



PETER R. DION-KINDEM (SBN 95267)
THE DION-KINDEM LAW FIRM
PETER R. DION-KINDEM, P. C.

3856 Davids Road, Agoura Hills, CA 91301
Telephone: (818) 883-4900
Email: peter@dionkindemlaw.com

LONNIE C. BLANCHARD III (SBN 93530)
THE BLANCHARD LAW GROUP, APC
177 East Colorado Boulevard, Suite 200
Pasadena, California 91105
Telephone: (213) 599-8255
Email: lonnieblanchard@gmail.com

Attorneys for Plaintiff JACQUELYN WEITZ

Karin M. Cogbill (State Bar No. 244606)
Diana Han (State Bar No. 340109)
JACKSON LEWIS P.C.
160 W. Santa Clara St., Ste. 400
San Jose, Ca 95113
Telephone: (408) 579-0404
Facsimile: (408) 454-0290
E-mail: Karin.Cogbill@jacksonlewis.com
Diana.Han@jacksonlewis.com

Attorneys for Defendant TAKELESSONS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

JACQUELYN WEITZ, on behalf of the State
of California pursuant to the Private Attorneys
General Act,

Plaintiff,

vs.

TAKELESSONS, INC., and DOES 1 through
10,

Defendants.

Case No.: 37-2024-00007416-CU-OE-
CTL

PAGA SETTLEMENT AGREEMENT

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1 This PAGA Settlement Agreement (Agreement) is made by and between plaintiff
2 Jacquelyn Weitz (Plaintiff) and TakeLessons, Inc. (Defendant or TakeLessons). The Agreement
3 refers to Plaintiff and TakeLessons as Parties or individually as a Party.

4 **I. DEFINITIONS**

5 **A. Action**

6 Plaintiff's PAGA lawsuit alleging wage and hour violations against TakeLessons captioned
7 *Weitz v. TakeLessons, Inc.*, Case No. 37-2024-00007416-CU-OE-CTL pending in the Superior
8 Court of the State of California, County of San Diego filed on February 15, 2024.

9 **B. Administrator**

10 APEX Class Action Administration ("APEX"), the neutral entity the Parties have agreed
11 to appoint to administer the Settlement.

12 **C. Administration Expenses Payment**

13 An amount not to exceed \$10,000, which the Administrator will be paid from the Gross
14 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
15 Administrator's not to exceed bid.

16 **D. Approval Order**

17 The proposed Award approving the PAGA Settlement by the Court.

18 **E. Court**

19 The Superior Court of California, County of San Diego.

20 **A. Defendant**

21 Defendant TakeLessons, Inc.

22 **F. Defense Counsel**

23 Karin M. Cogbill and Diana Han of Jackson Lewis P.C.

24 **G. Effective Date**

25 The first date on which all the following events have occurred:

- 26 i. Entry by the Court of the Final Order and Judgment consistent with the terms of
27 the Agreement, including appointment of the Settlement Administrator;
28

- 1 ii. Submission by PAGA Counsel of both this Agreement and the Final Order and
2 Judgment to the LWDA in accordance with California Labor Code section 2699(l)
3 as stated prior to the 2024 amendment of the PAGA; and
4 iii. The occurrence of the Effective Date of the Judgment, which shall be deemed to be
5 the last to occur of the following:
6 a. If an appeal or other review is sought from the Final Order and Judgment, the
7 next day after the Final Order and Judgment is affirmed or the appeal or other
8 review is dismissed or denied and the Judgment is no longer subject to judicial
9 review or other challenge; or
10 b. If an appeal or other review is not sought from the Final Order and Judgment,
11 the sixty-fifth (65th) calendar day after the Final Order and Judgment is signed
12 and entered by the Court.

13 **H. Gross Settlement Amount**

14 The amount of \$1,350,000 which is the total amount TakeLessons agrees to pay under the
15 Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the
16 LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses
17 Payment, the Administrator's Expenses Payment, and the Plaintiff Individual Payment.

18 **I. Individual PAGA Payment**

19 The PAGA Group Member's pro rata share of 25% of the PAGA Penalties calculated
20 according to the gross earnings received by the PAGA Group Member during the PAGA Period.

21 **J. Judgment**

22 The Order and Judgment entered by the Court approving the Settlement.

23 **K. LWDA**

24 The California Labor and Workforce Development Agency.

25 **L. LWDA PAGA Payment**

26 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699(i) as stated
27 prior to the 2024 amendment of the PAGA.
28

1 **M. Net Settlement Amount**

2 The Gross Settlement Amount, less the following payments in the amounts approved by
3 the Court: Plaintiff's Individual Payment, PAGA Counsel Fees Payment, PAGA Counsel
4 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is the
5 Net Settlement, or the PAGA Penalties to be paid to the LWDA and PAGA Group Members as
6 set forth herein.

7 **N. PAGA Counsel**

8 Peter R. Dion-Kindem of Peter R. Dion-Kindem, P.C., Lonnie C. Blanchard III of the
9 Blanchard Law Group, APC, and Jeffry D. Holmes of the Holmes Law Group, APC, the attorneys
10 representing the Plaintiff in the Action.

11 **O. PAGA Counsel Attorney's Fees Payment and PAGA Counsel Litigation
Expenses Payment**

12 The amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees
13 and expenses, respectively, incurred to prosecute the Action.

14 **P. PAGA Group Member**

15 This Settlement covers all persons who were or are engaged as Providers and for whom
16 TakeLessons has, through its records, identified as a Provider with a known California address
17 who received at least one payment during the PAGA Period.

18 **Q. PAGA Group Member Data**

19 PAGA Group Member identifying information in TakeLessons' possession including the
20 PAGA Group Member's name, last-known mailing address, Social Security or Tax ID number,
21 the number of PAGA Pay Dates, and the amount of payments made during the PAGA Period. If
22 TakeLessons does not have a mailing address and/or Social Security or Tax ID number for a PAGA
23 Group Member, the Administrator shall make its best efforts to obtain that information from the
24 PAGA Group Member as set forth in Section III(B) below.

25 **R. PAGA Group Member Address Search**

26 The Administrator's investigation and search for current PAGA Group Member mailing
27 addresses using all reasonably available sources, methods and means including, but not limited to,
28

1 the National Change of Address database, skip traces and direct contact by the Administrator with
2 PAGA Group Members.

3 **S. PAGA Pay Date**

4 Any date on which a PAGA Group Member received a payment from Defendant during the
5 PAGA Period.

6 **T. PAGA Payments**

7 The cumulative total of payments made to a PAGA Group Member during the PAGA
8 Period.

9 **U. PAGA Period**

10 The period from February 14, 2023 to the date the Court approves this Settlement.

11 **V. PAGA**

12 The Private Attorneys General Act (Lab. Code, § 2698. *et seq.*).

13 **W. PAGA Notice**

14 Plaintiff's February 14, 2024 letter to TakeLessons and the LWDA providing notice
15 pursuant to Labor Code section 2699.3, subdivision (a).

16 **X. PAGA Penalties**

17 The total amount of PAGA civil penalties to be paid from the Gross Settlement Amount,
18 allocated 25% to the PAGA Group Members and 75% to LWDA in settlement of the PAGA claims.

19 **Y. Plaintiff**

20 Jacquelyn Weitz, the named plaintiff in the Action.

21 **Z. Plaintiff Individual Payment**

22 The payment of \$10,000 paid from the Gross Settlement to Plaintiff in return for Plaintiff's
23 general release as set forth below.

24 **AA. Released PAGA Claims**

25 The claims being released by the Plaintiff as described in Paragraph IV below.

26 **BB. Released Parties**

27 (i) Defendant; (ii) Defendant's past and present direct and indirect parents; (iii) the
28 respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing;
and (iv) the past and present shareholders, directors, officers, agents, employees, attorneys,
insurers, members, partners, managers, contractors, agents, consultants, representatives,

1 administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any
2 of the foregoing.

3 **CC. Settlement**

4 The disposition of the Action effected by this Agreement.

5 **II. RECITALS**

6 A. On February 14, 2024, pursuant to Labor Code section 2699.3, subdivision (a),
7 Plaintiff served TakeLessons and the LWDA with the PAGA Notice.

8 B. On February 15, 2024, Plaintiff commenced the Action by filing a Complaint
9 against TakeLessons alleging causes of action against TakeLessons for violation of the PAGA,
10 and on April 22, 2024, Plaintiff filed a First Amended Complaint (collectively referred to as the
11 Complaint).

12 C. TakeLessons denies the allegations in the PAGA Notice and the Complaint, denies
13 any failure to comply with the laws identified in the Notice and Complaint, and denies all liability
14 for the causes of action alleged.

15 D. On August 21, 2024, the Parties participated in an all-day mediation presided over
16 by Scott Markus, which led to this Agreement to settle the Action. Prior to the mediation, Plaintiff
17 obtained through formal discovery and conversations with opposing counsel data and documents
18 from TakeLessons relating to its policies, procedures, records, and data regarding the services
19 provided by Providers.

20 E. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware
21 of any other pending matter or action asserting claims that will be extinguished or affected by the
22 Settlement.

23 **III. MONETARY TERMS**

24 **A. Gross Settlement Amount**

25 TakeLessons promises to pay \$1,350,000 adjusted in paragraph B as the Gross Settlement
26 Amount. TakeLessons has no obligation to pay the Gross Settlement Amount prior to the deadline
27 stated in Paragraph IV(C) of this Agreement.
28

1 The Administrator will disburse the entire Gross Settlement Amount without asking or
2 requiring PAGA Group Members to submit any claim as a condition of payment. None of the
3 Gross Settlement Amount will revert to TakeLessons.

4 **B. Adjustment to Gross Settlement Amount**

5 The \$1,350,000 amount may be adjusted pursuant to the following terms. The \$1,350,000
6 amount is based on Defendant's representation that there were 19,660 unique PAGA Pay Dates
7 for 540 PAGA Group Members for the period from February 17, 2023 through August 2, 2024. In
8 a declaration under penalty of perjury, Defendant will confirm the number of PAGA Pay Dates for
9 the PAGA Group Members during the PAGA Period. If the total PAGA Pay Dates of the PAGA
10 Group Member for the PAGA Period increases, the Gross Settlement will be increased by \$68.66
11 (\$1,350,000 / 19,660) for each additional PAGA Pay Date.

12 **C. Payments from the Gross Settlement Amount**

13 The Administrator will make and deduct the following payments from the Gross Settlement
14 Amount in the amounts specified by the Court in the Final Approval:

15 **1. To Plaintiff**

16 Plaintiff has individual claims against TakeLessons. In consideration of Plaintiff's general
17 release, the Parties agree that \$10,000 of the Gross Settlement Payment shall be paid to Plaintiff.
18 The Administrator will send Plaintiff an IRS 1099 Form for this payment. Plaintiff assumes full
19 responsibility and liability for taxes owed on this payment, and TakeLessons shall have no
20 responsibility or liability for any taxes owed as a result of any payments made pursuant to this
21 Agreement.

22 **2. To PAGA Counsel**

23 A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement
24 Amount in the amount of \$450,000 and PAGA Counsel Litigation Expenses Payment for expenses
25 documented by PAGA Counsel. TakeLessons will not oppose a request for Court approval of such
26 payments.

27 If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation
28 Expenses Payment less than the amounts requested, the Administrator will allocate the remainder

1 to the Net Settlement Amount. PAGA Counsel agrees that whatever amount is approved by the
2 Court is not subject to appeal by Plaintiff of PAGA Counsel.

3 Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel
4 arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel
5 Litigation Expenses Payment.

6 The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel
7 Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility
8 and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation
9 Expenses Payment, and TakeLessons shall have no responsibility or liability for any taxes owed
10 as a result of any payments made pursuant to this Agreement.

11 The PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall
12 be all Plaintiff and PAGA Counsel shall recover against Defendant in connection with this Action.

13 **3. To the Administrator**

14 An Administrator Expenses Payment not to exceed \$10,000 and as approved by the Court
15 shall be paid from the Gross Settlement Amount. If the approved Administration Expenses are less
16 than \$10,000, the Administrator will retain the remainder in the Net Settlement Amount.

17 **4. To the LWDA and PAGA Group Members**

18 PAGA Penalties shall be the amount of the Net Settlement Amount, and 75% shall be
19 allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

20 The Administrator will calculate each Individual PAGA Payment by (a) dividing the
21 amount each PAGA Group Member received individually by the total amount of PAGA Payments
22 for all PAGA Group Members during the PAGA Period and (b) multiplying the individual PAGA
23 Group Member's percentage by the 25% share of the PAGA Penalties such that each PAGA Group
24 Member gets a prorated share of the 25% of the PAGA Penalties based on the amount of PAGA
25 Payments they received during the PAGA Period.

26 PAGA Group Members assume full responsibility and liability for any taxes owed on their
27 Individual PAGA Payment and TakeLessons shall have no responsibility or liability for any taxes
28

owed as a result of any payments made pursuant to this Agreement. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

IV. SETTLEMENT FUNDING AND PAYMENTS

A. PAGA Group Member Pay Dates

Based on a review of its business records, TakeLessons represents that there are 540 PAGA Group Members who were paid a total of 19,660 unique PAGA Pay Dates from February 17, 2023 through August 2, 2024.

B. PAGA Group Member Data

Within 28 days of the Court's approval of the Settlement, TakeLessons will deliver the PAGA Group Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Group Members' privacy rights, the Administrator must maintain the PAGA Group Member Data in confidence, use the PAGA Group Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Group Member Data to Administrator employees who need access to the PAGA Group Member Data to effect and perform under this Agreement.

Without any extension of the deadline by which TakeLessons must send the PAGA Group Member Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Group Member Data.

If TakeLessons has a mailing address and Social Security number for a PAGA Group Member sufficient to allow the Administrator to issue the individual their Individual PAGA Payment, then the Administrator will mail the PAGA Group Member a letter in format of Exhibit A, along with their Individual PAGA Payment.

If TakeLessons has a mailing address, but no Social Security number for a PAGA Group Member sufficient to allow the Administrator to issue the individual their Individual PAGA Payment, then the Administrator will mail and email the PAGA Group Member a letter in format of Exhibit B informing the PAGA Group Member that he or she needs to provide the necessary tax information to receive their Individual PAGA Payment.

1 If TakeLessons does not have a mailing address for a PAGA Group Member, then the
2 Administrator will e-mail the PAGA Group Member a letter in format of Exhibit B informing the
3 PAGA Group Member that he or she needs to provide the necessary mailing address and tax
4 information to receive their Individual PAGA Payment.

5 PAGA Group Members shall be given 45 days to provide the missing information to the
6 Administrator. If a PAGA Group Member fails to provide the missing information, their Individual
7 PAGA Payment shall be treated as an uncashed check.

8 **C. Funding of Gross Settlement Amount**

9 Defendant shall fund the Gross Settlement Amount within 30 days after the Effective Date.

10 **D. Payments from the Gross Settlement Amount**

11 Within seven days after TakeLessons funds the Gross Settlement Amount, the
12 Administrator will mail checks (or wire if requested by PAGA Counsel for the PAGA Counsel
13 Attorney's Fees and Expenses Payments) for: all Individual PAGA Payments with completed
14 address and tax information, the LWDA PAGA Payment, the Administration Expenses Payment,
15 the PAGA Counsel Attorney's Fees and Expenses Payments, and Plaintiff's Individual Payment.
16 All remaining Individual PAGA Payments will be mailed within 7 days of receipt by the
17 Administrator of all missing information.

18 The Administrator will issue checks for the Individual PAGA Payments and send them to
19 the PAGA Group Members via First Class U.S. Mail, postage prepaid. The face of each check
20 shall prominently state the date (not less than 180 days after the date of mailing) when the check
21 will be voided. The Administrator will cancel all checks not cashed by the void date. Before
22 mailing any checks, the Settlement Administrator must update the recipients' mailing addresses
23 using the National Change of Address Database. The Administrator must conduct an PAGA Group
24 Member Address Search for all PAGA Group Members whose checks are returned undelivered
25 without USPS forwarding address.

26 Within seven days of receiving a returned check, the Administrator must re-mail checks to
27 the USPS forwarding address provided or to an address ascertained through the PAGA Group
28

1 Member Address Search. The Administrator need not take further steps to deliver checks to PAGA
2 Group Members whose re- mailed checks are returned as undelivered.

3 The Administrator shall promptly send a replacement check to any PAGA Group Member
4 whose original check was lost or misplaced, requested by the PAGA Group Member prior to the
5 void date. For any PAGA Group Member whose Individual PAGA Payment check is uncashed
6 and cancelled after the void date, the Administrator shall transmit the funds represented by such
7 checks to the *cy pres* beneficiary The Katherine and George Alexander Community Law Center.

8 The payment of Individual PAGA Payments shall not obligate TakeLessons to confer any
9 additional benefits or make any additional payments to the PAGA Group Members (such as 401(k)
10 contributions or bonuses) beyond those specified in this Agreement.

11 **V. RELEASES OF CLAIMS**

12 Effective on the date when TakeLessons fully funds the entire Gross Settlement Amount,
13 the following claims shall be deemed released against all Released Parties as follows:

14 **A. Plaintiff's Release**

15 Subject to the terms and conditions of this Agreement, Plaintiff, on behalf of Plaintiff and
16 Plaintiff's executors, legatees, devisees, administrators, subcontractors, employees, successors and
17 assigns, specifically releases any and all past, present and future claims, demands, actions, suits,
18 causes of action, obligations, damages, rights or liabilities, of any nature, kind or description
19 whatsoever, regardless of the legal or equitable theory, that Plaintiff has or may have against any
20 of the Released Parties which arise or arose at any point from the beginning of time through, up
21 to, and including the date Plaintiff executes this Agreement, including without limitation all
22 assigned and derivative claims, whether known or unknown, asserted or unasserted, foreseen or
23 unforeseen, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, apparent
24 or unapparent, pursuant to any theory of recovery, including whether based in tort, contract, statute,
25 common law, public policy, or other legal theory, and including unknown claims covered by
26 California Civil Code Section 1542 and/or any other applicable state or local law equivalents.
27 Plaintiff's released claims include, but are not limited to, any claims against TakeLessons or any
28 of the other Released Parties arising directly or indirectly, out of, relating to, or in any way

1 connected to any alleged act, omission, misconduct, misrepresentation, transmission, breach,
2 breach of contract, or occurrence by, and all Released Claims against TakeLessons or any other
3 Released Parties. The claims released by Plaintiff includes, but are not limited to, claims under the
4 Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*; claims relating to any screening conducted
5 by TakeLessons or any other Released Parties pertaining to background screening, including under
6 the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.*, and any state analogues; any express or
7 implied agreements between Plaintiff and any Released Parties; claims under any law pertaining
8 to employment, wrongful termination, wage statement and recordkeeping violations, or any other
9 perquisites of employment; claims under any other federal, state, county, city, or local law,
10 ordinance, rule, or regulation regarding employment, wages or compensation (and all of their
11 implementing regulations and interpretive guidelines), including but not limited to (i) any claims
12 under the National Labor Relations Act; (ii) any claims for employee benefits under any state or
13 federal law, including without limitation; (iii) any claims under the Employee Retirement Income
14 Security Act of 1974, 29 U.S.C. §§ 1001 *et seq.*; (iv) any claims under the PAGA; (v) any claims
15 under the California Business and Professions, Civil, Government and/or Labor Code; (vi) any
16 claims under any applicable California Industrial Welfare Commission Wage Orders, all as
17 amended; and (vii) any claims on the basis of discrimination, harassment or retaliation under any
18 state, federal, or local law, including without limitation, (a) Title VII of the Civil Rights Act of
19 1964, 42 U.S.C. §§ 2000 *et seq.*, (b) the Civil Rights Act of 1866, 42 U.S.C. § 1981, (c) the Civil
20 Rights Act of 1991, (d) the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, (e) the
21 Family and Medical Leave Act of 1993, (f) the California Fair Employment and Housing Act,
22 (g) the California Family Rights Act, (h) the Americans with Disabilities Act, and (i) any other
23 federal, state or local ordinances, all as amended. The claims released by Plaintiff further includes,
24 but is not limited to, any claims and causes of action of whatever kind or character, in tort or
25 contract, statutory or otherwise, for legal or equitable relief, any other claims for any form of
26 damages or relief, including liquidated damages, and claims for restitution, statutory or other
27 penalties, punitive damages, equitable relief, litigation costs, interest, attorneys' fees, or any other
28 form of relief. However, this release shall not apply to claims for workers' compensation benefits,

1 unemployment insurance benefits, pension or retirement benefits or any other claim or right that
2 as a matter of law cannot be waived or released. Plaintiff shall be deemed to have, and by operation
3 of the Court's Confirmation Order and Judgment shall have, expressly waived and relinquished to
4 the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the
5 California Civil Code, or any other similar provision under federal or state law that purports to
6 limit the scope of a general release. Plaintiff, for himself, has read Section 1542 of the Civil Code
7 of the State of California, which provides as follows:

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

14 Plaintiff understands that Section 1542 gives Plaintiff the right not to release existing
15 claims of which she is not now aware unless Plaintiff voluntarily chooses to waive this right.
16 Having been so apprised, Plaintiff nevertheless voluntarily waives the rights described in Section
17 1542, and elects to assume all risks for claims that now exist in his favor, known or unknown.

18 Notwithstanding this General Release by Plaintiff, nothing in this Agreement is intended
19 to waive claims (a) for unemployment or workers' compensation benefits, (b) for vested rights
20 under ERISA-covered benefit plans as applicable on the date Plaintiff signs this Agreement, (c)
21 that may arise after Plaintiff signs this Agreement, or (d) which cannot be released by private
22 agreement. In addition, nothing in this Agreement including but not limited to the
23 acknowledgments, release of claims, proprietary information, return of property, confidentiality,
24 cooperation, and non-disparagement provisions, (e) prevents Plaintiff from discussing or
25 disclosing information about unlawful acts in the workplace, such as harassment or discrimination
26 or any other conduct that you have reason to believe is unlawful or waives Plaintiff's right to testify
27 in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or
28 alleged sexual harassment on the part of Defendant, or on the part of the agents of Defendant,
when Plaintiff has been required or requested to attend such a proceeding pursuant to a court order,

1 subpoena, or written request from an administrative agency or the legislature, (f) limits or affects
2 Plaintiff's right to challenge the validity of this Agreement under the ADEA or the OWBPA, (g)
3 prevent Plaintiff from communicating with, filing a charge or complaint with; providing
4 documents or information voluntarily or in response to a subpoena or other information request to;
5 or from participating in an investigation or proceeding conducted by the Equal Employment
6 Opportunity Commission, National Labor Relations Board, the Securities and Exchange
7 Commission, law enforcement, or any other any federal, state or local agency charged with the
8 enforcement of any laws, or from responding to a subpoena or discovery request in court litigation
9 or arbitration, or (h) limit Plaintiff from exercising rights under Section 7 of the NLRA or similar
10 state law to engage in protected, concerted activity with other person, although by signing this
11 Agreement Plaintiff is waiving rights to individual relief (including backpay, front pay,
12 reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other
13 proceeding brought by Plaintiff or on Plaintiff's behalf by any third party, except for any right
14 Plaintiff may have to receive a payment or award from a government agency (and not Defendant)
15 for information provided to the government agency or otherwise where prohibited. Further,
16 notwithstanding the confidentiality and non-disclosure obligations in this Agreement and
17 otherwise, Plaintiff understands that as provided by the Federal Defend Trade Secrets Act, Plaintiff
18 will not be held criminally or civilly liable under any federal or state trade secret law for the
19 disclosure of a trade secret made: (1) in confidence to a federal, state, or local government official,
20 either directly or indirectly, or to an attorney, and solely for the purpose of reporting or
21 investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit
22 or other proceeding, if such filing is made under seal.

23 **B. Release by the State of California and PAGA Group Members**

24 Subject to the terms and conditions of this Agreement, upon approval of the Settlement by
25 the Court, Plaintiff, in her individual capacity and on behalf of all PAGA Group Members and the
26 State of California, shall completely release and discharge on behalf of themselves, and their
27 respective former and present representatives, agents, attorneys, heirs, administrators, successors
28 and assigns, the Released Parties of the claims for PAGA penalties that Plaintiff alleged against

1 the Released Parties based on the facts stated in the Complaint and in PAGA Notice, including (i)
2 all PAGA claims seeking civil penalties premised upon California Labor Code sections 201, 202,
3 203, 204, 210, 221, 226, 226.3, 226.7, 226.8, 246, 256, 432.5, 510, 512, 558, 1174, 1174.5, 1194,
4 1197, 1197.1, 1198, 1198.5, 2802, 2810.5, and California Industrial Commission Wage Orders,
5 and (ii) all other claims for civil penalties recoverable under the PAGA, California Labor Code
6 sections 2698 *et seq.*, based on the facts or claims alleged in the Complaint or in the PAGA Notice
7 at any time during the Settlement Period.

8 **VI. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT**

9 The Parties agree to jointly apply for approval of this Settlement by the Court.

10 **A. Parties to Seek Approval from the Court.**

11 The Parties will prepare a motion or stipulation seeking approval from the Court of this
12 Agreement in accordance with this Agreement. Nothing in the Court's Order shall suggest or
13 indicate that TakeLessons engaged in misclassification, willful misclassification or otherwise
14 violated any provision of California law, including the Labor Code, but such Order shall indicate
15 that the terms set out in this Agreement are fair, reasonable, and adequate and in the best interests
16 of the Parties and all PAGA Group Members and that the Agreement is a reasonable compromise
17 of disputed allegations.

18 **B. Plaintiff's and PAGA Counsel's Responsibilities**

19 PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for
20 obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including
21 (i) a draft proposed Award Order Granting Approval of PAGA Settlement; (ii) a signed declaration
22 from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA
23 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
24 Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); and
25 (iii) all facts relevant to any actual or potential conflict of interest with PAGA Group Members
26 and/or the Administrator.

1 In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any
2 other pending matter or action asserting claims that will be extinguished or adversely affected by
3 the Settlement.

4 **C. Responsibilities of PAGA Counsel and Defense Counsel**

5 PAGA Counsel and Defense Counsel are jointly responsible for expeditiously applying for
6 an Order approving this Settlement and, if necessary, obtaining a prompt hearing date and
7 appearing before the Court to advocate in favor of the application.

8 **D. Duty to Cooperate**

9 If the Parties disagree on any aspect of the proposed application or motion for approval of
10 this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense
11 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by
12 telephone and in good faith to resolve the disagreement.

13 If the Court does not approve this Settlement or conditions its approval on any material
14 change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together
15 on behalf of the Parties by meeting in person or by telephone and in good faith to modify the
16 Agreement and otherwise satisfy the Court's concerns.

17 **E. Stay of Further Proceedings**

18 To effectuate the terms of the Settlement, the Parties agree all formal-and informal
19 discovery and other proceedings shall be stayed pending Court approval of the Settlement. The
20 Parties also agree to notify the Court of the Settlement through a Notice of Proposed
21 Representative Action Settlement; and to request that all current court deadlines be continued
22 pending approval of the Settlement. Plaintiff's counsel further agrees not to initiate any written or
23 oral communication with any PAGA Group Member other than Plaintiff, except as necessary to
24 effectuate the approval of the Settlement. The Parties further agree that upon the signing of this
25 Agreement and pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a
26 case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement
27 process.
28

1 **VII. SETTLEMENT ADMINISTRATION**

2 The Parties have jointly selected APEX to serve as the Administrator and verified that, as
3 a condition of appointment, it agrees to be bound by this Agreement and to perform, as a fiduciary,
4 all duties specified in this Agreement in exchange for payment of Administration Expenses.

5 The Parties and their Counsel represent that they have no interest or relationship, financial
6 or otherwise, with the Administrator other than a professional relationship arising out of prior
7 experiences administering settlements.

8 The Administrator shall have and use its own Employer Identification Number for purposes
9 of providing reports to state and federal tax authorities.

10 The Administrator shall establish a settlement fund that meets the requirements of a
11 Qualified Settlement Fund (QSF) under US Treasury Regulation section 468B-1.

12 The Administrator has a duty to perform or observe all tasks to be performed or observed
13 by the Administrator contained in this Agreement or otherwise.

14 **VIII. CONTINUING JURISDICTION OF THE COURT**

15 The Parties agree that after the Court Order approving this Settlement, the Court will retain
16 jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this
17 Agreement, (ii) addressing settlement administration matters and (iii) addressing such post-
18 approval matters as are permitted by law.

19 **IX. WAIVER OF RIGHT TO APPEAL**

20 Provided the Court's Order is consistent with its terms and conditions, specifically
21 including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the
22 Parties and their respective counsel waive all rights to appeal from any Court order approving the
23 Settlement, including all rights to post-approval and appellate proceedings, the right to file motions
24 to vacate approval, motions for new trial, extraordinary writs and appeals. The waiver of appeal
25 does not include any waiver of the right to oppose such motions, writs, or appeals.

26 If another party appeals the Order, the Parties' obligations to perform under this Agreement
27 will be suspended until such time as the appeal is finally resolved and the Order becomes final,
28 except as to matters that do not affect the amount of the Net Settlement Amount.

1 **X. ADDITIONAL PROVISIONS**

2 **A. No Admission of Liability or Representative Manageability for Other**
3 **Purposes**

4 Nothing in this Agreement shall be construed to be an admission by Plaintiff that her claims
5 do not have merit or by Released Parties of any liability or wrongdoing as to Plaintiff, any PAGA
6 Group Member, or any other person, or that Plaintiff or any PAGA Group Member was or is
7 misclassified as an independent contractor, and Released Parties specifically disclaim any such
8 liability or wrongdoing. TakeLessons contends that all PAGA Group Members were and are
9 properly treated as independent contractors and otherwise compensated in compliance with the
10 law, and that TakeLessons's conduct was not willful with respect to any alleged failure to pay any
11 wages or penalties. TakeLessons has denied, and continues to deny, each of the claims and
12 contentions alleged in the Action. TakeLessons has asserted and continues to assert defenses
13 thereto and has expressly denied and continues to deny any wrongdoing or legal liability arising
14 out of any of the facts or conduct alleged in the Action. The Parties have entered into this
15 Settlement Agreement with the intention to avoid further disputes and litigation with the attendant
16 inconvenience, expenses, and risks. Neither this Agreement, nor any action taken to carry out the
17 terms of this Agreement, shall ever be construed as, offered, admitted, received, or deemed to be
18 evidence in any civil, criminal, administrative, or other proceeding against TakeLessons or any of
19 the other Released Parties, or may be used as an admission, concession, or indication by or against
20 TakeLessons or any of the other Released Parties of any fault, wrongdoing, or liability whatsoever.

21 Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor
22 any statements, discussions, or communications, nor any materials prepared, exchanged, issued,
23 or used during the course of the negotiations leading to this Agreement, is intended by the Parties
24 to constitute, nor will any of the foregoing constitute, be introduced, be used, or be admissible in
25 any way in the Action or any other judicial, arbitral, administrative, investigative, or other forum
26 or proceeding, is evidence of any violation of any federal, state, or local law, statute, ordinance,
27 regulation, rule, or executive order, or any obligation or duty at law or in equity, by TakeLessons
28 or any other Released Party. The Parties themselves agree not to introduce, use, or admit this
Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative,

1 investigative, or other forum or proceeding, as purported evidence of any violation of any federal,
2 state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty
3 at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may
4 be used in any proceeding before any court that has as its purpose the interpretation,
5 implementation, or enforcement of this Agreement or any orders of the Court entered in connection
6 with the Agreement.

7 None of the documents produced or created by TakeLessons or any other Released Party,
8 Plaintiff, or any PAGA Group Member in connection with the claims procedures or claims
9 resolution procedures constitute, and they are not intended to constitute, an admission by
10 TakeLessons or any other Released Party of any violation of any federal, state, or local law, statute,
11 ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity, nor
12 may they be introduced or otherwise used in any other judicial, arbitral, administrative,
13 investigative, or other forum or proceeding, as purported evidence of any violation of any federal,
14 state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty
15 at law or in equity, or for any other purpose.

16 If for any reason the Court does not approve this Settlement, TakeLessons reserves all
17 available defenses to the claims in the Action, and Plaintiff reserves the right to contest
18 TakeLessons's defenses.

19 **B. No Publicity**

20 Plaintiff and Plaintiff's counsel agree that the terms of this Settlement, including, but not
21 limited to, the Gross Settlement Amount, the negotiations leading to the Settlement, and all
22 documents related to the Settlement, shall not be discussed with, publicized, or promoted to the
23 public prior to the Court approving this Settlement except as necessary to obtain court approval of
24 or to enforce the terms of this Settlement. Plaintiff and Plaintiff's counsel acknowledge that this
25 provision is a material term of this Agreement, and any breach will be considered a material breach
26 of the Agreement. Notwithstanding the foregoing, Plaintiff and Plaintiff's counsel may
27 communicate to the public in general only that "claims have been resolved by the Parties."
28

1 Furthermore, at no time hereafter shall Plaintiff or Plaintiff's counsel publicize or promote to the
2 public the Action or Settlement.

3 **C. Integrated Agreement**

4 Upon execution by all Parties and their counsel, this Agreement together with any attached
5 exhibits shall constitute the entire agreement between the Parties relating to the Settlement,
6 superseding all oral representations, warranties, covenants or inducements made to or by any Party.

7 **D. Attorney Authorization**

8 PAGA Counsel and Defense Counsel separately warrant and represent that they are
9 authorized by Plaintiff and TakeLessons, respectively, to take all appropriate action required or
10 permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to
11 execute any other documents reasonably required to effectuate the terms of this Agreement
12 including any amendments to this Agreement.

13 **E. Cooperation**

14 The Parties and their counsel will cooperate with each other and use their best efforts in
15 good faith to implement the Settlement by, among other things, modifying the Settlement
16 Agreement and submitting supplemental evidence and supplementing points and authorities as
17 requested by the Court. If the Parties are unable to agree upon the form or content of any document
18 necessary to implement the Settlement or on any modification of the Agreement that may become
19 necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the
20 Court for resolution.

21 **F. No Prior Assignments**

22 The Parties separately represent and warrant that they have not directly or indirectly
23 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
24 entity and portion of any liability, claim, demand, action, cause of action or right released and
25 discharged by the Party in this Settlement.

26 **G. No Tax Advice**

27 Neither Plaintiff, PAGA Counsel, TakeLessons, nor Defense Counsel are providing any
28 advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such

1 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
2 amended) or otherwise.

3 **H. Modification of Agreement**

4 This Agreement and all parts of it may be amended, modified, changed or waived only by
5 an express written instrument signed by all Parties or their representatives and approved by the
6 Court.

7 **I. Agreement Binding on Successors**

8 This Agreement will be binding upon, and inure to the benefit of, the successors of each of
9 the Parties.

10 **J. Applicable Law**

11 All terms and conditions of this Agreement and any of its exhibits will be governed by and
12 interpreted according to the internal laws of the state of California, without regard to conflict of
13 law principles.

14 **K. Cooperation in Drafting**

15 The Parties have cooperated in the drafting and preparation of this Agreement. This
16 Agreement will not be construed against any Party on the basis that the Party was the drafter or
17 participated in the drafting.

18 **L. Confidentiality**

19 To the extent permitted by law, all agreements made and orders entered during the Action
20 and in this Agreement relating to the confidentiality of information shall survive the execution of
21 this Agreement.

22 **M. Use and Return of PAGA Group Member Data**

23 Information provided to PAGA Counsel pursuant to Evidence Code section 1152 and all
24 copies and summaries of the PAGA Data provided to PAGA Counsel by TakeLessons in
25 connection with the mediation, other settlement negotiations, or in connection with the Settlement,
26 may be used only with respect to this Settlement, and no other purpose, and may not be used in
27 any way that violates any existing contractual agreement, statute or California Rules of Court rule.

28 Not later than 90 days after the Administrator discharges its obligation to pay out of all
Settlement funds, Plaintiff shall destroy all paper and electronic versions of PAGA Group Member

1 Data received from TakeLessons unless, prior to the Administrator's payment of all Settlement
2 Funds, TakeLessons makes a written request to PAGA Counsel for the return, rather than the
3 destruction, of PAGA Group Member Data.

4 **N. Headings**

5 The descriptive heading of any section or paragraph of this Agreement is inserted for
6 convenience of reference only and does not constitute a part of this Agreement.

7 **O. Calendar Days**

8 Unless otherwise noted, all reference to days in this Agreement shall be to calendar days.
9 If any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such
10 date or deadline shall be on the first business day thereafter.

11 **P. Notice**

12 All notices, demands or other communications between the Parties in connection with this
13 Agreement will be in writing and deemed to have been duly given as of the third business day after
14 mailing by United States mail or the day sent by email or messenger addressed as follows:

15 **To Plaintiff:**

16 Peter R. Dion-Kindem
17 The Dion-Kindem Law Firm
18 Peter R. Dion-Kindem, P. C.
19 3856 Davids Road, Agoura Hills, CA 91301
20 Telephone: (818) 883-4900
21 Email: peter@dionkindemlaw.com

22 Lonnie C. Blanchard III (SBN 93530)
23 The Blanchard Law Group, APC
24 177 East Colorado Boulevard, Suite 200
25 Pasadena, California 91105
26 Telephone: (213) 599-8255
27 Email: lonnieblanchard@gmail.com

28 Jeff Holmes (SBN 100891)
Holmes Law Group, APC
2801 Ocean Park Blvd., #1035
Santa Monica, CA 90405
Telephone: 310-396-9045
Email: jeffholmesjh@gmail.com

To Take Lessons:

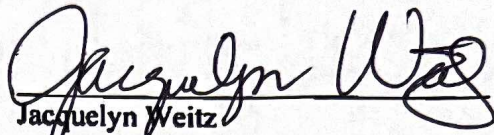
Karin M. Cogbill
Karin.cogbill@jacksonlewis.com
Diana Han
Diana.han@jacksonlewis.com
JACKSON LEWIS P.C.
160 W. Santa Clara St., Ste. 400
San Jose, CA 95113

Q. Execution in Counterparts

This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement

Signatures on following page

1 Dated: September 30, 2024


Jacquelyn Weitz

2
3 Dated: SEPT. 30, 2024


TakeLessons, Inc., by
CYNTHIA RANDALL
Its DEPUTY GENERAL COUNSEL

4
5
6
7
8 Approved as to Form and not as Parties to the Agreement:

9
10 Dated: September 30, 2024

THE DION-KINDEM LAW FIRM

11
12 By: Peter R. Dion-Kindem

13 Peter R. Dion-Kindem, P.C.
14 Peter R. Dion-Kindem
Attorneys for Jacquelyn Weitz

15 Dated: September 30, 2024

BLANCHARD LAW GROUP, APC

16
17 By: Lonnie C. Blanchard

18 Lonnie Blanchard III
19 Attorneys for Jacquelyn Weitz

20 Dated: September 30, 2024

JACKSON LEWIS P.C.

21
22 By: Karin Cogbill

23 Karin Cogbill
24 Attorneys for TakeLessons, LLC

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: PAGA Settlement Award from *Jacquelyn Weitz v. TakeLessons, Inc.*, Superior Court of the State of California, County of San Diego, Case No. 37-2024-00007416-CU-OE-CTL

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your share of the proceeds from the settlement of the claims brought under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) in the lawsuit entitled *Jacquelyn Weitz v. TakeLessons, Inc.*, Superior Court of the State of California, County of San Diego, Case No. 37-2024-00007416-CU-OE-CTL.

The lawsuit alleges that Defendant TakeLessons, Inc. (“Defendant”) is the employer of Plaintiff Jacquelyn Weitz and other persons who, like Plaintiff, provided or provide teaching services for remuneration to others using TakeLessons’ platform and that TakeLessons willfully misclassified Plaintiff and Providers in California as independent contractors rather than employees and violated other provisions of the Labor Code during the period from February 14, 2023 through [Approval Date] (the “PAGA Period”).

The lawsuit is now settled. The settlement is not an admission of liability by Defendant. To the contrary, Defendant has denied any liability or wrongdoing throughout the course of the litigation, and Defendant contends that it complied with all applicable laws and regulations with respect to the matters alleged in the lawsuit.

You are receiving the enclosed check because Defendant’s records reflect that you are an individual on whose behalf the PAGA claims were brought. The settlement has been approved by the Court, and no further action is required on your part. You should cash your check by [180 DAYS AFTER ISSUANCE], after which the check will be void and you will no longer be able to cash it. Whether or not you cash the check, you nonetheless remain bound by the PAGA Settlement, including the release of all Released PAGA Claims. Under governing law, you do not have a right to exclude yourself from or object to the PAGA Settlement.

The Court has not ruled on the merits of the lawsuit, but it has approved the settlement amount. The PAGA penalty portion of the settlement is paid 75% to the California Labor and Workforce Development Agency and the remaining 25% will be paid to providers such as you. The enclosed check is your share of the PAGA settlement payment.

If you have any questions, you can contact the settlement administrator, whose contact information is at the top of this letter. Please do not contact the Court for information about this settlement.

[Administrator]

Exhibit B

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: PAGA Settlement Award from *Jacquelyn Weitz v. TakeLessons, Inc.*, Superior Court of the State of California, County of San Diego, Case No. 37-2024-00007416-CU-OE-CTL

Dear <<FIRST_NAME>> <<LAST_NAME>>:

This letter is to advise you of your right to receive a payment from a recent settlement. This is your share of the proceeds from the settlement of the claims brought under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) in the lawsuit entitled *Jacquelyn Weitz v. TakeLessons, Inc.*, Superior Court of the State of California, County of San Diego, Case No. 37-2024-00007416-CU-OE-CTL.

Before your payment can be issued, you are required to complete a Form W-9, which you can do by _____ . This must be completed by _____ .

The lawsuit alleges that Defendant TakeLessons, Inc. (“Defendant”) is the employer of Plaintiff Jacquelyn Weitz and other persons who, like Plaintiff, provided or provide teaching services for remuneration to others using TakeLessons’ platform and that TakeLessons willfully misclassified Plaintiff and Providers in California as independent contractors rather than employees and violated other provisions of the Labor Code during the period from February 14, 2023 through [Approval Date] (the “PAGA Period”).

The lawsuit is now settled. The settlement is not an admission of liability by Defendant. To the contrary, Defendant has denied any liability or wrongdoing throughout the course of the litigation, and Defendant contends that it complied with all applicable laws and regulations with respect to the matters alleged in the lawsuit.

You are receiving this letter because Defendant’s records reflect that you are an individual on whose behalf the PAGA claims were brought. The settlement has been approved by the Court, **but additional information is needed from you before we can mail your check.** Whether or not you respond to this letter, you nonetheless remain bound by the PAGA Settlement, including the release of all Released PAGA Claims. Under governing law, you do not have a right to exclude yourself from or object to the PAGA Settlement.

The Court has not ruled on the merits of the lawsuit, but it has approved the settlement amount. The PAGA penalty portion of the settlement is paid 75% to the California Labor and Workforce Development Agency and the remaining 25% will be paid to providers such as you.

If you have any questions, you can contact the settlement administrator, whose contact information is at the top of this letter. Please do not contact the Court for information about this settlement.

[Administrator]