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30-2023-01349601-CU-OE-CXC - ROA # 196 - DAVID H. YAMASAKI, Clerk of the Court By O. Lopez, Deputy Clerk.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ALEJANDRA RODGERS, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

NO ORDINARY MOMENTS, INC.; and DOES 1 through 20, inclusive,

Defendants.

MILANIA MONROE, individually and on behalf of all similarly situated individuals,

Plaintiff

v.

NO ORDINARY MOMENTS, INC., and DOES 1 to 100,

Lead Case:
Case No. 30-2023-01349601-CU-OE-CXC

CONSOLIDATED WITH
Case No. 30-2023-01359416-CU-OE-CXC

ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Plaintiffs Alejandra Rodgers and Milania Monroe ("Plaintiffs"), individually and on behalf of all others similarly situated, have applied to this Court for an order granting preliminary approval of the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT and amendments thereto (attached hereto as Exhibit A, and collectively the "Settlement" or the "Settlement Agreement") entered into between Plaintiffs and Defendant No Ordinary Moments, Inc. ("Defendant") (Plaintiffs and Defendant shall be collectively referred to herein as the "Parties"); and

The Court has read and considered Plaintiffs' Motion for Preliminary Approval of Class and PAGA Settlement, all papers filed in support of the motion, and the Settlement Agreement, and grants the motion as follows:

1. This Order incorporates by reference the definitions contained in the Settlement Agreement.

2. It appears to the Court on a preliminary basis that the Settlement is fair, adequate and reasonable, and in the best interests of the Class.

3. With respect to the Class, the Court finds on a preliminary basis for settlement purposes only that (a) Class Members are ascertainable and so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members; (c) Plaintiff's claims are typical of the Class's claims; (d) class certification is a superior method for implementing the Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class Representatives can fairly and adequately protect the Class's interests; and (f) Class Counsel are qualified to serve as counsel for the Class.

4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby preliminarily certifies the following class for settlement purposes only: All current and former non-exempt employees who are or were employed by Defendant in California at any time during the Class Period. The Class Period is defined as from July 17, 2021 through June 20, 2025.

5. Plaintiffs Alejandra Rodgers and Milania Monroe are hereby preliminarily appointed as the Class Representatives. The attorneys Kashif Haque, Samuel Wong, Jessica L.

Campbell and Kristy Connolly of Aegis Law Firm, PC and Adam Rose and Manny Starr of Frontier Law Center are hereby preliminarily appointed and designated as counsel for the Class ("Class Counsel"). Class Counsel is authorized to act on behalf of the Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance either personally or through counsel of such individual's own choosing and at such individual's own expense. Any Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

6. The Gross Settlement Amount is $960,000. The Court preliminarily approves the following deductions from the Gross Settlement Amount: (i) Class Counsel attorneys' fees not to exceed $288,000; (ii) Class Counsel Litigation Expenses not to exceed $30,000; (iii) total PAGA Penalties of $50,000, with 75% ($37,500) allocated to the LWDA PAGA Payment and 25% ($12,500) allocated to the Individual PAGA Payments; and (iv) settlement administration expenses not to exceed $12,250.

7. The Court hereby approves, as to form and content, the Class Notice, Dispute Form, Opt-Out Form, and Objection Form (attached hereto as Exhibits B and C in English and Spanish, respectively, and collectively the "Notice Packet") to be distributed to Class Members. The Court finds that distribution of the Notice Packet, substantially in the manner and form set forth in the Settlement and this Order, meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

8. The Court hereby preliminarily appoints ILYM Group, Inc. as the Administrator and orders the Administrator to mail or cause to be mailed to Class Members the Notice Packet using the procedures set forth in the Agreement.

9. A Final Approval Hearing shall be held before this Court on **March 25, 2027 at 2:00 p.m.** in Department CX-105 of the Superior Court for the State of California, County of Orange, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. All papers in support of final

approval and related awards for fees, costs, and Plaintiffs' Service Awards must be filed and served at least sixteen (16) court days before the final approval hearing.

10. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order, are hereby stayed.

11. Pursuant to Civil Procedure Code section 664.6, the court retains jurisdiction over this Action, the Parties to the Action, and each of the Class Members for all matters relating to this Action, and this Settlement, including (without limitation) all matters relating to the administration, interpretation, effectuation, and/or enforcement of this Settlement and this Order.

12. The Court may adjourn or continue the date of any hearing and all dates provided for in the Settlement without further notice to Class Members.

13. The court orders the Parties, their counsel and the settlement administrator to carry out their duties and obligations as set forth in the Settlement Agreement.

IT IS SO ORDERED.

DATED: October 21, 2026

Melissa R. McCormick
JUDGE OF THE SUPERIOR COURT

Exhibit A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Alejandra Rodgers and Milania Monroe ("Plaintiffs") and defendant No Ordinary Moments, Inc. ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Actions" mean Alejandra Rodgers' lawsuit alleging wage and hour violations against Defendant captioned *Alejandra Rodgers v. No Ordinary Moments, Inc.*, Case No. 30-2023-01349601-CU-OE-CXC, initiated on September 19, 2023 and pending in Superior Court of the State of California, County of Orange (the "Rodgers Action") and Milania Monroe's lawsuit alleging wage and hour violations against Defendant captioned *Milania Monroe v. No Ordinary Moments, Inc.*, Case No. 30-2023-01359416-CU-OE-CXC, initiated on November 6, 2023 (the "Monroe Action").

1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval.

1.4. "Aggrieved Employee" means all persons currently or formerly employed by Defendant as a non-exempt employee in the State of California at any time during the PAGA Period.

1.5. "Class" means all persons currently or formerly employed by Defendant as a non-exempt employee in the State of California at any time during the Class Period.

1.6. "Class Counsel" means Kashif Haque, Samuel Wong, Jessica L. Campbell and Kristy Connolly of Aegis Law Firm, PC and Adam Rose and Manny Starr of Frontier Law Center.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Actions.

1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-

Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" Means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from July 17, 2021 through the earlier of June 20, 2025, or the date of the Preliminary Approval Order, whichever occurs first.

1.13. "Class Representatives" means the named Plaintiffs in the operative complaints in the Actions seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payments" means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.

1.15. "Court" means the Superior Court of California, County of Orange.

1.16. "Defendant" means No Ordinary Moments, Inc., the named Defendant in the Actions.

1.17. "Defense Counsel" means James P. Carter and Jessica M. Ewert of Jackson Lewis, P.C.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval Order" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Gross Settlement Amount" means $960,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administration Expenses Payment.

1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period

1.23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.24. "Judgment" means the judgment entered by the Court based upon the Final Approval Order.

1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.26. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under the Labor Code section 2699, subd. (i).

1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28. "Non-Participating Class Member" means any Class Member who opts out of the class portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29. "Notice Packet" means collectively and in the form substantially similar to, the Class Notice attached hereto as Exhibit A, the Dispute Form attached hereto as Exhibit B, and the Opt-Out Form attached hereto as Exhibit C, to be mailed to Class Members in English.

1.1. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.2. "PAGA Period" means the period from September 18, 2022 to the earlier of June 20, 2025, or the date of the Preliminary Approval Order, whichever occurs first.

1.3. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.4. "PAGA Notices" means Plaintiff Alejandra Monroe's December 6, 2022 letter to Defendant and the LWDA and Plaintiff Milania Monroe's August 28, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.5. "PAGA Penalties" means the total amount of $50,000 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (or $12,500) and the 75% to the LWDA (or $37,500) in settlement of PAGA claims.

1.6. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.7. "Plaintiffs" means Alejandra Rodgers and Milania Monroe, the named plaintiffs in the Actions.

1.8. "Preliminary Approval Order" means the Court's order granting preliminary approval of the Settlement.

1.9. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.10. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.11. "Released Parties" means Defendant and its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns subsidiaries and affiliates.

1.12. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the class portion of the Settlement signed by the Class Member.

1.13. "Response Deadline" means 60 days after the Administrator mails the Notice Packet to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the class portion of the Settlement, (b) fax, email, or mail his or her Objection to the Settlement, or (c) fax, email, or mail his or her challenges to the calculation of Workweeks and/or Pay Periods (if any) allocated to the Class Member in the Class Notice. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.14. "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

1.15. "Workweek" means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

2.1. On September 19, 2023, Plaintiff Alejandra Rodgers commenced the Rodgers Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages, (2) Failure to Pay Overtime Wages, (3) Failure to Provide Meal Periods, (4) Failure to Permit Rest Breaks, (5) Failure to Reimburse Business Expenses, (6) Failure to Provide Accurate Itemized Wage Statements, (7) Failure to Pay Wages Timely During Employment, (8) Failure to Pay all Wages Due Upon Separation of Employment; and (9) Violation of Business and Professions Code Sections 17200 *et seq.* On January 9, 2024, Plaintiff Alejandra Rodgers filed a First Amended Complaint alleging an additional cause of action against Defendant for Enforcement of Labor Code § 2698 *et seq.* ("PAGA"). Defendant denies the allegations in the Rodgers Action, denies any failure to comply with the laws identified in the Rodgers Action, and denies any and all liability for the causes of action alleged.

2.2. On November 6, 2023, Plaintiff Milania Monroe commenced the Monroe Action by filing a Complaint alleging causes of action against Defendant for (1) Minimum Wage Violations, (2) Overtime Violations, (3) Meal Period Violations, (4) Rest Period Violations, (5) Wage Statement Violations, (7) Waiting Time Penalties, (8) Work Expenditure Violations; (9) Violation of Unfair Competition Law; and (9) PAGA Penalties. Defendant denies the allegations in the Monroe Action, denies any failure to comply with the laws identified in the Monroe Action, and denies any and all liability for the causes of action alleged.

2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

2.4. On April 21, 2025, the Parties participated in an all-day mediation presided over by Daniel Buckley, which led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiffs obtained through informal discovery, relevant policy documents and a sample of Class Members' time and payroll records. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (*"Dunk/Kullar"*).

2.6. The Court has not granted class certification.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $960,000 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payments to the Class Representatives of not more than $10,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for Class Representative Service Payment that does not exceed this amount. As part of the motion for final approval, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be $320,000 and a Class Counsel Litigation Expenses Payment of not more than $30,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. As part of the motion for final approval, Plaintiffs and/or Class Counsel will seek Court approval for the Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from

any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $12,550 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $12,550, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $50,000 to be paid from the Gross Settlement Amount, with 75% ($37,500) allocated to the LWDA PAGA Payment and 25% ($12,500) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties $12,500 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement

Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 1,065 Class Members who collectively worked a total of 84,501 Workweeks, and 844 Aggrieved Employees who worked a total of 39,211 PAGA Pay Periods.

4.2. Class Data. Not later than 10 business days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 10 business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. As a condition of receiving the sums set forth in Section 4, above, Plaintiff Alejandra Rodgers agrees to voluntarily resign from her position with the Defendant, and will submit a letter of resignation with Defendant.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The

Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences arising out of Plaintiffs' employment that occurred prior to the date of execution of this agreement, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the operative complaints in the Actions; and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the operative complaints in the Actions and

Plaintiffs' PAGA Notices. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. In light of Plaintiffs' Class Representative Service Payments, Plaintiffs have agreed to release, individually and in addition to the Released Class Claims and Released PAGA Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. The Parties understand and agree that Plaintiffs are not, by way of this release, releasing any workers' compensation claims nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiffs understand that this release includes unknown claims and that Plaintiffs are not, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party

5.1.2. Plaintiff Alejandra Rodgers' Separation from Employment. In consideration of the mutual promises set forth in this Agreement, Plaintiff Alejandra Rodgers agrees her employment with Defendant will end effective as of the close of business eight (8) days from the date of her signature on this Agreement. Defendant agrees to characterize Plaintiff Alejandra Rodgers' separation as a voluntary resignation.

5.2. Release by Participating Class Members:

All Participating Class Members (except those who opt out) will release and discharge the Released Parties from all claims under state or local law, whether statutory, common law, or administrative law, arising out of or related to allegations set forth in the Complaints or PAGA Notices, including but not limited to: failure to pay minimum wages; failure to pay overtime wages; meal period violations; rest period violations; failure to reimburse business expenses; itemized wage statement violations; failure to pay wages when due; unfair competition, including but not limited to, injunctive relief; liquidated damages, penalties of any nature; interest; fees; costs; and all other claims and allegations made or that could have been made based on the allegations in the Actions, with the exception of the PAGA claims addressed separately in Paragraph 5.3 below, during the Class Period.

5.3. Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their

respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaints in the Actions, and the PAGA Notices. It is understood and acknowledged that Aggrieved Employees receiving a share of the Individual PAGA Payment as set forth in Paragraphs 3.2.5. and 4.4. will be issued a check for their share of the Individual PAGA Payment and will not have the opportunity to opt out of, or object to, the Released PAGA Claims as set forth in this Paragraph. The PAGA Release is binding upon Plaintiffs and all Aggrieved Employees upon Court approval and payment of the Individual PAGA Payment as set forth in Paragraphs 3.2.5. and 4.4. Further, the Aggrieved Employees are bound by the Released PAGA Claims regardless of whether they cash their Individual PAGA Payment check.

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiffs shall file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION.**

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings

and providing reports to state and federal tax authorities.

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

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 15 business days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Notice Packet substantially in the form attached to this Agreement as Exhibits A, B, and C. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Notice Packets, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator's receipt of any Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice Packet to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Notice Packet to Class Members whose Notice Packet is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Notice Packet.

7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received the Notice Packet, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Notice

Packet requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the class portion of the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. The Notice Packet shall contain an Opt-Out Form substantially in the form attached hereto as Exhibit C.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Court has the power to make the final determination on challenges. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement (and the Release under Paragraph 5.3, if the Participating Class Member is also an Aggrieved Employee), regardless of whether the Participating Class Member actually receives the Notice Packet or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class

Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Notice Packet shall contain a Dispute Form substantially in the form attached hereto as Exhibit B. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail, and must provide any supporting documentation to the Administrator. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct as long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges. In connection with the Motion for Final Approval, Plaintiffs shall file with the court all disputes submitted by Class Members, the evidence submitted, and the resolution of the disputes by the Administrator. The Court has the power to review the Administrator's determination of the challenges and make the final determination on challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing, irrespective of whether they have filed a written objection. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class components of the Settlement.

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

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Notice Packet, the Motion for Final Approval, the Final Approval Order and the Judgment. The Administrator shall

post the Judgment on its website for at least 180 days. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including but not limited to, its mailing of the Notice Packet, the Notice Packets returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections, all challenges to Workweeks and/or Pay Periods submitted by Class Members including the evidence submitted in support thereof, the Administrator's determinations of Class Members' challenges, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the

Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE** If the number of Class Members during the Class Period exceeds 1,065 or the number of total Workweeks during the Class Period exceeds 84,501 by more than 10%, Defendant will have the option to either (1) pay the *pro rata* increase to the Gross Settlement Amount per additional Class Member or additional Workweek, whichever is greater, as follows: $901.41 per additional Class Member or $11.36 per additional Workweek; or (2) shorten the Class Period and PAGA Period to the date in which the number of Class Members does not exceed 1,065 and the number of Workweeks does not exceed 84,501. Defendant must make this election no later than ten (10) business days after the Administrator has notified the Parties of the total number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods, as reflected in the Class Data, per Section 7.4.1.

9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), and Proposed Final Approval Order (collectively "Motion for Final Approval").

   9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

   9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

   9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law pursuant to California Code of Civil Procedure section 664.6.

   9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,

including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to

restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

11.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

11.6. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.7. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

11.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

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

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

11.12. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

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

11.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff: Aegis Law Firm, PC
Kashif Haque
Samuel Wong
Jessica L. Campbell
jcampbell@aegislawfirm.com
Kristy Connolly
kconnolly@aegislawfirm.com
9811 Irvine Center Drive, Suite 100
Irvine, California 92618

Adam Rose
adam@frontierlawcenter.com
Manny Starr
manny@frontierlawcenter.com
Frontier Law Center
23901 Calabasas Road, #1084
Calabasas, CA 91302
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

To Defendant: JACKSON LEWIS P.C.
James P. Carter
Jessica M. Ewert

200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
James.Carter@jacksonlewis.com
Jessica.Ewert@jacksonlewis.com

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

11.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Date: 06/16/2025

PLAINTIFF ALEJANDRA RODGERS

Alejandra Rodgers (Jun 16, 2025 14:51 PDT)

ALEJANDRA RODGERS

Date: **6/16/2025**

PLAINTIFF MILANIA MONROE

DocuSigned by:
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MILANIA MONROE

Date: 6-20-25

DEFENDANT NO ORDINARY MOMENTS, INC

By: Luis Pena

Date: 6/16/2025

AEGIS LAW FIRM, PC

Kristy Connolly
Attorneys for Plaintiff Alejandra Rodgers

Date: 6/16/2025

FRONTIER LAW CENTER

DocuSigned by:
Adam Rose
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Manny Starr
Adam Rose
Attorneys for Plaintiff Milania Monroe

Date: 6/25/2025

JACKSON LEWIS, P.C.

Attorneys for Defendant

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Pursuant to Paragraph 13.7 of the Class Action and PAGA Settlement Agreement and Class Notice ("Agreement"), the Parties hereby modify the Agreement as follows:

Section 1.2 is added to include ILYM Group, Inc. as the Administrator.

Section 1.21. shall be replaced by the following provision: "Gross Settlement Amount" means $950,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administration Expenses Payment.

Section 3.1 shall be replaced by the following provision: Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $950,000 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

Section 1.1 to 1.15 following Section 1.29 shall be renumbered as Section 1.30 to 1.45.

Former Section 1.11, now Section 1.41, shall be replaced by the following provision: "Released Parties" shall mean Defendant and its former and present directors, officers, shareholders, owners, members, predecessors, successors, and assigned subsidiaries.

Section 3.2.1. shall be replaced by the following provision: Class Representative Service Payments to the Class Representatives of not more than $5,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for Class Representative Service Payment that does not exceed this amount. As part of the motion for final approval, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

Section 3.2.2. shall be replaced by the following provision: To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be $316,667 and a Class Counsel Litigation Expenses Payment of not more than $30,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. As part of the motion for final approval, Plaintiffs and/or Class Counsel will seek Court approval for the Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court

approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

Section 3.2.4.1 shall be replaced by the following provision: 57% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 43% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

Section 4.1 has the following addition: 844 Aggrieved Employees who worked a total of 39,211 PAGA Pay Periods.

Section 4.4 has the following addition: As a condition of receiving the sums set forth in Section 4, above, Plaintiff Alejandra Rodgers agrees to voluntarily resign from her position with the Defendant, and will submit a letter of resignation with Defendant.

Section 5 shall be replaced by the following provision: Effective on the date when Defendant fully funds the entire Gross Settlement Amount including the PAGA allocation and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

Section 5.2 shall be replaced by the following provision: Release by Participating Class Members. Once Defendant funds the Gross Settlement, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaints in the Actions. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Section 5.3 shall be replaced by the following provision: All Aggrieved Employees are deemed to release, on behalf of themselves and their 10 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaints in the

Actions, and the PAGA Notices. It is understood and acknowledged that Aggrieved Employees receiving a share of the Individual PAGA Payment as set forth in Paragraphs 3.2.5. and 4.4. will be issued a check for their share of the Individual PAGA Payment and will not have the opportunity to opt out of, or object to, the Released PAGA Claims as set forth in this Paragraph. The PAGA Release is binding upon Plaintiffs and all Aggrieved Employees upon full payment by Defendant of the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, and the Individual PAGA Payment as set forth in Paragraphs 3.2.5. and 4.4. Further, the Aggrieved Employees are bound by the Released PAGA Claims regardless of whether they cash their Individual PAGA Payment check.

Section 7.1: ILYM Group, Inc. is added as the settlement administrator

Date: 1/15/2026

PLAINTIFF ALEJANDRA RODGERS

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ALEJANDRA RODGERS

Date: _____

PLAINTIFF MILANIA MONROE

_____

MILANIA MONROE

Date: 1-15-26

DEFENDANT NO ORDINARY MOMENTS, INC

_____

By: 1-15-26

Date: _____

AEGIS LAW FIRM, PC

DocuSigned by:

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Kristy Connolly
Attorneys for Plaintiff Alejandra Rodgers

Date: _____

FRONTIER LAW CENTER

_____

Manny Starr
Adam Rose
Attorneys for Plaintiff Milania Monroe

Date: _____

JACKSON LEWIS, P.C.

_____

Attorneys for Defendant

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Date: _____

PLAINTIFF ALEJANDRA RODGERS

_____
ALEJANDRA RODGERS

Date: 1/15/2026

PLAINTIFF MILANIA MONROE

DocuSigned by:
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MILANIA MONROE

Date: 1-15-26

DEFENDANT NO ORDINARY MOMENTS, INC

By: 1-15-26

Date: _____

AEGIS LAW FIRM, PC

Jessica Campbell
Kristy Connolly
Attorneys for Plaintiff Alejandra Rodgers

Date: 1/15/2026

FRONTIER LAW CENTER

DocuSigned by:
Adam Rose
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Manny Starr
Adam Rose
Attorneys for Plaintiff Milania Monroe

Date: 01/15/2026

JACKSON LEWIS, P.C.

Attorneys for Defendant

Docusign Envelope ID: 4669D81C-D95C-8D80-83E1-4547FA8C0659

SECOND AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Pursuant to Paragraph 13.7 of the Class Action and PAGA Settlement Agreement and Class Notice ("Agreement"), the Parties hereby modify the Agreement as follows:

Section 1.21. is hereby superseded and replaced by the following language:

1.21. "Gross Settlement Amount" means $960,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administration Expenses Payment.

Section 1.29. is hereby superseded and replaced by the following language:

1.29. "Notice Packet" means collectively and in the form substantially similar to, the Class Notice attached hereto as Exhibit A, the Dispute Form attached hereto as Exhibit B, the Opt-Out Form attached hereto as Exhibit C, and the Objection Form attached hereto as Exhibit D, to be mailed to Class Members in English.

Section 3.1 is hereby superseded and replaced by the following language:

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $960,000 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

Section 3.2.1. is hereby superseded and replaced by the following language:

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than $5,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for Class Representative Service Payment that does not exceed this amount. As part of the motion for final approval, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

Section 3.2.2 is hereby superseded and replaced by the following language:

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty percent (30%) of the Gross Settlement Amount, which is currently estimated to be $288,000, and a Class Counsel Litigation Expenses Payment of not more than $30,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. As part of the motion for final approval, Plaintiffs and/or Class Counsel will seek Court approval for the Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses

Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

Section 7.4.2. is hereby superseded and replaced by the following language:

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 15 business days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Notice Packet substantially in the form attached to this Agreement as Exhibits A, B, C, and D. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Notice Packets, the Administrator shall update Class Member addresses using the National Change of Address database.

Section 7.7.2. is hereby superseded and replaced by the following language:

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. The Notice Packet shall contain an Objection Form substantially in the form attached hereto as Exhibit D. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing, irrespective of whether they have filed a written objection. A Participating Class Members who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed).

PLAINTIFF

Dated: 9/24/2026

DocuSigned by:
475B0B9C41314E8...

Milania Monroe

PLAINTIFF

Dated: 09/24/2026

DocuSigned by:
361C7976DE394A9...

Alejandra Rodgers

DEFENDANT NO ORDINARY MOMENTS, INC.

Dated: 09/24/2026

Luis Pena (Sep 24, 2026 18:09:40 PDT)

Title: President

Approved as to form only:

Docusign Envelope ID: 4689D81C-D95C-6D80-83E1-4547FA9C0659

PLAINTIFF MONROE'S COUNSEL

Dated: 9/24/2026

DocuSigned by:
Adam Rose
02C7FC7ADE79459...

Adam Rose,

Counsel for Milania Monroe

PLAINTIFF RODGERS' COUNSEL

Dated: 9/24/2026

Jessica Campbell,

Counsel for Alejandra Rodgers

DEFENDANT NO ORDINARY MOMENTS, INC.'S COUNSEL

Dated: 09/24/2026

Kimberley Litzler

Kimberley L. Litzler,

Counsel for No Ordinary Moments Inc.

Exhibit B

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Alejandra Rodgers v. No Ordinary Moments, Inc., Case No. 30-2023-01349601-CU-OE-CXC

The Superior Court for the State of California authorized this Notice. Read it Carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from the class action lawsuits brought by two former employees against No Ordinary Moments, Inc. ("Defendant" is used herein as a placeholder) for alleged wage and hour violations (the "Actions"). The Actions were filed by two former employees, Alejandra Rodgers and Milania Monroe ("Plaintiffs"), and seek payment of (1) back wages and other relief for a class of non-exempt employees ("Class Members") who worked for Defendant during the Class Period (July 17, 2021 through [redacted]); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all non-exempt employees who worked for Defendant during the PAGA Period (September 18, 2022 to [redacted]) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class portion of the Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA portion of the Settlement requiring Defendant to fund individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. 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 not act. Read this notice carefully. You will be deemed to have carefully read and understood it. 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 Plaintiffs and their attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert the Released Class Claims and Released PAGA Claims against Defendant.

(2) **Opt-Out of the Class Portion of the Settlement.** You can exclude yourself from the Class portion of the Settlement (opt-out) by submitting a written Request for Exclusion to the Administrator. If you opt-out of the Class portion of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue the Released Class Claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class portion of the Settlement but not the PAGA portion of the Settlement **The Opt-out Deadline is** _____	If you don't want to fully participate in the Settlement, you can opt-out of the Class portion of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be deemed a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released PAGA Claims (defined below). Non-Participating Class Members who worked for Defendant during the PAGA Period will still receive an Individual PAGA Payment.
Participating Class Members Can Object to the Class portion of the Settlement but not	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the class portion of the Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Actions on behalf of

the PAGA portion of the Settlement **Written Objections Must be Submitted by** _____	the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the March 25, 2027 **Final Approval Hearing**	The Court's Final Approval Hearing is scheduled to take place on March 25, 2027, at 2:00pm. You don't 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. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by** _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many weeks you worked at least one day during the Class Period ("Workweeks") and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT ARE THE ACTIONS ABOUT?

Plaintiffs are former employees of Defendant. The Actions accuse Defendant of violating California labor laws by failing to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to permit rest breaks, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to pay all wages due upon separation of employment and violation of business and professions Code §§ 17200, et seq. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA") on behalf of the Aggrieved Employees.

Plaintiffs are represented by attorneys in the Actions: Samuel A. Wong, Kashif Haque, Jessica L. Campbell, and Farah Khaled from Aegis Law Firm, PC and Adam Rose and Manny Starr of Frontier Law Center ("Class Counsel").

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

2. WHAT DOES IT MEAN THAT THE ACTIONS HAVE SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Actions 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 Actions and enforcing the Agreement, Plaintiffs and Defendant 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, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendant has 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?

A. Defendant Will Pay $960,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval of the Settlement, Defendant will fund the Gross Settlement not more than 30 days after the Court grants Final Approval and Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

   i. Up to $288,000 ([redacted]) to Class Counsel for attorneys' fees and up to $30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Actions without payment.

   ii. Up to $12,550 to the Administrator for services administering the Settlement.

   iii. $50,000 for PAGA Penalties, of which 75% (or $37,500) will be paid to the LWDA and 25% (or $12,500) will be paid as Individual PAGA Payments to the Aggrieved Employees based on the number of Pay Periods they worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on the number of Workweeks they worked during the Class Period.

D. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to e.g., interest, etc. ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes 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.

E. 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 don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

F. 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 notify the Administrator in writing, not later than _____, that you wish to opt-out of the Class portion of the Settlement. The acceptable ways to submit exclusions are the following: The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, address, email address or telephone number, and a simple statement electing to be excluded from the class portion of the Settlement. Another method you can also use is the Opt-Out Form (*see* Exhibit C) enclosed with this Class Notice for your convenience. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class portion of the Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments (if worked during the PAGA Period) and are required to give up their right to assert the Released PAGA Claims against Defendant.

G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter Judgment. It is also possible the Court will enter Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void:

Defendant will not pay any money and Class Members will not release any claims against Defendant.

H. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member's challenges over Workweeks, 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.

I. Participating Class Members' Release ("Released Class Claims").
Once Defendant funds the Gross Settlement, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaints in the Actions. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

J. Aggrieved Employees' PAGA Release ("Released PAGA Claims").
Once Defendant funds the Gross Settlement, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaints in the Actions, and the PAGA Notices.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. 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, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $12,500 by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.

C. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator

via mail, email or fax. You can also use the Dispute Form enclosed with this Class Notice for your convenience. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's 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 resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Court has the power to make the final determination on challenges.

5. HOW WILL I GET PAID?

A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is also an Aggrieved Employee).

Your check 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?

Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the class portion of the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. You can also use the enclosed Opt-Out Form (*see* Exhibit C). Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. At least 16 business days before the March 25, 2027 Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and why the amounts requested as the Class

Representative Service Payments, and Class Counsel's requested fees and expenses payments should be granted. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____(url)_____ or the Court's website https://www.occourts.org/online-services/case-index

Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing, irrespective of whether they have filed a written objection. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed).. You can also use the Objection Form enclosed with this Class Notice for your convenience. Section 9 of this Notice has the Administrator's contact information.

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 ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on March 25, 2027, at 2:00 p.m. in Department CX-105 of the Orange County Superior Court, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. You can attend (or hire a lawyer to attend) either personally or virtually https://www.occourts.org/civil-remote-hearings. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Preliminary Approval Order, or any other Settlement documents is to go to (specify entity)'s website at _____(url)_____, where the Administrator will post all key documents relating to this Settlement. A copy of the Judgment will also be posted on the Administrator's website for at least 180 days. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to https://civilwebshopping.occourts.org/Search.do#searchAnchor and entering the Case Number for the Action, which is: 30-2023-01349601-CU-OE-CXC.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:
Name of Attorneys: Kashif Haque, Samuel Wong, Jessica L. Campbell, and Farah Khaled
Email Address: fkhaled@aegislawfirm.com
Name of Firm: Aegis Law Firm, PC
Mailing Address: 9811 Irvine Center Drive, Suite 100, Irvine, CA 92618
Telephone: (949) 379-6250

Name of Attorneys: Adam Rose and Manny Starr
Email Address: adam@frontierlawcenter.com and manny@frontierlawcenter.com
Name of Firm: Frontier Law Center
Mailing Address: 6200 Canoga Ave., Suite 470, Woodland Hills, CA 91367
Telephone: (818) 914-3433

Settlement Administrator:
Name of Company: ILYM Group, Inc.
Email Address: lisa@iymgroup.com
Mailing Address:
Telephone: (714) 878-8836
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund at https://www.sco.ca.gov/Files-UPD/guide_upd_claiming.pdf for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

~~EXHIBIT B~~

DISPUTE FORM

Alejandra Rodgers v. No Ordinary Moments, Inc.,
Case No. 30-2023-01349601-CU-OE-CXC

FAX, EMAIL, OR MAIL TO:
c/o [Administrator]

P.O. Box *****

**********, CA *****

Fax: (***) ***-****

Email: **********

COMPLETE THIS FORM **ONLY IF** YOU WISH TO DISPUTE THE INFORMATION PROVIDED IN YOUR CLASS NOTICE AND PROVIDED AGAIN HERE.

The records from Defendant No Ordinary Moments, Inc, indicate that you were employed as a non-exempt employee for _____ workweeks during the Class Period of July 17, 2021 through June 20, 2025. The total number of pay periods you worked during the PAGA Period of September 18, 2022 through June 20, 2025 is _____. Based on this information, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____.**

If you believe your total number of workweeks and/or pay periods is **incorrect**, please fax, email, or mail this Dispute Form to the address below along with any supporting documentation evidencing the correct number of weeks and/or pay periods worked by you for No Ordinary Moments, Inc. The Settlement Administrator will make its determination after considering the records and any documentation you provide, which will then be presented to the Court for the Court's final determination.

YOU MUST FAX, EMAIL, OR MAIL THIS DISPUTE FORM BY [DATE] TO THE FOLLOWING ADDRESS:

c/o [Administrator]

P.O. Box *****

**********, CA *****

Fax Number: **********

Email: **********

[BAR CODE OR CLASS MEMBER ID WILL BE INCLUDED HERE]

EXHIBIT C

OPT-OUT FORM

Alejandra Rodgers v. No Ordinary Moments, Inc.,
Case No. 30-2023-01349601-CU-OE-CXC

FAX, EMAIL, OR MAIL TO:
c/o [Administrator]

P.O. Box *****

**********, CA *****

Fax: (***) ***-****

Email: **********

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT** RECEIVE YOUR INDIVIDUAL CLASS PAYMENT FROM THE SETTLEMENT.

I, _____, request to be excluded from the Class in the matter of *Alejandra Rodgers v. No Ordinary Moments, Inc.,* Case No. 30-2023-01349601-CU-OE-CXC. I understand that, by submitting this Opt-Out Form, I will no longer be eligible for the Individual Settlement Payment from the settlement. However, if I am an Aggrieved Employee, then I understand that I will still receive the Individual PAGA Settlement Payment.

_____ _____

Sign your name here Date

_____

Print your name here

IF YOU WISH TO BE EXCLUDED FROM THE SETTLEMENT (AND NOT RECEIVE A PAYMENT), YOU MUST FAX, EMAIL, OR MAIL THIS OPT-OUT FORM BY [DATE] TO THE FOLLOWING ADDRESS:

c/o [Administrator]

P.O. Box *****

**********, CA *****

Fax Number: **********

Email: **********

[BAR CODE OR CLASS MEMBER ID WILL BE INCLUDED HERE]

[redacted]

OBJECTION FORM

Alejandra Rodgers v. No Ordinary Moments, Inc.,
Case No. 30-2023-01349601-CU-OE-CXC

FAX, EMAIL, OR MAIL TO:
c/o [Administrator]

P.O. Box *****

**********, CA *****

Fax: (***) ***-****

Email: **********

COMPLETE THIS FORM **ONLY IF** YOU WISH TO OBJECT TO THE SETTLEMENT. **If you wish to object to the terms of the settlement, you must complete this Objection Form (or any other written statement) stating the basis for your objection, and fax, email, or mail it, along with any documents that support your objection, to the Settlement Administrator on or before _____.**

I object to the proposed settlement for the following reasons:

_____

_____

_____

_____

_____

_____

_____

_____

(If you need more space, please attach additional pages to this form.)

If the Court approves the Settlement despite any objections, you will still receive your settlement proceeds and you will be bound by the terms of the settlement and release. You cannot object to the settlement if you opt-out of the Class.

_____ _____

Sign your name here Date

_____

Print your name here

[BAR CODE OR CLASS MEMBER ID WILL BE INCLUDED HERE]

Exhibit C

AVISO APROBADO POR EL TRIBUNAL SOBRE ACUERDO DE ACCIÓN COLECTIVA Y PAGA Y
FECHA DE AUDIENCIA PARA LA APROBACIÓN FINAL DEL TRIBUNAL

Alejandra Rodgers v. No Ordinary Moments, Inc., Caso Núm. 30-2023-01349601-CU-OE-CXC

El Tribunal Superior del Estado de California autorizó este Aviso. ¡Léalo cuidadosamente!
No es correo basura, spam, publicidad ni una solicitud de un abogado. Usted no está siendo demandado.

Usted puede ser elegible para recibir dinero de las demandas colectivas presentadas por dos exempleadas contra No Ordinary Moments, Inc. ("Demandado", término usado en este Aviso para referirse a No Ordinary Moments, Inc.) por presuntas violaciones de salarios y horas (las "Acciones"). Las Acciones fueron presentadas por dos exempleadas, Alejandra Rodgers y Milania Monroe ("Demandantes"), y solicitan el pago de (1) salarios atrasados y otros remedios para una clase de empleados no exentos ("Miembros de la Clase") que trabajaron para el Demandado durante el Período de la Clase (17 de julio de 2021 hasta [redacted]); y (2) sanciones conforme a la Ley de Procuradores Generales Privados de California ("PAGA") para todos los empleados no exentos que trabajaron para el Demandado durante el Período PAGA (18 de septiembre de 2022 hasta [redacted]) ("Empleados Agraviados").

El Acuerdo propuesto tiene dos partes principales: (1) una parte de Clase que requiere que el Demandado financie Pagos Individuales de la Clase, y (2) una parte PAGA que requiere que el Demandado financie Pagos Individuales PAGA y pague sanciones a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA").

Según los registros del Demandado y las suposiciones actuales de las Partes, **se estima que su Pago Individual de la Clase será de $_____ (menos retenciones) y que su Pago Individual PAGA será de $_____.** La cantidad real que usted pueda recibir probablemente será diferente y dependerá de varios factores. (Si no se indica ninguna cantidad para su Pago Individual PAGA, entonces, según los registros del Demandado, usted no es elegible para un Pago Individual PAGA conforme al Acuerdo porque no trabajó durante el Período PAGA.)

Las estimaciones anteriores se basan en los registros del Demandado que muestran que **usted trabajó _____ semanas laborales** durante el Período de la Clase y **trabajó _____ períodos de pago** durante el Período PAGA. Si cree que trabajó más semanas laborales o períodos de pago durante cualquiera de los períodos, puede presentar una impugnación antes de la fecha límite. Consulte la Sección 4 de este Aviso.

El Tribunal ya aprobó preliminarmente el Acuerdo propuesto y aprobó este Aviso. El Tribunal aún no ha decidido si concederá la aprobación final. Sus derechos legales se ven afectados ya sea que actúe o no actúe. Lea este aviso cuidadosamente. Se considerará que usted lo ha leído y entendido cuidadosamente. En la Audiencia de Aprobación Final, el Tribunal decidirá si aprueba finalmente el Acuerdo y cuánto del Acuerdo se pagará a las Demandantes y a sus abogados ("Abogados de la Clase").

El Tribunal también decidirá si dicta una sentencia que requiera que el Demandado realice pagos conforme al Acuerdo y que requiera que los Miembros de la Clase y los Empleados Agraviados renuncien a sus derechos de presentar ciertas reclamaciones contra el Demandado.

Si trabajó para el Demandado durante el Período de la Clase y/o el Período PAGA, tiene dos opciones básicas conforme al Acuerdo:

(1) **No hacer nada.** No tiene que hacer nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de la Clase y/o un Pago Individual PAGA. Sin embargo, como Miembro Participante de la Clase, renunciará a su derecho de presentar las Reclamaciones de la Clase Liberadas y las Reclamaciones PAGA Liberadas contra el Demandado.

(2) **Excluirse de la parte de Clase del Acuerdo.** Puede excluirse de la parte de Clase del Acuerdo (optar por no participar) presentando una Solicitud de Exclusión por escrito al Administrador. Si se excluye de la parte de Clase del Acuerdo, no recibirá un Pago Individual de la Clase. Sin embargo, conservará su derecho de presentar personalmente las Reclamaciones de la Clase Liberadas contra el Demandado y, si es un Empleado Agraviado, seguirá siendo elegible para un Pago Individual PAGA. No puede excluirse de la parte PAGA del Acuerdo.

El Demandado no tomará represalias contra usted por ninguna acción que tome con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO

No tiene que hacer nada para participar en el Acuerdo	Si no hace nada, será un Miembro Participante de la Clase, elegible para un Pago Individual de la Clase y un Pago Individual PAGA, si corresponde. A cambio, renunciará a su derecho de presentar contra el Demandado las reclamaciones salariales cubiertas por este Acuerdo, denominadas Reclamaciones Liberadas.
Puede excluirse de la parte de Clase del Acuerdo, pero no de la parte PAGA del Acuerdo **La fecha límite para excluirse es** _____	Si no desea participar plenamente en el Acuerdo, puede excluirse de la parte de Clase del Acuerdo enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, se considerará que usted es un Miembro No Participante de la Clase y ya no será elegible para un Pago Individual de la Clase. Los Miembros No Participantes de la Clase no pueden objetar ninguna parte del Acuerdo propuesto. Consulte la Sección 6 de este Aviso. No puede excluirse de la parte PAGA del Acuerdo. El Demandado debe pagar Pagos Individuales PAGA a todos los Empleados Agraviados y los Empleados Agraviados deben renunciar a sus derechos de presentar las Reclamaciones PAGA Liberadas, según se definen más adelante. Los Miembros No Participantes de la Clase que trabajaron para el Demandado durante el Período PAGA seguirán recibiendo un Pago Individual PAGA.
Los Miembros Participantes de la	Todos los Miembros de la Clase que no se excluyan ("Miembros Participantes de la Clase") pueden objetar cualquier aspecto de la parte de

Clase pueden objetar la parte de Clase del Acuerdo, pero no la parte PAGA del Acuerdo **Las objeciones por escrito deben presentarse a más tardar el** _____	Clase del Acuerdo. La decisión del Tribunal sobre si aprueba finalmente el Acuerdo incluirá una determinación de cuánto se pagará a los Abogados de la Clase y a las Demandantes que iniciaron las Acciones en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de la Clase ni a las Demandantes, pero cada dólar pagado a los Abogados de la Clase y a las Demandantes reduce la cantidad total pagada a los Miembros Participantes de la Clase. Puede objetar las cantidades solicitadas por los Abogados de la Clase o las Demandantes si considera que no son razonables. Consulte la Sección 7 de este Aviso.
Puede participar en la Audiencia de Aprobación Final del 25 de marzo de 2027	La Audiencia de Aprobación Final del Tribunal está programada para celebrarse el 25 de marzo de 2027, a las 2:00 p. m. No tiene que asistir, pero tiene derecho a comparecer, o contratar a un abogado para que comparezca en su nombre a su propio costo, en persona, por teléfono o utilizando la plataforma de comparecencia virtual del Tribunal. Los Miembros Participantes de la Clase pueden objetar verbalmente el Acuerdo en la Audiencia de Aprobación Final. Consulte la Sección 8 de este Aviso.
Puede impugnar el cálculo de sus semanas laborales/períodos de pago **Las impugnaciones por escrito deben presentarse a más tardar el** _____	La cantidad de su Pago Individual de la Clase y de su Pago PAGA, si corresponde, depende respectivamente de cuántas semanas trabajó al menos un día durante el Período de la Clase ("Semanas Laborales") y de cuántos Períodos de Pago trabajó al menos un día durante el Período PAGA. El número de Semanas Laborales y Períodos de Pago que trabajó según los registros del Demandado se indica en la primera página de este Aviso. Si no está de acuerdo con cualquiera de estos números, debe impugnarlo a más tardar el _____. Consulte la Sección 4 de este Aviso.

1. ¿DE QUÉ TRATAN LAS ACCIONES?

Las Demandantes son exempleadas del Demandado. Las Acciones acusan al Demandado de violar las leyes laborales de California al no pagar salarios mínimos, no pagar salarios por horas extra, no proporcionar períodos para comer, no autorizar ni permitir períodos de descanso, no reembolsar gastos comerciales, no proporcionar estados de salario detallados y precisos, no pagar todos los salarios adeudados al terminar la relación laboral, y violar el Código de Negocios y Profesiones §§ 17200, et seq. Con base en las mismas reclamaciones, las Demandantes también han presentado una reclamación por sanciones civiles conforme a la Ley de Procuradores Generales Privados de California (Código Laboral §§ 2698, et seq.) ("PAGA") en nombre de los Empleados Agraviados.

Las Demandantes están representadas en las Acciones por los abogados Samuel A. Wong, Kashif Haque, Jessica L. Campbell y Kristy Connolly de Aegis Law Firm, PC, y Adam Rose y Manny Starr de Frontier Law Center ("Abogados de la Clase").

El Demandado niega haber violado cualquier ley o no haber pagado cualquier salario, y sostiene que cumplió con todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LAS ACCIONES SE HAYAN RESUELTO MEDIANTE ACUERDO?

Hasta ahora, el Tribunal no ha determinado si el Demandado o las Demandantes tienen razón en cuanto al fondo del asunto. Mientras tanto, las Demandantes y el Demandado contrataron a un mediador neutral con experiencia en un esfuerzo por resolver las Acciones mediante negociaciones para terminar el caso por acuerdo (resolver el caso) en lugar de continuar con el proceso costoso y prolongado del litigio. Las negociaciones fueron exitosas. Al firmar un acuerdo de conciliación por escrito ("Acuerdo") y aceptar solicitar conjuntamente al Tribunal que dicte una sentencia que ponga fin a las Acciones y haga cumplir el Acuerdo, las Demandantes y el Demandado han negociado un Acuerdo propuesto que está sujeto a la Aprobación Final del Tribunal. Ambas partes están de acuerdo en que el Acuerdo propuesto es una transacción de reclamaciones disputadas. Al aceptar llegar a un acuerdo, el Demandado no admite ninguna violación ni reconoce el mérito de ninguna reclamación. Las Demandantes y los Abogados de la Clase creen que el Acuerdo es beneficioso para usted porque consideran que: (1) el Demandado ha aceptado pagar una cantidad justa, razonable y adecuada considerando la solidez de las reclamaciones y los riesgos e incertidumbres del litigio continuo; y (2) el Acuerdo redunda en el mejor interés de los Miembros de la Clase y los Empleados Agraviados. El Tribunal aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó este Aviso y programó una audiencia para determinar la Aprobación Final.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

A. El Demandado pagará $960,000 como la Cantidad Bruta del Acuerdo (Acuerdo Bruto). El Demandado ha aceptado depositar la Cantidad Bruta del Acuerdo en una cuenta controlada por el Administrador del Acuerdo. El Administrador usará la Cantidad Bruta del Acuerdo para pagar los Pagos Individuales de la Clase, los Pagos Individuales PAGA, los Pagos por Servicio de las Representantes de la Clase, los honorarios y gastos de los Abogados de la Clase, los gastos del Administrador y las sanciones que se pagarán a la LWDA. Suponiendo que el Tribunal otorgue la Aprobación Final del Acuerdo, el Demandado financiará la Cantidad Bruta del Acuerdo a más tardar 30 días después de que el Tribunal otorgue la Aprobación Final y la Sentencia dictada por el Tribunal sea final. La Sentencia será final en la fecha en que el Tribunal dicte la Sentencia, o en una fecha posterior si los Miembros Participantes de la Clase objetan el Acuerdo propuesto o si la Sentencia es apelada.

B. Deducciones aprobadas por el Tribunal de la Cantidad Bruta del Acuerdo. En la Audiencia de Aprobación Final, las Demandantes y/o los Abogados de la Clase solicitarán al Tribunal que apruebe las siguientes deducciones de la Cantidad Bruta del Acuerdo, cuyas cantidades serán decididas por el Tribunal en la Audiencia de Aprobación Final:

i. Hasta $288,000 ([redacted]) a los Abogados de la Clase por honorarios de abogados y hasta $30,000 por sus gastos de litigio. Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos en las Acciones sin pago.

ii. Hasta $12,550 al Administrador por los servicios de administración del Acuerdo.

$50,000 para Sanciones PAGA, de los cuales el 75% (o $37,500) se pagará a la LWDA y el 25% (o $12,500) se pagará como Pagos Individuales PAGA a los Empleados Agraviados con base en el número de Períodos de Pago que trabajaron durante el Período PAGA.

Los Miembros Participantes de la Clase tienen derecho a objetar cualquiera de estas deducciones. El Tribunal considerará todas las objeciones.

C. Acuerdo Neto distribuido a los Miembros de la Clase. Después de realizar las deducciones anteriores en las cantidades aprobadas por el Tribunal, el Administrador distribuirá el resto del Acuerdo Bruto (el "Acuerdo Neto") mediante Pagos Individuales de la Clase a los Miembros Participantes de la Clase con base en el número de Semanas Laborales que trabajaron durante el Período de la Clase.

D. Impuestos adeudados sobre los pagos a los Miembros de la Clase. Las Demandantes y el Demandado solicitan al Tribunal que apruebe una asignación del 10% de cada Pago Individual de la Clase a salarios sujetos a impuestos ("Parte Salarial") y del 90% a, por ejemplo, intereses, etc. ("Parte No Salarial"). La Parte Salarial está sujeta a retenciones y se informará en Formularios W-2 del IRS. El Demandado pagará por separado los impuestos patronales sobre nómina que adeude sobre la Parte Salarial. Los Pagos Individuales PAGA se consideran sanciones, y no salarios, para fines fiscales. El Administrador informará los Pagos Individuales PAGA y las Partes No Salariales de los Pagos Individuales de la Clase en Formularios 1099 del IRS.

E. Necesidad de cobrar prontamente los cheques de pago. El frente de cada cheque emitido por Pagos Individuales de la Clase y Pagos Individuales PAGA mostrará la fecha en que el cheque vence (la fecha de anulación). Si no lo cobra antes de la fecha de anulación, su cheque será cancelado automáticamente y los fondos serán depositados a su nombre en el Fondo de Propiedad No Reclamada del Contralor de California. Si los fondos representados por su cheque se envían a Propiedad No Reclamada del Contralor, debe consultar las reglas del Fondo para obtener instrucciones sobre cómo recuperar su dinero.

F. Solicitudes de Exclusión del Acuerdo de la Clase (Opt-Outs). Se le tratará como Miembro Participante de la Clase, participando plenamente en el Acuerdo, a menos que notifique al Administrador por escrito, a más tardar el _____, que desea excluirse de la parte de Clase del Acuerdo. Las formas aceptables de presentar exclusiones son las siguientes: La forma más sencilla de notificar al Administrador es enviar una Solicitud de Exclusión escrita y firmada antes de la fecha límite de respuesta del _____. La Solicitud de Exclusión debe ser una carta de un Miembro de la Clase o de su representante que indique el nombre, dirección, dirección

de correo electrónico o número de teléfono del Miembro de la Clase, y una declaración sencilla eligiendo excluirse de la parte de Clase del Acuerdo. Otro método que también puede usar es el Formulario de Exclusión (*ver* Anexo C) incluido con este Aviso de Clase para su conveniencia. Los Miembros de la Clase Excluidos (es decir, Miembros No Participantes de la Clase) no recibirán Pagos Individuales de la Clase, pero conservarán sus derechos de perseguir personalmente reclamaciones de salarios y horas contra el Demandado.

No puede excluirse de la parte PAGA del Acuerdo. Los Miembros de la Clase que se excluyan de la parte de Clase del Acuerdo (Miembros No Participantes de la Clase) siguen siendo elegibles para Pagos Individuales PAGA (si trabajaron durante el Período PAGA) y deben renunciar a su derecho de hacer valer las Reclamaciones PAGA Liberadas contra el Demandado.

G. El Acuerdo propuesto quedará sin efecto si el Tribunal deniega la Aprobación Final. Es posible que el Tribunal se niegue a otorgar la Aprobación Final del Acuerdo o se niegue a dictar Sentencia. También es posible que el Tribunal dicte una Sentencia que sea revocada en apelación. Las Demandantes y el Demandado han acordado que, en cualquiera de esos casos, el Acuerdo quedará sin efecto: el Demandado no pagará dinero alguno y los Miembros de la Clase no liberarán ninguna reclamación contra el Demandado.

H. Administrador. El Tribunal ha designado a una compañía neutral, ILYM Group, Inc. (el "Administrador"), para enviar este Aviso, calcular y realizar pagos, y procesar las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador también decidirá las impugnaciones de los Miembros de la Clase sobre Semanas Laborales, enviará y reenviará cheques del acuerdo y formularios fiscales, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se encuentra en la Sección 9 de este Aviso.

I. Liberación de los Miembros Participantes de la Clase ("Reclamaciones de la Clase Liberadas").

Una vez que el Demandado financie el Acuerdo Bruto, todos los Miembros Participantes de la Clase, en nombre propio y de sus respectivos representantes anteriores y actuales, agentes, abogados, herederos, administradores, sucesores y cesionarios, liberan a las Partes Liberadas de todas las reclamaciones surgidas durante el Período de la Clase que fueron alegadas, o que razonablemente pudieron haber sido alegadas, con base en los hechos establecidos en las demandas operativas de las Acciones. Excepto según se establece en la Sección 5.3 del Acuerdo de Conciliación, los Miembros Participantes de la Clase no liberan ninguna otra reclamación, incluidas las reclamaciones por beneficios adquiridos, despido injustificado, violación de la Ley de Empleo y Vivienda Justa, seguro de desempleo, discapacidad, seguro social, compensación de trabajadores o reclamaciones basadas en hechos ocurridos fuera del Período de la Clase.

J. Liberación PAGA de los Empleados Agraviados ("Reclamaciones PAGA Liberadas").

Una vez que el Demandado financie el Acuerdo Bruto, se considera que todos los Empleados Agraviados liberan, en nombre propio y de sus respectivos representantes anteriores y actuales, agentes, abogados, herederos, administradores, sucesores y cesionarios, a las Partes Liberadas de

todas las reclamaciones por sanciones PAGA surgidas durante el Período PAGA que fueron alegadas, o que razonablemente pudieron haber sido alegadas, con base en los hechos establecidos en las demandas operativas de las Acciones y en los Avisos PAGA.

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

A. Pagos Individuales de la Clase. El Administrador calculará los Pagos Individuales de la Clase al (a) dividir la Cantidad Neta del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Clase, y (b) multiplicar el resultado por el número de Semanas Laborales trabajadas por cada Miembro Participante de la Clase individual.

B. Pagos Individuales PAGA. El Administrador calculará los Pagos Individuales PAGA al (a) dividir $12,500 entre el número total de Períodos de Pago trabajados por todos los Empleados Agraviados durante el Período PAGA y (b) multiplicar el resultado por el número de Períodos de Pago trabajados por cada Empleado Agraviado individual durante el Período PAGA.

C. Impugnaciones de Semanas Laborales/Períodos de Pago. El número de Semanas Laborales que trabajó durante el Período de la Clase y el número de Períodos de Pago que trabajó durante el Período PAGA, según constan en los registros del Demandado, se indican en la primera página de este Aviso. Tiene hasta el _____ para impugnar el número de Semanas Laborales y/o Períodos de Pago acreditados a usted. Puede presentar su impugnación firmando y enviando una carta al Administrador por correo postal, correo electrónico o fax. También puede usar el Formulario de Disputa incluido con este Aviso de Clase para su conveniencia. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

Debe respaldar su impugnación enviando copias de talones de pago u otros registros. El Administrador aceptará como exacto el cálculo del Demandado de Semanas Laborales y/o Períodos de Pago basado en los registros del Demandado, a menos que usted envíe copias de registros que contengan información contraria. Debe enviar copias en lugar de originales porque los documentos no le serán devueltos. El Administrador resolverá las impugnaciones de Semanas Laborales y/o Períodos de Pago con base en su presentación y en la información proporcionada por los Abogados de la Clase (quienes defenderán los intereses de los Miembros Participantes de la Clase) y los Abogados del Demandado. El Tribunal tiene la autoridad para tomar la determinación final sobre las impugnaciones.

5. ¿CÓMO RECIBIRÉ MI PAGO?

A. Miembros Participantes de la Clase. El Administrador enviará, por correo de los EE. UU., un solo cheque a cada Miembro Participante de la Clase (es decir, cada Miembro de la Clase que no se excluya), incluidos aquellos que también califiquen como Empleados Agraviados. El cheque único combinará el Pago Individual de la Clase y el Pago Individual PAGA.

B. Miembros No Participantes de la Clase. El Administrador enviará, por correo de los EE. UU., un solo cheque de Pago Individual PAGA a cada Empleado Agraviado que se excluya del Acuerdo de la Clase (es decir, cada Miembro No Participante de la Clase que también sea Empleado Agraviado).

Su cheque será enviado a la misma dirección que este Aviso. Si cambia su dirección, asegúrese de notificar al Administrador lo antes posible. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

6. ¿CÓMO ME EXCLUYO DEL ACUERDO DE LA CLASE?

Los Miembros de la Clase que deseen excluirse (optar por no participar) del Acuerdo de la Clase deben enviar al Administrador, por fax, correo electrónico o correo postal, una Solicitud de Exclusión escrita y firmada a más tardar 60 días después de que el Administrador envíe por correo el Paquete de Aviso (más 14 días adicionales para los Miembros de la Clase cuyo Paquete de Aviso sea reenviado). Una Solicitud de Exclusión es una carta de un Miembro de la Clase o de su representante que comunique razonablemente la elección del Miembro de la Clase de ser excluido de la parte de Clase del Acuerdo e incluya el nombre, dirección y dirección de correo electrónico o número de teléfono del Miembro de la Clase. Para ser válida, una Solicitud de Exclusión debe enviarse oportunamente por fax, correo electrónico o tener matasellos a más tardar en la Fecha Límite de Respuesta. También puede usar el Formulario de Exclusión adjunto (*ver* Anexo C). La Sección 9 del Aviso contiene la información de contacto del Administrador.

7. ¿CÓMO OBJETO AL ACUERDO?

Solo los Miembros Participantes de la Clase tienen derecho a objetar el Acuerdo. Al menos 16 días hábiles antes de la Audiencia de Aprobación Final del 25 de marzo de 2027, a las 2:00 p. m., los Abogados de la Clase y/o las Demandantes presentarán ante el Tribunal una Moción de Aprobación Final que incluirá, entre otras cosas, las razones por las cuales el Acuerdo propuesto es justo, y por qué deben concederse las cantidades solicitadas como Pagos por Servicio de Representante de la Clase y los honorarios y gastos solicitados por los Abogados de la Clase. A solicitud razonable, los Abogados de la Clase (cuya información de contacto se encuentra en la Sección 9 de este Aviso) le enviarán copias de estos documentos sin costo alguno para usted. También puede verlos en el Sitio Web del Administrador _____(url)_____ o en el sitio web del Tribunal https://www.occourts.org/online-services/case-index

Los Miembros Participantes de la Clase pueden enviar objeciones por escrito al Administrador por fax, correo electrónico o correo postal. Alternativamente, los Miembros Participantes de la Clase pueden comparecer ante el Tribunal (o contratar a un abogado para que comparezca ante el Tribunal) para presentar objeciones verbales en la Audiencia de Aprobación Final, independientemente de si han presentado una objeción por escrito. Un Miembro Participante de la Clase que elija enviar una objeción por escrito al Administrador debe hacerlo a más tardar 60 días después de que el Administrador envíe por correo el Paquete de Aviso (más 14 días adicionales para los Miembros de la Clase cuyo Paquete de Aviso haya sido reenviado). También puede usar el Formulario de Objeción incluido con este Aviso

de Clase para su conveniencia. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

Alternativamente, un Miembro Participante de la Clase puede objetar (o contratar personalmente a un abogado para objetar a su propio costo) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para decirle al Tribunal a qué objeta, por qué objeta y cualquier hecho que respalde su objeción. Consulte la Sección 8 de este Aviso (inmediatamente a continuación) para obtener información específica sobre la Audiencia de Aprobación Final.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Puede asistir, pero no está obligado a hacerlo, a la Audiencia de Aprobación Final el 25 de marzo de 2027 a las 2:00 p.m. en el Departamento CX-105 del Tribunal Superior del Condado de Orange, ubicado en 751 W Santa Ana Blvd, Santa Ana, CA 92701. En la Audiencia, el juez decidirá si concede la Aprobación Final del Acuerdo y cuánto del Acuerdo Bruto se pagará a los Abogados de la Clase, a la Demandante y al Administrador. Puede asistir (o contratar a un abogado para que asista) ya sea personalmente o de forma virtual https://www.occourts.org/civil-remote-hearings. Consulte el sitio web del Tribunal para obtener la información más actualizada.

Es posible que el Tribunal reprograme la Audiencia de Aprobación Final. Debe consultar previamente el sitio web del Administrador _____ o comunicarse con los Abogados de la Clase para verificar la fecha y hora de la Audiencia de Aprobación Final.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que el Demandado y las Demandantes han prometido hacer conforme al Acuerdo propuesto. La forma más sencilla de leer el Acuerdo, la Orden de Aprobación Preliminar o cualquier otro documento del Acuerdo es visitar el sitio web de (specify entity) en _____(url)_____, donde el Administrador publicará todos los documentos clave relacionados con este Acuerdo. Una copia de la Sentencia también se publicará en el sitio web del Administrador durante al menos 180 días. También puede llamar o enviar un correo electrónico a los Abogados de la Clase o al Administrador utilizando la información de contacto que se indica a continuación, o consultar el sitio web del Tribunal Superior en https://civilwebshopping.occourts.org/Search.do#searchAnchor e ingresar el Número de Caso de la Acción, que es: 30-2023-01349601-CU-OE-CXC.

NO LLAME AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Abogados de la Clase:
Nombre de los abogados: Kashif Haque, Samuel Wong, Jessica L. Campbell y Farah Khaled
Dirección de correo electrónico: fkhaled@aegislawfirm.com
Nombre del despacho: Aegis Law Firm, PC
Dirección postal: 9811 Irvine Center Drive, Suite 100, Irvine, CA 92618

Teléfono: (949) 379-6250

Nombre de los abogados: Adam Rose y Manny Starr
Dirección de correo electrónico: adam@frontierlawcenter.com y manny@frontierlawcenter.com
Nombre del despacho: Frontier Law Center
Dirección postal: 6200 Canoga Ave., Suite 470, Woodland Hills, CA 91367
Teléfono: (818) 914-3433

Administrador del Acuerdo:
Nombre de la compañía: ILYM Group, Inc.
Dirección de correo electrónico: lisa@ilymgroup.com
Dirección postal:
Teléfono: (714) 878-8836
Número de fax:

10. ¿QUÉ PASA SI PIERDO MI CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque del acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre que solicite un reemplazo antes de la fecha de anulación que aparece en el frente del cheque original. Si su cheque ya está anulado, debe consultar el Fondo de Propiedad No Reclamada en https://www.sco.ca.gov/Files-UPD/guide_upd_claiming.pdf para obtener instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ PASA SI CAMBIO MI DIRECCIÓN?

Para recibir su cheque, debe notificar inmediatamente al Administrador si se muda o cambia de otra manera su dirección postal.

~~ANEXO B~~

FORMULARIO DE DISPUTA

Alejandra Rodgers v. No Ordinary Moments, Inc.,
Caso Núm. 30-2023-01349601-CU-OE-CXC

ENVIAR POR FAX, CORREO ELECTRÓNICO O CORREO POSTAL A:
c/o [Administrador]
P.O. Box *****
**********, CA *****
Fax: (***) ***-****
Email: **********

COMPLETE ESTE FORMULARIO **SOLO SI** DESEA DISPUTAR LA INFORMACIÓN PROPORCIONADA EN SU AVISO DE LA CLASE Y REPETIDA AQUÍ.

Los registros del Demandado No Ordinary Moments, Inc., indican que usted fue empleado como empleado no exento durante _____ semanas laborales durante el Período de la Clase del 17 de julio de 2021 al 20 de junio de 2025. El número total de períodos de pago que trabajó durante el Período PAGA del 18 de septiembre de 2022 al 20 de junio de 2025 es _____. Con base en esta información, **se estima que su Pago Individual de la Clase será de $_____ (menos retenciones) y que su Pago Individual PAGA será de $_____.**

Si considera que su número total de semanas laborales y/o períodos de pago es **incorrecto**, envíe por fax, correo electrónico o correo postal este Formulario de Disputa a la dirección indicada a continuación, junto con cualquier documentación de respaldo que evidencie el número correcto de semanas y/o períodos de pago que usted trabajó para No Ordinary Moments, Inc. El Administrador del Acuerdo tomará su determinación después de considerar los registros y cualquier documentación que usted proporcione, lo cual luego se presentará al Tribunal para la determinación final del Tribunal.

DEBE ENVIAR ESTE FORMULARIO DE DISPUTA POR FAX, CORREO ELECTRÓNICO O CORREO POSTAL A MÁS TARDAR EL **[FECHA]** A LA SIGUIENTE DIRECCIÓN:

c/o [Administrador]
P.O. Box *****
**********, CA *****
Número de fax: **********
Correo electrónico: **********

[EL CÓDIGO DE BARRAS O ID DEL MIEMBRO DE LA CLASE SE INCLUIRÁ AQUÍ]

ANEXO C

FORMULARIO DE EXCLUSIÓN

Alejandra Rodgers v. No Ordinary Moments, Inc.,
Caso Núm. 30-2023-01349601-CU-OE-CXC

ENVIAR POR FAX, CORREO ELECTRÓNICO O CORREO POSTAL A:
c/o [Administrador]
P.O. Box *****
**********, CA *****
Fax: (***) ***-****
Correo electrónico: **********

COMPLETE ESTE FORMULARIO **SOLO SI** DESEA EXCLUIRSE DE LA CLASE DEL ACUERDO. SI SE EXCLUYE DE LA CLASE DEL ACUERDO, **NO** RECIBIRÁ SU PAGO INDIVIDUAL DE LA CLASE.

Yo, _____, solicito ser excluido/a de la Clase en el asunto *Alejandra Rodgers v. No Ordinary Moments, Inc.,* Caso Núm. 30-2023-01349601-CU-OE-CXC. Entiendo que, al presentar este Formulario de Exclusión, ya no seré elegible para recibir el Pago Individual de la Clase. Sin embargo, si soy un/a Empleado/a Agraviado/a, entiendo que aún recibiré el Pago Individual PAGA del Acuerdo.

_____ _____

Firme aquí Fecha

_____

Escriba su nombre en letra de molde aquí

SI DESEA SER EXCLUIDO/A DEL ACUERDO (Y NO RECIBIR UN PAGO), DEBE ENVIAR POR FAX, CORREO ELECTRÓNICO O CORREO POSTAL ESTE FORMULARIO DE EXCLUSIÓN A MÁS TARDAR EL [FECHA] A LA SIGUIENTE DIRECCIÓN:

c/o [Administrador]
P.O. Box *****
**********, CA *****
Número de fax: **********
Correo electrónico: **********

[EL CÓDIGO DE BARRAS O ID DEL MIEMBRO DE LA CLASE SE INCLUIRÁ AQUÍ]

[redacted]

FORMULARIO DE OBJECIÓN

Alejandra Rodgers v. No Ordinary Moments, Inc.,
Caso Núm. 30-2023-01349601-CU-OE-CXC

ENVIAR POR FAX, CORREO ELECTRÓNICO O CORREO POSTAL A:
c/o [Administrador]
P.O. Box *****
**********, CA *****
Fax: (***) ***-****
Correo electrónico: **********

COMPLETE ESTE FORMULARIO **SOLO SI** DESEA OBJETAR AL ACUERDO. **Si desea objetar a los términos del acuerdo, debe completar este Formulario de Objeción (o cualquier otra declaración escrita) indicando la base de su objeción, y enviarlo por fax, correo electrónico o correo postal, junto con cualquier documento que respalde su objeción, al Administrador del Acuerdo a más tardar el _____.**

Objeto al acuerdo propuesto por las siguientes razones:

_____

_____

_____

_____

_____

_____

_____

(Si necesita más espacio, adjunte páginas adicionales a este formulario.)

Si el Tribunal aprueba el Acuerdo a pesar de cualquier objeción, usted aún recibirá los fondos que le correspondan del acuerdo y estará obligado/a por los términos del acuerdo y la liberación. No puede objetar al acuerdo si se excluye de la Clase.

_____ _____

Firme aquí Fecha

_____

Escriba su nombre en letra de molde aquí

[EL CÓDIGO DE BARRAS O ID DEL MIEMBRO DE LA CLASE SE INCLUIRÁ AQUÍ] 4919-1050-9778, v. 1

CERTIFICATE OF SERVICE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

On October 27, 2026, I served the foregoing document(s) entitled:

ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND REPRESENTATIVE PAGA SETTLEMENT

on all the appearing and/or interested parties in this action by delivering ☐ *the original* ☒ *a true copy* thereof on the party(ies) addressed below as follows:

DIR PAGA Unit on behalf of Labor and Workforce Development Agency Via online submission at:	https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed. R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business practice of Aegis Law Firm PC for collection and processing correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via electronic transmission via the above listed email addresses on the date below. (*Cal. Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.* 5(b)(2)(A).)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 27, 2026, at Irvine, California.

Austin Paez
Austin Paez
Email: apaez@aegislawfirm.com