing to pay overtime to Vuer employees;
- d. Failing to pay Vuers for each hour worked, including but not limited to minimum and regular wages and failing to pay non-productive time pay, waiting time pay, on-call pay, reporting time pay, paid rest break and other wages;
- e. Failing to provide adequate meal and rest breaks to Vuers or to pay for non-

compliant meal and rest breaks;

f. Failing to pay wages when due during employment and at end of employment;

g. Failing to provide accurate pay statements to Vuers;

h. Unlawful deductions;

i. Requiring workers to agree to terms in writing known to be prohibited by law;

j. Requiring workers to work longer than the maximum hours and violative of standard conditions of labor fixed by the Industrial Welfare Commission; and

k. Failing to maintain required employee and payroll records.

91. Defendant intended to, and did, profit from these illegal acts.

92. As a direct and proximate result of the above, Plaintiff and the Class Members have lost money or property, thereby entitling these individuals to restitution.

93. Pursuant to the Business and Professions Code, Plaintiff and the Class Members are entitled to restitution of money or property acquired by Defendant by means of such unlawful business practices, in amounts not yet known, but to be ascertained at trial.

94. Pursuant to the Business and Professions Code, the Class and the public are also entitled to injunctive relief against Defendant's ongoing continuation of such unlawful business practices, including public injunctive relief. Plaintiffs seek such public injunctive relief here prohibiting Defendant from continuing its illegal practice of misclassifying Vuers, including Plaintiff and the Class, and denying them of important wage laws.

95. If Defendant is not enjoined from engaging in the unlawful business practices described above, Plaintiff, Class Members, and the public will be irreparably injured. The exact extent, nature, and amount of such injury is difficult to ascertain now.

96. The Class, including Plaintiff, have no plain, speedy, and adequate remedy at law.

97. Defendant will continue to engage in the unlawful business practices described above in violation of the Business and Professions Code, in derogation of the rights of Plaintiff, the Class, and of the public, if not enjoined by this Court.

98. The success of Plaintiff in this action will result in the enforcement of important rights affecting the public interest by conferring a significant benefit upon the public.

- 1 99. Private enforcement of these rights is necessary as no public agency has pursued enforcement.
- 2 There is a financial burden incurred in pursuing this action, and it would be against the interests
- 3 of justice to require the payment of attorneys' fees from any recovery in this action. Plaintiffs
- 4 are therefore entitled to an award of attorneys' fees and costs of suit under the "common fund,"
- 5 "substantial benefit," and other important doctrines.
- 6 100. The success of Plaintiff in this action will result in the enforcement of important rights
- 7 affecting the public interest by conferring a significant benefit upon the public.

8

9

10 **TENTH CAUSE OF ACTION**

11 **Violation of PAGA; Enforcement of PAGA—**

12 **Labor Code, § 2698 et seq.**

- 12 101. Plaintiff incorporates by reference every allegation contained above.
- 13 102. PAGA permits aggrieved employees, like Plaintiff, to recover civil penalties for violations
- 14 of numerous Labor Code sections. *See* Labor Code § 2699.5. Plaintiff seeks to recover
- 15 representative PAGA penalties stemming from Defendant's Labor Code violations occurring to
- 16 others (*i.e.*, non-individual PAGA penalties) as enumerated above and below occurring during
- 17 the relevant PAGA period (one year prior to their PAGA letter to the LWDA plus any applicable
- 18 tolling). By misclassifying Vuers (or similarly titled individuals) as independent contractors over
- 19 this period, Defendant willfully misclassified them and failed to comply with various Labor Code
- 20 provisions.
- 21 103. Defendant's conduct, as alleged above, violates numerous sections of the California Labor
- 22 Code, including, but not limited to, the following:
- 23 a. Labor Code sections 200 *et seq.*, 201-, 203, 204, 210, 216, 218.5, 218.6, 221, 223,
- 24 224, and 225.5 for failure to timely pay Plaintiff and other aggrieved employees all
- 25 earned wages;
- 26 b. Labor Code sections 223, 226.2, 1194, 1194.2, 1197, 1197.1, and 1199 for failure to
- 27 pay Plaintiff and other aggrieved employees all mandatory minimum wages for all
- 28 hours worked, including non-productive time;

- c. Labor Code sections 510, 558, and 1198, for failure to compensate Plaintiff and other aggrieved employees with all required overtime pay;
 - d. Labor Code sections 226 and 226.3, for failure to provide accurate wage statements to Plaintiff and other aggrieved employees;
 - e. Labor Code sections 226.2, 226.7, 512, and 558 for failure to provide meal periods and rest periods to Plaintiff and other aggrieved employees;
 - f. Labor Code section 226.8, for willful misclassification of Plaintiff and other aggrieved employees;
 - g. Labor Code section 432.5, for requiring Plaintiff and other aggrieved employees to agree to terms in writing known to be prohibited by law, including the agreement between Plaintiff and other aggrieved employees and Defendant that allows failure to reimburse Plaintiffs and other aggrieved employees for business expenses reasonably incurred;
 - h. Labor Code section 1174, for failure to maintain accurate employment and payroll records related to Plaintiff and other aggrieved employees' work;
 - i. Labor Code section 1194.5, for Defendant's violations as described herein;
 - j. Labor Code sections 1198 and 1199, for Defendant's employment of Plaintiff and other aggrieved employees for longer than the maximum hours and violative of the standard conditions of labor fixed by the Industrial Welfare Commission; and
 - k. Labor Code section 2802, for failure to reimburse employees for business expenses reasonably incurred.
 - l. Generally Labor Code sections 200 *et seq.*, 201-203, 204, 210, 216, 218.5, 218.6, 221, 223, 224, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 400 *et seq.*, 402, 404, 405, 408, 432.5, 450, 510, 512, 558, 1174, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2775, 2800, 2802, and 2804, California Business & Profession Code section 17200 *et seq.*, California Code of Regulations section 11040 *et seq.*, and applicable Industrial Welfare Commission Wage Orders in connections with the various misconduct alleged.
104. Plaintiff has complied with all administrative requirements and pre-conditions contained

with California Labor Code Section 2699.3. As to the initial Complaint, Plaintiff notified the California Labor Workforce Development Agency (“LWDA”) on January 11, 2024, and waited the prescribed period. As to this First Amended Complaint, Plaintiff notified the LWDA on February 14, 2025, and waited the prescribed period. Plaintiff has not received any response from the LWDA to either the initial notice or amended notice.

105. Pursuant to PAGA and California Labor Code sections 2699, 2699.3, and 2699.5, Plaintiff is entitled to and hereby seeks civil penalties against iVueit, in addition to reasonable attorneys’ fees and costs, on behalf of herself and all others similarly-aggrieved current and former employees for violations of the Labor Code sections referred to in this Complaint.

PRAYER FOR RELIEF

Plaintiff prays for judgment against Defendant, as follows:

1. For an order certifying the Class as described herein, appointing Plaintiff as Class Representative, and their counsel as Class Counsel;
2. For compensatory damages according to proof;
3. For enhanced damages, liquidated damages, and penalties as permitted under prevailing law;
4. For civil penalties according to proof;
5. For pre-judgment and post-judgment interest where allowable;
6. For costs of suit;
7. For injunctive relief, including public injunctive relief, as described herein;
8. For restitution as described herein;
9. For punitive damages, where appropriate;
10. For reasonable attorneys’ fees and costs; and
11. For such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

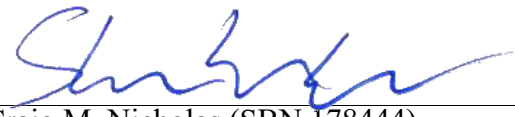
Plaintiff demands a trial by jury on all issues so triable.

1 Respectfully submitted:

2 Dated: May 19, 2025

NICHOLAS & TOMASEVIC, LLP

3
4 By:


Craig M. Nicholas (SBN 178444)

Shaun Markley (SBN 291785)

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10 Attorneys for Plaintiff ALICE WILBURG, an
11 individual, on behalf of herself and all others
12 similarly situated
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EXHIBIT B
Notice of Settlement of Class Action

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

ALICE WILBURG, an individual, on behalf of
herself all others similarly situated,

Plaintiff,

v.

IVUEIT, LLC, an Ohio limited liability
company; and DOES 1 through 20, inclusive,
Defendants.

CASE NO.: 3:24-cv-02642-AMO

**NOTICE OF PAGA AND CLASS ACTION
SETTLEMENT**

<<FIRST AND LAST NAME>>

<<ADDRESS>>

<<CITY AND ZIP CODE>>

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED
SETTLEMENT.

**TO RECEIVE YOUR SHARE OF THIS SETTLEMENT, YOU DO NOT NEED TO DO
ANYTHING.**

This Notice is Court Approved. This is not a solicitation from an attorney.

A class and Private Attorneys General Act (“PAGA”) lawsuit was filed against iVueit, LLC (“iVueit” or “Defendant”) alleging that individuals paid for property inspection work, site photograph services work, and/or other Vue-related work on the iVueit App in California should be classified as employees and that iVueit has violated provisions of California labor law by classifying them as independent contractors. iVueit denies the allegations in this lawsuit.

The parties have reached a proposed settlement (“Settlement”) to resolve this lawsuit. Under the Settlement, iVueit agrees to pay a total of \$635,000.

The two sides disagree about the merits of the lawsuit, and iVueit vigorously denies all allegations of wrongdoing and maintains that it complied at all times with applicable laws, rules, and regulations at issue in this litigation. In light of the risk and expense of proceeding to trial, the parties believe that this is a fair settlement of claims.

Your legal rights are affected whether you act or do not act, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing And Receive A Settlement Payment	Stay in this lawsuit. Receive your share of the settlement money. Give up certain rights. If you do nothing, and the Court approves the Settlement, you will be bound by the terms of the Settlement and the releases, and you will receive money under the Settlement

	in the mail. Section 6 of this Notice explains how much money you may receive under the settlement.
Exclude Yourself	Request to be excluded from the class settlement. Get no benefits or money from the class portion of the settlement. Keep certain rights. If you affirmatively submit a written request to exclude yourself (<i>i.e.</i>, “opt out” of the case), you will not receive the Individual Settlement Payment described in Section 6 below. However, you would be free to pursue certain claims separately against Defendant subject to any defense that the Defendant may assert. The steps to exclude yourself are explained below. If you are a PAGA Worker, you will not have the opportunity to opt out of the PAGA Worker Payment described in Section 6 and release of the Released PAGA Claims describe in Section 8. The PAGA Workers are bound by the release of the Released PAGA Claims regardless of whether they cash their PAGA Worker Payment check. For more information concerning the Released PAGA Claims, please see Section 8 below.
Object	Submit a written objection to the Court. If you wish to challenge the terms of the class settlement, you may file a written objection with the Court, setting forth the reasons why you oppose the settlement. If you filed a written objection, you may also appear in Court and explain why you do not like the settlement or use an attorney to appear for you, at your own expense. If the Court agrees with your objection, the parties can choose whether to withdraw the settlement or change its terms. If the Court rejects your objection, you will still be bound by the Settlement. You cannot both ask to be excluded from the class settlement <i>and</i> object to the class settlement. For more information concerning how to object and appear at the hearing, please see Sections 10 and 13 through 15 below.

- These rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court has has preliminarily approved the Settlement. The Court still has to decide whether to grant final approval of the Settlement. Payments will be made only if the Court grants final approval of the Settlement and if there are any appeals, after all appeals are resolved.

DEFENDANT WILL NOT RETALIATE AGAINST YOU FOR YOUR DECISION TO PARTICIPATE IN THE SETTLEMENT, DO NOTHING, ASK TO BE EXCLUDED/OPT OUT, OR OBJECT TO THE SETTLEMENT.

WHAT THIS NOTICE CONTAINS

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1. WHY DID I GET THIS NOTICE?

You received this Notice because a proposed settlement (the “Settlement”) has been reached in the class action and representative PAGA lawsuit entitled *Alice Wilburg, an individual and on behalf of herself all others similarly situated, v. iVueit, LLC et al.* which is pending in the United States District Court for the Northern District of California as Case No. 3:24-cv-02642-AMO (the “Action”).

The Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 16, below.

2. WHAT IS THE ACTION ABOUT?

On March 21, 2024, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Alameda asserting class and PAGA claims. This action is now pending in the United States District Court for the Northern District of California. This lawsuit is referred to as the “Action”.

The central issue in this Action is whether iVueit has misclassified individuals paid for property inspection work, site photograph services work, and/or other Vue-related work in California on the iVueit App, (“Vuers”) as independent contractors, as opposed to its employees. In the lawsuit, the plaintiff alleges that these Vuers should be classified as employees and that certain of iVueit’s conduct and policies toward the Vuers in California violated California labor law and California Business & Professions Code.

Defendant denies any wrongdoing and liability and contends that it correctly classified the Vuers as independent contractors and complied at all times with applicable California law.

3. WHAT IS A CLASS AND PAGA ACTION?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” Together, the Class Representatives and Class Members are called the Plaintiffs. iVueit—the company that has been sued—is called the Defendant. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

In bringing this Action, the plaintiff has also asserted claims pursuant to the Labor Code Private Attorneys General Act (“PAGA”), a law which allows the plaintiff to stand in the shoes of the government and try and recover penalties on the government’s behalf and on behalf of the other PAGA Workers. The plaintiff in the Action claims she and other workers were “aggrieved” by Defendant’s alleged violation of California Labor laws.

4. WHO IS INCLUDED IN THE SETTLEMENT?

In this proposed Settlement, the Class consists of all Persons paid for property inspection work, site photograph services work, and/or other Vue-related work in California on the iVueit App, , at any time during the Class Period. The Class Period is the period from March 21, 2020 through [INSERT DATE], inclusively.

The PAGA Workers consist of all Persons paid for property inspection work, site photograph services work, and/or other Vue-related work in California on the iVueit App at any time during the PAGA Period that were sourced through the iVueit App. The PAGA Period is the period from January 11, 2023 through [INSERT DATE], inclusively.

Both the Class and PAGA Workers exclude those Persons, if any, otherwise within the preceding definition if treated by Defendant as an employee. The term “Person” means any individual, corporation, partnership, association, affiliate, joint stock company, estate, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity. The term “Vue” means an offer to provide services listed on the iVueit App, such as a property inspection, a site photograph services work and/or any other related work.

The identities of the members of the Class and PAGA Workers have been ascertained from records of Defendant. You are receiving this Notice because such records show that you are a member of the Class.

5. WHAT ARE THE BENEFITS OF SETTLEMENT?

Plaintiff, on one hand, and Defendant, on the other hand, disagree as to whether there is any liability, including but not limited to: (1) whether the Class Members and PAGA Workers were properly classified as independent contractors under California law; (2) whether the case is appropriate for treatment as a class or representative action; (2) whether the Class Members and PAGA Workers are owed any unpaid wages, premiums, reimbursement or penalties; and (3) the amount of unpaid wages, premiums, reimbursement or penalties owed, if any. Defendant raised numerous defenses to Plaintiff’s claims and those defenses could significantly reduce or even eliminate any liability or damages owed to the Class Members and PAGA Workers. Accordingly, there were significant risks to the Class and the PAGA Workers associated with continuing the lawsuit and significant benefits to settling the Action. The Settlement was negotiated by the Parties. Having considered the benefits and risks associated with further litigation, counsel for Plaintiff (“Class Counsel”) determined that settlement of the Action under the terms described in this Notice is a fair and reasonable compromise that is in the best interests of the Class and the PAGA Workers. There was also a hearing on [INSERT DATE] in the United States District Court in the Northern District of California, and thereafter, on [INSERT DATE], the Court preliminarily approved the Settlement as being fair and reasonable to the members of the Class/PAGA Workers.

6. WHAT ARE THE TERMS OF THE SETTLEMENT?

As stated above, Defendant has agreed to pay a total of Six Hundred Thirty-Five Thousand Dollars and Zero Cents (\$635,000.00) (“Gross Settlement Fund”) to settle all claims arising out of the Action.

The Settlement provides for certain payments to be made from the Gross Settlement Fund as follows, which will be subject to final approval by the Court, and which will be deducted from the Gross Settlement Fund before Individual Settlement Payments are made to Class Members who do not timely and validly request exclusion from the Settlement (“Settlement Class Members”).

- Settlement Administration Expenses: Payment to the Settlement Administrator, CPT Group, estimated not to exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000.00), for the administration of the Settlement and related matters, including notifying the Class Members/PAGA Workers of the Settlement, processing opt outs, distributing the payments in this Settlement and tax forms, and handling inquiries and uncashed checks.
- Attorneys’ Fees and Attorneys’ Expenses: Payment to Class Counsel of reasonable attorneys’ fees not to exceed Two Hundred Eleven Thousand Six Hundred Sixty-Six Dollar and Sixty Seven Cents (\$211,666.67), plus up to Seventeen Thousand Five Hundred Dollars and Zero Cents (\$17,500.00) to reimburse them for actual litigation costs incurred. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class/PAGA Workers on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Class Representative Enhancement Payment: Payment in an amount up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to Plaintiff, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, for the risks she undertook, and in consideration for her general release of all individual claims against Defendant and/or any Released Parties (as defined below).
- PAGA Payment: A payment of Fifty Thousand Dollars and Zero Cents (\$50,000.00) relating to the claim for penalties under PAGA, Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) of which is required to be paid to the State of California’s Labor and Workforce Development Agency. The remaining Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) will be distributed to the PAGA Workers as their allocation of the PAGA Payment (“PAGA Worker Payments”). Each PAGA Worker will receive at least a “Minimum PAGA Settlement Payment” in the amount of Two Dollars and Zero Cents (\$2.00) as their PAGA Worker Payment. For any PAGA Worker who completed at least one Vue in California during the PAGA Period, their PAGA Worker Payment shall be the sum of the PAGA Worker’s Minimum PAGA Settlement Payment and the outcome of the following calculation: (1) subtract the sum of all Minimum PAGA Settlement Payments to the PAGA Workers from the portion of the PAGA Payment allocated to PAGA Workers (“Remaining PAGA Settlement Fund”);

(2) the Remaining PAGA Settlement Fund shall be divided by the total Vues completed in California during the PAGA Period by all PAGA Workers; and (3) the resulting fraction from (2) shall be multiplied by the PAGA Worker's total number of completed Vues in California during the PAGA Period. All PAGA Workers will be sent their share of the PAGA Payment (*i.e.*, PAGA Worker Payment) and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

Calculation of Payments to Class Members. After all of the court-approved payments above are deducted from the Gross Settlement Fund, the remaining portion, called the "Net Settlement Fund," shall be distributed as Individual Settlement Payments to the Settlement Class Members. Each Settlement Class Member will receive at least a "Minimum Class Settlement Payment" in the amount of Fifteen Dollars and Zero Cents (\$15.00) as their Individual Settlement Payment. The Individual Settlement Payment shall be the sum of the Settlement Class Member's Minimum Class Settlement Payment and the outcome of the following calculation: (1) subtract the sum of all Minimum Class Settlement Payments to the Settlement Class Members from the Net Settlement Fund ("Remaining Net Settlement Fund"); (2) the Remaining Net Settlement Fund shall be divided by the total Vues completed in California during the Class Period by all Settlement Members; and (3) the resulting fraction from (2) shall be multiplied by the Settlement Class Member's total number of completed Vues in California during the Class Period.

Your Recovery Under the Settlement. Defendant's records reflect that you have completed [REDACTED] Vues in California during the Class Period between March 21, 2020 and [INSERT DATE] and [REDACTED] Vues in California during the PAGA Period between January 11, 2023 and [INSERT DATE].

Based on this information, your estimated Individual Settlement Payment is [REDACTED] and your estimated PAGA Worker Payment is [REDACTED].

Tax Matters. The Individual Settlement Payment and PAGA Worker Payment are not subject to withholdings, and shall be reported on IRS Form 1099-NEC, if required. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Settlement Class Member and PAGA Worker are unique to him/her, and each Settlement Class Member and PAGA Worker may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Class Settlement and entering the Judgment consistent with the Settlement Agreement.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to participate in the Settlement. You will be mailed your Individual Settlement Payment and PAGA Worker Payment (if applicable) from this Settlement approximately 90 days after the Final Approval Hearing on [DATE OF FINAL APPROVAL HEARING], if the Court approves the entire Settlement and no appeals are filed. Class Counsel have been appointed and approved by the Court and Class Counsel will represent you. You also will be bound by the Settlement, including the release of claims stated above.

Your Individual Settlement Payment and PAGA Worker Payment (if applicable) may be combined into a single check or such payments may be issued in separate checks. Upon receipt of your settlement checks, it will be your responsibility to cash the checks before the expiration date of the checks (180 days after mailing). **You will not be retaliated against for cashing your settlement checks.** Any funds payable to Settlement Class Members and/or PAGA Workers whose checks are not cashed within 180 days after mailing will be paid to the California State Unclaimed Property Fund in the name of the absent Settlement Class Members/PAGA Workers. The failure to cash any settlement checks within 180 days after mailing does not affect the binding nature of the Settlement or the binding nature of any release of claims.

You may dispute your Individual Settlement Payment and your PAGA Worker Payment by following the below instructions. Your Individual Settlement Payment award is based on the proportionate number of Vues completed in California during the Class Period. Your PAGA Worker Payment is based on the proportionate number of Vues completed in California during the PAGA Period.

The information contained in Defendant's records regarding this information, along with your estimated Individual Settlement Payment and your estimated PAGA Worker Payment, is listed above. If you disagree with the number of Vues completed in California during the Class Period and/or PAGA Period, you may submit a written challenge. For the challenge to be deemed valid, it must include: (i) the full name of the person making the challenge; (ii) a statement that the person seeking the challenge are seeking to challenge his or her estimated Individual Settlement Payment and/or PAGA Worker Payment set forth in the Class Notice; (iii) state the number of Vues in California the person seeking the challenge believes he or she has completed during the Class Period and/or PAGA Period; (iv) include documentation to support the challenge; and (v) the person seeking the challenge must sign the document. All such challenges must be mailed to the Settlement Administrator at the address listed in Section 16 below with a postmark date on or before **[INSERT DATE]**. Please be advised that the number of Vues completed in California during the Class Period and the number of Vues completed in California during the PAGA Period stated in this Notice is presumed to be correct unless the documents you submit prove otherwise. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Class Members and/or PAGA Workers. Defendant's business records will be considered by the Settlement Administrator and the Parties as the presumptive best evidence of the number of Vues completed by each Class Member and PAGA Worker during the Class Period/ PAGA Period.

8. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

The Settlement is intended to settle and fully release and discharge any and all claims against Defendant iVueit, LLC, and any of its past, present, and future direct or indirect parents, subsidiaries, affiliates, holding companies, partnerships, limited liability companies, successors, or purchasers, as well as each of its or their past, present, and future owners, investors, officers, directors, employees, payment processing companies, partners, members, managers, customers,

subcontractors, shareholders and agents, attorneys, insurers, reinsurers, and any Person which could be jointly liable with Defendant (collectively, “Released Parties”) from any and all Released Class Claims (defined below) and Released PAGA Claims (defined below) to the maximum extent permitted by law.

The “PAGA Notice” mentioned below means the Notice the notice that Plaintiff submitted on January 11, 2024 to California the Labor Workforce Development Agency (“LWDA”) pursuant to the PAGA. The “Amended PAGA Notice” mentioned below means the amended notice that Plaintiff submitted on February 14, 2025 to the LWDA pursuant to the PAGA.

As of the Effective Date, Plaintiff, and all Settlement Class Members, individually and on behalf of their heirs, estates, trustees, executors, administrators, representatives, agents, successors, and assigns, and anyone claiming through them or acting or purporting to act on their behalf, agree to forever release, discharge, hold harmless, and covenant not to sue each and all of the Released Parties from each and all of Released Class Claims and by operation of the Judgment shall have fully and finally released, relinquished, and discharged all such claims against each and all of the Released Parties; and they further agree that they shall not now or hereafter initiate, maintain, or assert any Released Class Claims against the Released Parties in any other court action or before any administrative body, tribunal, arbitration panel, or other adjudicating body. Without in any way limiting the scope of the Released Class Claims, the Released Class Claims cover, without limitation, any and all claims for attorneys’ fees, costs, or disbursements incurred by Class Counsel or any other counsel representing Settlement Class Members, or by Settlement Class Members, or any of them, in connection with or related in any manner to the Action, the Settlement of the Action, the administration of such Settlement, and/or the Released Class Claims, except to the extent otherwise specified in the Agreement.

The “Released Class Claims” means any and all past and present claims, disputes and/or causes of action pleaded or which could have been pleaded arising, in whole or in part, from the facts, claims, and/or allegations contained in the PAGA Notice, the Amended PAGA Notice, the Complaint, and/or the Amended Complaint against Defendant and/or any other Released Parties, that arose during the Class Period, including, but not limited to, the following:

- a) Any claims under California Labor Code §§ 200 et seq., 201-203, 204, 210, 216, 218.5, 218.6, 221, 223, 224, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 400 et seq., 402, 404, 405, 408, 432.5, 450, 510, 512, 558, 1174, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2775, 2800, 2802, and 2804, California Business & Profession Code § 17200 et seq., California Code of Regulations §§ 11040 et seq., and applicable Industrial Welfare Commission Wage Orders;
- b) Any claims for unpaid wages (including minimum, regular, and overtime wages), untimely wage payments both during and at the end of employment, non-compliant meal periods, non-compliant rest periods, non-compliant payment of meal and rest break premiums, failure to provide compliant wage statements, misclassification as independent contractors, requiring workers to agree to terms in writing known to be prohibited by law, requiring workers to work longer than the maximum hours and violative of standard conditions of labor fixed by the Industrial Welfare Commission, failure to properly record

and maintain employment and payroll records, failure to reimburse expenses, unlawful deductions, unfair competition and claims for interest, penalties (including but not limited to waiting time penalties), or premiums in connection therewith, as well as any and all other claims under California common law, the California Labor Code, California Code of Regulations and/or California Industrial Welfare Commission Wage Orders alleged or which could have been alleged under the facts, allegations, and/or claims pleaded in the PAGA Notice, the Amended PAGA Notice, the Complaint, and/or the Amended Complaint; and

c) Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices, or punitive damages alleged or which could have been alleged under the facts, allegations, and/or claims pleaded in the PAGA Notice, the Amended PAGA Notice, the Complaint, and/or the Amended Complaint.

The Settlement Class Members are bound by the release of the Released Class Claims in its entirety regardless of whether they cash their Individual Settlement Payment check.

As of the Effective Date, Plaintiff, the State of California and all PAGA Workers, individually and on behalf of their heirs, estates, trustees, executors, administrators, representatives, agents, successors, and assigns, and anyone claiming through them or acting or purporting to act on their behalf, agree to forever release, discharge, hold harmless, and covenant not to sue each and all of the Released Parties from each and all of Released PAGA Claims and by operation of the Judgment shall have fully and finally released, relinquished, and discharged all such claims against each and all of the Released Parties; and they further agree that they shall not now or hereafter initiate, maintain, or assert any Released PAGA Claims against the Released Parties in any other court action or before any administrative body, tribunal, arbitration panel, or other adjudicating body. Without in any way limiting the scope of the Released PAGA Claims, the Released PAGA Claims cover, without limitation, any and all claims for attorneys' fees, costs, or disbursements incurred by Class Counsel or any other counsel representing PAGA Workers, or by PAGA Workers, or any of them, in connection with or related in any manner to the Action, the Settlement of the Action, the administration of such Settlement, and/or the Released PAGA Claims, except to the extent otherwise specified in the Agreement. "Released PAGA Claims" means any and all past and present PAGA claims, that have or could have been brought by Plaintiff, the State of California, the PAGA Workers, and all persons purporting to act on the PAGA Workers' behalf or purporting to assert claims under California Labor Code section 2698 et seq., including but not limited to those statutory provisions that existed at the time the Action was filed as well as any amendments to those provisions, premised in whole or in part on any Released Class Claims or the claims asserted in the Complaint, the Amended Complaint, the PAGA Notice or the Amended PAGA Notice and arising at any time during the PAGA Period. The PAGA Workers are bound by the release of the Released PAGA Claims in its entirety regardless of whether they cash their PAGA Worker Payment check. The PAGA Workers will not have the opportunity to opt out of, or object to, their allocation of the PAGA Payment and release of the Released PAGA Claims.

"Effective Date" means the date the Court's Final Approval Order and Judgment become "Final." In the event that: (i) the Court (or any appellate court) does not approve the Settlement as

provided herein or (ii) the Effective Date does not occur for any other reason, then the Settlement Agreement and any documents generated to bring the Settlement into effect will be null and void, and the Parties will be returned to their respective positions before the Settlement was reached. The Effective Date cannot occur until and unless there is no possibility of an appeal or further appeal that could potentially prevent this settlement from becoming final and binding. “Final,” when referring to a judgment or order, means that (i) the judgment/order is a final and appealable; and (ii) either (a) no appeal has been taken from the judgment/order as of the date on which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the judgment/order having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment/order in its entirety.

If you are a member of the Class and you do not elect to properly and timely opt out from the class portion of the Settlement, you will be deemed to have released the above-described Released Class Claims. However, you will still be bound by the release of the Released PAGA Claims regardless of whether or not you opt out of the Class. If the entire Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

9. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

If you do not want to be bound by the class portion of the Settlement, including receipt of the above Individual Settlement Payment and the above release of the Released Class Claims, you may exclude yourself (“opt out”) by sending written notice of your intention to opt out to the Settlement Administrator at the address listed in Section 16 below.

The opt-out request must be in writing and include (i) your full name; (ii) a statement that you request exclusion from the Class and does not wish to participate in the Class Settlement; and (iii) your signature. *Any opt-out request must be sent to the Settlement Administrator postmarked no later than [INSERT DATE OF THE CLOSE OF THE NOTICE PERIOD].*

Should you choose to timely exclude yourself from the class portion of the Settlement, the money that you would have otherwise received from the class portion of the Settlement will be distributed amongst the remaining Settlement Class Members. However, to the extent you are eligible to receive a PAGA Worker Payment, you will still receive that amount whether or not you submit an opt-out request.

10. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any member of the Class who has not opted out can ask the Court to deny approval of the class portion of the Settlement by filing an objection. You can't ask the Court to order a different 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. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Wilburg v. iVueit*, Case No. 3:24-CV-02642-AMO), (b) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, and (c) be filed or postmarked on or before **[INSERT DATE OF THE CLOSE OF THE NOTICE PERIOD]**.

Class Members who fail to timely mail or file such a written statement of objection shall be foreclosed from making any objection to this Settlement.

11. WILL THE NAMED PLAINTIFF BE COMPENSATED FOR BRINGING THIS LAWSUIT?

Plaintiff will request an enhancement award of up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for her service as Class Representative and for her efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to Plaintiff.

12. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court has ordered that the interest of Plaintiff and the Class are represented by counsel for Plaintiff as follows:

Craig M. Nicholas
 cnicholas@nicholaslaw.org
 Shaun Markley
 smarkley@nicholaslaw.org
 Jake W. Schulte
 jschulte@nicholaslaw.org
 NICHOLAS & TOMASEVIC, LLP
 225 Broadway, 19th Floor
 San Diego, California 92101
 Tel: (619) 325-0492

("Class Counsel"). You will not be separately charged for this attorney. If you want to be represented by your own lawyer, you may hire one at your own expense. If you have questions about the case or the Settlement, you should ask Class Counsel.

13. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement. The Court will hold a hearing to decide whether to give final approval to the class portion of the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be

approved as fair, reasonable, adequate; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for enhancement award to Plaintiff.

14. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on [INSERT DATE] at [INSERT TIME] a.m., in Courtroom 10 on the 19th Floor of the Phillip Burton Federal Building and United States Courthouse, which is located at 450 Golden Gate Avenue, San Francisco, CA 94102 ("Final Approval Hearing").

The date of the Final Approval Hearing may be changed without further notice to the Class. You should check the settlement website or the case docket via PACER to confirm whether the date has change. Information about how to access the website or PACER is in paragraph 16 below. It is not necessary for you to appear at the Final Approval Hearing unless you have timely filed an objection with the Court. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time.

15. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

At the hearing, the Court will be available to hear any objections and arguments concerning the class portion of the Settlement. PAGA Workers will not have the opportunity to opt out of or object to their allocation of the PAGA Payment and the release of the Released PAGA Claims. You may attend, but you do not have to attend. You may speak at the Final Approval Hearing only if (a) you have timely filed an objection, and (b) followed the procedures set forth below to provide notice that you intend to speak at the Final Approval Hearing. If you opt out from the class portion of the Settlement, however, you may not speak at the Final Approval Hearing.

If you wish to appear either personally or through your own attorney at the Final Approval Hearing, you must submit both a timely objection based on the requirements set forth in Section 10 above and a Notice of Intention to Appear either by filing the Notice electronically or in person at any location of the United States District Court for the Northern District of California or by mailing the Notice to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102. Your Notice of Intention to Appear must include your name and the case name and number (*Wilburg v. iVueit*, Case No. 3:24-CV-02642-AMO). The Notice of Intention to Appear must also include copies of any papers or other evidence that you or your lawyer will present at the hearing. Any Settlement Class Member who does not file and serve a Notice of Intention to Appear in accordance with these instructions will not be allowed to speak at the Final Approval Hearing concerning this Settlement.

16. HOW DO I GET MORE INFORMATION?

This Notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the Class and PAGA Action Settlement Agreement and Release, the Complaints and the PAGA Notice available at [insert claims administrator web site] or by

contacting Class Counsel at the address or telephone number set forth above, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, Phillip Burton Federal Building and United States Courthouse, which is located at 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may also contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the "Wilburg v. iVueit, LLC Class Action Settlement" or by accessing the web site for this Settlement created by the Settlement Administrator

[INSERT NAME AND CONTACT INFORMATION OF SETTLEMENT ADMINISTRATOR AND WEB SITE ADDRESS]

ALL CHALLENGES CONCERNING VUES COMPLETED AS WELL AS OPT-OUT REQUESTS MUST BE MAILED TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS LISTED ABOVE. ALSO, ALL QUESTIONS AND INQUIRIES REGARDING ADMINISTRATION OF THE SETTLEMENT MAY BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR.

17. WHAT IF MY INFORMATION CHANGES?

It is your responsibility to keep current contact information n file with the Settlement Administrator, to ensure receipt of your settlement checks for the Individual Settlement Payment and PAGA Worker Payment and applicable tax forms if the settlement is given final approval by the Court. If you change your mailing address or if the Settlement Administrator does not have your mailing address, you should promptly contact the Settlement Administrator and provide the Settlement Administrator your mailing address and contact information.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

EXHIBIT C
Preliminary Approval Order

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10 *Attorneys for Plaintiff Alice Wilburg*

11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA

13 ALICE WILBURG, an individual, on behalf
of herself and all others similarly situated,

14 Plaintiff,

15 v.

16 IVUEIT, LLC, an Ohio limited liability
17 company; and DOES 1 through 20, inclusive,

18 Defendants.

CASE NO. 3:24-cv-02642-AMO

Hon. Araceli Martinez-Olguin

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT**

ORDER

Plaintiff has filed a Motion for Preliminary Approval of the Settlement reached with Defendant iVueit, LLC. The Court has carefully considered the Class and PAGA Action Settlement Agreement and Release (“Settlement Agreement”) together with all exhibits thereto, all the filings related to the Settlement, the arguments of counsel, and the record in this case. The Court hereby gives its preliminary approval of the Settlement; finds that the Settlement and Settlement Agreement are sufficiently fair, reasonable and adequate to allow dissemination of notice of the Settlement to the Class Members and PAGA Workers and to hold a final approval hearing on the Settlement; orders the Class Notice (as defined below) be sent to the Class Members and PAGA Workers in accordance with the Settlement Agreement and this Order; and schedules a final approval hearing to determine whether the proposed Settlement is fair, adequate and reasonable.

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement attached as Exhibit 1 to the Declaration of Shaun Markley in Support of Plaintiff’s Motion for Preliminary Approval of Settlement is hereby incorporated by reference in this Order, and all capitalized terms or phrases used in this Order that are not defined herein shall have the same meaning as in the Settlement Agreement.
2. The Court finds that the terms of the Settlement preliminarily appears to be fair, reasonable, and adequate, and within the range of possible approval and sufficient to warrant providing notice to the Class, when balanced against the probable outcome of further litigation, given the risks relating to liability and damages. It further appears that investigation and research has been conducted such that counsel for the Parties are reasonably able to evaluate their respective positions. It further appears to the Court that the Settlement will avoid substantial additional costs by all parties, as well as the delay and risks that would be presented by the further prosecution of the Action, and that it will provide substantial benefits to the Class going forward. It appears that the Settlement has

1 been reached as a result of intensive, arm's-length negotiations utilizing an experienced
 2 third-party neutral mediator.

3 3. The Court certifies, for settlement purposes only, the following Class: "all Persons paid for
 4 property inspection work, site photograph services work, and/or other Vue-related work in
 5 California at any time during the Class Period that was sourced through the Ivueit App."
 6 The term "Person" means any individual, corporation, partnership, association, affiliate,
 7 joint stock company, estate, trust, unincorporated association, entity, government and any
 8 political subdivision thereof, or any other type of business or legal entity. The term "Class
 9 Period" means the period from March 21, 2020 through the date that the Court enters this
 10 Order, inclusively. The Class excludes any Persons, if any, otherwise within the preceding
 11 definition if treated by Defendant as an employee.

12 4. For settlement purposes only, the Court appoints Plaintiff Alice Wilburg as representative
 13 of the Class.

14 5. For settlement purposes only, the Court designates as Class Counsel Craig M. Nicholas,
 15 Shaun Markley and Jake W. Schulte of Nicholas & Tomasevic, LLP. The Court
 16 preliminarily finds that, based on the work Class Counsel has done identifying,
 17 investigating, and prosecuting the claims in this action; Class Counsel's experience in
 18 handling class actions and claims; Class Counsel's knowledge of the applicable law; and
 19 the resources Class Counsel has and will commit to representing the class, that Class
 20 Counsel has represented and will represent the interests of the Class fairly and adequately.

21 6. CPT Group, Inc. is appointed as the Settlement Administrator and shall administer the
 22 Settlement in accordance with the terms and conditions of this Order and the Settlement
 23 Agreement.

24 7. The Court hereby conditionally certifies the proposed Class and conditionally finds that,
 25 solely for the purposes of approving this Class Settlement and for no other purpose and
 26 with no other effect on this litigation, the proposed Class meets the requirement for
 27 certification under Rule 23(a) of the Federal Rules of Civil Procedure including that: (a)
 28 the proposed Class is sufficiently numerous so that joinder of all members is impracticable;

(b) there are questions of law or fact common to the proposed Class; (c) Plaintiff's claims are typical of the claims of the proposed Settlement Class; and (d) Plaintiff and her Counsel will fairly and adequately protect the interests of the proposed Class. Additionally, the Court finds that, solely for the purposes of approving this Settlement and for no other purpose and with no other effect on this litigation, the proposed Class meets the requirement for certification under Rule 23(b)(3) of the Federal Rules of Civil Procedure including that: (a) questions of law or fact common to proposed Class Members predominate over any questions affecting individual members of the proposed Class; and (b) a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

8. The Court hereby grants preliminary approval of the PAGA Settlement, including the settlement and release of the Released PAGA Claims, as defined in the Settlement Agreement, with the following terms: The payment of Fifty Thousand Dollars and Zero Cents (\$50,000.00) from the Gross Settlement Fund to resolve the Released PAGA Claims ("PAGA Payment"). Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), which is seventy-five percent (75%) of the PAGA Payment, to be paid to the LWDA. The remaining Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), which is twenty-five percent (25%) of the PAGA Payment, to be distributed to the PAGA Workers. Each PAGA Worker will receive at least a "Minimum PAGA Settlement Payment" in the amount of Two Dollars and No Cents (\$2.00) as their PAGA Worker Payment. For any PAGA Worker who completed at least one Vue in California during the PAGA Period, their PAGA Worker Payment shall be the sum of the PAGA Worker's Minimum PAGA Settlement Payment and the outcome of the following calculation: (1) subtract the sum of all Minimum PAGA Settlement Payments to the PAGA Workers from the portion of the PAGA Payment allocated to PAGA Workers ("Remaining PAGA Settlement Fund"); (2) the Remaining PAGA Settlement Fund shall be divided by the total Vues completed in California during the PAGA Period by all PAGA Workers; and (3) the resulting fraction from (2) shall be multiplied by the PAGA Worker's total

number of completed Vues in California during the PAGA Period. PAGA Workers will not have the opportunity to opt out of, or object to the PAGA Payment and settlement and release of the Released PAGA Claims. The payment to the LWDA and the PAGA Workers shall be made in accordance with the Settlement Agreement.

9. The Court hereby approves, as to form and content, the Notice of PAGA and Class Action Settlement (the “Class Notice”) in substantially the form attached as Exhibit B to the Settlement Agreement. The Court finds that the distribution of the Class Notice in accordance with the Settlement Agreement meets the requirements of due process and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

10. The Court approves the procedures set forth in the Settlement Agreement and the Class Notice for exclusions from and objections to the Class Settlement.

11. Any Class Members who wish to opt out from the Class Settlement must do so within 45 days of the Notice Date and in accordance with the terms of this Preliminary Approval Order, the Agreement, and the Class Notice.

12. Any Class Members who wish to object to the Class Settlement must do so within 45 days of the Notice Date, or appear at the Final Approval Hearing, in accordance with the terms of this Preliminary Approval Order, the Agreement, and the Class Notice.

13. A Settlement Class Member and/or PAGA Worker may seek to challenge his or her estimated Individual Settlement Payment amount and PAGA Worker Payment amount set forth in his or her Class Notice. Any PAGA Worker and/or Class Members who wish to make such challenge must do so within 45 days of the Notice Date and in accordance with the terms of this Preliminary Approval Order, the Agreement, and the Class Notice.

14. The Court directs that a final approval hearing be scheduled for _____ at _____ p.m. (the “Fairness Hearing” or “Final Approval Hearing”) to assist the Court in determining whether the Settlement is fair, reasonable and adequate; whether Judgment should be entered in this Action; whether Class Counsel’s application for fees and expenses should be approved; and whether Class Counsel’s request for a Enhancement

1 Award to Plaintiff should be approved. Plaintiff shall file a Motion for Attorney's Fees,
2 Costs, and Class Representative Enhancement Award no later than 35 days before the
3 Final Approval Hearing. Plaintiff shall file a Motion for Final Approval of Class Action
4 Settlement no later than 35 days before the Final Approval Hearing.

5 15. The Court hereby preliminarily approves the Settlement, including the plan of allocation of
6 the Class portion of the Gross Settlement Fund as described in the Settlement.

7 16. Neither the Settlement, nor any exhibit, document or instrument delivered thereunder shall
8 be construed or interpreted as or deemed to be evidence of an admission or concession by
9 Released Parties (a) of any liability or wrongdoing by Released Parties, (b) of the
10 appropriateness of certifying a class for purposes of litigation, (c) that Plaintiff's claims
11 may properly be prosecuted on a class or representative basis, (d) that any arbitration
12 agreement maintained by Released Parties is unenforceable, or (e) of the truth of any
13 allegations asserted by Plaintiff, members of the Class, PAGA Workers, or any other
14 person. The Settlement and this Preliminary Approval Order shall have no impact on the
15 validity or enforceability of the arbitration agreements entered by the Class
16 Members/PAGA Workers, and the settlement shall not prejudice Defendant or the
17 Released Parties from seeking to enforce such arbitration agreements.

18 17. If the Settlement is not finally approved, or the Effective Date does not occur, or the
19 Settlement is terminated under its terms, then: (a) the Settlement shall be without force and
20 effect upon the rights of the Parties hereto, and none of its terms shall be effective or
21 enforceable; (b) the Parties shall be deemed to have reverted nunc pro tunc to their
22 respective status as of the day immediately before the Parties entered into the Settlement
23 Agreement, with the Parties to meet and confer regarding any discovery or case
24 management deadlines that were pending at the time the Parties stayed litigation to;
25 (c) Defendant and/or Released Parties shall not be obligated to pay any amount of the
26 Gross Settlement Fund and shall be refunded any amounts paid pursuant to the Agreement
27 but not yet spent or disbursed; (d) all Orders entered in connection with the Settlement,
28 including the certification of the Class, shall be vacated without prejudice to any Party's

1 position on the issue of class certification, or any other issue, in this Action or any other
2 action, and the Parties shall be restored to their litigation positions existing on the date of
3 execution of Settlement Agreement; and (e) the Parties shall proceed in all respects as if
4 the Settlement Agreement and related documentation and orders had not been executed,
5 and without prejudice in any way from the negotiation or fact of the Settlement or the
6 terms of the Settlement Agreement. In such an event, this Court's orders regarding the
7 Settlement, including this Preliminary Approval Order, shall not be used or referred to in
8 litigation, or any arbitration or other civil or administrative proceeding, for any purpose.
9 Nothing in the foregoing paragraph is intended to alter the terms of the Settlement
10 Agreement with respect to the effect of the Settlement Agreement if it is not approved.

11 18. The Court directs that the following deadlines are established by this Preliminary Approval
12 Order:

- 13 a. Class Notice shall be sent in accordance within the Settlement Agreement to
14 members of the Class and PAGA Workers within thirty (30) days after receipt of
15 the required information about Class Members/PAGA Workers, which will be a
16 date after subpoenaed information is received from Paypal .
- 17 b. The Notice Period means the forty-five (45) calendar day period which begins on
18 the Notice Date.
- 19 c. Plaintiff's Motion for Attorney's Fees, Costs, and Class Representative Service
20 Award shall be filed by no later than 35 days before the Final Approval Hearing
- 21 d. Requests for exclusion shall be mailed to the Settlement Administrator and
22 postmarked within the Notice Period. Any Class Member may seek exclusion from
23 the Settlement, except the PAGA portion of the settlement as provided in the
24 Settlement Agreement. Requests for exclusion that do not comply with this
25 paragraph and the requirements set forth in the Settlement Agreement and Class
26 Notice shall not be effective.
- 27 e. Objections to the Class Settlement shall be filed with the Court and either filed or
28 postmarked within the Notice Period. Objections must state the specific grounds on

which they are being made and include all supporting facts. If an objector intends to appear at the Final Approval Hearing, either in person or through an attorney, the objector must file and serve with the objection a notice of intention to appear at the Final Approval Hearing. Objections that do not comply with this requirement and the requirements set forth in the Settlement Agreement and Class Notice shall not be considered.

f. Challenge to the estimated Individual Settlement Payment and PAGA Worker Payment amounts shall be mailed to the Settlement Administrator and postmarked within the Notice Period. Challenges that do not comply with this paragraph and the requirements set forth in the Settlement Agreement and Class Notice shall not be effective.

g. Plaintiff's Motion for Final Approval of Class Action Settlement shall be filed by no later than 35 days before the Final Approval Hearing

h. Final Approval Hearing shall be held _____ at _____ p.m. in Courtroom 10 of this Court.

19. Pending further order of this Court, all proceedings in this matter other than those contemplated herein and in the Settlement Agreement are stayed.

20. This Court reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to Class Members.

IT IS SO ORDERED.

Dated: _____

Hon. Araceli Martinez-Olguin
U.S. District Court Judge

EXHIBIT D
Final Approval Order and Judgment

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10 *Attorneys for Plaintiff Alice Wilburg*

11 UNITED STATES DISTRICT COURT

12 NORTHERN DISTRICT OF CALIFORNIA

13 ALICE WILBURG, an individual, on behalf
of herself and all others similarly situated,

14 Plaintiff,

15 v.

16 IVUEIT, LLC, an Ohio limited liability
17 company; and DOES 1 through 20, inclusive,

18 Defendants.

CASE NO. 3:24-cv-02642-AMO

Hon. Araceli Martinez-Olguin

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

ORDER

On _____, the Court entered its Order Granting Preliminary Approval of Settlement (“Preliminary Approval Order”).

Thereafter, Plaintiff Alice Wilburg has filed a Motion for Final Approval of the Settlement reached with Defendant iVueit, LLC.

The Court has carefully considered the Class and PAGA Action Settlement Agreement and Release (“Settlement Agreement”) together with all exhibits thereto. Further, due and adequate notice having been given to the members of the Class and PAGA Workers, and the Court having considered the Settlement Agreement, all papers and proceedings held herein, and all oral and written comments received regarding the proposed Class Settlement, and having reviewed the entire record in this action, and good cause appearing, finds that the Settlement is fair, adequate and reasonable.

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement attached as Exhibit 1 to the Declaration of Shaun Markley in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement is hereby incorporated by reference in this Order, and all capitalized terms or phrases used in this Order that are not defined herein shall have the same meaning as in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of this Action, Defendant iVueit, LLC, the Class and the PAGA Workers.
3. The Court has determined that the Notice of PAGA and Class Action Settlement (the “Class Notice”) fully and accurately informed all Class Members and PAGA Workers of all material elements of the proposed Settlement — including the plan of distribution of the Gross Settlement Fund, the application for an Enhancement Award to Plaintiff and the application for Attorneys’ Fees and Attorneys’ Expenses to Class Counsel — constituted the best notice practicable under the circumstances, constituted valid, due and sufficient notice to all Class Members, and complied fully with Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable laws. To date,

1 _____ objected to the Class Settlement and _____ opted out of the Class
2 Settlement.

3 4. The Court hereby grants final approval of the Class Settlement as fair, reasonable and
4 adequate in all respects to the Class Members pursuant to Rule 23 of the Federal Rules of
5 Civil Procedure, and orders the Parties and the Settlement Administrator to implement all
6 terms of the Settlement Agreement pertaining to the distribution of the Gross Settlement
7 Fund in accordance with the terms of the Settlement Agreement.

8 5. The plan of distribution as set forth in the Settlement Agreement providing for the
9 distribution of the Net Settlement Fund to Settlement Class Members is hereby finally
10 approved as being fair, reasonable, and adequate pursuant to Rule 23 of the Federal Rules
11 of Civil Procedure.

12 6. As previously held in the Court's Preliminary Approval Order, the Class for settlement
13 purposes is appropriate under Federal Rule of Civil Procedure 23 and related case law and
14 is defined as follows: "all Persons paid for property inspection work, site photograph
15 services work, and/or other Vue-related work in California at any time during the Class
16 Period that was sourced through the Ivueit App." The term "Person" means any individual,
17 corporation, partnership, association, affiliate, joint stock company, estate, trust,
18 unincorporated association, entity, government and any political subdivision thereof, or
19 any other type of business or legal entity. The term "Class Period" means the period from
20 March 21, 2020 through _____, inclusively. The Class excludes any Persons, if any,
21 otherwise within the preceding definition if treated by Defendant as an employee.

22 7. As previously held in the Court's Preliminary Approval Order and Order Approving
23 PAGA Settlement, the Court appoints as Class Counsel: Craig M. Nicholas, Shaun
24 Markley and Jake W. Schulte of Nicholas & Tomasevic, LLP.

25 8. The Court approves payment of an Enhancement Award of \$ _____ to Plaintiff
26 Alice Wilburg, which shall be paid from, and not in addition to, the Gross Settlement
27 Fund.

28 9. The Court approves the payment of Attorneys' Fees in the amount of \$ _____ to

- 1 Class Counsel, which shall be paid from, and not in addition to, the Gross Settlement Fund.
- 2 10. The Court approves the payment of Attorneys' Expenses in the amount of
- 3 \$_____ to Class Counsel to reimburse them for their expenses, which shall be
- 4 paid from, and not in addition to, the Gross Settlement Fund.
- 5 11. The Court approves a payment of up to \$_____ to the Settlement
- 6 Administrator out of the Gross Settlement Fund as its Settlement Administration Expenses
- 7 payment. Any portion of the payment to the Settlement Administrator that is unused will
- 8 go to the Net Settlement Fund.
- 9 12. The Court grants approval of the PAGA Settlement as fair, reasonable and adequate
- 10 pursuant to California Labor Code section 2698 *et seq.* The Court approves the payment of
- 11 Fifty Thousand Dollars and Zero Cents (\$50,000.00) from the Gross Settlement Fund to
- 12 resolve the Released PAGA Claims ("PAGA Payment"). Thirty-Seven Thousand Five
- 13 Hundred Dollars and Zero Cents (\$37,500.00), which is seventy-five percent (75%) of the
- 14 PAGA Payment, shall be paid to the LWDA. The remaining Twelve Thousand Five
- 15 Hundred Dollars and Zero Cents (\$12,500.00), which is twenty-five percent (25%) of the
- 16 PAGA Payment, shall be distributed to the PAGA Workers. PAGA Workers will not have
- 17 the opportunity to opt out of, or object to the PAGA Payment and settlement and release of
- 18 the Released PAGA Claims. The payment to the LWDA and the PAGA Workers shall be
- 19 made in accordance with the Settlement Agreement.
- 20 13. Any settlement checks that are not cashed within 180 days of issuance shall be paid to the
- 21 California State Unclaimed Property Fund in the name of the absent Settlement Class
- 22 Members/PAGA Workers.
- 23 14. Plaintiff shall submit a post-accounting report in accordance with this District's Procedural
- 24 Guidance for Class Action Settlements within 21 days after the settlement checks are
- 25 voided.
- 26 15. All claims asserted in this Action are DISMISSED WITH PREJUDICE as to Plaintiff and
- 27 the Settlement Class Members. Further, the PAGA claims asserted in this action are
- 28 DISMISSED WITH PREJUDICE as to Plaintiff, State of California and all PAGA

Workers. Each party shall bear his, her or its own costs and attorneys' fees, except as provided in the Settlement Agreement and as set forth above in this Final Approval Order and as set forth in any other Order issued in response to the application by Class Counsel for an award of attorneys' fees, costs, and expenses, which hearings took place concurrently with the hearing for this Final Approval Order.

16. Upon entry of this Final Approval Order, the claims in this Action and the Released Class Claims of each Settlement Class Member against Defendants, and against any and all of the Released Parties as defined in the Settlement Agreement, are fully, finally, and forever released, relinquished and discharged pursuant to the terms of the Settlement Agreement to the maximum extent permitted by law.

17. Upon entry of this Final Approval Order, all Settlement Class Members are hereby forever barred and enjoined from prosecuting or seeking to reopen any of the Released Class Claims against any of the Released Parties as defined in the Settlement Agreement to the maximum extent permitted by law. .

18. Upon entry of this Final Approval Order, the Released PAGA Claims of each PAGA Worker against Defendant, and against any and all of the Released Parties as defined in the Settlement Agreement, are fully, finally, and forever released, relinquished and discharged pursuant to the terms of the Settlement Agreement.

19. Upon entry of the Final Approval Order. all PAGA Workers are permanently enjoined from pursuing or seeking to reopen any of the Released PAGA Claims against any of the Released Parties as defined in the Settlement Agreement to the maximum extent permitted by law.

20. Each Settlement Class Member of the Class and each PAGA Worker is bound by this Final Approval Order and the Judgment, including, without limitation, the release of claims as set forth in the Settlement Agreement.

21. This Final Approval Order, the Judgment, the Preliminary Approval Order, the Settlement Agreement, and all papers related thereto, are not, and shall not be construed to be, an admission by Defendant or any Released Party of any liability, claim or wrongdoing

1 whatsoever, and shall not be offered as evidence of any such liability, claim or wrongdoing
2 in this Action or in any other proceeding. The Judgment, Settlement, the Preliminary
3 Approval, and this Final Approval Order shall have no impact on the validity or
4 enforceability of the arbitration agreement entered by the Class Members/PAGA Workers,
5 and the settlement shall not prejudice Defendant or the Released Parties from seeking to
6 enforce such arbitration agreements.

7 22. Without affecting the finality of this Final Approval Order and the Judgment, the Court
8 reserves exclusive and continuing jurisdiction over the Action, Plaintiff, the Settlement
9 Class, the PAGA Workers, and Defendant for the purposes of supervising the
10 implementation, enforcement, construction, and interpretation of the Settlement
11 Agreement, the Preliminary Approval Order, distribution of the Individual Settlement
12 Payments, PAGA Worker Payments, and award of attorney's fees, costs, and expenses, the
13 Judgment, and this Final Approval Order.

14 **IT IS SO ORDERED.**

15
16 Dated: _____

Hon. Araceli Martinez-Olguin
U.S. District Court Judge

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10 *Attorneys for Plaintiff Alice Wilburg*

11 UNITED STATES DISTRICT COURT

12 NORTHERN DISTRICT OF CALIFORNIA

13 ALICE WILBURG, an individual, on behalf
of herself and all others similarly situated,

14 Plaintiff,

15 v.

16 IVUEIT, LLC, an Ohio limited liability
17 company; and DOES 1 through 20, inclusive,

18 Defendants.

CASE NO. 3:24-cv-02642-AMO

Hon. Araceli Martinez-Olguin

[PROPOSED] JUDGMENT

PURSUANT TO THE ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT ON _____ (“PRELIMINARY APPROVAL ORDER”) AND THE ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT ON _____ (THE “FINAL APPROVAL ORDER”), IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Class and PAGA Action Settlement Agreement and Release (the “Settlement Agreement”), attached hereto as Exhibit “1,” shall be incorporated into this Judgment as though all terms therein are set forth in full. The capitalized terms in this Judgment shall have the meanings set forth in the Settlement Agreement.

2. All class claims asserted in this Action are DISMISSED WITH PREJUDICE as to Plaintiff Alice Wilburg and the Settlement Class Members to the maximum extent permitted by law. The PAGA claims asserted in this Action shall be dismissed with prejudice as to Plaintiff Alice Wilburg, the State of California and all PAGA Workers. Except as set forth in the Settlement Agreement and the Final Approval Order, each party is to bear her/its own attorneys' fees and costs. All Settlement Class Members are permanently enjoined from pursuing or seeking to reopen, any of the Released Class Claims, as defined in the Settlement Agreement to the maximum extent permitted by law. All PAGA Workers are permanently enjoined from pursuing or seeking to reopen, any of the Released PAGA Claims, as defined in the Settlement Agreement to the maximum extent permitted by law.

3. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties, including all Class Members and PAGA Workers for purposes of supervising, administering, implementing, enforcing, and interpreting the Settlement Agreement, the Preliminary Approval Order and the Final Approval Order, and this Judgment.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____

Hon. Araceli Martinez-Olguin
U.S. District Court Judge

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