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Attorneys for Plaintiffs Ariana Crisafulli
and Gina Marie Giovacchini and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

ARIANA CRISAFULLI, individually, and on
behalf of other similarly situated employees,
and GINA MARIE GIOVACCHINI,
individually, and on behalf of aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiffs,

vs.

SONOMA MEDIA INVESTMENTS, LLC;
and DOES 1 through 25, inclusive,

Defendants.

Case No. 24CV05458

Honorable Patrick Broderick
Department 16

**DECLARATION OF AMANDA
HOWARD OF ILYM GROUP, INC.
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: July 15, 2026
Time: 3:00 p.m.
Dept.: 16

Complaint Filed: September 13, 2024
FAC Filed: October 23, 2025
Trial Date: Not Set

1 I, Amanda Howard, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Crisafulli,*
6 *et al. v. Sonoma Media Investments, LLC* matter. I am authorized to make this declaration on behalf
7 of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) translating the mailing
17 documents into Spanish; (b) printing and mailing the *Notice of Class Action and PAGA Settlement*,
18 in both English and Spanish (referred to as “Class Notice”); (c) receiving and processing Requests
19 for Exclusion, Notices of Objection, and Workweeks Disputes; (d) establishing a QSF account and
20 calculating individual settlement award amounts; (e) processing and mailing settlement award
21 checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing,
22 issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any
23 unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the
24 Parties mutually agree to and/or the Court orders ILYM Group to perform.

25 4. On March 4, 2026, ILYM Group received the Court approved text for the Class
26 Notice from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice, which
27 was approved by the Parties’ Counsel prior to mailing.
28

1 5. On April 20, 2026, ILYM Group received the Class List file from Defendant's
2 Counsel, which contained the full name, social security number, last known mailing address,
3 number of Workweeks, and number of PAGA Workweeks for each Class Member and PAGA
4 Employee. The Class List was uploaded to our database and checked for duplicates and other
5 possible discrepancies. The Class List contained unique records for 157 individuals identified as
6 Class Members who worked a total of 13,224 Workweeks. Accordingly, the Escalator Clause was
7 not triggered.

8 6. As part of the preparation for mailing, all 157 names and addresses contained in the
9 Class List were then processed against the National Change of Address ("NCOA") database,
10 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
11 the mailing addresses of the Class Members before mailing of the Class Notice. The NCOA
12 contains requested change of addresses filed with the USPS. To the extent that an updated address
13 was found in the NCOA database, the updated address was used for the mailing of the Class Notice.
14 To the extent that no updated address was found in the NCOA database, the original address
15 provided by Defendant's Counsel was used for the mailing of the Class Notice.

16 7. On May 4, 2026, the Class Notice was mailed, in both English and Spanish, via U.S.
17 First Class Mail, to all 157 individuals contained in the Class List. Attached hereto, as **Exhibit A**,
18 is a true and correct copy of the mailed Class Notice.

19 8. As of the date of this declaration, 30 Class Notices have been returned to our office
20 of which none were returned with a forwarding address. ILYM Group performed a computerized
21 skip trace on the 30 returned Class Notices that did not have a forwarding address, in an effort to
22 obtain an updated address for the purpose of re-mailing the Class Notice. As a result of this skip
23 trace, 27 updated addresses were obtained and the Class Notices were promptly re-mailed to those
24 Class Members, via U.S. First Class Mail. As of the date of this declaration, a total of 3 Class
25 Notices have been deemed undeliverable as no updated addresses were found notwithstanding the
26 skip tracing.

27 9. As of the date of this declaration, ILYM Group has not received any Requests for
28 Exclusion. The Response Deadline is June 18, 2026.

1 10. As of the date of this declaration, ILYM Group has not received any Notices of
2 Objection. The Response Deadline is June 18, 2026.

3 11. As of the date of this declaration, ILYM Group has not received any Workweeks
4 Disputes. The Response Deadline is June 18, 2026.

5 12. The Net Settlement Amount available to Settlement Class Members is estimated to
6 be \$155,250.00 and was calculated by subtracting the requested attorneys' fees \$122,500.00, the
7 requested amount for litigation costs and expenses \$25,000.00, the requested Enhancement
8 Payments \$15,000.00 (\$7,500 for each), the requested Settlement Administration Costs \$7,250.00,
9 and the PAGA Amount \$25,000.00 from the Gross Settlement Amount \$350,000.00.

10 13. As of this date, there are 157 Class Members who did not submit a timely and valid
11 Request for Exclusion and are therefore deemed to be Settlement Class Members, representing
12 100% of the Class, who worked 13,224 Workweeks during the Class Period.

13 14. The *highest* Individual Settlement Share to a Settlement Class Member is currently
14 estimated to be approximately \$2,770.64, the *average* Individual Settlement Share is currently
15 estimated to be approximately \$988.85, and the *lowest* Individual Settlement Share is currently
16 estimated to be approximately \$11.74. These amounts are subject to employee-side tax and
17 withholdings.

18 15. Pursuant to the Agreement, 35% of the PAGA Amount (\$8,750.00) will be allocated
19 to PAGA Employees regardless of whether he or she opted outs of the Class Settlement; PAGA
20 Employees cannot opt out of the PAGA Settlement. There are 73 PAGA Employees who worked
21 3,828 PAGA Workweeks during the PAGA Period.

22 16. The *highest* Individual PAGA Payment to a PAGA Employee is currently estimated
23 to be approximately \$182.86, the *average* Individual PAGA Payment is currently estimated to be
24 approximately \$119.86, and the *lowest* Individual PAGA Payment is currently estimated to be
25 approximately \$4.57.

26 17. ILYM Group's total fees and costs for services in connection with the administration
27 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
28 costs for completion of the settlement administration, are \$7,250.00. ILYM Group's work in

1 connection with this matter will continue with the calculation of the settlement award payments,
2 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
3 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
4 Group to perform. Attached hereto, as **Exhibit B**, is a true and correct copy of ILYM Group's
5 quote.

6
7 I declare under penalty of perjury under the laws of the State of California and the United
8 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
9 was executed this 22nd day of June 2026, at Tustin, California.

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12 *Amanda Howard*
13 AMANDA HOWARD
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EXHIBIT “A”

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Ariana Crisafulli, et al. v. Sonoma Media Investments, LLC
Superior Court of California for the County of Sonoma, Case No. 24CV05458

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Ariana Crisafulli ("Plaintiff Crisafulli") and Gina Marie Giovacchini ("Plaintiff Giovacchini") (together, "Plaintiffs") and Defendant Sonoma Media Investments, LLC ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Ariana Crisafulli, et al. v. Sonoma Media Investments, LLC*, Sonoma County Superior Court, Case No. 24CV05458 ("Action"), which may affect your legal rights. On April 6, 2026, the Court granted preliminary approval of the settlement and scheduled a hearing on July 15, 2026 at 3:30 p.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former non-exempt employees who worked for Defendant in the State of California at any time during the Class Period and who did not sign a settlement and release agreement and/or who are not covered by a Collective Bargaining Agreement in connection with their employment with Defendant.

"Class Period" means the period from September 12, 2020 through March 15, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from September 12, 2023 through March 15, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On September 12, 2024, Plaintiff Giovacchini provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that she contends were violated. On September 13, 2024, Plaintiff Crisafulli commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On July 22, 2025, Plaintiff Giovacchini provided an amended written notice to the LWDA and Defendant. The September 12, 2024 and July 22, 2025 notices are together referred to as the "PAGA Letter". On October 23, 2025, Plaintiffs filed a First Amended Class and Representative Action Complaint ("Operative Complaint"), which, *inter alia*, added Plaintiff Giovacchini as a named plaintiff and causes of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA") and the Fair Labor Standards Act ("FLSA").

No court or jury has made any determination as to the merits of Plaintiffs' claims, or that this case is appropriate to pursue as a class or representative action. Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination of employment and associated waiting-time penalties, provide accurate wage statements, reimburse business expenses, provide sick leave and notice of entitlement to sick leave, and pay vacation time, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA.

Plaintiffs also contend that Defendant failed to properly pay minimum and overtime wages pursuant to FLSA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law. Defendant further maintains that class and representative treatment for this Action is inappropriate except for settlement purposes.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On April 6, 2026, the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Ariana Crisafulli as representative of the Class ("Class Representative"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Karen I. Gold,
Sara Pezeshkpour
Noam Reiffman
Marissa A. Mayhood
Alexandra Rose
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Counsel for Defendant are the following:

Elizabeth Staggs Wilson
Chad Greeson
Littler Mendelson, P.C.
1255 Treat Boulevard, Suite 600
Walnut Creek, California 94597
Tel: (925) 927-4507 / Fax: (925) 946-9809

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five

percent (35%) of the Gross Settlement Amount (i.e., \$122,500.00 if the Gross Settlement Amount is \$350,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel and subject to proof; (2) Enhancement Payments amounts not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each (total, \$15,000.00) to Plaintiffs for their services in the Action; (3) the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 65% (i.e., \$16,250.00) (“LWDA Payment”) and the remaining 35% (i.e., \$8,750.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as a non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of weeks each PAGA Employee worked for Defendant as a non-exempt employee in California during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the PAGA Workweeks of all PAGA Employees to yield the “PAGA Workweek Value,” and multiplied each PAGA Employee’s individual PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Workweeks (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From September 12, 2020 through March 15, 2025 (i.e., the Class Period), you are credited as having worked «Class_Workweeks» Workweeks.**
- **From September 12, 2023 through March 15, 2025 (i.e., the PAGA Period), you are credited as having worked «PAGA_Workweeks» PAGA Workweeks.**

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator (“Workweeks Dispute”). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Crisafulli v. Sonoma Media Investments, LLC*, Case No. 24CV05458); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you

dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before June 18, 2026**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Workweeks (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$«Estimated_Individual_Class_Award». The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$«Estimated_Individual_PAGA_Award» and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs (with the exception listed in Paragraph 41 of the Settlement Agreement as to Plaintiff Giovacchini only) and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. To the extent required by law, the cashing of the Individual Settlement Payment check by the Settlement Class Member shall be deemed to be an opt-in for purposes of releasing the Released Parties from the claims predicated under the FLSA in the Released Class Claims that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Operative Complaint.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages (Cal. Labor. Code §§ 510, 1194, 1197, 1198, and 1197.1), failure to calculate the regular rate of pay resulting in unpaid wages (Cal. Lab. Code §§ 204, 210, 510, 515, 551, 552, 558, 558.1, 1182.12, 1194, 1197, 1197.1, and 1198, tit. 8 CCR § 11040(5)(A)-(B), and the applicable Wage Order), failure to provide compliant meal and rest periods and associated premium payments (Cal. Lab. Code §§ 226.7 and 512(a)), improper sick pay (Cal. Lab. Code §§ 233, 245-249), improper overtime compensation pay (Cal. Lab. Code § 204.3), failure to timely pay wages (Cal. Lab. Code §§ 204 and 210), untimely final wages (Cal. Lab. Code §§ 201, 202, and 203), failure to provide accurate wage statements (Cal. Lab. Code § 226), failure to pay vacation wages (Cal. Lab. Code § 227.3), and failure to reimburse necessary business-related expenses (Cal. Lab. Code §§ 2800 and 2802), violation of Cal. Business & Professions Code §§ 17200, *et seq.*; claims for interest, penalties (including but not limited to waiting time penalties at Cal. Lab. Code §§ 201-204; Cal. Lab. Code §§ 1198.5 and 1199), or premiums in connection with any of the preceding claims; as well as any claims under the California Labor Code, California Industrial Welfare Commission’s Wage Orders, or the California Code of Regulations, that were alleged or which could have been alleged under the same or similar facts, allegations, or claims pleading in the Operative Complaint, Fair Labor Standards Act 29 U.S.C. Section 206, Fair Labor Standards Act 29 U.S.C. Section 207, and any claims for injunctive relief, declaratory relief, restitution, , fraudulent business practices, or punitive damages alleged or which could have been alleged under the facts, allegations, and/or claims pleaded in the Operative Complaint.

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay overtime and minimum wages (Cal. Labor. Code §§ 510, 1194, 1197, 1198, and 1197.1), failure to calculate the regular rate of pay resulting in unpaid wages (Cal. Lab. Code §§ 204, 210, 510, 515, 551, 552, 558, 558.1, 1182.12, 1194, 1197, 1197.1, and 1198, tit. 8 CCR § 11040(5)(A)-(B), and the applicable Wage Order), failure to provide compliant meal and rest periods and associated premium payments (Cal. Lab. Code §§ 226.7 and 512(a)), improper sick pay (Cal. Lab. Code §§ 233, 245- 249), improper overtime compensation pay (Cal. Lab. Code § 204.3), failure to timely pay wages (Cal. Lab. Code §§ 204 and 210), untimely final wages (Cal. Lab. Code §§ 201, 202, and 203), failure to provide accurate wage statements (Cal. Lab. Code § 226), failure to pay vacation wages (Cal. Lab. Code § 227.3), failure to keep accurate employment records (Cal. Lab. Code §§ 1174(d) and 1174.5); and failure to reimburse necessary business-related expenses (Cal. Lab. Code §§ 2800 and 2802), claims for interest, penalties (including but not limited to waiting time penalties at Cal. Lab. Code §§ 201-204; Cal. Lab. Code §§ 1198.5 and 1199), and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendant and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$122,500.00 if the Gross Settlement Amount is \$350,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amounts of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each (total, \$15,000.00) (“Enhancement Payments”), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to any other payments they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in

the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

A Request for Exclusion must: (a) contain the case name and number of the Action (*Crisafulli v. Sonoma Media Investments, LLC*, Case No. 24CV05458); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before June 18, 2026**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Crisafulli v. Sonoma Media Investments, LLC*, Case No. 24CV05458); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before June 18, 2026**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 16 of the Sonoma County Superior Court, located at 3035 Cleveland Avenue, Suite 200, Santa Rosa, California 95403, on July 15, 2026, at 3:30 p.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

To appear remotely please use the following:

Department 16

To join by Zoom link: <https://sonomacourt-org.zoomgov.com/j/1614606380>

To join by phone dial: (669) 254-5252

- Meeting ID: 161-460-6380
- Passcode: 840359

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may request a copy of the Settlement Agreement and other documents filed in the Action for a fee by filling out a form at https://forms.office.com/Pages/ResponsePage.aspx?id=6DJQLUBr_Eifv4AyF4vv3fo_2lIgt-pFpmEI7r1wxwZURDNNVlcwOENISVRJVVNEREZDRjk4MFZWTSQIQCN0PWcu and inserting Case No. 24CV05458.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (888) 250-6810, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

AVISO DE DEMANDA COLECTIVA Y ACUERDO PAGA

Ariana Crisafulli, et al. v. Sonoma Media Investments, LLC
Tribunal Superior de California para el Condado de Sonoma, Caso No. 24CV05458

POR FAVOR, LEA ATENTAMENTE ESTE AVISO DE DEMANDA COLECTIVA.

Usted ha recibido este Aviso de Demanda Colectiva porque los registros del Demandado indican que puede ser elegible para participar en el acuerdo de demanda colectiva alcanzado en el caso mencionado anteriormente.

No tiene que tomar ninguna medida para recibir un pago del acuerdo.

Este Aviso de Demanda Colectiva se ha diseñado para informarle sobre sus derechos y opciones en relación con el acuerdo, y cómo puede solicitar su exclusión del Acuerdo de Demanda Colectiva, objetar al Acuerdo de Demanda Colectiva y/o disputar el número de Semanas Laborales y/o Semanas Laborales PAGA que se le acreditan, si así lo desea.

SE LE NOTIFICA QUE: Se ha llegado a un acuerdo de demanda colectiva y representativo entre las Demandantes Ariana Crisafulli ("Demandante Crisafulli") y Gina Marie Giovacchini ("Demandante Giovacchini") (en conjunto, "Demandantes") y el Demandado Sonoma Media Investments, LLC ("Demandado") (las Demandantes y el Demandado se denominan colectivamente las "Partes") en el caso titulado *Ariana Crisafulli, et al. v. Sonoma Media Investments, LLC*, Tribunal Superior del Condado de Sonoma, Caso No. 24CV05458 ("Demanda"), el cual puede afectar sus derechos legales. El 6 de abril de 2026, el Tribunal otorgó la aprobación preliminar del acuerdo y programó una audiencia el 15 de julio de 2026 a las 3:30 p.m. ("Audiencia de Aprobación Final") para determinar si el Tribunal debería o no otorgar la aprobación final del acuerdo.

II. DEFINICIONES IMPORTANTES

"Colectivo" o **"Miembro(s) del Colectivo"** significa todos los empleados actuales y anteriores no exentos que trabajaron para el Demandado en el Estado de California en cualquier momento durante el Período del Colectivo y que no firmaron un acuerdo de conciliación y liberación y/o que no están cubiertos por un Acuerdo de Convenio Colectivo en relación con su empleo con el Demandado.

"Período del Colectivo" significa el período comprendido entre el 12 de septiembre de 2020 y el 15 de marzo de 2025.

"Acuerdo del Colectivo" significa el acuerdo y la resolución de todas las Reclamaciones Liberadas del Colectivo.

"Empleado(s) PAGA" significa todos los empleados actuales y anteriores pagados por hora y/o no exentos que trabajaron para el Demandado en el Estado de California en cualquier momento durante el Período PAGA.

"Período PAGA" significa el período comprendido entre el 12 de septiembre de 2023 y el 15 de marzo de 2025.

"Acuerdo PAGA" significa la liquidación y resolución de todas las Reclamaciones Liberadas PAGA.

VII. ANTECEDENTES DE LA DEMANDA

El 12 de septiembre de 2024, la Demandante Giovacchini notificó por escrito a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA") y al Demandado de las disposiciones específicas del Código Laboral de California que, según ella, fueron violadas. El 13 de septiembre de 2024, la Demandante Crisafulli inició una supuesta demanda colectiva al presentar una Reclamación de Demanda Colectiva en la Demanda. El 22 de julio de 2025, la Demandante Giovacchini proporcionó una notificación por escrito enmendada a la LWDA y al Demandado. Los avisos del 12 de septiembre de 2024 y del 22 de julio de 2025 se denominan en conjunto la "Carta PAGA". El 23 de octubre de 2025, los Demandantes presentaron una Primera Demanda Colectiva Enmendada y Representativa ("Demanda Operativa"), que, entre otras cosas, agregó a la Demandante Giovacchini como demandante asignada y causas de demanda bajo la Ley General de Fiscales Privados de 2004 de conformidad con la Sección 2698 *et seq.* del Código Laboral de California. ("PAGA") y la Ley de Normas Laborales Justas ("FLSA").

Ningún tribunal o jurado ha tomado ninguna determinación en cuanto a los méritos de las reclamaciones de los

Demandantes, o que este caso sea apropiado para proseguir como una demanda colectiva o representativa. Los Demandantes sostienen que el Demandado no pagó adecuadamente los salarios mínimos y las horas extras, no proporcionó descansos para comer y descansar y las primas asociadas, no pagó los salarios a tiempo tras la terminación del empleo y las multas por tiempo de espera asociadas, no proporcionó declaraciones salariales precisas, no reembolsó los gastos comerciales, no proporcionó licencia por enfermedad ni aviso de derecho a licencia por enfermedad, y no pagó vacaciones, y por lo tanto se involucró en prácticas comerciales desleales en violación de la sección 17200 *et seq.* del Código de Negocios y Profesiones de California, y en conductas que dan lugar a multas en virtud de PAGA. Los Demandantes también sostienen que el Demandado no pagó adecuadamente los salarios mínimos y las horas extras de conformidad con la FLSA. Los Demandantes buscan, entre otras cosas, la recuperación de salarios no pagados y primas de comidas y períodos de descanso, gastos comerciales no reembolsados, restitución, penalidades, intereses y honorarios y costos de abogados.

El Demandado niega todas las alegaciones en la Demanda o que haya violado cualquier ley. El Demandado sostiene además que el tratamiento colectivo y representativo para esta Demanda es inapropiado, excepto para fines del acuerdo.

Las Partes participaron en una jornada de mediación con un respetado mediador de demandas colectivas y las Partes alcanzaron a un acuerdo. Desde entonces, las Partes han celebrado la Estipulación Conjunta de Demanda Colectiva y Acuerdo PAGA ("Acuerdo" o "Acuerdo de Conciliación").

El 6 de abril de 2026, el Tribunal emitió una orden aprobando preliminarmente el Acuerdo. El Tribunal ha designado a ILYM Group, Inc. como administrador del Acuerdo ("Administrador del Acuerdo"), a la Demandante Ariana Crisafulli como representante del Colectivo ("Representante del Colectivo") y a los siguientes abogados de los Demandantes como abogados del Colectivo ("Abogados del Colectivo"):

Jonathan M. Genish
Karen I. Gold
Sara Pezeshkpour
Noam Reiffman
Marissa A. Mayhood
Alexandra Rose
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Los abogados del Demandado son los siguientes:

Elizabeth Staggs Wilson
Chad Greeson
Littler Mendelson, P.C.
1255 Treat Boulevard, Suite 600
Walnut Creek, California 94597
Tel: (925) 927-4507 / Fax: (925) 946-9809

Si usted es un Miembro del Colectivo, no necesita tomar ninguna medida para recibir una Parte Individual del Acuerdo, pero tiene la oportunidad de solicitar la exclusión del Acuerdo Colectivo (en cuyo caso no recibirá una Parte Individual del Acuerdo), objetar el Acuerdo Colectivo y/o disputar las Semanas Laborales y/o las Semanas Laborales PAGA acreditadas a usted, si así lo desea, como se explica más detalladamente en la Secciones III y IV a continuación. Si usted es un Empleado PAGA, no necesita tomar ninguna medida para recibir un Pago Individual PAGA; no tendrá la oportunidad de objetar o buscar la exclusión del Acuerdo PAGA y todos los Empleados PAGA estarán obligados al Acuerdo PAGA si el Tribunal otorga la aprobación final del Acuerdo.

El Acuerdo constituye el compromiso y resolución de reclamaciones sumamente disputadas. Nada en este Acuerdo tiene la intención o se interpretará como una admisión por parte del Demandado de que las reclamaciones en la Demanda tengan mérito o que el Demandado tenga alguna responsabilidad ante los Demandantes, los Miembros del Colectivo, o los Empleados PAGA. Los Demandantes y el Demandado, y sus respectivos abogados, han concluido y acuerdan que, a la luz de los riesgos e incertidumbres para cada parte de un litigio continuo, el Acuerdo es justo, razonable y adecuado, y es en el mejor interés de los Miembros del Colectivo, el Estado de California y los Empleados PAGA.

VIII. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula del Acuerdo

El monto total bruto del acuerdo es de Trescientos Cincuenta Mil Dólares y Cero Centavos (\$350,000.00) (el "Monto Bruto del Acuerdo"). La parte del Monto Bruto del Acuerdo que está disponible para el pago a los Miembros del Colectivo se conoce como el "Monto Neto del Acuerdo". El Monto Neto del Acuerdo será el Monto Bruto del Acuerdo menos los siguientes pagos que están sujetos a la aprobación del Tribunal: (1) honorarios de abogados, en un monto que no exceda el treinta y cinco por ciento (35%) del Monto Bruto del Acuerdo (es decir, \$122,500.00 si el Monto Bruto del Acuerdo es \$350,000.00), y reembolso de costos y gastos de litigio, en un monto que no exceda los Veinticinco Mil Dólares y Cero Centavos (\$25,000.00) a los Abogados del Colectivo y sujeto a prueba; (2) Montos de Pagos de Incentivos que no excedan los Siete Mil Quinientos Dólares y Cero Centavos (\$7500.00) cada uno (total, \$15,000.00) a los Demandantes por sus servicios en la Demanda; (3) la cantidad de Veinticinco Mil Dólares y Cero Centavos (\$25,000.00) asignados a multas civiles bajo la Ley General de Abogados Privados ("Monto PAGA"), de los cuales a la LWDA se le pagará el 65% (es decir, \$16,250.00) ("Pago LWDA") y el 35% restante (es decir, \$8,750.00) se distribuirá a los Empleados PAGA ("Monto del Empleado PAGA"); y (4) Costos de Administración del Acuerdo en una cantidad que no exceda Nueve Mil Dólares y Zero Centavos (\$9,000.00) al Administrador del Acuerdo.

Los Miembros del Colectivo son elegibles para recibir el pago en virtud del Acuerdo Colectivo por su parte proporcional del Monto Neto del Acuerdo ("Parte Individual del Acuerdo") en función del número de semanas que cada Miembro del Colectivo trabajó para el Demandado como empleado pagado por hora y/o no exento en California durante el Período del Colectivo ("Semanas Laborales"). El Administrador del Acuerdo ha dividido el Monto Neto del Acuerdo entre las Semanas Laborales de todos los Miembros del Colectivo para obtener el "Valor Estimado de la Semana Laboral" y ha multiplicado las Semanas Laborales individuales de cada Miembro del Colectivo por el Valor Estimado de la Semana Laboral para obtener una Parte Individual del Acuerdo estimada que cada Miembro del Colectivo puede tener derecho a recibir en virtud del Acuerdo del Colectivo (que se enumera en la Sección III.C a continuación). A los Miembros del Colectivo que no presenten una Solicitud de Exclusión oportuna y válida ("Miembros del Acuerdo Colectivo") se les emitirá su Pago Individual del Acuerdo final.

Cada Parte Individual del Acuerdo se asignará un veinte por ciento (20%) como salarios que se informarán en un Formulario W2 del IRS y un ochenta por ciento (80%) como multas no salariales, intereses y daños no salariales que se informarán en un Formulario 1099 del IRS (si es necesario). Cada Parte Individual del Acuerdo estará sujeta a una reducción de la parte del empleado de los impuestos sobre la nómina y las retenciones con respecto a la parte salarial de la Parte Individual del Acuerdo, lo que resultará en un pago neto al Miembro del Colectivo del Acuerdo ("Pago Individual del Acuerdo"). La parte de impuestos y contribuciones del empleador en relación con la parte salarial de las Partes Individuales del Acuerdo ("Impuestos del Empleador") será pagada por el Demandado por separado y además del Monto Máximo del Acuerdo.

Los Empleados PAGA son elegibles para recibir el pago en virtud del Acuerdo PAGA de su parte prorrateada del Monto del Empleado PAGA ("Pago Individual PAGA") en función del número de semanas que cada Empleado PAGA trabajó para el Demandado como empleado no exento en California durante el Período PAGA ("Semanas Laborales PAGA"). El Administrador del Acuerdo dividió el Monto PAGA del Empleado, es decir, el 35% del Monto PAGA, por las Semanas Laborales PAGA de todos los Empleados PAGA para obtener el "Valor de la Semana Laboral PAGA", y multiplicó las Semanas Laborales individuales PAGA de cada Empleado PAGA por el Valor de la Semana Laboral PAGA para obtener el Pago Individual PAGA de cada Empleado PAGA.

Cada Pago Individual PAGA se asignará como multas al cien por ciento (100%), no estará sujeto a impuestos o retenciones, y se informará en el Formulario 1099 del IRS (si corresponde).

Si el Tribunal concede la aprobación final del Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo a los Miembros del Acuerdo Colectivo y los Pagos Individuales PAGA se enviarán por correo a los Empleados PAGA a la dirección que se indique en el archivo del Administrador del Acuerdo. **Si la dirección a la que se le envió este Aviso de Demanda Colectiva no es correcta, o si se muda después de recibir este Aviso, tiene que asegurarse de proporcionar a tiempo al Administrador del Acuerdo su dirección postal correcta para asegurarse de recibir el pago al que tiene derecho de conformidad con el Acuerdo.**

B. Sus Semanas Laborales y Semanas Laborales PAGA (si corresponde) basadas en los registros del Demandado

Según los registros del Demandado:

- Desde el 12 de septiembre de 2020 hasta el 15 de marzo de 2025 (es decir, el Período del Colectivo), se le acredita haber trabajado «Class_Workweeks» Semanas Laborales.
- Desde el 12 de septiembre de 2023 hasta el 15 de marzo de 2025 (es decir, el Período PAGA), se le acredita haber trabajado «PAGA_Workweeks» Semanas Laborales PAGA.

Si desea disputar las Semanas Laborales y/o Semanas Laborales PAGA que se le acrediten, debe presentar su disputa por escrito al Administrador del Acuerdo ("Disputa de las Semanas Laborales"). La Disputa de las Semanas Laborales debe: (a) contener el nombre del caso y el número de la Demanda (*Crisafulli v. Sonoma Media Investments, LLC*, Case No. 24CV05458); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) indicar claramente que disputa el número de Semanas Laborales y/o Semanas Laborales PAGA acreditadas a usted y lo que afirma es el número correcto; y (d) ser devuelto por correo al Administrador del Acuerdo a la dirección especificada que figura en la Sección IV.B a continuación, con matasellos del **18 de junio de 2026 o antes**.

C. Su Parte Individual Estimada del Acuerdo y el Pago Individual PAGA (si corresponde)

Como se explicó anteriormente, su Parte Individual del Acuerdo estimada y el Pago Individual PAGA (si corresponde) se basan en el número de Semanas Laborales y Semanas Laborales PAGA (si corresponde) acreditadas a usted.

Según los términos del Acuerdo, su Parte Individual del Acuerdo se estima en \$«Estimated_Individual_Class_Award». La Parte Individual del Acuerdo está sujeta a una reducción por todos los impuestos y retenciones aplicables del empleado con respecto a la porción de salarios de la Parte Individual del Acuerdo, y solo se distribuirá si el Tribunal aprueba el Acuerdo y después de el Acuerdo se haga efectivo.

Según los términos del Acuerdo, su Pago Individual PAGA se estima en \$«Estimated_Individual_PAGA_Award» y solo se distribuirá si el Tribunal aprueba el Acuerdo y después de que el Acuerdo entre en vigencia.

El proceso de aprobación del acuerdo puede tardar varios meses. Su Parte Individual del Acuerdo y el Pago Individual PAGA (si corresponde) reflejados en este Aviso de Demanda Colectiva son solo una estimación. Su Pago Individual del Colectivo real y/o Pago Individual PAGA (si corresponde) puede ser mayor o menor.

D. Liberación de Reclamaciones

En la Fecha de Entrada en Vigencia y el financiamiento total del Monto Bruto del Acuerdo, se considerará que los Demandantes (con la excepción enumerada en el Párrafo 41 del Acuerdo de Conciliación en cuanto a la Demandante Giovacchini solamente) y todos los Miembros del Colectivo del Acuerdo han liberado, liquidado, comprometido, renunciado y descargado por completo, finalmente y para siempre a las Partes Liberadas de todas las Reclamaciones Liberadas del Colectivo. En la medida en que lo exija la ley, el cobro del cheque de Pago Individual del Acuerdo por parte del Miembro del Colectivo del Acuerdo se considerará una opción a los efectos de liberar a las Partes Liberadas de las reclamaciones establecidas en la FLSA en las Reclamaciones Liberadas del Colectivo que podrían haberse alegado bajo los mismos o similares hechos, alegaciones y/o reclamaciones alegadas en la Demanda Operativa.

En la Fecha de Entrada en Vigencia y la financiación total del Monto Bruto del Acuerdo, se considerará que el Demandante, el Estado de California con respecto a todos los Empleados PAGA y todos los Empleados PAGA han liberado, liquidado, comprometido, renunciado y dado de alta total, final y definitiva las Partes Liberadas de todas las Reclamaciones PAGA Liberadas.

"Reclamaciones Liberadas del Colectivo" significa todas y cada una de las reclamaciones, deudas, responsabilidades, demandas, obligaciones, garantías, costos, gastos, honorarios de abogados, daños o causas de demanda que se alegaron o que podrían haberse alegado en base a las alegaciones fácticas en la Demanda Operativa, que surjan durante el Período del Colectivo, bajo cualquier ley federal, estatal o local, e incluirán específicamente las reclamaciones por la supuesta falta de

pago de horas extras y salarios mínimos del Demandado (Código Laboral de California §§ 510, 1194, 1197, 1198 y 1197.1), la falta de cálculo de la tasa regular de pago que resulta en salarios impagos (Código Laboral de California §§ 204, 210, 510, 515, 551, 552, 558, 558.1, 1182.12, 1194, 1197, 1197.1 y 1198, tit. 8 CCR § 11040(5)(A)-(B), y la Orden Salarial aplicable), no proporcionar períodos de comida y descanso compatibles y pagos de primas asociados (Código Laboral de California §§ 226.7 y 512(a)), pago inadecuado por enfermedad (Código Laboral de California §§ 233, 245-249), pago inadecuado de compensación por horas extras (Código Laboral de California § 204.3), falta de pago oportuno de salarios (Código Laboral de California §§ 204 y 210), salarios finales fuera de término (Código Laboral de California §§ 201, 202 y 203), no proporcionar declaraciones salariales precisas (Código Laboral de California § 226), falta de pago de salarios por vacaciones (Código Laboral de California § 227.3), y la falta de reembolso de los gastos necesarios relacionados con el negocio (Código Laboral de California §§ 2800 y 2802), violación del (Código de Negocios y Profesiones §§ 17200, *et seq.*; reclamaciones de intereses, multas (incluidas, entre otras, multas por tiempo de espera en el (Código Laboral de California §§ 201-204; (Código Laboral de California §§ 1198.5 y 1199), o primas en relación con cualquiera de las reivindicaciones anteriores; así como cualquier reclamación en virtud del Código Laboral de California, las Órdenes Salariales de la Comisión de Bienestar Industrial de California o el Código de Regulaciones de California, que se alegaron o que podrían haberse alegado bajo los mismos hechos, alegaciones o reclamaciones similares en la Demanda Operativa, la Ley de Normas Laborales Justas 29 U.S.C. Sección 206, la Ley de Normas Laborales Justas 29 U.S.C. Sección 207, y cualquier reclamación de medidas cautelares, alivio declaratorio, restitución, prácticas comerciales fraudulentas o daños punitivos alegados o que podrían haberse alegado bajo los hechos, alegaciones y/o reclamaciones alegadas en la Demanda Operativa.

"Reclamaciones Liberadas PAGA" significa todas y cada una de las reclamaciones que surjan de cualquiera de las alegaciones fácticas en la Carta PAGA, que surjan durante el Período PAGA, por multas civiles en virtud de la Ley General de Fiscales Privados de 2004, Secciones 2698 *et seq.* del Código Laboral de California, incluidas todas las reclamaciones por honorarios de abogados y costos relacionados con los mismos, por la supuesta falta de pago de horas extras y salarios mínimos por parte del Demandado (Código Laboral de California §§ 510, 1194, 1197, 1198 y 1197.1), la falta de cálculo de la tasa regular de pago que resulta en salarios impagos (Código Laboral de California §§ 204, 210, 510, 515, 551, 552, 558, 558.1, 1182.12, 1194, 1197, 1197.1 y 1198, tit. 8 CCR § 11040(5)(A)-(B), y la Orden Salarial aplicable), no proporcionar períodos de comida y descanso compatibles y pagos de primas asociados (Código Laboral de California §§ 226.7 y 512(a)), pago inadecuado por enfermedad (Código Laboral de California §§ 233, 245-249), pago inadecuado de compensación por horas extras (Código Laboral de California § 204.3), falta de pago oportuno de salarios (Código Laboral de California §§ 204 y 210), salarios finales fuera de término (Código Laboral de California §§ 201, 202 y 203), no proporcionar declaraciones salariales precisas (Código Laboral de California § 226), falta de pago de salarios por vacaciones (Código Laboral de California Código § 227.3), falta de mantenimiento de registros de empleo precisos (Código Laboral de California Código §§ 1174(d) y 1174.5); y la falta de reembolso de los gastos necesarios relacionados con el negocio (Código Laboral de California §§ 2800 y 2802), reclamaciones por intereses, multas (incluidas, entre otras, multas por tiempo de espera del Código Laboral de California §§ 201-204; Código Laboral de California §§ 1198.5 y 1199), y la Orden Salarial de la Comisión de Bienestar Industrial aplicable.

"Partes Liberadas" significa el Demandado y cualquiera de sus matrices, subsidiarias, predecesores, sucesores y afiliados directos o indirectos pasados, presentes y futuros.

E. Honorarios y Costos de los Abogados del Colectivo

Los Abogados del Colectivo buscarán los honorarios de los abogados en una cantidad que no exceda el treinta y cinco por ciento (35%) del Monto Bruto del Acuerdo (es decir, \$122,500.00 si el Monto Bruto del Acuerdo es \$350,000.00) y el reembolso de los costos y gastos del litigio en una cantidad que no exceda los Veinticinco Mil Dólares y Cero Centavos (\$25,000.00) (colectivamente, "Honorarios y Costos de los Abogados"), sujeto a la aprobación del Tribunal. Los Honorarios y Costos de los Abogados otorgados por el Tribunal se pagarán del Monto Bruto del Acuerdo. Los Abogados del Colectivo han procesado la Demanda en nombre de la Demandante, los Miembros del Colectivo y los Empleados PAGA en base de contingencia (es decir, sin que se les haya pagado nada hasta la fecha) y han pagado todos los costos y gastos de litigio.

F. Pagos de Incentivo a los Demandantes

Los Demandantes buscarán las cantidades de Siete Mil Quinientos Dólares y Cero Centavos (\$7,500.00) cada uno (total, \$15,000.00) ("Pagos Incentivos"), en reconocimiento de sus servicios en relación con la Demanda. Los Pagos Incentivos se pagarán del Monto Máximo del Acuerdo, sujeto a la aprobación del Tribunal, y si se otorgan, se pagarán a las Demandantes además de sus Pagos Individuales del Acuerdo y/o Pagos Individuales PAGA a los que tienen derecho en virtud del Acuerdo.

G. Costos de Administración del Acuerdo para el Administrador del Acuerdo

Se estima que el pago al Administrador del Acuerdo no excederá los Nueve Mil Dólares y Cero Centavos (\$9,000.00) ("Gastos de Administración del Acuerdo") por los costos del proceso de notificación y administración del Acuerdo, incluidos, entre otros, los gastos de notificación a los Miembros del Acuerdo Colectivo, procesamiento de Solicitudes de Exclusión, Notificaciones de Objeciones y Disputas de Semanas Laborales, cálculo y distribución de pagos, y preparación y emisión de formularios de impuestos, y se pagará con cargo al Monto Total del Acuerdo, sujeto a la aprobación del Tribunal.

IX. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DEL COLECTIVO?

A. Participar en el Acuerdo

Si desea participar en el Acuerdo Colectivo y recibir dinero a partir de este Acuerdo Colectivo no tiene que hacer nada. Se le incluirá automáticamente en el Acuerdo Colectivo y se le emitirá su Pago Individual del Acuerdo, a menos que decida excluirse del Acuerdo Colectivo.

A menos que elija excluirse del Acuerdo Colectivo y si el Tribunal otorga la aprobación final del Acuerdo, estará sujeto a los términos del Acuerdo Colectivo y a cualquier sentencia que pueda dictar el Tribunal en función del mismo, y liberará las Reclamaciones Liberadas del Colectivo contra las Partes Liberadas como se describe en la Sección III.D anterior.

Si usted es un Empleado PAGA y el Tribunal otorga la aprobación final del Acuerdo, se le incluirá automáticamente en el Acuerdo PAGA y se le emitirá su Pago Individual PAGA. Esto significa que estará obligado por los términos del Acuerdo PAGA y cualquier sentencia que pueda dictar el Tribunal basado en el mismo, y liberará las Reclamaciones Liberadas PAGA descritas en la Sección III.D anterior.

Como Miembro del Colectivo y/o Empleado PAGA (si aplica) no será responsable por separado del pago de los honorarios de abogados o los costos y gastos de litigio, a menos que contrate a su propio abogado, en cuyo caso será responsable de los honorarios y gastos de su propio abogado.

B. Solicitud de Exclusión del Acuerdo Colectivo

Los Miembros del Colectivo pueden solicitar ser excluidos del Acuerdo Colectivo enviando una carta ("Solicitud de Exclusión") al Administrador del Acuerdo, a la siguiente dirección:

ILYM Group, Inc.
Apartado Postal 2031
Tustin, CA 92781

Una Solicitud de Exclusión debe: (a) contener el nombre del caso y el número de la Demanda (*Crisafulli.v. Sonoma Media Investments, LLC*, Caso No. 24CV05458); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) indicar claramente que no desea ser incluido en el Acuerdo Colectivo; y (d) ser devuelto por correo al Administrador del Acuerdo a la dirección especificada anteriormente, con matasellos del **18 de junio de 2026 o antes**.

Si el Tribunal otorga la aprobación final del Acuerdo, a cualquier Miembro del Colectivo que presente una Solicitud de Exclusión válida y oportuna del Acuerdo Colectivo no se le emitirá un Pago Individual del Acuerdo, no estará obligado por el Acuerdo Colectivo (y la liberación de las Reclamaciones Liberadas del Colectivo descritas en la Sección III.D anterior), y no tendrá ningún derecho a objetar, apelar o comentar sobre el Acuerdo Colectivo. Los Miembros del Colectivo que no presenten una Solicitud de exclusión oportuna y válida se considerarán Miembros del Acuerdo Colectivo y estarán sujetos a todos los términos del Acuerdo Colectivo, incluidos los relacionados con la liberación de las Reclamaciones Liberadas establecidas en la Sección III.D anterior, también como cualquier sentencia que pueda dictar el Tribunal con base en ella.

Los Empleados PAGA estarán sujetos al Acuerdo PAGA (y a la liberación de las Reclamaciones Liberadas PAGA descritas en la Sección III.D anterior) y se les emitirá un Pago Individual PAGA, independientemente de si presentan una Solicitud de Exclusión.

C. Objetar el Acuerdo Colectivo

Puede objetar el Acuerdo Colectivo siempre que no haya presentado una Solicitud de Exclusión enviando una objeción por escrito ("Aviso de Objeción") al Administrador del Acuerdo.

La Notificación de Objeción debe: (a) contener el nombre del caso y el número de la Demanda (*Crisafulli v. Sonoma Media Investments, LLC*, Caso No. 24CV05458); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) contener una declaración por escrito de todos los motivos de la objeción acompañada de cualquier respaldo legal para dicha objeción; (d) contener copias de cualquier documento, escrito u otro documento en el que se base la objeción; y (e) ser devuelto por correo al Administrador del Acuerdo a la dirección especificada que figura en la Sección IV.B anterior, con matasellos del **18 de junio de 2026 o antes**.

También puede comparecer en la Audiencia de Aprobación Final y presentar su objeción oralmente, independientemente de si ha presentado un Aviso de Objeción y sin previo aviso.

X. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal celebrará una Audiencia de Aprobación Final en el Departamento 16 del Tribunal Superior del Condado de Sonoma, ubicado en 3035 Cleveland Avenue, Suite 200, Santa Rosa, California 95403, el 15 de julio de 2026, a las 3:30 p.m., para determinar si el Acuerdo debe ser finalmente aprobado como justo, razonable y adecuado. También se le pedirá al Tribunal que apruebe y otorgue los Honorarios y Costos de los Abogados a los Abogados del Colectivo, el Pago de Incentivo al Demandante y los Costos de Administración del Acuerdo al Administrador del Acuerdo.

La Audiencia de Aprobación Final puede ser continuada sin previo aviso a los Miembros del Colectivo y Empleados PAGA. Usted no tiene que comparecer ante la Audiencia de Aprobación Final, aunque puede hacerlo si lo desea.

Para comparecer de forma remota, utilice lo siguiente:

Departamento 16

Para unirse por el enlace de Zoom: <https://sonomacourt-org.zoomgov.com/j/1614606380>

Para unirse por teléfono, marque: (669) 254-5252

- ID de la reunión: 161-460-6380
- Código de acceso: 840359

XI. INFORMACIÓN ADICIONAL

Lo indicado anteriormente es un resumen de los términos básicos del Acuerdo. Para conocer los términos precisos y las condiciones del Acuerdo de Conciliación, tiene que revisar el Acuerdo de Conciliación detallado y otros documentos que se encuentran archivados en el Tribunal.

Puede solicitar una copia del Acuerdo de Conciliación y otros documentos presentados en la Demanda por una tarifa completando un formulario en https://forms.office.com/Pages/ResponsePage.aspx?id=6DJQLUBr_Eifv4AyF4vv3fo_2lIgt-pFpmEI7r1wxwZURDNNVlcwOENISVRJVNEREZDRjk4MFZWTSQIQCN0PWcu e ingresando No. del Caso 24CV05458.

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O A LA OFICINA DEL SECRETARIO PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

SI TIENE ALGUNA PREGUNTA, LLAME AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: 888-250-6810 O TAMBIÉN PUEDE COMUNICARSE CON LOS ABOGADOS DEL COLECTIVO.

EXHIBIT “B”

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Crisafulli & Giovacchini v. Sonoma Media Sonoma Media Investments, LLC

Wednesday, January 22, 2025

Requesting Attorney:

Marissa Mayhood
Blackstone Law, APC
mmayhood@blackstonepc.com
310.622.4278

ILYM Group Contact:

Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	154
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$325.00
Project Management:	\$2,695.00
Notification & Mailing:	\$527.80
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,687.20
Case Conclusion:	\$1,015.00

All-In/Capped ILYM Fees & Expenses: \$7,250.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Crisafulli & Giovacchini v. Sonoma Media Sonoma Media Investments, LLC

Wednesday, January 22, 2025

Requesting Attorney's Name: Marissa Mayhood

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	1	\$150.00
Programming of Class Database	Hourly	\$175.00	1	\$175.00
<i>*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.</i>				
Subtotal				\$325.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	1	\$70.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$50.00	1	\$50.00
Toll Free Customer Service Representative	Flat Fee	\$75.00	1	\$75.00
Weekly Reports	Flat Rate	\$750.00	1	Waived
Subtotal				\$2,695.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$1.50	154	\$231.00
USPS First Class Postage	Per Piece	\$0.75	154	\$115.50
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	26	\$52.36
Storage, Photocopies, Deliveries	Flat Fee	\$128.94	1	\$128.94
Subtotal				\$527.80

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Crisafulli & Giovacchini v. Sonoma Media Sonoma Media Investments, LLC

Wednesday, January 22, 2025

Requesting Attorney's Name: Marissa Mayhood

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	154	\$154.00
USPS First Class Postage	Per Piece	\$0.65	154	\$100.10
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	15	\$23.10
Preparation of Taxes	Hourly	\$120.00	3	\$360.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal **\$2,687.20**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds to the State	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal **\$1,015.00**

All-In/Capped ILYM Fees & Expenses: \$7,250.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the permissible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.