

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

Champagne v. Plannernet, Inc., Case Number 3:17-cv-02128-SK**NOTICE OF CLASS ACTION SETTLEMENT***The Court authorized this notice. This is not a solicitation from a lawyer.*

If you provided services to one or more clients of PLANNERNET, INC. at any time from April 17, 2013 to April 22, 2019, you could receive a payment from a proposed class action settlement.

- A proposed class action settlement (“Settlement”) has been reached in this case that resolves a lawsuit alleging that Defendant Plannernet, Inc. violated California employment laws.
- Defendant denies that it has done anything wrong and argues that it has complied with all laws. Defendant entered into this Settlement only to resolve this lawsuit.
- This Settlement is not a concession or admission by Plannernet with respect to any claim for fault, liability, or omission.
- The Court handling this case has preliminarily approved the Settlement. However, payments will be made only if the Court grants final approval of the Settlement.
- IF YOU HAVE ANY QUESTIONS AFTER READING THIS NOTICE, PLEASE CALL ATTORNEY RAMSEY HANAFI at (415) 504-3121 and indicate that you are calling about the Plannernet case.

1. If I decide to participate and want to receive the most money, what must I do?

You do not have to do anything to receive payment. The settlement of class wide claims under California laws automatically includes participants unless they affirmatively “opt out.” You do not have to file a claim form to receive payment.

2. Why did I get this Notice of Class Action Settlement (“Notice”)?

Plannernet’s records show that you provided services to one or more clients of Plannernet at some time from April 17, 2013 to April 22, 2019, as a Supplier or Meeting Manager. The lawsuit in the United States District Court, for the Northern District of California, is known as *Champagne v. Plannernet, Inc.*, case number 3:17-cv-02128-SK. Linda Champagne is the “Plaintiff.” The company she sued, Plannernet, Inc., is the “Defendant.” The judge assigned to oversee this action is the Honorable Sallie Kim (the “Court”).

The claims are brought as a class action. In this case, the Plaintiff is the “Class Representative” who filed this class action on behalf of herself and other suppliers or meeting managers who have similar claims. All of these suppliers or meeting managers together are a “Class” or “Class Members.” The Court will resolve the issues for all Class Members, except for those who exclude themselves from the Class.

3. Who is in the Settlement Class?

The Settlement Class is defined as follows:

All persons who performed onsite event services through the Plannernet platform for Plannernet’s clients in California at any time from April 17, 2013 through April 22, 2019, and who do not properly and timely opt out of the Settlement Class by requesting exclusion.

4. What are the claims in this lawsuit?

The claims allege that Defendant misclassified Suppliers or Meeting Managers as independent contractors instead of employees. As a result, Plaintiff alleges that Defendant failed to pay overtime compensation and regular wages; failed to provide adequate meal periods and rest breaks; failed to reimburse suppliers or meeting managers for work-related expenses; and violated other laws related to the alleged misclassification of Suppliers or Meeting Managers. Plaintiffs also allege they are entitled to other damages and penalties. Plannernet denies Plaintiff’s claims in their entirety and maintains that it has complied with all laws.

5. Why is there a Settlement?

After the parties exchanged extensive documents and information about this lawsuit, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken.

Defendant denies all of the legal claims in the case. The Class Representative and her lawyers think the Settlement is in the best interests of all Class Members.

6. Will I suffer any adverse consequences resulting from the Settlement?

No you will not. Your status with Plannernet will not be affected in any way regardless of your decision to participate, or not to participate, in this Settlement. Plannernet will not retaliate against you based upon your decision to participate, or not to participate, in the Settlement.

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the Settlement provide?

Under the terms of the Settlement, Plannernet agrees to pay a total settlement amount of \$440,000. The following amounts will be deducted from this total settlement fund if approved by the Court: Class attorney fees (not to exceed \$132,000 or 30% of the total settlement amount); Class attorneys' actual costs as approved by the Court (not to exceed \$7,900); an enhancement award to the Plaintiff for her service as the Class Representative (not to exceed \$8,500); a Private Attorney General Act ("PAGA") payment in the amount of \$7,500 to the California Labor and Workforce Development Agency; and the fees and expenses of the Settlement Administrator (approximately \$18,000).

Subtracting the Court-awarded deductions from the total settlement amount will result in a "Net Settlement Fund" of approximately \$266,100, which will be used for payments to those Class Members who participate in the Settlement. Defendants will fully fund the Settlement of \$440,000 within approximately twelve months from the date of October 23, 2019.

8. How much money will I get if I participate in the Settlement?

If you do not opt-out of the Settlement, you will be entitled to a payment of approximately **«TotalSettlementAmount»** ("Settlement Payment"). This payment is based on (a) reimbursement of Plannernet's \$50 application fee; (b) the number of events and length of events you worked at for Plannernet clients between April 17, 2013 and April 22, 2019 as a Supplier or Meeting Manager; and (c) whether you have an active contract with Plannernet. The payment also includes a pro rata share of penalties which Plaintiff alleges you may have been entitled to receive.

Records provided by Plannernet indicate that as of April 22, 2019 you **«HaveDoNotHave»** an active contract with Plannernet. Plannernet records used in calculating your settlement share indicate you provided on-site event services for the following numbers of events during the class period:

«Under4Hours» number of events less than 4 hours.

«FourtoEightHours» number of events between 4-8 hours.

«Over8Hours» number of events more than 8 hours.

You may dispute the amount of your Settlement Payment, by a written dispute and any supporting papers, which must be mailed to the Settlement Administrator and postmarked no later than **August 29, 2019**. **If you believe you worked more events than indicated above, please include records demonstrating that the total number of events you worked for any of the above categories.** Records should include event postings or notices of events showing the total hours required for the event, along with evidence that you worked at the event, such as copies of checks, invoices, post-event emails or surveys, or other pay records.

Plaintiff alleges that at these client events, class members: (1) were eligible for a meal period but were not provided with an adequate one; (2) were eligible for a rest break but were not provided with an adequate one; (3) were eligible for overtime pay, but were not paid at an overtime rate; and (4) were not reimbursed for their \$50 application fee. Plannernet disputes these allegations. As to business expenses, the Court did not certify for Class Settlement business expenses other than compensation for the \$50 application fee, due to the difficulty of proving these expenses on a class basis.

If you wish to remain in the Class, you will receive a Settlement Payment. You will be provided with a "1099-Misc" tax form for the payment.

HOW TO GET A PAYMENT OR EXCLUDE YOURSELF FROM THIS LAWSUIT**9. How do I get a payment?**

To receive a payment, you don't have to do anything. You will give up your right to make claims against Defendant regarding its alleged misclassification of Suppliers and Meetings Managers as independent contractors and Defendant's alleged failure to pay overtime compensation and regular wages; alleged failure to provide adequate meal periods and rest breaks; alleged failure to reimburse suppliers or meeting managers for work-related expenses; alleged failure to provide proper itemized pay stubs; alleged failure to pay waiting-time penalties to former employees; and for alleged PAGA violations.

If you choose to opt out of the Settlement Class, you will not receive a payment from the Settlement, but you keep all your rights to sue Defendant. The only way for you to retain your rights to sue Defendant involving the same claims in this case is to mail a valid opt-out letter to the Settlement Administrator postmarked no later than **August 29, 2019** (see Question #11).

10. When will I get a payment?

The Court will hold a Final Approval Hearing on September 23 at 9:30 a.m., and if the Settlement is approved by the Court, then the Settlement Payment will be sent to the address where you received this notice. If you would like to change the address where your Settlement Payment will be mailed, please contact the Settlement Administrator at:

Champagne v. Plannernet, Inc.
c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606
Tel. 1-888-269-0761

Checks will be mailed to participating settlement members if and after the Court grants "final approval" of the Settlement. If the Court approves the Settlement after the Final Approval Hearing, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient. If there are no appeals and the Court grants "final approval" of the Settlement, your payment will be sent in two separate checks, which will be sent out approximately in the third week of October 2019 and October 2020. If you have questions regarding when checks will be mailed, please contact the Settlement Administrator (contact information above) or Class Counsel (see Question # 15)

11. How do I exclude myself for the Settlement Class?

If you do not want to participate in the claims in the Settlement, you may be excluded (that is, you may "opt out") by sending a timely letter in writing to the Settlement Administrator. The letter must contain your name, address, telephone number and last 4 of your Social Security number, and state that you do not wish to participate in the Settlement in the matter of Champagne v. Plannernet, Inc., Case No. 3:17-cv-02128-SK (called a "Request for Exclusion"). The Request for Exclusion must be signed, dated, mailed by First Class U.S. Mail, or the equivalent, and postmarked no later than **August 29, 2019**, to:

Champagne v. Plannernet, Inc.
c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606
Tel. 1-888-269-0761

The Court will exclude any settlement class member who sends a complete and timely Request for Exclusion as described in the paragraph above. Requests for Exclusion that do not include all the required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any settlement class member who fails to submit a valid and timely Request for Exclusion on or before the above-specified deadline shall be bound by all terms of the Settlement, release and any Judgment entered in the Action if the Settlement receives final approval from the Court.

If you send a Request for Exclusion, you will not receive money for the claims.

12. If I exclude myself, can I get anything from the Settlement for the claims?

No. By electing to be excluded from the Settlement Class, (1) you will not receive the check generated by the Settlement for the claims, even if you would otherwise be entitled to it; (2) you will not be bound by any further

order of judgments entered for or against the Settlement Class; (3) you will not have a right to object to the Settlement or be heard at any hearing scheduled for the Court's consideration of the Settlement; and (4) you may pursue any claims against Defendant that were included by Plaintiff in this case.

You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

OBJECTING TO THE SETTLEMENT

13. How do I object to the Settlement?

You can ask the Court to deny approval 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 (see Question #17), 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 (Champagne v. Plannernet, Inc., Case No. 3:17-cv-02128-SK), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before **August 29, 2019**.

14. What's the difference between objecting and opting-out?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, or "opt-out," then you cannot object because the Settlement will no longer affect you. You will receive no money under the Settlement if you exclude yourself from the Settlement Class.

THE LAWYERS IN THIS CASE

15. Do I have a lawyer in this case?

The following lawyers have been retained to serve as Class Counsel for the Settlement Class:

Ramsey Hanafi
QUINTANA HANAFLI, LLP
870 Market Street, Suite 1115
San Francisco, CA 94102
Tel.: (415) 504-3121
info@qhplaw.com

Enrique Martínez
LAW OFFICES OF JOHN E. HILL
333 Hegenberger Road, Ste. 500
Oakland, CA 94621

16. Who are the lawyers representing Plannernet, Inc.?

The following lawyers have been retained to represent Plannernet, Inc., in this case:

Travis M. Gemoets
Taylor N. Burras
JEFFER MANGELS BUTLER & MITCHELL LLP
1900 Avenue of the Stars, 7th Floor
Los Angeles, CA 90067

THE COURT'S FINAL APPROVAL HEARING**17. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. The Final Approval Hearing will be on September 23, 2019, at 9:30 a.m. in Courtroom 15 at the United States District Court, Northern District of California, Phillip Burton Federal Building and United States Courthouse, which is located at 450 Golden Gate Avenue, 15th Floor, San Francisco, CA 94102. The Hearing may be moved to a different date and/or time without any notice. If you chose to attend the hearing, please check to confirm that the date and/or time has not been changed, at www.cptgroup.com/champagnevplannernet or 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>.

At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If you have filed a timely objection (see Question #13), the Court will consider it, and you may choose to speak at the hearing. The Court will also decide how much to pay Class Counsel for attorney fees. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel and Defendant's lawyers will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you have mailed your written objection on time, the Court will consider it. You may pay another lawyer at your own expense to attend the hearing and appear on your behalf, but it is not required.

19. How do I get more information?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, and to review the pleadings and applicable motion work in this matter, please visit www.cptgroup.com/champagnevplannernet, or call Class Counsel at (415) 504-3121. You may also access the Court docket in this case, for a fee, through the Court's PACER system at <https://ecf.cand.uscourts.gov>; or visit 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, 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 CONTACT THE COURT, THE COURT CLERK'S OFFICE, OR DEFENDANT TO INQUIRE ABOUT THIS SETTLEMENT.