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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF ORANGE  
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11 LORI SENATOR, individually, on a  
12 representative basis, and on behalf of all  
others similarly situated;

13 Plaintiff,

14 vs.  
15

16 INTERNATIONAL FINANCIAL  
17 SOLUTIONS, LLC, a Wyoming Limited  
18 Liability Company; BOOSTIFY MEDIA,  
19 LLC, a California Limited Liability  
Company; and DOES 1 through 20, inclusive;

20 Defendants.  
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Case No.: 30-2025-01480074-CU-OE-CXC  
*[Assigned to Hon. William Claster, Dept  
CX101, for all purposes]*

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL AND:**

- (1) CONDITIONALLY CERTIFYING  
THE CLASS FOR SETTLEMENT  
PURPOSES ONLY;**
- (2) ORDERING THE DISTRIBUTION  
OF THE NOTICE PACKET TO  
THE CLASS; AND**
- (3) SETTING A FINAL FAIRNESS  
HEARING FOR FINAL APPROVAL  
OF THE SETTLEMENT**

Complaint Filed: May 1, 2025

**ORDER**

Having considered the Class Action and PAGA Memorandum of Understanding (“Settlement Agreement” or “Settlement”), which is attached hereto as **Exhibit A**, between Plaintiff Lori Senator and Defendants International Financial Solutions, LLC, Boostify Media, LLC, Maziar Bordbar, and Hoda Hajirnia (“Defendants”) (collectively, the “Parties”), as well as the Memorandum of Points and Authorities in Support of the Motion for Preliminary Approval of Class and PAGA Action Settlement, the documents submitted in support of the motion, and all supporting legal authorities and documents, IT IS HEREBY ORDERED:

1. This Order incorporates by reference the definitions in the Settlement Agreement and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

2. The Court GRANTS preliminary approval of the Settlement based upon the terms set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted final approval by the Court at a Final Approval hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arms-length negotiations conducted after the Parties adequately investigated and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

3. For settlement purposes only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently defined community of interest among the Class Members in questions of law and fact. The Court, therefore, conditionally certifies the following Class, for settlement purposes only: “All current and former nonexempt employees employed by Defendants in California at any time during the Class Period of November 1, 2023, through the Preliminary Approval Date, subject to the Escalator Clause<sup>1</sup>.”

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<sup>1</sup> Under the “Escalator Clause” (S.A. ¶ 4), Defendants represent that there are approximately 200 Class Members who worked approximately 3,900 workweeks during the Class Period. As such, the Parties agree that, should the total number of workweeks exceed 4,290 (which is 10% more than Defendants’ representation), then the Gross Settlement Amount shall increase by \$57.69

1           4.       Additionally, the “Aggrieved Employees” are defined as: “current and former  
2 nonexempt employees employed by Defendants in California at any time during the PAGA  
3 Period of May 1, 2024, through the Preliminary Approval Date.” Under the Settlement, \$20,000  
4 will be allocated to PAGA Penalties and is to be paid from the Gross Settlement Amount. Of  
5 this \$20,000 amount, \$13,000 (65%) will be paid to the California Labor Workforce  
6 Development Agency (“LWDA”) in satisfaction of the claims for penalties under the California  
7 Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”),  
8 and the remaining \$7,000 (35%) will be paid to the Aggrieved Employees on a pro rata basis  
9 according to the number of Workweeks or Pay Periods worked during the PAGA Period. Any  
10 Class Member who is also an Aggrieved Employee and who timely requests exclusion from the  
11 Settlement will still receive a share of PAGA Penalties and be bound by the Released PAGA  
12 Claims.

13           5.       For settlement purposes only, Plaintiff Lori Senator is appointed as the Class  
14 Representative, and Brian Mankin and Peter Carlson of Lauby Mankin Lauby LLP are appointed  
15 as Class Counsel.

16           6.       The Court preliminarily appoints Phoenix Settlement Administrators to act as the  
17 Administrator, and preliminarily approves Administration Costs not to exceed \$7,000 to be paid  
18 out of the Gross Settlement Amount for services to be rendered by Phoenix under the Settlement  
19 Agreement.

20           7.       The Court approves, as to form and content, the Notice Packet (which includes  
21 the Class Notice, Request for Exclusion Form and Dispute Form) attached hereto as **Exhibit B**.  
22 The Court further finds that the Notice satisfies the requirements of California Rule of Court,  
23 rules 3.766 and 3.769, subd. (f), and fairly apprises the Class Members of the terms of the final  
24 approval hearing date, the proposed settlement terms and of their options, including: (1) the  
25 nature of the action, the definition of the Class, the identity of Class Counsel, and the essential  
26 \_\_\_\_\_  
27 (GSA divided by 3,900) for each additional workweek above 4,290. At Defendants’ election,  
28 instead of increasing the Gross Settlement Amount, the Class Period and PAGA Period end date  
(which is the date the Preliminary Approval Order is entered) may be rolled back so that  
Workweeks do not exceed 4,290, but not prior to April 15, 2026 (the day of mediation).

1 terms of the Settlement; (2) Class Counsel's request for attorneys' fees and costs; (3) a formula  
2 used to determine the Class Member's Individual Class Payment and Individual PAGA Payment;  
3 (4) Class Members' rights to appear through counsel if they desire; (5) how to object to the  
4 Settlement or submit an opt-out request if a Class Member wishes to do so; and (6) how to obtain  
5 additional information regarding the action and the Settlement. Counsel for the Parties are  
6 authorized to correct any typographical errors and make clarifications, to the extent the same are  
7 found or needed, so long as such corrections do not materially alter the substance of the  
8 documents.

9       8.       The Court approves the procedure for Class Members to participate in, request  
10 exclusion from or object to the Settlement, as set forth in the Settlement Agreement and the  
11 Notice Packet.

12       9.       The Court finds that the deadlines and method set forth in the Settlement  
13 Agreement for the mailing of the Notice meet the requirements of due process, provide the best  
14 notice practicable under the circumstances, constitute due and sufficient notice to all persons  
15 entitled to notice, and otherwise satisfy the requirements of California law and due process.

16       10.      The Court further orders the following as to Settlement Administration:

17           a.      Disputes Regarding Administration. Any disputes not resolved by the  
18 Parties and the Settlement Administrator concerning the administration of the Settlement will be  
19 resolved by the Court under the laws of the State of California. Prior to any such involvement of  
20 the Court, counsel for the Parties will meet and confer in good faith to attempt to resolve the  
21 dispute without involving the Court.

22           b.      Class Data. Within twenty (20) days after entry of the Preliminary  
23 Approval Order, Defendants shall provide the "Class Data" to the Administrator. The Class Data  
24 must be provided on one excel spreadsheet and include, for each Class Member: the individual's  
25 full name; last known mailing address; full Social Security Number; total Weeks Worked during  
26 the Class Period; total Pay Period worked during the PAGA Period. The Class Data provided to  
27 the Settlement Administrator will remain confidential and will not be used or disclosed to  
28 anyone, except as required by applicable tax authorities, pursuant to Defendants' express written

1 consent, or by order of the Court.

2 c. Workweek and Calculations re: Escalator Clause. At least five (5) court  
3 days prior to mailing the Notice, the Administrator shall provide a spreadsheet to Class Counsel  
4 and Defense Counsel containing a preliminary calculation of all payments to be paid from the  
5 Settlement Amount, including the estimated Individual Class Payments to each Class Member  
6 and Individual PAGA Payments to each Aggrieved Employee (a person's name shall be redacted  
7 and a control number used in place of the name). In the event that the total Workweeks worked  
8 by all Class Members during the Class Period triggers the Escalator Clause, the Administrator  
9 shall notify the Parties of the increased Settlement Amount, and related increased payments from  
10 the Settlement Amount, including increased Attorneys' Fees and Costs and any increased  
11 Settlement Administration Costs, all of which shall be subject to Court approval, and shall  
12 update Notice accordingly.

13 d. Notice. The Court directs the Settlement Administrator to perform address  
14 verification measures and mail the Notice by first class mail to the Class Members (in English)  
15 not later than 10 days after it receives the "Class Data" and to otherwise carry out the Settlement  
16 according to the terms of the Settlement Agreement and in conformity with this Order.

17 e. Presumption Regarding Receipt of Notice. It will be conclusively  
18 presumed that if an envelope has not been returned to Settlement Administrator by the Response  
19 Deadline that the Class Member received the Notice.

20 f. Disputes Regarding Class Data. Class Members are deemed to participate  
21 in the Settlement unless they opt-out. Regardless of whether any Class Members opt out of the  
22 Settlement, they will still be bound by the PAGA Release if they are an Aggrieved Employee.  
23 The Class Notice will inform Class Members of his/her estimated Individual Class Payment and  
24 Individual PAGA Payment, the weeks he/she worked during the Class Period and PAGA Period.  
25 Class Members and Aggrieved Employees may dispute their Weeks Worked by timely  
26 submitting evidence to the Administrator. Defendants' records will be presumed determinative  
27 absent reliable evidence to rebut Defendants' records, but the Administrator will evaluate the  
28 evidence submitted by the Class Member or Aggrieved Employee, and provide the evidence

submitted to Class Counsel and Defense Counsel, who agree to meet and confer in good faith about the evidence to determine the actual number of Workweeks and estimated Individual Class Payment and Individual PAGA Payment. The Administrator shall attach all disputes to its Declaration of Due Diligence, along with any evidence submitted, and include an initial recommendation in its declaration as to the number of Workweeks to be credited for any disputing Class Members and Aggrieved Employees. However, the Court shall have the right to review any decision and make a final decision, which will be binding upon the Class Members, Aggrieved Employees and the Parties. Class Members and Aggrieved Employees will have until the Response Deadline to dispute Weeks Worked, and to object or opt out, unless extended by the Court. The Class Notice will direct Class Members and Aggrieved Employees how to dispute Weeks Worked, including the following statement: “The number of weeks you worked during the Class Period and PAGA Period, as recorded in Defendants’ records, are stated in the tables on page 1 of this Notice . You have until \_\_\_\_\_, 2026 (“Response Deadline”) to dispute the number of Workweeks credited to you by submitting evidence to the Administrator. You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendants’ calculation of Weeks Worked based on Defendants’ records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will attempt to resolve Workweek disputes based on your submission and on input from Class Counsel and Defendants’ Counsel, but the Court will have the right to review any initial decision made by the Administrator along with the evidence submitted. You cannot appeal or otherwise challenge the Court’s final decision.”

11. The Court also orders the following regarding Class Members’ rights:

a. Response Deadline. The “Response Deadline” is 60 calendar days from the date the Notice Packet is mailed to the Class Members.

b. Requests for Exclusion from Class. Any Class Member, other than Plaintiff, may request to be excluded from the Class by submitting a Request for Exclusion Form, using the form provided within the Notice Packet. The Request for Exclusion Form must

1 be mailed to the Administrator and postmarked on or before the Response Deadline in order to  
2 be timely, unless the Parties otherwise agree in writing. Any such request must be made in  
3 accordance with the terms set forth in the Notice Packet. The Administrator shall attach each  
4 Request for Exclusion Form to its declaration of due diligence and file with the Court prior to the  
5 Final Approval Hearing. Any Class Member who timely requests exclusion in compliance with  
6 these requirements: (i) will not have any rights under this Agreement as to the Class Action  
7 Settlement, including the right to object to or otherwise challenge the Settlement; (ii) will not be  
8 entitled to receive any Individual Class Payment under this Agreement; and (iii) will not be  
9 bound by the Class Action Settlement including the Released Class Claims. Any Class Member  
10 who is an Aggrieved Employee who requests timely exclusion will still be bound by the PAGA  
11 Settlement in regard to the Released PAGA Claims to the fullest extent permitted by law and will  
12 receive an Individual PAGA Payment. The Parties and their counsel shall not encourage or  
13 solicit Class members to submit requests for exclusion or objections, directly or indirectly,  
14 through any means.

15 c. Binding Effect on Participating Class Members. All Participating Class  
16 Members will: (i) be bound by the terms and conditions of this Agreement, the Final Approval  
17 judgment, and the releases set forth herein; and (ii) unless they object as set forth herein, will be  
18 deemed to have waived all objections and oppositions to the fairness, reasonableness, and  
19 adequacy of the Settlement.

20 d. Objections to Settlement. Any Class Member, other than Plaintiff, who  
21 does not submit a valid and timely Request for Exclusion may object to the terms of this  
22 Agreement. To object, a Class Member shall inform the Settlement Administrator, in writing, of  
23 his or her objection which must be postmarked by the Response Deadline at the address set forth  
24 in the Notice. Such objection shall include the Objecting Class Member's full name, address,  
25 telephone number, last four digits of the social security number or date of birth, signature, and  
26 relevant dates of employment, in addition to the case name and number, the basis for the  
27 objection, including any legal support and each specific reason in support of the objection, as  
28 well as any documentation or evidence in support thereof, and, if the Objecting Class Member is

1 represented by counsel, the name and address of his or her counsel. Alternatively, a Class  
2 Member can orally object at the Final Approval Hearing, regardless of whether a written  
3 objection was filed. The Settlement Administrator shall provide objections, if any, to Class  
4 Counsel and Defense Counsel within three (3) calendar days of receipt, and the Settlement  
5 Administrator shall attach the same to its declaration of due diligence and file with the Court  
6 prior to the Final Approval Hearing. An Objecting Class Member remains eligible to receive  
7 monetary compensation from the Settlement. Plaintiffs and Defendants shall not be responsible  
8 for any fees, costs, or expenses incurred by an Objecting Class Member and/or his or her counsel  
9 related to any objections to the Settlement. Submitting an objection does not preserve the right  
10 to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record  
11 by timely and properly intervening or filing a motion to vacate the judgment under Code of Civil  
12 Procedure § 663.

13 e. Failure to Object. Any Class Member who does not timely and properly  
14 become a party of record by intervening or filing a motion to vacate the judgment waives any  
15 and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding  
16 and appellate proceeding, such as a motion to vacate judgment, motion for new trial, motion  
17 under California Code of Civil Procedure section 473, and extraordinary writs.

18 f. Responses to Objections. Counsel for the Parties may jointly or separately  
19 file a response to any objections submitted by any Class Members at least five (5) court days  
20 before the date of the Final Approval Hearing.

21 12. Class Members who wish to request exclusion, object to the Settlement, or dispute  
22 weeks worked are directed mail the appropriate documents to the Settlement Administrator (and  
23 not the Court) by the Response Deadline.

24 13. The Court finds that the deadlines and method set forth in the Settlement  
25 Agreement, and in this Order, for the mailing of the Class Notice and Notice Packet meet the  
26 requirements of due process, provide the best notice practicable under the circumstances,  
27 constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the  
28 requirements of California law and due process.

1           14.     The Court approves the handling of unclaimed funds set forth in the Settlement  
2 Agreement, specifically that any unclaimed funds in the Administrator's account as a result of a  
3 Class Member or Aggrieved Employee's failure to timely cash a settlement check shall be issued  
4 to the California State Controller's Unclaimed Property Fund in the name of the Participating  
5 Class Member or Aggrieved Employee, as set forth in the Settlement Agreement.

6           15.     The following dates shall govern for purposes of this Settlement:

|                                                |                                                                                                                                                                       |
|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7     Date this Order is Signed                | Preliminary Approval (PA) Order is Entered                                                                                                                            |
| 8     30 days after PA                         | Deadline for Administrator to complete first mailing of the<br>9     Notice Packet to all Class Members.                                                              |
| 10    60 days after mailing Notice             | Deadline for Class Members to submit Disputes, Requests for<br>Exclusion and Objections to the settlement.                                                            |
| 11    16 court days before FA<br>12    hearing | Deadline for Plaintiff to file and serve Motion for Final Approval<br>and application for award of fees, costs and Service Payment.                                   |
| 13    9 court days before FA<br>14    hearing  | Deadline for filing of any written Opposition to Plaintiff's<br>Motion for Final Approval.                                                                            |
| 15    5 court days before FA<br>16    hearing  | Deadline for filing of any written reply to Opposition to Motion<br>for Final Approval, or filing response to any objections submitted<br>by objecting Class Members. |
| 17    _____, 2026<br>18    _____ a.m./p.m.     | Final Approval Hearing Date                                                                                                                                           |

19           16.     A final approval hearing shall be held in this Court on the date and time above to  
20 determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be  
21 finally approved by the Court, including considering any objections from Class Members; and  
22 (2) the amount of Attorneys' Fees and Costs Award to Class Counsel. If the Court continues the  
23 Final Approval Hearing, the new hearing date and time shall be posted on the Administrator's  
24 website.

25           17.     Upon final approval, Participating Class Members and Aggrieved Employees will  
26 be bound by the terms and conditions of the Settlement Agreement, the final Order/Judgment,  
27 and the releases set forth therein; and, except as otherwise provided herein and in the Settlement  
28 Agreement, will be deemed to have waived all objections and oppositions to the fairness,

1 reasonableness, and adequacy of the Settlement.

2       18. Neither this Order, the Settlement Agreement, nor any document referred to  
3 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement  
4 may be construed as, or may be used as an admission by or against Defendants or any of the  
5 other Released Parties (as that term is defined in the Settlement Agreement) of any fault,  
6 wrongdoing or liability whatsoever.

7       19. The Court may, for good cause shown, extend any of the deadlines set forth in  
8 this Order. If any Class Member submits an objection to the settlement and the Final Approval  
9 Hearing is continued, either Class Counsel or the Administrator are directed to give notice of the  
10 new hearing date to the objecting party; and

11       20. In the event that the Settlement Agreement does not receive final approval or the  
12 Effective Date (as that term is defined in the Settlement Agreement) of the Settlement does not  
13 occur, this Order shall be rendered null and void and shall be vacated.

14  
15 Date: \_\_\_\_\_

\_\_\_\_\_  
16 Hon. William Claster  
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EXHIBIT “A”

**Lori Senator v. International Financial Solutions, LLC, et al.**  
**Orange County Superior Court Case Nos. 30-2025-01480074 and 30-2025-01495744**  
***Memorandum of Understanding - Settlement Terms***

On April 15, 2026, Plaintiff Lori Senator (“Plaintiff” and “Class Representative”) and Defendants International Financial Solutions, LLC, Boostify Media, LLC, Maziar Bordbar, and Hoda Hajirnia (“Defendants”) (collectively, Plaintiff and Defendants shall be referred to as the “Parties”) mediated the proceedings entitled *Senator v. International Financial Solutions, LLC, et al.*, Orange County Superior Court Case Nos. 30-2025-01480074-CU-OE-CXC and 30-2025-01495744-CU-OE-CXC (collectively, the “Actions”).

The mediation was held with Hon. Jonathan Cannon (Ret.). At the conclusion of mediation, the Parties reached the settlement described in this Memorandum of Understanding (“MOU”), which is subject to court approval and sets forth the terms and conditions reached in the settlement of the class and representative PAGA claims pled in the Actions (the “Class & PAGA Settlement”). Following the Parties’ agreement to settle the Actions, the Parties also agreed to settle separate individual claims for Plaintiff (the “Individual Settlement”).

**THE CLASS & PAGA SETTLEMENT**

1. **Key Definitions:**

- a. “Aggrieved Employees” means all current and former nonexempt employees employed by Defendants in California during the PAGA Period.
- b. “Class Members” means all current and former nonexempt employees employed by Defendants in California during the Class Period.
- c. “Class Period” is the period from November 1, 2023 through the date on which the court grants Preliminary Approval, subject to adjustment through the Escalator Clause.
- d. “Complaint” refers, collectively, to the operative complaints on file in Case Nos. 30-2025-01480074-CU-OE-CXC and 30-2025-01495744-CU-OE-CXC, as well as the First Amended Complaint that will be filed as part of this Class & PAGA Settlement in 30-2025-01480074-CU-OE-CXC to consolidate the Actions.
- e. “Effective Date” is defined as the latest of the following dates: (i) if no Class Member timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil Procedure § 663, then the date the Court enters an order granting Final Approval of the Class & PAGA Settlement, and that order is served on Defendants; (ii) if a Class Member intervenes or files a motion to vacate the Judgment, then sixty-one (61) calendar days following the date the Court enters an order granting Final Approval, assuming no appeal is filed; or (iii) if a Class Member timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil Procedure § 663 or initiates another collateral attack, and if a timely appeal is filed, then the date of final resolution of that appeal or other collateral attack (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Class & PAGA Settlement.
- f. “PAGA Period” is the period from May 1, 2024 through the date on which the court grants Preliminary Approval.

**Lori Senator v. International Financial Solutions, LLC, et al.**  
**Orange County Superior Court Case Nos. 30-2025-01480074 and 30-2025-01495744**  
***Memorandum of Understanding - Settlement Terms***

- g. “Participating Class Members” are Class Members who do not submit a timely and valid opt-out from the Class & PAGA Settlement.
- h. “Released Class Claims” means the claims alleged in the Complaint, or those that reasonably could have been alleged based upon the facts stated in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) failure to timely pay final wages, (8) failure to provide accurate itemized wage statements, and (9) unfair and unlawful competition. The time period governing the Released Class Claims shall be the Class Period.
- i. “Released PAGA Claims” means the PAGA claims alleged in the Complaint, or that reasonably could have been alleged based on the facts stated in the Complaint and in the relevant LWDA notice letters, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) failure to timely pay final wages, (8) failure to provide accurate itemized wage statements, (9) failure to pay mandated sick pay, and (10) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the PAGA Released Claims shall be the PAGA Period. The Released PAGA Claims do not operate to release any Aggrieved Employees’ claims for any claims other than above.
- j. “Released Parties” means Defendants, together with their past and present owners, officers, directors, employees, and agents.

2. **Gross Settlement Amount:** The Gross Settlement Amount is **\$225,000**, which is the total amount Defendants agrees to pay, jointly and severally, under the Class & PAGA Settlement, except (1) Defendants shall separately pay the employer share of applicable payroll tax obligations in addition to the Gross Settlement Amount, and (2) if the Escalator Clause is triggered (as defined below), Defendants are required to pay those additional amounts, if and as applicable. The Gross Settlement Amount will be used to pay all sums due under this settlement, including specifically the Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Attorneys’ Fees, Attorneys’ Costs, Class Representative’s Service Award, and the Settlement Administrator Costs. The Gross Settlement Amount shall be all-in, with no reversion to Defendants, and with the lone exception of the employer share of payroll taxes shall be paid outside of the Gross Settlement Amount, by Defendants.

3. **Stipulation to File First Amended Complaint.** As a condition of settlement, the Parties agree that Defendants will stipulate to the filing of a First Amended Complaint (“FAC”) in Case No. 30-2025-01480074-CU-OE-CXC that will consolidate the class and PAGA claims into one case number by adding the PAGA claims from Case No. 30-2025-01495744-CU-OE-CXC. The Parties further agree that the FAC shall be filed, via stipulation and after Defendants’ review and approval, before the execution of the long-form agreement. The Parties further agree that the PAGA-only action, Case No. 30-2025-

**Lori Senator v. International Financial Solutions, LLC, et al.**  
**Orange County Superior Court Case Nos. 30-2025-01480074 and 30-2025-01495744**  
***Memorandum of Understanding - Settlement Terms***

01495744-CU-OE-CXC, shall be dismissed without prejudice, with each side bearing their own fees/costs, once the FAC is filed.

4. **Workweek Information and Escalator Clause.** It is estimated that there are 200 Class Members who worked approximately 3,900 workweeks during the Class Period. As such, the Parties agree that, should the total number of workweeks exceed 4,290 (which is 10% more than Defendants' representation), then Defendants shall have the option of either: (1) increasing the Gross Settlement Amount by \$57.69 (GSA divided by 3,900) for each additional workweek above 4,290, or (2) changing the end date of the Class Period to the later of April 15, 2026 (the date of mediation) or the date through which there are no more than 4,290 workweeks.

5. **Net Settlement Amount:** The following amounts, if approved by the Court, will be subtracted from the Gross Settlement Amount to derive the Net Settlement Amount:

- a. **Attorneys' Fees:** Defendants will not oppose Plaintiff's request for attorneys' fees of up to 1/3 of the Gross Settlement Amount. The difference between the amount sought by Plaintiffs and the amount approved by the Court will revert to Participating Class Members.
  - b. **Attorneys' Costs:** Defendants will not oppose Plaintiff's request for reimbursement of litigation costs of up to \$30,000, which will be paid from the Gross Settlement Amount. Any unused funds of this cost allocation will revert to Participating Class Members.
  - c. **Service Award:** Defendants will not oppose Plaintiff's requests for a service award up to \$2,500 in exchange for a full release and Civil Code § 1542 waiver (subject to the terms of the Individual Settlement, below). Plaintiff's general release and Civil Code § 1542 waiver shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law. Any portion of the service award not approved by the Court will revert to Participating Class Members.
  - d. **Administration Costs:** Plaintiff will obtain bids from several Settlement Administrators, and the Administrator proposed to the Court will be subject to approval by Defendants. The selected administrator shall provide a fixed (not to exceed) bid, which will be the amount that the Parties seek in costs for the Settlement Administrator, subject to Court Approval.
  - e. **PAGA Penalties:** PAGA Penalties of \$20,000 shall be made from the Gross Settlement Amount, with 35% of the payment going to the Aggrieved Employees and 65% of the payment going to the LWDA.
6. **Distribution of Net Settlement Amount and Tax Allocations:**
- a. The entire Net Settlement Amount will be distributed to Participating Class Members, without a claims process, on a non-reversionary basis.

**Lori Senator v. International Financial Solutions, LLC, et al.**  
**Orange County Superior Court Case Nos. 30-2025-01480074 and 30-2025-01495744**  
***Memorandum of Understanding - Settlement Terms***

- b. Each Participating Class Member shall receive an Individual Class Payment, which shall be paid pro-rata based on the number of workweeks worked during the Class Period by each Participating Class Member.
- c. The settlement funds paid to the Participating Class Members will be treated as follows: one-third as IRS form W-2 wages and two-thirds as interest, non-wage statutory damages, and statutory wage statement penalties, all reportable on IRS form 1099. The Class Members are responsible for taxes and accounting on their payments received.
- d. Participating Class Members and Aggrieved Employees will have 180 days to cash settlement checks. Any uncashed checks will be sent to the California State Controller in the name of the employee.

7. **Class Release:** Upon the Effective Date occurring and Defendants fully funding the Gross Settlement Amount and separate amount of payroll taxes described herein, the Participating Class Members will fully release and discharge the Released Parties of the Released Class Claims.

- a. Class Members, other than Plaintiff, shall not waive section 1542 of the California Civil Code.
- b. Plaintiff, the Settlement Class, and each and every Class Member acknowledge and agree that the payments set forth herein constitute payment of all sums allegedly due to them. Plaintiff, the Settlement Class, and each and every Class Member acknowledges and agrees that California Labor Code § 206.5 is not applicable to the Parties hereto.
- c. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Class & PAGA Settlement.

8. **PAGA Release:** Upon the Effective Date occurring and Defendants fully funding the Gross Settlement Amount and separate amount of payroll taxes described herein, Plaintiff and the Aggrieved Employees shall release and discharge the Released Parties of the Released PAGA Claims.

- a. Aggrieved Employees may not opt-out of the PAGA portion of the settlement and Released PAGA Claims. Any Class Member who submits a timely and valid opt-out will only be excluded from the class portion of the settlement. Thus, if any person who submits an opt-out also qualifies as an Aggrieved Employee, that person will receive his/her share of the PAGA Penalties and will be bound by the Released PAGA Claims.

9. **Class & PAGA Settlement Funding:** Defendants, jointly and severally, shall fund the Gross Settlement Amount to the Settlement Administrator pursuant to the following settlement funding installment plan: (1) by January 11, 2027, or 10 days after the Effective Date, whichever is later, Defendants shall fund one-third of the Gross Settlement Amount, plus Defendants' share of payroll taxes – to be calculated by the Settlement Administrator, (2) by July 31, 2027, or 10 days after the Effective Date, whichever is later, Defendants shall fund one-third of the Gross Settlement Amount, plus Defendants' share of payroll taxes - to be calculated by the Settlement Administrator, and (3) by December

**Lori Senator v. International Financial Solutions, LLC, et al.**  
**Orange County Superior Court Case Nos. 30-2025-01480074 and 30-2025-01495744**  
***Memorandum of Understanding - Settlement Terms***

1, 2027, or 10 days after the Effective Date, whichever is later, Defendants shall fund the remaining one-third of the Gross Settlement Amount, plus Defendants' share of payroll taxes - to be calculated by the Settlement Administrator.

10. **Acceleration Clause:** If Defendants fail to make any required payments within five (5) business days of the respective due date, Class Counsel shall send a notice of default to Defense Counsel. Defendants will then have ten (10) business days after issuance of the notice of default to cure and bring all payments up to the current required amount. If Defendants fail to timely cure the late payment, all remaining balances shall become due and payable immediately.

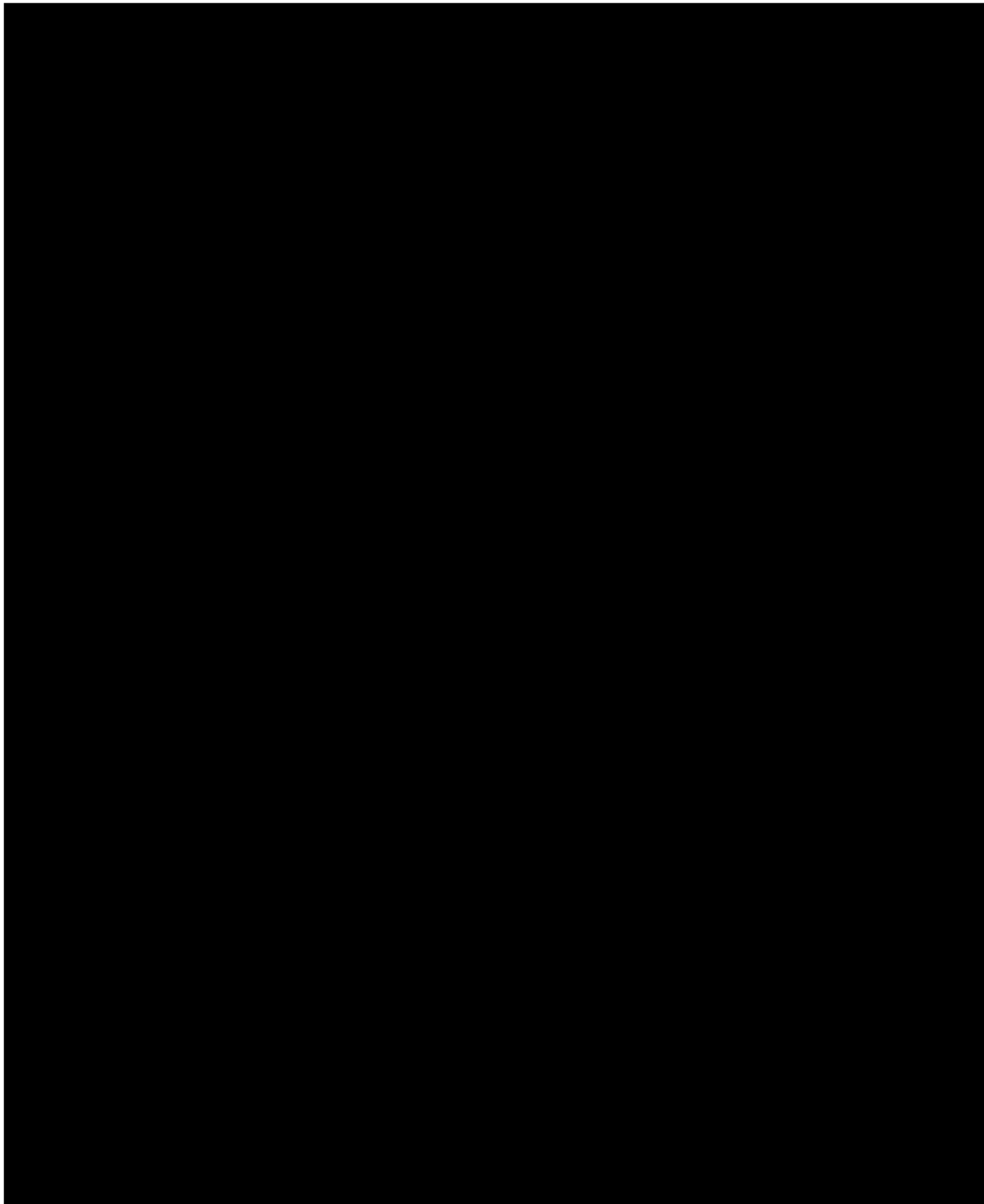
11. **No Admissions:** Defendants' signature on this MOU are not, and shall not be construed as, admissions of liability and the signed MOU shall be inadmissible in any proceeding other than as necessary to enforce it, by the Parties.

12. **Next Steps:** The Parties will work together expeditiously to obtain preliminary and final approval of this settlement. Plaintiff's counsel will prepare the first draft of the long-form settlement agreement based on the Superior Court for the County of Los Angeles model form and deliver it to counsel for Defendants within 21 calendar days after the date on which this MOU is fully signed, along with a draft of the Class Notice (and Notice Packet, if required). Defendants and their counsel will provide any changes within two weeks of receipt. The Parties will then cooperate to work on and approve a final version, after which Plaintiff will promptly file a motion for preliminary approval of this Class & PAGA Settlement. Class certification shall be for settlement purposes only.

13. **Enforceability as to Class & PAGA Settlement:** Any provisions of California Evidence Code §§ 1115-1128 notwithstanding, this MOU is binding and, if the parties fail to prepare and/or execute a long-form settlement agreement, a court, upon motion, may enter judgment pursuant to this MOU and California Code of Civil Procedure § 664.6, and this MOU is admissible in evidence for purposes of enforcement pursuant to California Evidence Code § 1123.

**THE INDIVIDUAL SETTLEMENT**

**Lori Senator v. International Financial Solutions, LLC, et al.**  
**Orange County Superior Court Case Nos. 30-2025-01480074 and 30-2025-01495744**  
***Memorandum of Understanding - Settlement Terms***



**Lori Senator v. International Financial Solutions, LLC, et al.**  
**Orange County Superior Court Case Nos. 30-2025-01480074 and 30-2025-01495744**  
**Memorandum of Understanding - Settlement Terms**

Dated: May 8, 2026

  
Lori Fitton (May 8, 2026 10:36:53 PDT)

**Plaintiff Lori Senator**

Dated: May 11, 2026

  
Matthew Bord (May 11, 2026 12:25:36 PDT)

**Defendant International Financial Solutions, LLC**

By: Matthew Bord (name)  
Director (title)

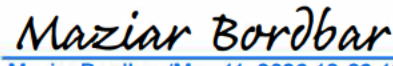
Dated: May 11, 2026

  
Matthew Bord (May 11, 2026 12:25:36 PDT)

**Defendant Boostify Media, LLC**

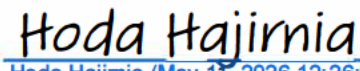
By: Matthew Bord (name)  
Director (title)

Dated: May 11, 2026

  
Maziar Bordbar (May 11, 2026 12:26:19 PDT)

**Defendant Maziar Bordbar**

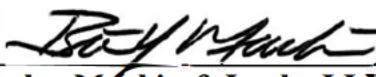
Dated: May 11, 2026

  
Hoda Hajirnia (May 11, 2026 12:26:55 PDT)

**Defendant Hoda Hajirnia**

**APPROVED AS TO FORM:**

Dated: 5/11/26

  
Lauby, Mankin & Lauby LLP  
*Counsel for Plaintiff*

Dated: May 11, 2026

  
Atkinson, Andelson, Loya, Ruud & Romo  
*Counsel for Defendants*

EXHIBIT “B”

# COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

## **Senator v. International Financial Solutions, LLC, et al.**

*Orange County Superior Court, Case No. 30-2025-01480074-CU-OE-CXC*

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

*A California court authorized this notice. This is not a solicitation from a lawyer.*

A class and representative action settlement has been reached by the parties to a lawsuit involving wage and hour claims. The settlement covers all current and former nonexempt employees of Defendants International Financial Solutions, LLC, Boostify Media, LLC, Maziar Bordbar, and Hoda Hajirnia (“Defendants”) in California at any time during the Class Period of November 1, 2023 through **INSERT DATE** (the “Class Members”).

The settlement resolves a class and representative action lawsuit filed in Orange County Superior Court, entitled *Lori Senator v. International Financial Solutions, LLC, et al.* (the “Action”). Plaintiff and Class Representative Lori Senator (“Plaintiff”) alleges that Defendants failed to: pay all wages due during employment, including minimum wages, overtime wages, and vested vacation; provide compliant meal and rest periods or premium compensation in lieu thereof; reimburse business expenses; timely and properly pay final wages upon separation of employment; and issue accurate and complete wage statements. Plaintiff also brings a claim for civil penalties under the California Private Attorneys’ General Act of 2004 (“PAGA”) on behalf of all current and former nonexempt employees employed by Defendants in California during the PAGA Period of May 1, 2024, through **INSERT DATE** (the “PAGA Period”) (the “Aggrieved Employees”).

Defendants deny liability for all claims and contend that their policies and practices comply with the law. The Settlement avoids the costs and risks of continuing the Action; pays money to employees; and releases Defendants from liability from the claims that were or could reasonably have been asserted based on the facts alleged in the Action.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments to the Class Members, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). Based on Defendants’ records and the Parties’ current assumptions, the number of Workweeks you are credited with working during the Class Period and/or PAGA Period are shown in the chart below. The settlement amount you may receive will ultimately depend on the total weeks you are credited with working during the Class Period and PAGA Period. (If no Work Weeks are stated for the PAGA Period then, according to Defendants’ records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

| <b><i>Calculations and Data Points for Estimated Payments</i></b> |               |                                                  |                        |
|-------------------------------------------------------------------|---------------|--------------------------------------------------|------------------------|
| <b>Workweeks during Class Period</b>                              | <b>INSERT</b> | <b><i>Estimated Individual Class Payment</i></b> | <b><i>\$INSERT</i></b> |
| <b>Workweeks during PAGA Period</b>                               | <b>INSERT</b> | <b><i>Estimated Individual PAGA Payment</i></b>  | <b><i>\$INSERT</i></b> |

If you believe that you worked a different number of weeks under any categories above, you can submit a dispute by **INSERT DATE**, 2026 (“Response Deadline”). See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood this Notice. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff as a Service Payment and to Plaintiff’s attorneys (“Class Counsel”) for their requested attorneys’ fees and costs. If the Settlement is approved, the Court will enter an order and judgment that requires Defendants to make payments under the Settlement and bars Class Members and Aggrieved Employees from asserting certain claims against Defendants as described in Section 3 below.

Based on Defendants’ records showing that you worked for Defendants during the Class Period, you have a few options as shown in the Chart below:

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT IF THE SETTLEMENT IS APPROVED</b> | To receive a cash payment from the Settlement, no further action is required on your part. If you do nothing and the Court approves the Settlement, you will be mailed a settlement payment and you will release certain claims. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in <b>Section 3</b> .                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT</b>                                | <p>If you do <u>not</u> wish to participate in the Settlement of Class Claims, you may “opt-out” of the settlement of the Class Claims. You may not opt-out of the settlement of the PAGA claims. If you choose to opt-out of the Settlement of Class Claims, you must submit a Request for Exclusion Form by [REDACTED], 2026 (see <b>Section 6</b> for more details on how to opt-out).</p> <p>If you opt-out, you cannot object to the Class Settlement, and you will receive no money from the Class Settlement, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations. If you are an Aggrieved Employee, you will be paid a share of the PAGA Payment and will be bound by the PAGA Release, as detailed below.</p> |
| <b>OBJECT TO THE SETTLEMENT</b>                                                  | If you object to the Settlement of Class Claims, you may submit an Objection Form stating why you object to the Settlement by [REDACTED], 2026. You may also orally object at the Final Approval Hearing (see <b>Section 7</b> for details on how to object).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>DISPUTE THE NUMBER OF WEEKS WORKED</b>                                        | If you believe the number of Workweeks that you were credited with working in the chart above is incorrect, you may submit a written dispute to the Administrator (see <b>Section 4</b> for more details on how to dispute your credited Weeks Worked). Defendants’ records will be presumed to be correct, but you may provide evidence to the Administrator showing how many Workweeks you believe that you should be credited, and the Court will render a final decision.                                                                                                                                                                                                                                                                                                                         |

| YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT IS NOT EXPECTED OR REQUIRED |                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DATE:</b> [REDACTED], 2026<br><b>TIME:</b> [REDACTED]                      | At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You do not have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. Class Members can object to the Settlement prior to or at the Final Approval Hearing. See <b>Section 8</b> of this Notice. |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. On May 1, 2025, Plaintiff filed the Class Action against Defendants, which currently alleges the following violations of the California Labor Code: (1) failure to pay minimum wages, (2) failure to pay overtime wages; (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) failure to timely pay wages upon separation of employment, (8) failure to provide accurate itemized wage statements, and (9) unfair and unlawful competition. Based on the same claims, Plaintiff also brought a claim for civil penalties under the California Private Attorneys’ General Act of 2004 (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action (“Class Counsel”). See Section 9 below for their contact information.

Defendants deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

In preliminarily approving the Settlement, the Court did not make any determination in favor of Plaintiff or Defendants. There has been no decision on the merits or a trial. Instead, both sides conducted investigations and analysis of the facts and applicable law, and hired a mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations and disputes Plaintiff’s claims.

Plaintiff and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

## 3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$225,000.00 as the Settlement Amount. Defendants have agreed upon final approval of the Settlement to deposit the Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s Costs, and PAGA Penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendants will fund the Settlement Amount under a three-part installment payment plan, with the final payment estimated in December 2027, although this date is only an estimate and may be later if a Participating Class Member objects to the proposed Settlement or the Judgment is appealed.

2. Court Approved Payments from the Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following payments from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to one-third of the Settlement Amount to Class Counsel for attorneys’ fees (\$75,000) and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Service Payment for litigating the Action, working with Class Counsel, and representing the Class, in an amount up to \$2,500 for Plaintiff.
- C. \$7,000.00 to the Administrator for services administering the Settlement.
- D. Up to \$20,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% to Individual PAGA Payments to all Aggrieved Employees, which will be divided based on their share of Pay Periods Worked during the PAGA Period.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, approximately \$XXXXXXX will form the Net Settlement Amount which will be disbursed to the Participating Class Members by making Individual Class Payments to Participating Class Members based on the allocation described in Section 4.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of one-third of each Individual Class Payment to taxable wages (“Wage Portion”) and two-thirds to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay the employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash the check(s) by the void date, your check(s) will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, no later than the Response Deadline. See Section 6 of this Notice for details on how to opt-out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible that the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, **Phoenix Settlement Administrators** (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Request for Exclusion Forms, objections (if any), and disputes over Weeks Worked. The Administrator will also mail and re-mail settlement checks and tax forms and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. Upon the Effective Date and Defendants' full funding of the Settlement Amount and separate amount of payroll taxes, Plaintiff and the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period. "Released Class Claims" means all claims alleged in the Complaint, or those that reasonably could have been alleged based upon the facts stated in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) failure to timely pay final wages, (8) failure to provide accurate itemized wage statements, and (9) unfair and unlawful competition. The time period governing the Released Class Claims shall be the Class Period.

As used herein, "Released Parties" means Defendants, together with their past and present owners, officers, directors, employees, and agents.

10. Release of Released PAGA Claims. Upon the Effective Date and Defendants' full funding of the Settlement Amount and separate amount of payroll taxes, Plaintiff – in her individual capacity and on behalf of the State of California and LWDA – shall completely release and discharge the Released Parties from the Released PAGA Claims for the PAGA Period. "Released PAGA Claims" means the PAGA claims alleged in the Complaint, or that reasonably could have been alleged based on the facts stated in the Complaint and in the relevant LWDA notice letters, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) failure to timely pay final wages, (8) failure to provide accurate itemized wage statements, (9) failure to pay mandated sick pay, and (10) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the Released PAGA Claims shall be the PAGA Period. The Released PAGA Claims do not operate to release any Aggrieved Employees' claims for any claims other than above.

#### **4. HOW IS MY SETTLEMENT PAYMENT CALCULATED?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, *i.e.*, Class Members who do not opt out of the Settlement, during the Class Period, and (b) multiplying the result by the number of Workweeks

worked by each individual Participating Class Member during the Class Period. The entire Net Settlement Amount will be disbursed to all Participating Class Members. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionally increase the Individual Class Payment for each Participating Class Member according to the number of Weeks Worked, so that the amount actually distributed to Participating Class Members equals one hundred percent (100%) of the Net Settlement Amount.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,000.00 by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class Period and PAGA Period, as recorded in Defendants' records, are stated in the tables on page 1 of this Notice. You have until [REDACTED], 2026 ("Response Deadline") to dispute the number of Workweeks credited to you by submitting evidence to the Administrator.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Weeks Worked based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will attempt to resolve Workweek disputes based on your submission and on input from Class Counsel and Defendants' Counsel, but the Court will have the right to review any initial decision made by the Administrator along with the evidence submitted. You cannot appeal or otherwise challenge the Court's final decision.

## 5. HOW AND WHEN WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. Defendants have agreed to fund the Settlement Amount under a three-part installment payment plan, with the final payment estimated in December 2027. Upon receipt of the full Settlement Amount, the Administrator will send, by U.S. mail, a check to every Participating Class Member and Aggrieved Employee approximately ten (10) days after receipt of payment.

2. Aggrieved Employees Only. If you opted out of the Class Settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, one check containing your Individual PAGA Payment. Even if an Aggrieved Employee does not cash the settlement check, the Aggrieved Employee will be bound by the Released PAGA Claims.

3. Individual payments will be mailed to Participating Class Members and Aggrieved Employees only if the Court grants Final Approval of the Settlement and Defendants timely funds the Settlement Amount. The dates above are estimates; the dates after the Final Approval Hearing on which the above actions will take place will depend on several factors, including whether any Class Member objects to the Settlement or appeals the Court's Final Approval.

**Your check(s) will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

## 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself from the Class Settlement by completing and mailing to the Administrator the enclosed Request for Exclusion Form, postmarked no later than [REDACTED], 2026.

Any Class Member who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under the Class Settlement, including the right to object to, appeal, or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims; and (4) will not be bound by this Settlement, or the Judgment, except as to the release of PAGA claims in which case you remain eligible to receive a PAGA payment even if you opt-out.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments even if they opt-out of the Class Settlement.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is [REDACTED], 2026 (the “Response Deadline”).**

If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, and should include the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Additionally, if you are represented by an attorney, the objection should include the name and address of your attorney. The objection and all supporting information must be sent to the Administrator at the address listed in Section 9, **postmarked** on or before [REDACTED], 2026.

If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the Settlement become final even if you object to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be prepared to inform the Court to what you object, why you object, and any facts that support your objection(s). See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## 8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], 2026, at \_\_\_\_\_ a.m./p.m., the Court will hold a public hearing in Department CX101 of the Civil Complex Center for the Superior Court for the State of California, County of Orange, 751 W. Santa Ana Blvd., Santa Ana, CA 92701 for the purposes of determining whether the proposed Settlement is fair, adequate, and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and costs, whether to approve the payment to the LWDA, and whether to approve Plaintiff’s request for the Service Payment. This hearing may be continued or rescheduled by the Court without further notice to you other than by you checking the Court’s docket. If you do not object to the proposed Settlement, you can, but do not need to, appear at the hearing and do not need to take any other action. Class Counsel will answer any questions that the Judge may have.

## 9. HOW CAN I GET MORE INFORMATION?

For your convenience, the Administrator has uploaded key case documents (including the Settlement Agreement, the Class Notice Packet, Motion for Preliminary Approval, and Orders granting Preliminary Approval, Final Approval, and the Judgment) for this case to the following website: **INSERT URL HERE**. The website will be active for at least 180 days.

If you have questions about this Notice, the process to opt-out or object, or the Settlement, or if you did not receive this Notice in the mail but obtained it through other means and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this Notice be sent to you in the mail. Additionally, should you desire any additional information, or if you wish to communicate directly with Class Counsel, you may contact them at the contact information noted below:

| Settlement Administrator                                                                       | Class Counsel                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div>Name</div> <div>Mailing Address</div> <div>Telephone Number</div> <div>Case Website</div> | Brian Mankin, Esq.<br><i>brian@LMLfirm.com</i><br>Peter Carlson, Esq.<br><i>peter@LMLfirm.com</i><br>Lauby Mankin Lauby LLP<br>5198 Arlington Ave, PMB 513<br>Riverside, CA 92504<br>Tel: (951) 320-1444 |

You may also seek advice from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is posted on the Administrator's website (above), as well as on file with the Court and attached to the **Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement** filed on [REDACTED], 2026 and which is available to be inspected at any time during regular business hours at the Office of the Clerk, Orange County Superior Court, at 700 Civic Center Drive West, Santa Ana, CA 92701.

**DO NOT WRITE OR TELEPHONE THE SUPERIOR COURT  
TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

**10. WHAT IF I DO NOT GET OR LOSE MY SETTLEMENT CHECK(S)?**

The settlement check(s) will automatically expire 180 days after the check(s) is mailed. If you do not receive or do not cash any check, you may contact the Administrator to request that the check(s) be reissued so long as more than 180 days from the mailing of the third check has not passed. For any payments that are not cashed within 180 days of the third and final payment, the payment will be void and a stop-payment will be issued on any outstanding checks, and the Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the recipient. Contact the California State Controller's Office for information on how to claim uncashed funds.

**11. WHAT IF MY ADDRESS HAS CHANGED?**

To ensure that you receive your check, you should immediately notify the Administrator if you have moved or otherwise changed your mailing address.

# REQUEST FOR EXCLUSION FORM

**Senator v. International Financial Solutions, LLC, et al.**

*Orange County Superior Court, Case No. 30-2025-01480074-CU-OE-CXC*

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

**DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)**

☐

**YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.**

☐

**NO: SIGN, DATE, AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.**

**By signing below, I am excluding myself from the Settlement:**

I do NOT want to participate in the settlement in *Senator v. International Financial Solutions, LLC* (Orange County Superior Court Case No. 30-2025-01480074-CU-OE-CXC). I understand that, by excluding myself from the settlement, I will not receive any money from the settlement other than an Individual PAGA Payment if I qualify as an Aggrieved Employee (see first page of the Court Approved Notice of Class Action Settlement).

Signed on \_\_\_\_\_, 2026

[NAME]

**MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:**

**Settlement Administrator:**

Name

Mailing Address

Telephone Number

# DISPUTE FORM

**Senator v. International Financial Solutions, LLC, et al.**  
*Orange County Superior Court, Case No. 30-2025-01480074-CU-OE-CXC*

Please verify and/or complete any missing identifying information:

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

The following charts are based on the records of Defendants International Financial Solutions, LLC, Boostify Media, LLC, Maziar Bordbar, and Hoda Hajirnia (“Defendants”) and reflect the time that you performed work for Defendants during the applicable periods:

| <i>Data Points for Calculations of Individual Class Payment</i> |          |
|-----------------------------------------------------------------|----------|
| Weeks Worked from 11/1/2023 to [INSERT DATE]                    | [INSERT] |

| <i>Data Points for Calculations of Individual PAGA Payment</i> |          |
|----------------------------------------------------------------|----------|
| Weeks Worked from 5/1/2024 to [INSERT DATE]                    | [INSERT] |

**DO YOU DISAGREE WITH THE INFORMATION ABOVE AND WANT THE PARTIES AND ADMINISTRATOR TO INVESTIGATE FURTHER?**

☐ **NO: STOP HERE -- DO NOT RETURN THIS FORM.**

☐ **YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM.**

**DO NOT RETURN THIS FORM IF YOU DO NOT DISPUTE THE NUMBER OF WORKWEEKS AND/OR PAY PERIODS LISTED ABOVE.**

Please state why you believe that you should be credited with more Weeks Worked than shown in the chart and attach copies (not originals) of supporting documentation. The Parties and Administrator will consider your evidence and attempt to resolve your dispute, but the Court will render a final decision.

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Signed on \_\_\_\_\_, 2026  
[NAME]

MAIL TO THE ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN  
[INSERT DEADLINE]:

|                                             |
|---------------------------------------------|
| <b><u>Administrator:</u></b>                |
| Name<br>Mailing Address<br>Telephone Number |