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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

RAFAEL LIRA CUPA, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

v.

ORGANICGIRL, LLC, a California limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23CV003744

Honorable Ian A. Rivamonte
Department 14

DECLARATION OF BETH PARIS ON BEHALF OF APEX CLASS ACTION, LLC, IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: November 13, 2026
Time: 8:30 a.m.
Dept.: 14

DECLARATION OF BETH PARIS

I, Beth Paris, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am a Project Manager for Apex Class Action, LLC (hereinafter referred to as "Apex"), the professional settlement services provider who has been retained by the Parties' Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above-captioned *Rafael Lira Cupa v. organicgirl, LLC* matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally acquainted with the information contained herein, and in the event of being summoned to provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

2. Apex Class Action's team has been directly involved with class action administration for a combined 150 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. Apex was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and claims administration, pursuant to the terms of the Joint Stipulation of Settlement and Release of Class and PAGA Actions ("Settlement"), in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice of Class Action Settlement*, in English and Spanish (referred to as "Notice Packet"); (b) receiving and processing Requests for Exclusion; (c) resolving disputes among Settlement Class Members regarding the number of Workweeks recorded by Defendant during the Class Period, as stated on their individualized Notice Packet; (d) calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

CLASS DATA AND NOTICE PROCESS

4. On May 13, 2026, Counsel for the Plaintiff provided Apex with the Court-approved content for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which was approved by the Parties' Counsel prior to mailing.

5. On May 28, 2026, Counsel for the Defendant provided Apex with the Class List and Data, comprising the names, Social Security numbers, last known mailing addresses, telephone numbers, total number of relevant Workweeks for the Class Period, and total number of PAGA Pay Periods worked during the PAGA Period for 1,582 individuals identified as Settlement Class Members and 972 individuals identified as PAGA Members, for a total of 1,582 individuals. Apex reviewed & cleansed the data for duplicates, discrepancies, and potential omissions. Apex identified discrepancies in the number of Workweeks and PAGA Pay Periods, including duplicate records, and sought clarification from Defendant before finalizing the Class List and Data. The final Class List and Data consisted of 1,570 individuals identified as Settlement Class Members and 968 individuals identified as PAGA Members, for a total of 1,570 individuals.

6. In preparation for the mailing process, all 1,570 names and addresses listed in the Class List and Data underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice Packet. The NCOA database contains records of address change requests submitted to the USPS. If an updated address was found in the NCOA database, it was used to mail the Notice Packet. However, when no updated address was found in the NCOA database, the original address provided by Counsel for Defendant was used to mail the Notice.

7. On June 8, 2026, the Notice was sent to all 1,570 individuals listed in the Class List and Data via U.S First Class Mail. A true and correct copy of the Notice Packet is attached as **Exhibit A**.

UNDELIVERABLE NOTICES, REMAILED NOTICES, AND SKIP TRACING

8. As of the date of this declaration, our office has received 148 returned Notice Packets as undeliverable. Apex conducted a computerized skip trace on the 148 returned Notice Packets to obtain

updated addresses for remailing the Notice Packets. This skip-trace effort resulted in 111 updated addresses, to which we promptly re-mailed the Notice Packets via U.S. First-Class Mail.

9. As of the date of this Declaration, 33 Notice Packets have been considered undeliverable as no updated address was found as a result of skip tracing.

REQUESTS FOR EXCLUSION, OBJECTION(S) AND DISPUTE(S)

10. The Response Deadline was August 7, 2026. An extended Response Deadline for Settlement Class Members who received a remailed notice was August 24, 2026.

11. As of the date of this Declaration, Apex has received one (1) Request for Exclusion from the Class Settlement from Susan Ajeska. The deadline for submitting a Request for Exclusion from the Settlement was August 7, 2026. A true and correct copy of the redacted Request for Exclusion is attached as **Exhibit B**.

12. As of the date of this Declaration, Apex has not received any objections to the Class Settlement. The deadline for submitting a written objection to the Settlement was August 7, 2026.

13. As of the date of this Declaration, Apex has not received any disputes from Settlement Class Members or PAGA Members. The deadline for submitting a dispute was August 7, 2026.

14. As of the date of this declaration, Apex will report 1,569 Participating Class Members, constituting 99.94% of the Settlement Class.

ALLOCATION OF GROSS SETTLEMENT AMOUNT

15. The total number of Workweeks worked by Participating Class Members during the Class Period is 102,588. The total Workweeks did not exceed the Certified Workweek Amount.

16. The Net Settlement Amount available to Participating Class Members is estimated to be ($534,676.67) and was calculated by subtracting the requested Class Counsel's fees ($438,333.33), the amount requested for Class Counsel's Expenses ($16,000.00), the requested Enhancement Payment ($10,000.00), the requested Settlement Administration Expenses ($15,990.00), and the PAGA Penalties ($300,000.00) from the Gross Settlement Amount ($1,315,000.00).

17. The *highest* Individual Class Payment to a Participating Class Member is currently estimated to be approximately $1,396.78, the *average* Individual Class Payment is currently estimated to be

approximately $340.78, and the *lowest* Individual Class Payment is currently estimated to be approximately $5.21. These amounts are subject to employee-side tax and withholdings.

18. Pursuant to the Agreement, 25% of the PAGA Payment ($75,000.00) will be allocated to PAGA Members regardless of whether they opt out of the Class settlement. PAGA Members cannot opt out of the PAGA settlement. There are 968 PAGA Members who worked a total of 50,300 Pay Periods during the PAGA Period.

19. The *highest* Individual PAGA Payment to a PAGA Member is approximately $180.42, the *average* Individual PAGA Payment is approximately $77.48, and the *lowest* Individual PAGA Payment is approximately $1.49.

ADMINISTRATION COSTS

20. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred and anticipated expenses, amount to $15,990.00. Apex will proceed with additional tasks related to this matter, such as calculating settlement award payments, issuing and mailing settlement award checks, handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed upon by the Parties or ordered by the Court for Apex to undertake.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct, and that this Declaration was executed this 2nd day of October 2026, in Irvine, California.

Beth Paris

BETH PARIS

EXHIBIT A

Rafael Lira Cupa v. organicgirl, LLC
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»
Apex ID: «Apex_ID» «Tray_PC» «D
«Full_Name»
«Address_1»
«City», «State» «Zip»

Rafael Lira Cupa v. organicgirl, LLC
Monterey County Superior Court, Case No. 23CV003744
NOTICE OF PROPOSED CLASS ACTION SETTLEMENT ("Notice")

I. WHY IT IS IMPORTANT TO READ THIS NOTICE

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION. YOU MAY BE ENTITLED TO MONETARY COMPENSATION FROM THIS SETTLEMENT.

YOU ARE NOT BEING SUED

You are being sent this Notice because records indicate that you were an hourly-paid employee of organicgirl, LLC ("organicgirl" or "Defendant") from November 15, 2019, through December 31, 2024. This Notice relates to a proposed settlement (**"Settlement"**) of a Private Attorney General Act ("PAGA") and class action litigation brought against organicgirl. If you are a Class Member, this Notice contains important information about your right to a payment from the Settlement or to be excluded from the class portion of the Settlement according to the procedures described below. If you are a PAGA Member, this Notice contains important information about your right to a payment from the PAGA portion of the Settlement.

Pursuant to the Order Granting Preliminary Approval of Class Action Settlement, the Superior Court for the State of California, County of Monterey, the Honorable Ian A. Rivamonte, presiding, entered on May 12, 2026, you are hereby notified as follows:

A proposed Settlement has been reached between the parties in the lawsuit titled *Rafael Lira Cupa v. organicgirl, LLC,* Monterey Superior Court Case No. 23CV003744. The Settlement is on behalf of all persons employed by organicgirl in the State of California as hourly-paid employees at any time between November 15, 2019, through December 31, 2024 (the **"Class Period"**), (the **"Settlement Class"** or **"Settlement Class Members"**). You have received this notice because Defendant's records indicate that you are a Settlement Class Member and/or PAGA Member and therefore entitled to a payment from the settlement. The PAGA Period runs from September 8, 2022, through December 31, 2024 (the "**PAGA Period**"). PAGA Members means all current and former hourly-paid employees who worked for Defendant within the State of California during the PAGA Period (the **"PAGA Members"**).

In addition to conditionally approving the Settlement, the Court also conditionally approved Plaintiff Rafael Lira Cupa (**"Plaintiff"** or **"Named Plaintiff"**) to serve as a class representative, and Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini, Selena Matavosian, and Erica Stepanian of Lawyers *for* Justice, PC, to serve as Class Counsel.

The Court will decide whether to provide final approval of the Settlement at a court hearing scheduled for November 13, 2026, at 8:30 a.m., before the Honorable Ian A. Rivamonte in Department 14 of the Superior Court of California, County of Monterey, which is located at 1200 Aguajito Road, Monterey, California, 93940 (the **"Final Approval Hearing").** At the Final Approval Hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. At the Final Approval Hearing, the Court will also determine Class Counsel's request for attorneys' fees, litigation expenses, administration expenses, penalties under Labor Code §§ 2698 *et seq*., and the enhancement payment. The Final Approval Hearing may be continued by the Court without further notice to the Class. It is not necessary for you to appear at this Final Approval Hearing, but you are welcome to do so.

II. WHAT THIS LITIGATION IS ABOUT

On November 15, 2023, Plaintiff filed the Action entitled *Rafael Lira Cupa v. organicgirl, LLC*, Case No. 23CV003744, in the Superior Court of California, County of Monterey, on behalf of himself and all others similarly situated. The operative complaint in this Action alleges claims for: (1) Unpaid Overtime; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Wages Not Timely Paid During Employment; (7) Non-Compliant Wage Statements; (8) Failure to Keep Requisite Payroll Records; (9) Unreimbursed Business Expenses; (10) Unfair and Unlawful Business Practices; and (11) Private Attorneys General Act (PAGA), premised on similar theories of liability (collectively, the "Action").

Defendant denies and continues to deny the allegations in the Action. Defendant contends that it has acted in compliance with the law at all times. There has been no finding of any wrongdoing or liability by Defendant. Defendant does not admit to any wrongdoing or liability. Defendant also does not admit that the Action can or should proceed as a PAGA and/or class action. There has been no trial in this case. Instead,

both sides recognize the risks, expenses, and disruption associated with continued litigation, and they have therefore chosen to resolve their differences by entering into a settlement. By doing so, the parties can avoid the cost of a trial; however, PAGA Members and Settlement Class Members, if the court grants final approval of the Settlement, are still entitled to receive payments. The parties entered into this settlement after arm's-length negotiations while using the services of an experienced and neutral mediator. Plaintiff and Class Counsel believe that the proposed settlement is fair and reasonable and is in the best interest of the PAGA Members and Settlement Class Members.

Plaintiff and Defendant (where appropriate, Plaintiff and Defendant will be collectively referred to as the **"Parties"**) have now reached the Settlement on behalf of the Class and PAGA Members. Accordingly, the Parties have entered into a Joint Stipulation of Settlement and Release of Class and PAGA Actions (the **"Settlement Agreement"**), which the Court preliminarily approved on May 12, 2026.

The Parties and their respective counsel recognize the inherent risk and expense of continued proceedings necessary to continue this Action. The Parties and their counsel have also taken into account the extensive settlement negotiations that have been conducted. Based on the foregoing, the Parties believe the Settlement confers substantial benefits to all Class Members, is a fair, adequate, and reasonable settlement, and is in the best interests of all Settlement Class Members. The Court finds only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

III. SUMMARY OF THE SETTLEMENT TERMS

The Parties have agreed to settle the Action in exchange for the Class Settlement amount of no more than One Million Three Hundred Fifteen Thousand Dollars ($1,315,000.00) (**"Gross Settlement Amount"**). The Gross Settlement Amount includes: (a) the Individual Settlement Payments to the Class Participants; (b) the Class Counsel Attorneys' Fees award to Class Counsel of up to 33.33% (i.e., $438,333.33 if the Gross Settlement Amount remains $1,315,000.00); (c) reimbursement of reasonable documented costs incurred by Class Counsel of up to Sixteen Thousand Dollars ($16,000.00); (d) the Enhancement Payment to Plaintiff, in an amount not to exceed Ten-Thousand Dollars ($10,000.00); (e) Administrative Expenses to Apex Class Action, LLC (the "Settlement Administrator"), in an amount no greater than Seventeen Thousand Dollars ($17,000.00); and (f) payment to the California Labor and Workforce Development Agency (**"LWDA"**) in the amount of Two Hundred Twenty Five Thousand Dollars ($225,000.00) as the LWDA's share of the settlement of the PAGA Payment.

The balance that remains after the foregoing deductions for the Enhancement Payment to Plaintiff, Attorneys' Fees and Expenses to Class Counsel, payment to the LWDA, and the Administration Expenses (the **"Net Settlement Amount"**) will be paid to Settlement Class Members who do not opt out of the class portion of the settlement ("Participating Settlement Class Members") and to PAGA Members as Individual Settlement Payments according to the formula set forth below.

The Settlement Administrator will make Individual Settlement Payments to each Participating Settlement Class Member and PAGA Member. All PAGA Members will receive their share of the PAGA portion of the settlement regardless of whether they choose to opt out of the Class Settlement. The Net Settlement Amount shall be divided between all Participating Settlement Class Members based on the number of Workweeks for which they were employed by organicgirl, LLC and placed on assignment at organicgirl as hourly-paid employees in California during the Class Period.

The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Settlement Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Settlement Class Member.

The Administrator will calculate Individual PAGA Payments by (a) dividing the 25% of the PAGA Payment (i.e., $75,000.00) by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of Pay Periods worked during the PAGA Period by each individual PAGA Member.

Based on the Settlement Administrator's review of Defendant's records, the Settlement Administrator intends to credit YOU the following number of Workweeks during the Class Period and/or Pay Periods during the PAGA Period:

Class Member Name: «Full_Name» Class Workweeks: «Work_Weeks» PAGA Pay Periods: «PAGA_Weeks»

IRS Forms W-2 and/or 1099 will be distributed to PAGA Members and Participating Settlement Class Members and the appropriate taxing authorities reflecting the payments that PAGA Members and Participating Settlement Class Members receive under the Settlement. PAGA Members and Participating Settlement Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, each Individual Settlement Payment: (1) for PAGA Members will be allocated 100% to penalties and, (2) for Participating Settlement Class Members will be allocated as 20% to wages, 40% to interest and 40% to penalties. The wage portion of each Participating Settlement Class Members' Individual Settlement Payment will be subject to applicable payroll taxes and withholdings.

Checks made payable to PAGA Members and Participating Settlement Class Members shall remain valid for one hundred eighty (180) days. To the extent that this Notice and/or the Individual Settlement Payment checks are undeliverable, or the Individual Settlement Payment checks are uncashed 180 days after the date listed on the check, the amount of those checks will be transmitted to *cy pres* recipient, Bay Area Legal Aid (BayLegal), 1735 Telegraph Avenue, Oakland, California 94612.

Any Participating Settlement Class Member or PAGA Member who disagrees with the Workweeks and/or Pay Periods as reflected in this Notice shall be allowed to indicate and explain such disagreement by submitting a written statement explaining your dispute to the Settlement Administrator. All written disputes must be postmarked, emailed, or faxed to the Settlement Administrator no later than sixty (60) calendar days after the date the Notice is first mailed (the **"Dispute Deadline Date"**). The Settlement Administrator shall resolve the disagreement with the Participating Settlement Class Member and/or PAGA Member using the employee records provided by Defendant and the Participating Settlement Class Member and/or PAGA Member. The date of the postmark on the envelope or the date of emails or fax confirmations sent to the Settlement Administrator shall be the exclusive means used to determine whether a Participating Settlement Class Member and/or PAGA

Member has "timely" disputed the calculation or application of the formula for determining Individual Settlement Payments.

IV. YOUR OPTIONS UNDER THE SETTLEMENT

Option 1 — *Do Nothing: if you WANT to receive an Individual Settlement Payment.*

Participation in this Settlement does not require the submission of a claim form. Accordingly, if the Court grants final approval of the Settlement at the Final Approval Hearing, and you have not affirmatively opted-out of the Class portion of the Settlement by preparing and returning an opt-out request described in Option 2 below, you will be mailed a check for your Individual Settlement Payment, minus applicable withholdings, by the Settlement Administrator. You will be bound by the Released Class Claims and all other terms of the Settlement unless you follow Option 2 below. Defendant will not retaliate against any employee because he or she chooses to participate in this Settlement.

Option 2 — *Opt Out of the Class Settlement: if you opt-out of the Class Settlement, you will NOT receive an Individual Class Payment.*

If you do not wish to participate in the Class Settlement, you may exclude yourself from participating in the lass portion of the settlement by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice, have decided not to participate in the Class Settlement, and desire to be excluded or that you "opt-out" from the Class Settlement. If you do not submit a timely written request to opt-out, then you will be bound by the release of claims as set forth in Section V below **("Released Class Claims")** and all other terms of the Settlement. Your written request (the "Opt-Out Statement") must state (or contain words substantially similar to) the following:

> "I have received the Notice of Class Action Settlement of the Action titled *Rafael Lira Cupa v. organicgirl, LLC,* Monterey County Superior Court Case No. 23CV003744. I wish to opt out of the Class Settlement. I understand that by requesting to be excluded from the Settlement Class, I will not receive any payment from the Settlement approved by the Court in the Action."

The written Opt-Out Statement also must set forth your full name (including the name you used while employed with Defendant, if different), address, last four digits of your Social Security Number, and telephone number. You must sign, date, and either email, mail, or fax the Opt-Out Statement to the Settlement Administrator by First Class U.S. Mail to the address, fax number, or email address below:

Rafael Lira Cupa v. organicgirl, LLC Class Action Settlement
Apex Class Action, LLC
PO Box 54668,
Irvine, CA 92619
Phone Number: 1-800-355-0700
Fax: (949) 989-4428
support@apexclassaction.com

If you wish to exclude yourself from the Class Settlement, you must submit a written Opt-Out Statement to the Settlement Administrator no later than August 7, 2026.

If you submit an Opt-Out Statement that is not postmarked, emailed, or faxed by August 7, 2026, subject to the Court's final determination, it may be rejected, and you will be included in the Settlement Class and bound by the Released Class Claims and all other terms of the Class Settlement, and you will receive the appropriate Individual Settlement Payment. Similarly, should you receive and cash a check for your Individual Settlement Payment and elect to opt-out of the Class Settlement, your attempt to opt-out may be deemed void, and you will be included in the Settlement Class and bound by the Released Class Claims and all other terms of the Settlement. Similarly, if you submit both an Opt-Out Statement and an objection, your Opt-Out Statement will be deemed void. Even if a Class Member opts out of the Class Settlement, the Class Member shall still receive a share of the PAGA payment and release of that claim (if you worked any pay periods during the PAGA period). There is no mechanism to opt out of the PAGA portion of this settlement.

Option 3 — Make an Objection With the Court and Remain a Member of the Settlement Class. A Participating Settlement Class Member, who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the class portion of the proposed Settlement. To object to the Class Settlement, you must remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement.

If you wish to object to the Class Settlement, then you may do so by submitting a written objection to the Settlement Administrator. If you wish to submit a written objection to the Class Settlement, then you must submit your written statement to the Settlement Administrator by either mail, fax, or email. A written objection must include your name, address, telephone number, and the last four digits of your Social Security number and must state with particularity the factual and legal basis on which any objections are asserted.

All written objections must be submitted to the Settlement Administrator by either mail, email, or fax, not later than August 7, 2026. The date of the postmark on the mailing envelope, or the date of the fax or email transmission to the Settlement Administrator, shall be the exclusive means used to determine whether a written objection was timely submitted.

The Court will hear from any Settlement Class Member who attends the final approving hearing and asks to speak.

V. THE BINDING EFFECT OF THE SETTLEMENT

Upon the Court's final approval of the settlement and full funding of the Gross Settlement Amount and Employer's Taxes, and except as to such rights or claims as may be created by the settlement, Plaintiff and Participating Settlement Class Members (i.e., Settlement Class Members who have not effectively opted-out of the settlement as described below), release all claims, rights, demands, liabilities, damages, penalties, attorneys' fees, costs, and causes of action of every nature and description, arising from any and all claims which were asserted in the Action or reasonably could have been asserted based on the facts alleged in the Action, including statutory, constitutional or common law claims for

wages, damages, unpaid costs, liquidated damages, penalties, interest, attorneys' fees, litigation costs, restitution, equitable relief, or other relief based on the following claims: all claims for (1) Unpaid Overtime; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Wages Not Timely Paid During Employment; (7) Non-Compliant Wage Statements; (8) Failure to Keep Requisite Payroll Records; (9) Unreimbursed Business Expenses; and (10) Unfair And Unlawful Business Practices (collectively, **"Released Class Claims"**).

Upon the Court's final approval of the settlement and full funding of the Gross Settlement Amount and Employer's Taxes, Plaintiff, PAGA Members, and the State of California released all claims, theories, and causes of action alleged or that could have been alleged or otherwise raised based on the factual allegations set forth in Plaintiff's Complaint, letter to LWDA dated September 8, 2023, which includes claims under Labor Code sections 201, 202, 204, 210, 226, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq*., 2800, 2802 and corresponding Wage Orders, including theories for (1) Unpaid Overtime; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Wages Not Timely Paid During Employment; (7) Non-Compliant Wage Statements; (8) Failure to Keep Requisite Payroll Records; (9) Unreimbursed Business Expenses; (10) Unfair And Unlawful Business Practices; and (11) Private Attorneys General Act (PAGA) (**"Released PAGA Claims"**).

If the Settlement is not finally approved by the Court, or if any of its conditions are not satisfied, the Settlement will be voided, no money will be paid, and the Action will revert to litigation. However, if that happens, there is no assurance that: (a) any decision at trial would be in favor of any Class Members; (b) a favorable trial decision, if any, would be as favorable to any Class Members as the Settlement; or (c) any favorable trial decision would be upheld if an appeal was filed. The Court has expressed no opinion regarding the merits of the claims asserted in the Action.

VI. ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the Settlement. For a more detailed statement of the matters involved in the Action and the Settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the Action, which may be inspected at the Records public window of the Monterey County Superior Court, 1200 Aguajito Road, Monterey, California 93940, during regular business hours of each court day.

To the extent there are any conflicts between this Notice and the terms of the Settlement Agreement, the terms of the Settlement Agreement will govern.

DO NOT CALL OR CONTACT THE CLERK OF THE COURT OR THE JUDGE FOR INFORMATION ABOUT THE SETTLEMENT.

If you have any questions about the Settlement, you may contact the Settlement Administrator at the following address or numbers:

Rafael Lira Cupa v. organicgirl, LLC Class Action Settlement
Apex Class Action, LLC
PO Box 54668,
Irvine, CA 92619
Phone Number: 1-800-355-0700
Fax: (949) 989-4428
support@apexclassaction.com

I. POR QUÉ ES IMPORTANTE LEER ESTE AVISO

LEA ESTE AVISO DETENIDAMENTE. SUS DERECHOS PUEDEN VERSE AFECTADOS POR LOS PROCEDIMIENTOS LEGALES EN ESTA DEMANDA. USTED PODRÍA TENER DERECHO A UNA COMPENSACIÓN MONETARIA DERIVADA DE ESTE ACUERDO.

NO LE ESTÁN DEMANDANDO

Se le envía este Aviso porque los registros indican que usted fue un empleado pagado por horas de organicgirl, LLC ("organicgirl" o "Demandado") desde el 15 de noviembre de 2019 hasta el 31 de diciembre de 2024. Este Aviso se refiere a una propuesta de acuerdo (**"Acuerdo"**) de la Ley de Acción Privada del Fiscal General ("PAGA") y una demanda colectiva presentada contra organicgirl. Si usted es Miembro de Clase, este Aviso contiene información importante sobre su derecho a recibir un pago del Acuerdo o a ser excluido de la parte de la conciliación colectiva del Acuerdo, según los procedimientos que se describen a continuación. Si usted es Miembro PAGA, este Aviso contiene información importante sobre su derecho a recibir un pago de la parte del Acuerdo correspondiente a PAGA.

De conformidad con la Orden que otorga la Aprobación Preliminar del Acuerdo de Demanda Colectiva, el Tribunal Superior del Estado de California, Condado de Monterey, el Honorable Ian A. Rivamonte, presidiendo, con fecha del 12 de mayo de 2026, por la presente se le notifica lo siguiente:

Se ha llegado a un Acuerdo propuesto entre las partes en la demanda titulada *Rafael Lira Cupa v. organicgirl, LLC,* Caso Número 23CV003744 del Tribunal Superior de Monterey. El Acuerdo se celebra en nombre de todas las personas empleadas por organicgirl en el estado de California como empleados pagados por hora en cualquier momento entre el 15 de noviembre de 2019 y el 31 de diciembre de 2024 (el **"Período del Acuerdo"**) (la **"Clase del Acuerdo"** o **"Miembros de Clase del Acuerdo"**). Usted ha recibido este aviso porque los registros del Demandado indican que usted es un Miembro de Clase del Acuerdo y/o un Miembro PAGA y, por lo tanto, tiene derecho a un pago de esta conciliación. El Período de PAGA comprende desde el 8 de septiembre de 2022 hasta el 31 de diciembre de 2024 (el **"Período de PAGA"**). Miembros PAGA se refieren a todos los empleados actuales y pasados pagados por hora y que trabajaron para el Demandado dentro del Estado de California durante el Período de PAGA (los **"Miembros PAGA"**).

Además de aprobar condicionalmente el Acuerdo, el Tribunal también aprobó condicionalmente al Demandante Rafael Lira Cupa (**"Demandante"** o **"Demandante Nombrado"**) para que actúe como representante de la clase, y Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini, Selena Matavosian y Erica Stepanian, de Lawyers *for* Justice, PC, para que actúen como Abogados de la Clase.

El Tribunal decidirá si otorga la aprobación definitiva del Acuerdo en una audiencia judicial programada para el 13 de noviembre de 2026 a las 8:30 a.m., ante el Honorable Ian A. Rivamonte en el Departamento 14 del Tribunal Superior de California, Condado de Monterey, que se encuentra en 1200 Aguajito Road, Monterey, California 93940, (la **"Audiencia de Aprobación Definitiva"**). En esta audiencia, el Tribunal determinará si el Acuerdo debe aprobarse definitivamente por ser justo, razonable y adecuado. En la Audiencia de Aprobación Definitiva, el Tribunal también determinará la solicitud de los Abogados de la Clase por honorarios, gastos de litigio y administrativos, sanciones bajo las Secciones 2698 *y sig.,* del Código Laboral y el pago de incentivo. El Tribunal podrá reprogramar esta audiencia sin previo aviso a la Clase. No es necesario que comparezca en esta audiencia, pero puede hacerlo si lo desea.

II. DE QUÉ TRATA ESTE LITIGIO

El 15 de noviembre de 2023 el Demandante presentó la Demanda titulada *Rafael Lira Cupa v. organicgirl, LLC*, Caso Número 23CV003744, en el Tribunal Superior de California, Condado de Monterey, en nombre propio y de todos los demás en situación similar. La denuncia operativa en esta Demanda alega reclamaciones por: (1) Horas extras no pagadas; (2) Primas por período de comida no pagadas; (3) Primas por período de descanso no pagadas; (4) Salarios mínimos no pagados; (5) Salarios finales no pagados a tiempo; (6) Salarios no pagados a tiempo durante el empleo; (7) Declaraciones de salario que no cumplen con los requisitos; (8) Incumplimiento de mantener los registros de nómina requeridos; (9) Gastos comerciales no reembolsados; (10) Prácticas comerciales injustas e ilegales; y (11) Ley de Acción Privada del Fiscal General (PAGA), basadas en teorías de responsabilidad similares (colectivamente, la "Demanda").

El Demandado niega y continúa negando las alegaciones contenidas en la Demanda. Además, sostiene que ha actuado en cumplimiento de la ley en todo momento. No se ha constatado ninguna irregularidad ni responsabilidad por parte del Demandado. También no admite haber cometido ningún delito ni ser responsable de ningún error. El Demandado tampoco admite que la Demanda pueda o deba proceder como una demanda de PAGA y/o una demanda colectiva. No se ha celebrado ningún juicio en este caso. En cambio, ambas partes reconocen los riesgos, los gastos y las molestias que conlleva continuar con el litigio y, por lo tanto, han optado por resolver sus diferencias mediante una conciliación. De este modo, las partes pueden evitar el coste de un juicio; sin embargo, los Miembros PAGA y los Miembros de Clase del Acuerdo, en caso de que el tribunal apruebe definitivamente el Acuerdo, seguirán teniendo derecho a recibir pagos. Las partes llegaron a este acuerdo tras negociaciones independientes, con la ayuda de un mediador experimentado y neutral. El Demandante y los Abogados de la Clase consideran que el acuerdo propuesto es justo y razonable y que redunda en el mejor interés de los Miembros PAGA y de los Miembros de Clase del Acuerdo.

El Demandante y el Demandado (cuando proceda, el Demandante y el Demandado serán denominados colectivamente las **"Partes")** han alcanzado el Acuerdo en nombre de la Clase y de los Miembros PAGA. En consecuencia, las Partes han celebrado una Estipulación Conjunta de Conciliación y Liberación de Demandas Colectivas y de PAGA (el **"Acuerdo de Conciliación"),** que el Tribunal aprobó preliminarmente el 12 de mayo de 2026.

Las Partes y sus respectivos abogados reconocen el riesgo y el costo inherentes a los procedimientos continuos necesarios para proseguir con esta Demanda. También han tenido en cuenta las extensas negociaciones realizadas para llegar a un acuerdo. Sobre la base de lo anterior, las Partes creen que el Acuerdo confiere beneficios sustanciales a todos los Miembros de Clase, es un acuerdo justo, adecuado y razonable, y redunda en el mejor interés de todos los Miembros de Clase del Acuerdo. El Tribunal considera únicamente que existen pruebas suficientes para sugerir que el acuerdo propuesto podría ser justo, adecuado y razonable, y que cualquier decisión final sobre esas cuestiones se tomará en la audiencia de aprobación definitiva.

III. RESUMEN DE LOS TÉRMINOS DEL ACUERDO

Las Partes han acordado resolver la Demanda a cambio de una Conciliación Colectiva por un monto no superior a un millón trescientos quince mil dólares ($1,315,000.00) (**"Monto Bruto del Acuerdo"**). Este monto incluye: (a) los Pagos Individuales del Acuerdo a los Participantes de Clase; (b) los Honorarios de los Abogados de la Clase otorgados de hasta el 33.33% (es decir, $438,333.33 si el Monto Bruto del Acuerdo permanece en $1,315,000.00); (c) el reembolso de los costos documentados razonables incurridos por los Abogados de la Clase de hasta dieciséis mil dólares ($16,000.00); (d) el Pago de Incentivo al Demandante, en un monto que no exceda los diez mil dólares ($10,000.00); (e) los Gastos Administrativos para Apex Class Action, LLC (el "Administrador del Acuerdo"), en un monto no mayor a diecisiete mil dólares ($17,000.00); y (f) el pago a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("**LWDA**") por la cantidad de doscientos veinticinco mil dólares ($225,000.00) como la parte del acuerdo del Pago de PAGA.

El saldo que queda después de las deducciones anteriores (Pago de Incentivo al Demandante, los Honorarios y Gastos de los Abogados de la Clase, el pago a la LWDA y los Gastos de Administración (el **"Monto Neto del Acuerdo"**) se pagará a los Miembros de Clase del Acuerdo que no opten por no participar en la parte colectiva ("Miembros de Clase Participante del Acuerdo") y a los Miembros PAGA como Pagos Individuales del Acuerdo con la fórmula que se establece a continuación.

El Administrador del Acuerdo efectuará los Pagos Individuales del Acuerdo a cada Miembro de Clase Participante del Acuerdo y a cada Miembro PAGA. Todos los Miembros PAGA recibirán la porción que les corresponde del Acuerdo PAGA, independientemente de si deciden no participar en el Acuerdo Colectivo. El Monto Neto del Acuerdo se dividirá entre todos los Miembros de Clase Participante del Acuerdo en función del número de Semanas laborales durante las cuales fueron empleados por organicgirl, LLC y asignados a organicgirl como empleados pagados por hora en California durante el Período de Clase.

El Administrador calculará los Pagos Individuales de Clase (a) dividiendo el Monto Neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros de Clase Participante del Acuerdo, y (b) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Miembro.

El Administrador calculará los Pagos Individuales de PAGA (a) dividiendo el 25% del Pago de PAGA (es decir, $75,000.00) entre el número total de Períodos de Pago de PAGA trabajados por todos los Miembros PAGA y (b) multiplicando el resultado por el número de Períodos de Pago trabajados durante el Período de PAGA por cada Miembro PAGA.

Con base en la revisión de los registros del Demandado realizada por el Administrador del Acuerdo, este tiene la intención de ACREDITARLE la siguiente cantidad de Semanas Laborales durante el Período de Clase y/o Períodos de Pago durante el Período de PAGA:

Nombre del Miembro de Clase: «Full_Name» Semanas laborales de Clase: «Work_Weeks»

Períodos de Pago de PAGA:«PAGA_Weeks»

Los formularios W-2 y/o 1099 del IRS se distribuirán a los Miembros PAGA y a los Miembros de Clase Participante del Acuerdo, así como a las autoridades fiscales correspondientes, reflejando los pagos que los Miembros PAGA y los Miembros de Clase Participante del Acuerdo reciben en virtud del Acuerdo. Los Miembros PAGA y los Miembros de Clase Participante del Acuerdo deben consultar con sus asesores fiscales sobre las consecuencias fiscales de los pagos que reciban en virtud del Acuerdo. Para los fines de este Acuerdo, cada Pago Individual del Acuerdo: (1) para los Miembros PAGA se asignará el 100% a sanciones y (2) para los Miembros de Clase Participante del Acuerdo se asignará el 20% a salarios, el 40% a intereses y el 40% a sanciones. La parte salarial de cada Pago Individual del Acuerdo que reciban los Miembros de Clase Participante del Acuerdo estará sujeta a los impuestos sobre la nómina y a las retenciones aplicables.

Los cheques emitidos seguirán siendo válidos durante ciento ochenta (180) días. En la medida en que este Aviso y/o los cheques de Pago Individual del Acuerdo no se puedan entregar, o que no se cobren 180 días después de la fecha que figura, el monto de esos cheques se transmitirá a Bay Area Legal Aid (BayLegal), beneficiario *cy pres*, ubicado en 1735 Telegraph Avenue, Oakland, California 94612.

Cualquier Miembro de Clase Participante del Acuerdo o Miembro PAGA que no esté de acuerdo con las Semanas laborales y/o los Períodos de Pago que se reflejan en este Aviso podrá indicar y explicar dicho desacuerdo, presentando una declaración escrita que impugne dichas disposiciones al Administrador del Acuerdo. Todas las impugnaciones escritas deben presentar sello postal, ser enviadas por correo electrónico o por fax al Administrador del Acuerdo a más tardar sesenta (60) días calendario después de la fecha en que se envía por primera vez el Aviso (la **"Fecha Límite para Impugnar"**). El Administrador del Acuerdo resolverá el desacuerdo con el Miembro Participante de Clase del Acuerdo y/o el Miembro PAGA, utilizando los registros laborales proporcionados por el Demandado y el dicho Miembro. La fecha del sello postal del sobre, la fecha de los correos electrónicos o las confirmaciones por fax enviadas al Administrador del Acuerdo serán el único medio para determinar si un Miembro de Clase Participante del Acuerdo y/o un Miembro PAGA ha impugnado "oportunamente" el cálculo o la aplicación de la fórmula para determinar los Pagos Individuales del Acuerdo.

IV. SUS OPCIONES EN VIRTUD DEL ACUERDO

Opción 1 — ***No haga nada: si DESEA recibir un Pago Individual del Acuerdo***

La participación en este Acuerdo no requiere la presentación de un formulario de reclamación. Por consiguiente, si el Tribunal otorga la aprobación definitiva del Acuerdo en la Audiencia de Aprobación Definitiva y usted no ha optado expresamente por no participar en la parte

colectiva del Acuerdo mediante la preparación y devolución de una solicitud de exclusión descrita en la Opción 2 a continuación, el Administrador del Acuerdo le enviará por correo un cheque por su Pago Individual del Acuerdo, menos las retenciones aplicables. Estará sujeto a las Reclamaciones Exoneradas de Clase y a todos los demás términos del Acuerdo, salvo que siga la Opción 2. El Demandado no tomará represalias contra ningún empleado por el hecho de que este decida participar en este Acuerdo.

Opción 2 — ***Exclusión del Acuerdo Colectivo: si opta por no participar en el Acuerdo Colectivo, NO recibirá un Pago Individual de Clase.***

Si no desea participar, puede excluirse de la parte colectiva del acuerdo presentando una solicitud por escrito al Administrador del Acuerdo, indicando de forma expresa y clara que ha recibido este Aviso, que ha decidido no participar en el Acuerdo Colectivo y que desea ser excluido o que se "retira" del Acuerdo Colectivo. Si no presenta una solicitud por escrito dentro del plazo establecido para optar por no participar, quedará sujeto a la liberación de las reclamaciones según lo establecido en la Sección V **("Reclamaciones Exoneradas de Clase")** y a todos los demás términos del Acuerdo. Su solicitud por escrito (la "Declaración de Exclusión") debe indicar (o contener palabras sustancialmente similares a) lo siguiente:

> "He recibido el Aviso de Acuerdo de Demanda Colectiva de la Demanda titulada *Rafael Lira Cupa v. organicgirl, LLC,* Caso Número 23CV003744 del Tribunal Superior del Condado de Monterey. Deseo excluirme del Acuerdo Colectivo. Entiendo que, al solicitar mi exclusión del Acuerdo Colectivo, no recibiré ningún pago del Acuerdo aprobado por el Tribunal en la Demanda."

La Declaración de Exclusión escrita también debe incluir su nombre completo (incluido el nombre que utilizó mientras trabajaba para el Demandado, si es diferente), dirección, los últimos cuatro dígitos de su número de Seguro Social y su número de teléfono. Debe firmar, fechar y enviar la Declaración de Exclusión al Administrador del Acuerdo por correo electrónico o correo postal prioritario de EE. UU., a la dirección, número de fax o dirección de correo electrónico que se indican a continuación:

Rafael Lira Cupa v. organicgirl, LLC Class Action Settlement
Apex Class Action, LLC
PO Box 54668,
Irvine, CA 92619
Phone Number: 1-800-355-0700
Fax: (949) 989-4428
support@apexclassaction.com

Si desea excluirse del Acuerdo Colectivo, debe presentar una Declaración de Exclusión por escrito al Administrador del Acuerdo a más tardar el 7 de agosto de 2026.

Si envía una Declaración de Exclusión que no presente sello postal, por correo electrónico o por fax a más tardar el 7 de agosto de 2026, sujeta a la decisión final del Tribunal, puede ser rechazada y usted será incluido en el Acuerdo Colectivo, estará sujeto a las Reclamaciones Exoneradas de Clase y a todos los demás términos del Acuerdo Colectivo, y recibirá el Pago Individual del Acuerdo correspondiente. Del mismo modo, si recibe y cobra un cheque por su Pago Individual del Acuerdo y decide excluirse del mismo, su intento de exclusión puede considerarse nulo y se le incluirá en el Acuerdo Colectivo, quedando sujeto a las Reclamaciones Exoneradas de Clase y a todos los demás términos del Acuerdo. Asimismo, si se presentan tanto una Declaración de Exclusión como una objeción, dicha Declaración se considerará nula. Incluso si un Miembro de Clase decide no participar en el Acuerdo Colectivo, seguirá recibiendo una parte del pago de PAGA y la liberación de esa reclamación (si trabajó en algún período de pago durante el período de PAGA). No existe ningún mecanismo para excluirse de la parte de este acuerdo relativa a la PAGA.

Opción 3: Presentar una objeción ante el Tribunal y seguir siendo un Miembro del Acuerdo Colectivo
Un Miembro de Clase Participante del Acuerdo que no haya optado por no participar y crea que el Acuerdo no debería ser aprobado por cualquier motivo, puede oponerse a la parte colectiva del Acuerdo propuesto. Para oponerse al Acuerdo Colectivo, debe seguir siendo miembro de la Clase y, si el Tribunal aprueba el Acuerdo, quedará sujeto a sus términos.

Si desea oponerse, puede hacerlo mediante una objeción por escrito al Administrador del Acuerdo. Si desea presentar una objeción por escrito al Acuerdo Colectivo, deberá enviar su declaración por escrito al Administrador del Acuerdo por correo postal, fax o correo electrónico. La objeción debe incluir su nombre, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social, y debe indicar con precisión el fundamento fáctico y legal en el que se basan las objeciones.

Todas las objeciones por escrito deben enviarse al Administrador del Acuerdo por correo postal, correo electrónico o fax a más tardar el 7 de agosto de 2026. La fecha del sello postal del sobre de envío, o la fecha del envío por fax o correo electrónico al Administrador del Acuerdo, será el único medio para determinar si una objeción por escrito se presentó a tiempo.

El Tribunal escuchará a cualquier Miembro de Clase del Acuerdo que asista a la audiencia final de aprobación y solicite hablar.

V. EL EFECTO VINCULANTE DEL ACUERDO

Tras la aprobación final del acuerdo por parte del Tribunal y el financiamiento completo del Monto Bruto del Acuerdo y los Impuestos del Empleador, y excepto en cuanto a los derechos o reclamos que puedan crearse por el acuerdo, el Demandante y los Miembros de Clase Participante del Acuerdo (es decir, los Miembros de Clase del Acuerdo que no se hayan excluido efectivamente del acuerdo como se describe a continuación), renuncian a todos los reclamos, derechos, demandas, responsabilidades, daños, sanciones, honorarios de abogados, costos y causas de acción de toda naturaleza y descripción, que surjan de todos y cada uno de los reclamos que se presentaron en la Demanda o que razonablemente podrían haberse presentado con base en los hechos alegados en la Demanda, incluyendo reclamos estatutarios, constitucionales o de derecho común por salarios, daños, costos no pagados, daños liquidados, sanciones, intereses, honorarios de abogados, costos de litigio, restitución, alivio equitativo u otro alivio basado en los siguientes reclamos: todos los reclamos por (1) Horas Extras No Pagadas; (2) Primas

de Período de Comida No Pagadas; (3) Primas de Período de Descanso No Pagadas; (4) Salarios Mínimos No Pagados; (5) Salarios finales no pagados a tiempo; (6) Salarios no pagados a tiempo durante el empleo; (7) Declaraciones de salarios que no cumplen con los requisitos; (8) Incumplimiento en el mantenimiento de los registros de nómina necesarios; (9) Gastos comerciales no reembolsados; y (10) Prácticas comerciales injustas e ilegales (colectivamente, las **"Reclamaciones Exoneradas de Clase"**).

Tras la aprobación final del acuerdo por parte del Tribunal y el financiamiento total del Monto Bruto del Acuerdo y los Impuestos del Empleador, el Demandante, los Miembros PAGA y el Estado de California liberaron todas las reclamaciones, teorías y causas de acción alegadas o que podrían haberse alegado o planteado de otro modo con base en las alegaciones de hecho establecidas en la Demanda del Demandante, carta a LWDA con fecha del 8 de septiembre de 2023, que incluye reclamaciones bajo las secciones 201, 202, 204, 210, 226, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2698, *y sig.*, 2800, 2802 del Código Laboral y las Órdenes Salariales correspondientes, incluidas las teorías por (1) Horas Extras No Pagadas; (2) Primas por Período de Comida No Pagadas; (3) Primas por Período de Descanso No Pagadas; (4) Salarios Mínimos No Pagados; (5) Salarios Finales No Pagados a Tiempo; (6) Salarios no pagados a tiempo durante el empleo; (7) Declaraciones de salario que no cumplen con los requisitos; (8) Incumplimiento en el mantenimiento de los registros de nómina necesarios; (9) Gastos comerciales no reembolsados; (10) Prácticas comerciales injustas e ilegales; y (11) Ley de Acción Privada del Fiscal General (PAGA) (**"Reclamaciones Exoneradas de PAGA"**).

Si el Tribunal no aprueba de manera definitiva el Acuerdo, o si no se cumple alguna de sus condiciones, este quedará anulado, no se abonará ningún pago y el caso volverá a la vía judicial. Sin embargo, si eso sucede, no hay garantía de que: (a) cualquier decisión en el juicio sea a favor de algún Miembro de Clase; (b) una decisión favorable en el juicio, si la hubiera, sea tan favorable para algún Miembro de Clase como el Acuerdo; o (c) cualquier decisión favorable en el juicio se mantendría si se presentara una apelación. El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones presentadas en la Demanda.

VI. INFORMACIÓN ADICIONAL

Este Aviso es solo un resumen de la Demanda y del Acuerdo. Para obtener una descripción más detallada de los asuntos relacionados con la Demanda y el Acuerdo, puede consultar los alegatos, el Acuerdo de Conciliación y otros documentos presentados en la Demanda, que pueden consultarse en la ventanilla de acceso público de la Oficina de Registros del Tribunal Superior del Condado de Monterey, ubicada en 1200 Aguajito Road, Monterey, California 93940, durante el horario de atención habitual de cada día hábil judicial.

En caso de conflicto entre este Aviso y los términos del Acuerdo de Conciliación, prevalecerán estos últimos.

NO LLAME NI SE COMUNIQUE CON EL SECRETARIO DEL TRIBUNAL NI CON EL JUEZ PARA MÁS INFORMACIÓN SOBRE EL ACUERDO.

Si tiene alguna pregunta sobre el Acuerdo, puede comunicarse con el Administrador del Acuerdo en la siguiente información de contacto:

Rafael Lira Cupa v. organicgirl, LLC Class Action Settlement
Apex Class Action, LLC
PO Box 54668,
Irvine, CA 92619
Phone Number: 1-800-355-0700
Fax: (949) 989-4428
support@apexclassaction.com

EXHIBIT B

From: **Susan Ajeska** [redacted]
Subject: Opt-Out Statement Susan Ajeska
Date: June 30, 2026 at 11:57 AM
To: support@apexclassaction.com

SA

I have received the Notice of Class Action Settlement of the Action titled Rafael Lira Cup v. Organicgirl, LLC, Monterey County Superior Court Case No. 23CV003744. I wish to opt out of the Class Settlement. I understand that by requesting to be excluded from the Settlement Class, I will not receive any payment from the Settlement approved by the Court in the Action.

My personal information is as follows:

Susan Y. Ajeska
[redacted]

Thank you,

Susan Ajeska
June 30, 2026