



UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA

Grippo v. Sugared + Bronzed, LLC
Case No. 8:24-cv-01792-AB-DFM

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A PROPOSED SETTLEMENT HAS BEEN REACHED IN A CLASS ACTION ALLEGING THAT **SUGARED + BRONZED, LLC** (“S+B” OR “DEFENDANT”) SENT TEXT MESSAGES TO INDIVIDUALS’ MOBILE PHONES AFTER THEY REQUESTED NO FURTHER TEXT MESSAGES IN VIOLATION OF THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, *ET SEQ.*, AND RELATED STATE LAWS. DEFENDANT STRONGLY DENIES ANY CLAIMS OF WRONGDOING BUT HAS AGREED TO SETTLE THE LAWSUIT (DEFINED BELOW) TO AVOID THE BURDEN AND COST OF FURTHER LITIGATION. YOU ARE A SETTLEMENT CLASS MEMBER IF S+B’S RECORDS INDICATE THAT YOUR MOBILE NUMBER RECEIVED TWO OR MORE TELEMARKETING TEXT MESSAGES SENT FROM OR ON BEHALF OF S+B USING THE KLABIYO PLATFORM BETWEEN AUGUST 14, 2020, AND JULY 17, 2026. CAPITALIZED TERMS USED IN THIS NOTICE, OTHER THAN THOSE DEFINED IN THIS NOTICE, SHALL HAVE THE SAME MEANING AS SET FORTH IN THE SETTLEMENT AGREEMENT.

A federal court authorized this notice.

This is not a solicitation from a lawyer.

Your Legal Rights Are Affected Even If You Do Not Act. Please Read This Notice Carefully. It explains your rights and options to participate in the class action settlement.

- The settlement will result in the creation of a non-reversionary \$750,000 fund to fully settle and release certain claims of persons to whom S+B sent or had sent, text messages using the Klaviyo platform, to their mobile phones after they sent inbound stop messages to Defendant or Defendant’s vendors, between August 14, 2020 and July 17, 2026.
- The settlement fund will be used to pay settlement amounts to approved settlement class members who elect to participate in the settlement, after deducting the costs of settlement notice and administration, attorneys’ fees, litigation costs, and expenses (subject to Court approval), and an incentive award to Plaintiff Zoe Grippo (subject to Court approval), the consumer who initiated the class action lawsuit against Defendant.
- If you are a settlement class member, your legal rights are affected, and you now have a choice to make. You have four options:

YOU MAY:	SUMMARY:	DUE DATE:
SUBMIT A TIMELY CLAIM FORM	If you submit a valid, approved claim form by October 2, 2026, you will receive a share of the settlement fund after certain amounts are deducted, and you will release certain Telephone Consumer Protection Act (“TCPA”) related claims you may have against Defendant and related entities.	October 2, 2026
DO NOTHING	If you do nothing, you will not receive a share of the settlement fund, but if you are a settlement class member you will release certain TCPA-related claims you may have against Defendants and related entities.	N/A
ASK TO BE EXCLUDED	You can opt out of the settlement by submitting a Valid Exclusion Request to the Claims Administrator. If you do so, you will not be eligible to receive a settlement payment. But you will retain the right to sue on your own regarding any claims that are part of the settlement.	October 2, 2026
SUBMIT AN OBJECTION	You may write to the Court and explain why you do not like the settlement. You may appear and speak at the Final Approval Hearing on your own or through a lawyer hired by you at your own expense. If the settlement is approved over your objection, however, you will receive a share of the settlement fund if you also submit a valid, approved claim form after the Court grants final approval of the settlement. You will be bound by the settlement and give up your right to sue on your own regarding any claims that are part of the settlement.	October 2, 2026

**THESE RIGHTS AND OPTIONS
– AND THE DEADLINES TO EXERCISE THEM –
ARE EXPLAINED IN THIS NOTICE.**

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Basic Information

1. Why is there a Notice?

The purpose of this Notice is to inform potential class members about the proposed settlement of a class action lawsuit. This Notice explains:

- What the lawsuit and the settlement are about.
- Who is a member of the Settlement Class.
- Who represents the Settlement Class Members in the lawsuit.
- What your legal rights and choices are.
- How and by when you need to act.

2. What is a class action and who is involved?

In a class action lawsuit, one or more people, called “Named Plaintiffs” or “Class Representatives,” sue on behalf of people who the Named Plaintiff believes has similar claims. The people together are called the “Class” or “Class Members.” In this case, the Named Plaintiff and the company being sued, the Defendant, have reached a proposed settlement. A Court is considering whether to approve the settlement, so it has allowed, or “certified,” this case as a class action for settlement purposes only. All decisions that the Court makes concerning the settlement will affect everyone in the Settlement Class.

3. What lawsuit is involved in this settlement?

A class action was filed in the United States District Court for the Central District of California entitled *Zoe Grippo, individually and on behalf of all others similarly situated, v. Sugared + Bronzed, LLC*, Case No. 8:24-cv-01792-AB-DFM. This lawsuit is referred to as the “Class Action.”

4. What is this Class Action about?

This Class Action alleges that Defendant violated a federal law and a Virginia state law by sending text messages via the Klaviyo platform to individuals’ mobile phones after having received an inbound message from the individuals seeking to stop Defendant’s messages.

Defendant strongly denies any wrongdoing, as it believes it had prior consent for all of its marketing communications, but has agreed to settle the Action in order to avoid the burden and cost of further litigation.

5. Why is there a Settlement?

The Court did not decide in favor of the Named Plaintiff or Defendant. The Class Representative and Class Counsel (listed below) believe that the claims asserted in the Class Action have merit but believe that the settlement is in the best interests of the Settlement Class. Class Counsel has evaluated information made available in the course of the lawsuit and settlement negotiations and have taken into account the risks and uncertainties of proceeding with the Class Action. Those risks include the uncertainty of obtaining and maintaining class certification, prevailing on the merits, proving substantial damages at trial, available resources of Defendant, and prevailing on post-trial motions and likely appeals. Based upon the consideration of these and other factors, including the substantial time and expense of further litigation, Class Counsel believe that it is in the best interests of the Settlement Class to settle the Class Action on the terms described below.

Defendant strongly denies any wrongdoing and does not believe it has any liability to the Class Representative or the Settlement Class. However, Defendant believes that it is in its best interest to settle the Class Action under the terms of the Settlement Agreement and obtain closure on these matters to avoid the uncertainty, expense, and diversion of business resources resulting from further litigation.

The Parties engaged in settlement negotiations, participated in mediation before a professional mediator, and shared information pertaining to the claims asserted in the Class Action before reaching the settlement.

This Notice does not imply that any court has found or would have found that Defendant violated the law, that a class would have been certified, or that any member of the class would have recovered any amount of damages if the Class Action were not settled.

Who is in the Settlement?

6. Am I a Member of the Settlement Class?

You are a member of the Settlement Class if:

- S+B's records indicate that you received two or more telemarketing text messages on your mobile phone from S+B or on behalf of S+B using the Klaviyo platform, in a 12-month period, , between August 14, 2020 and July 17, 2026 after S+B or the Klaviyo platform received an inbound stop message from you, such as "STOP", "UNSUBSCRIBE", "NOOFFERS", "NO OFFERS", "OPT OUT", "END", or "QUIT".
- You are not a current or former employee, officer, director, agent, or legal representative of S+B, or its affiliated entities.

This Notice provides a summary of some, but not all, of the terms of the Settlement Agreement. Visit www.SBTCPASettlement.com to see a copy of the entire Settlement Agreement. The Settlement Agreement must be approved by the Court and become "Final" before any benefits are paid.

The Terms of the Proposed Settlement

7. What benefits will I receive as a member of the Settlement Class?

Defendant will establish a non-reversionary settlement fund in the amount of \$750,000 to compensate members of the Settlement Class. Out of the settlement will be paid:

- a. Settlement compensation to approved, participating settlement class members;
- b. Notice and administration costs not to exceed \$51,000;
- c. An award of attorneys' fees not to exceed twenty-five percent (25%) of the settlement fund, subject to the Court's approval;
- d. Litigation costs and expenses incurred in litigating the TCPA claims in this matter, subject to the Court's approval; and
- e. An incentive award to Ms. Grippo not to exceed \$10,000, subject to the Court's approval.

Each participating Settlement Class Member who submits an approved claim form will be entitled to a pro-rata share of the Settlement Fund after Court-approved deductions listed above. If funds remain after initial settlement checks are issued and expire, additional distributions may be made to participating Settlement Class Members before any remaining funds are distributed as a *cypres* award to a Court-approved charitable organization, as provided in the Settlement Agreement.

It is estimated that each participating and approved member of the settlement class will receive between \$110 and \$222. The actual amount each participating and approved member of the settlement class will receive may be more or less depending on the number of participating settlement class members who submit timely, valid, and approved claims.

8. Is there any money available now?

No. No money or benefits are available now because the Court has not yet decided whether to approve the settlement and because it is not yet final. There is no guarantee that money or benefits will ever be distributed.

Your Rights and Options

This Notice is being sent to you so that you can decide whether to participate in the settlement.

9. How can I get a payment?

You must submit a valid claim form to the Settlement Administrator. There are two ways you can do this:

- (1) By Mailing a Claim Form: If you received a postcard notice and claim form in the mail, you may mail a valid claim form to the Grippo v. Sugared + Bronzed, LLC. Settlement Administrator, P.O. Box 25226 Santa Ana, CA 92799-9958. If you mail your claim form, it must be postmarked by October 2, 2026.
- (2) By Submitting a Claim Form Online: You may submit a valid claim online through www.SBTCPASettlement.com. If you choose to submit a valid claim online, you must do so by October 2, 2026.

10. What happens if I do nothing?

If you are a member of the Settlement Class, you do nothing, and the Court approves the Settlement Agreement, you will not receive a share of the Settlement Fund, but you will release certain TCPA-related claims you may have against Defendant and related entities. If you fall within the Settlement Class, unless you exclude yourself from the Settlement, you will not be able to sue or continue a lawsuit against Defendant and related entities over the released TCPA-related claims.

11. Why would I ask to be excluded?

You may want to exclude yourself from the Settlement Class if you already have filed (or intend to file) a lawsuit or arbitration against Defendant or its affiliates for the Released Claims and want to continue that lawsuit or arbitration individually, on your own behalf. If you do not exclude yourself, you will be legally bound by all orders of the Court regarding the Settlement Class, the Settlement Agreement, and the Released Claims. All Settlement Class Members who do not ask to be excluded will be forever barred from asserting against Defendant and its affiliates any and all actions, claims, causes of action, proceedings, or rights of any nature and description whatsoever regarding the Released Claims, as more fully described in the Settlement Agreement. Settlement Class Members who request exclusion shall **not** be entitled to recover any benefits from the settlement. Settlement Class Members who request exclusion will **not** receive a check in the mail after the settlement becomes Final.

12. How do I exclude myself from the Settlement Class?

If you fall within the Settlement Class, you may exclude yourself from the Settlement, in which case you will not receive a payment, and you will not release any TCPA-related claims you may have against Defendant and related entities. If you fall within the Settlement Class, and if you wish to exclude yourself from the Settlement, you must mail a written request for exclusion to the Claims Administrator at the following address, postmarked by October 2, 2026.

Gripco v. Sugared + Bronzed, LLC
Claims Administrator
P.O. Box 25226
Santa Ana, CA 92799-9958

You must include in your request for exclusion your:

- a. Full name;
- b. Address;
- c. Telephone number to which Sugared + Bronzed, LLC using the Klaviyo platform sent a text message from August 14, 2020, through July 17, 2026, to demonstrate you are a member of the settlement class; and
- d. A clear and unambiguous statement that you wish to be excluded from the settlement, such as "I request to be excluded from the settlement in the *Gripco v. Sugared + Bronzed, LLC* action."

You must sign the request personally. If any person signs on your behalf, that person must attach a copy of a valid power of attorney authorizing that person to sign on your behalf.

If you exclude yourself from the Settlement, you cannot object to the Settlement and you will **not** receive any money or other benefits from the Settlement.

However, you may rescind your request for exclusion by providing written notice of withdrawal to the Claims Administrator no more than fourteen (14) days after the Final Approval Hearing.

13. Can I object to the Settlement?

Yes, but **not** if you exclude yourself from the Settlement Class. Objecting is simply telling the Court that you do not like something about the Settlement but that you elect to remain in the Settlement Class. All objections that are served on the Claims Administrator by the deadline of October 2, 2026, will be considered at the Final Approval Hearing on the date and time set forth in the Court's Preliminary Approval Order. If you do not serve an objection, you waive your right to appeal any Court order or judgment related to the Settlement. If the Settlement is ultimately approved over your objection, and you submit a valid, approved claim form, you will receive a check in the mail and/or electronic payment in the amount of your pro rata share of the net Settlement Fund less attorney's fees, costs of suit and administration costs, after Final Judgment becomes final, as defined in the Settlement Agreement. You will be bound by the Settlement and give up your right to sue on your own regarding any claims that are part of the Settlement.

To object to the Settlement, you must submit a written objection to the Clerk of the Court, by the objection deadline. Please note you must submit an objection to the Settlement Administrator if you intend to appear and speak at the Final Approval Hearing.

Your written objection must include:

- The name and case number of this lawsuit;
- Your full name, address, and mobile telephone number;
- A written statement of all grounds for your objections accompanied by any legal support for such objections;
- Copies of any papers, briefs or other documents upon which your objection is based;
- A written statement as to whether you intend to appear at the Final Approval Hearing;
- If you intend to appear at the Final Approval Hearing through counsel at your own expense, you must also identify the attorney(s) representing you who will appear at the Final Approval Hearing.

The deadline to submit your objection is October 2, 2026. The address for the Clerk of the Court is:

Clerk of the Court
United States District Court for the Central District of California
Courtroom 7B
350 W. First Street
Los Angeles, CA 90012

You must also mail a copy of your Objection to Class Counsel and Defendant's Counsel at the following addresses:

CLASS COUNSEL	DEFENDANT'S COUNSEL
Todd M. Friedman, Esq. Law Offices of Todd M. Friedman, P.C. 23586 Calabasas Road, Suite 105 Calabasas, CA 91302	Harold M. Walter, Esq. Offit Kurman, P.A. 1954 Greenspring Drive, Suite 605 Timonium, MD 21093

14. When is the Final Approval Hearing?

The Court will hold a Final Approval Hearing on November 20, 2026, at 10:00 a.m. PST in Central District Court of California, Courtroom 7B, 350 W. First Street, Los Angeles, CA 90012. The date of the Final Approval Hearing may change, so please refer to the settlement website to confirm the date and time of the Final Approval Hearing. At the Final Approval Hearing, the Court will consider if:

- The Settlement is fair, reasonable, and adequate;
- The Settlement should be approved; and
- Any objections to the Settlement and, if so, whether those objections are valid.

15. Do I have to attend the Final Approval Hearing?

No. Your attendance at the Final Approval Hearing is not required even if you submit a written objection. However, you or your attorney may attend the hearing at your own expense.

16. What is required if I object and want to attend the Final Approval Hearing?

In addition to the requirements for submitting objections, as listed above in question 13, if you and/or your attorney intend to appear at the Final Approval Hearing, you must provide to the Settlement Administrator (who shall forward it to Class Counsel and Defense Counsel) and file with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing no later than thirty (30) days before the Final Approval Hearing or as the Court may otherwise direct.

The address for the Clerk of the Court is:

Clerk of the Court
United States District Court for the Central District of California
Courtroom 7B
350 W. First Street
Los Angeles, CA 90012

You may file the notice of intention to appear in person or electronically in the case of *Zoe Grippo, individually and on behalf of all others similarly situated, v. Sugared + Bronzed, LLC*, Case No. 8:24-cv-01792-AB-DFM in the United States District Court for the Central District of California.

17. May I speak at the Final Approval Hearing?

Yes, you may speak at the Final Approval Hearing to object to the proposed settlement, but only if you have submitted a written objection and filed a notice of intention to appear as described above (unless the Court provides otherwise). You may also enter an appearance through an attorney hired at your own expense.

The Lawyers Representing You

18. Does the Settlement Class have a lawyer?

Yes. The Court appointed the **Law Offices of Todd M. Friedman, P.C.** and **The Weitz Firm, LLC** to represent you and the other Settlement Class Members. They are called “Class Counsel.” More information about these law firms, their practices, and their lawyers is available at <http://www.toddflaw.com> and <http://www.theweitzfirm.com>.

19. Should I hire my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, you may hire an attorney at your own expense to represent you and speak on your behalf.

20. How will Class Counsel be paid?

If the Court approves the Settlement Agreement at the Final Approval Hearing, then Class Counsel will ask the Court for an award of reasonable attorneys' fees in an amount not to exceed \$250,000.00 or 33.33% of the Settlement Fund, plus actual documented costs of litigation anticipated not to exceed \$40,000.

21. Will the Class Representative request any payments in addition to the Settlement Benefits?

Yes. The Class Representative in this Class Action is Named Plaintiff Zoe Grippo. Class Counsel will request that the Court grant an incentive award of up to \$10,000 for the Class Representative.

More Information

22. Where can I get more information?

This Notice is only a summary of relevant court documents. The Settlement Website is the best source for the most current information regarding the Settlement. Visit www.SBTCPASettlement.com to see complete copies of case-related documents. If you have further questions, you may:

- Call the toll free number: (833) 285-3415
- Write to the Settlement Administrator:

Grippo v. Sugared + Bronzed, LLC
Claims Administrator
P.O. Box 25226
Santa Ana, CA 92799-9958

- If you wish to contact Class Counsel regarding the settlement, you may contact them directly as follows:

23. May I contact the Court or Defendant directly?

Please do not contact the Court, Defendant, or Defense Counsel regarding this settlement. They cannot provide you any advice.

24. Important Dates

July 17, 2026:	Order Preliminarily Approving the Settlement Entered
August 17, 2026:	Notice Sent (thirty days after entry of Order Preliminarily Approving the Settlement)
September 25, 2026:	Attorneys' Fees Petition Filed (sixty days after entry of Order Preliminarily Approving the Settlement)

October 2, 2026: Deadline to Submit Claims, Send Exclusion, or File Objection (seventy-five days after entry of Order Preliminarily Approving the Settlement)

September 25, 2026: Motion for Final Approval Filed (thirty days before final fairness hearing)

October 13, 2026: Class Administrator will provide a sworn declaration attesting to proper service of the Class Notice and Claim Forms, and state the number of claims, objections, and opt outs, if any (ten days prior to Final Fairness Hearing)

November 20, 2026: Final Fairness Hearing

January 3, 2027: Defendants to fund Settlement Fund, less costs previously advanced to the Settlement Administrator, within fourteen (14) days after Final Judgment becomes final, as defined in the Settlement Agreement