

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ZOE GRIPPO, Individually and On
Behalf of All Others Similarly Situated,

Plaintiffs,

v.

SUGARED + BRONZED, LLC,

Defendants.

Case No. 8:24-cv-01792-AB-DFM

**~~PROPOSED~~ ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT
AND CERTIFYING SETTLEMENT
CLASS**

[CLASS ACTION]

Plaintiff's Motion for Preliminary Approval of a Class Action Settlement and Certification of a Settlement Class came on for hearing on July 17, 2026, before this Court. The Court, having considered the Motion and the Parties' proposed Settlement, grants Plaintiff's Motion as follows:

1. The Court has reviewed the terms of the Parties' Settlement Agreement and preliminarily finds that the Settlement Agreement appears sufficiently fair, reasonable, and adequate to warrant dissemination of class notice of the proposed Settlement and scheduling a formal fairness hearing. The Court finds that the Settlement Agreement contains no obvious deficiencies and that the Parties entered into the Settlement in good faith, following arm's length negotiations between their respective counsel overseen by a neutral mediator. The Court adopts the definitions set

1 forth in the Settlement Agreement and all defined words or phrases used in this Order
2 shall have the same meaning as in the Settlement Agreement.

3 2. This Court has jurisdiction over the subject matter of the Action and over
4 all settling parties.

5 3. In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §
6 1715, the Court orders that the Settlement Administrator, using information reasonably
7 provided by Defendant, shall serve written notice of the proposed class Settlement on
8 the United States Attorney General and the Attorneys General of each state in which
9 any Settlement class member resides. Defendant shall cooperate with the Settlement
10 Administrator in effectuating such notice and may rely on the Settlement
11 Administrator's proof of service in certifying compliance to the Court.

12 4. The Court certifies the following class for settlement purposes only
13 pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure:

14 *All persons throughout the United States (1) to whose telephone number*
15 *Defendant sent two or more telemarketing text messages, in a 12-month period, (2)*
16 *using the Klaviyo platform, (3) after Defendant or the Klaviyo platform received an*
17 *inbound stop message, as defined below, from the telephone number texted, (4) from*
18 *four (4) years prior to the filing of the Complaint to the date on which the Court*
19 *grants preliminary approval of the class action settlement. Inbound stop messages*
20 *includes the following: "STOP", "UNSUBSCRIBE", "NOOFFERS", "NO*
21 *OFFERS", "OPT OUT", "END", and "QUIT".*

22 Excluded from the Settlement Class is Defendant and its subsidiaries and
23 affiliates, employees, officers, directors, agents and representatives and its family
24 members; Class Counsel; all judicial officers who have presided over the Action; and
25 all persons who timely elect to become Opt-Outs from the Settlement Class in
26 accordance with this Order.

27 5. The Court finds that, for the purpose of settlement only, the requirements
28 of Rule 23 of the Federal Rules of Civil Procedure are met by the class. Joinder of all

1 class members in a single proceeding would be impracticable, if not impossible, because
2 of their numbers and dispersion. Common issues exist among class members and
3 predominate over questions affecting individual class members. Plaintiff's claims are
4 typical of those of the Settlement Class. Plaintiff and her counsel will fairly and
5 adequately protect the interests of the Settlement Class. Plaintiff has no interest
6 antagonistic to those of the Settlement Class and has retained counsel experienced and
7 competent to prosecute this matter on behalf of the class. Finally, a class settlement is
8 superior to other available methods for a fair resolution of the controversy.

9 6. For purposes of settlement, the Court appoints Named Plaintiff Zoe Grippo
10 to serve as class representative. Further, pursuant to Rule 23(g)(1) of the Federal Rules
11 of Civil Procedure, the Court appoints Todd M. Friedman and Adrian R. Bacon of The
12 Law Office of Todd M. Friedman, P.C. and Max S. Morgan of The Weitz Firm LLC to
13 serve as Class Counsel.

14 7. Pursuant to Rule 23(c)(2)(B) and Rule 23(e) of the Federal Rules of Civil
15 Procedure, the Court orders that the Settlement Class be given notice of the pendency
16 of this action and the Parties' proposed settlement. The Court finds that the Class Notice
17 dissemination procedure set forth in Section 9 of the Settlement Agreement (i) is the
18 best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise
19 Settlement Class Members of the pendency of the Action and of their right to object or
20 to exclude themselves from the proposed settlement; (iii) is reasonable and constitutes
21 due, adequate and sufficient notice to all persons entitled to receive notice; and (iv)
22 meets all applicable requirements as set forth by law. Thus, the Court adopts and
23 incorporates the Class Notice dissemination procedures set forth in Section 9 of the
24 Settlement Agreement into this Order.

25 8. The Court approves the Class Notice and Long Form Class Notice which
26 are attached as Exhibits to the Settlement Agreement. The Court also approves the
27 creation of a Settlement Website by the Settlement Administrator.

28 9. The Court appoints Simpluris, Inc. as Settlement Administrator to

1 disseminate notice to the Settlement Class and administer the settlement. The Court
2 orders Simpluris, Inc. to: (i) create the Settlement Website; (ii) complete dissemination
3 of the Class Notice to the Settlement Class by no later than thirty (30) days after entry
4 of the Order Preliminarily Approving the Settlement; (iii) file proof of the dissemination
5 of the Class Notice to the Settlement Class at least fourteen (14) days before the Final
6 Approval Hearing; (iv) establish a post office box in Simpluris's name to be used for
7 receiving opt-out requests, objections, notices of intention to appear, and any other
8 communications from Settlement Class Members; (v) promptly furnish Class Counsel,
9 Defense Counsel, and Defendant with copies of any and all opt-out requests, objections,
10 notices of intention to appear, or other communications from Settlement Class Members
11 that come into its possession; and (vi) provide the Opt-Out List to Class Counsel and
12 Defense Counsel no later than seven (7) days after the opt-out period and file a
13 declaration with the Court at least fourteen (14) days before the Final Approval Hearing
14 attesting to the completeness and accuracy thereof.

15 10. The Court orders the Settlement Administrator to provide a list of objectors
16 to Class Counsel and Defense Counsel no later than seven (7) days after the completion
17 of the seventy-five (75) day period in which Settlement Class Members may object to
18 the settlement, and then file a declaration with the Court at least fourteen (14) days
19 before the Final Approval Hearing attesting to the completeness and accuracy thereof
20 and attaching a copy of all objections received.

21 11. The Court sets a Final Approval Hearing on October 23, 2026, to consider
22 the fairness, reasonableness, and adequacy of the proposed settlement and Settlement
23 Agreement and determine whether it should finally be approved by the Court. At that
24 time, the Court will hear any applications for attorneys' fees, expenses, and/or incentive
25 awards.

26 12. The Court sets September 25, 2026, as the deadline for filing the final
27 approval motion and the application for the Attorneys' Fee Award. The Court instructs
28 the Administrator to post the Motion, once filed, on the Settlement Website.

1 13. The Court sets October 2, 2026, as the deadline by which Settlement Class
2 Members must submit any: (i) request for exclusion from the Settlement Class; or (ii)
3 objection to the Settlement Agreement, the proposed settlement, or to the Attorneys'
4 Fee Award. The procedures and requirements for opting out of the Settlement Class or
5 objecting to the Settlement Agreement, the proposed Settlement, or to the Attorneys'
6 Fee Award are set forth below.

7 14. The Court sets October 9, 2026, as the deadline for filing any reply
8 memorandum in further support of final approval of the proposed settlement or the
9 Attorneys' Fee Award application.

10 15. The Court orders that any Settlement Class Member who wishes to exclude
11 him/herself from the Settlement Class may send a written request for exclusion to the
12 Claims Administrator with a postmark date no later than, October 2, 2026. To be
13 effective, the written request for exclusion must state the settlement class member's full
14 name, address, telephone number texted by Defendant demonstrating membership in
15 the settlement class, and a clear and unambiguous statement demonstrating a wish to be
16 excluded from the settlement, such as "I request to be excluded from the settlement in
17 the *Grippo v. Sugared + Bronzed, LLC*" A settlement class member who requests to be
18 excluded from the settlement must sign the request personally, or, if any person signs
19 on the settlement class member's behalf, that person must attach a copy of a valid power
20 of attorney authorizing that person to sign on the settlement class member's behalf. A
21 settlement class member may exclude himself or herself on an individual basis only.
22 "Mass" or "class" opt-outs, whether submitted by third parties on behalf of a "mass" or
23 "class" of settlement class members or multiple settlement class members are not
24 allowed, and will not be permitted by the Court. Any Settlement Class Member who
25 does not submit a timely written request for exclusion from the Settlement Class will
26 be bound by all proceedings, orders, and judgments in the Action, even if such
27 Settlement Class Member has previously initiated or subsequently initiates individual
28 litigation or other proceedings encompassed by the Release.

1 16. The Court orders that any Settlement Class Member who becomes an Opt-
2 Out may rejoin the Settlement Class by providing written notice to the Settlement
3 Administrator no later than fourteen (14) days after the Final Approval Hearing.

4 17. The Court orders that any Settlement Class Member who does not exclude
5 him/herself from the Settlement Class and who wishes to object to the fairness,
6 reasonableness, or adequacy of the Settlement Agreement, the proposed Settlement, or
7 to the Attorneys' Fee Award must serve on the Settlement Administrator no later than
8 October 2, 2020⁶, a statement of the objections signed by the Settlement Class Member.
9 The objection shall be in writing, signed by the Settlement Class Member, and shall
10 contain all of the following information: (i) the objector's full name, address, email, and
11 mobile telephone number; (ii) a written statement of all grounds for the objections
12 accompanied by any legal support for such objections; (iii) copies of any papers, briefs,
13 or other documents upon which the objection is based; (iv) a written statement as to
14 whether the objector intends to appear at the Final Approval Hearing; (v) a declaration
15 setting forth any other objections submitted by the objector, or the objector's counsel,
16 to any class action settlement submitted in any court, whether state, federal or otherwise,
17 in the United States in the previous five (5) years; and (vi) if the objector intends to
18 appear at the Final Approval Hearing through counsel, the objection must also identify
19 the attorney(s) representing the objector who will appear at the Final Approval Hearing.
20 Any Settlement Class Member who does not submit a timely written objection in
21 accordance with the procedures stated herein shall be foreclosed from seeking any
22 adjudication or review of this settlement by appeal or otherwise.

23 18. The Court orders that any Settlement Class Member, who submits a written
24 objection and who intends to make an appearance at the Final Approval Hearing,
25 provide to the Claims Administrator (who shall forward it to Class Counsel and Defense
26 Counsel) and file with the Clerk of the Court a notice of intention to appear at the Final
27 Approval Hearing no later than thirty (30) days before the Final Approval Hearing, as
28 well as a copy of the written objection submitted within seventy-five days after entry of

1 the Order Preliminarily Approving the Settlement.

2 19. The Court orders that any attorney hired by a Settlement Class Member
3 will be at the Settlement Class Member's sole expense for the purpose of objecting to
4 this Settlement Agreement, to the proposed settlement, or to the Attorneys' Fee Award
5 and such attorney shall provide to the Settlement Administrator (who shall forward it to
6 Class Counsel and Defense Counsel) and file with the Clerk of the Court the written
7 objection by the deadline specified in paragraph 15 above as well as file a notice of
8 intention to appear at the Final Approval Hearing no later than thirty (30) days before
9 the Final Approval Hearing.

10 20. The Court orders that (i) the submission of an objection allows Class
11 Counsel or Defendant's Counsel to seek reasonable discovery, including the deposition
12 of an objector, that is relevant to the objection and consistent with the Federal Rules of
13 Civil Procedure; (ii) the failure by an objector to make himself or herself available for
14 deposition or to comply with discovery requests may result in the Court striking the
15 objector's objection and denying that person the opportunity to make an objection or to
16 be heard; and (iii) the Court may tax the costs of any such discovery to the objector or
17 the objector's counsel should the Court determine that the objection is frivolous and/or
18 made for an improper purpose.

19 21. The Court preliminarily enjoins all Settlement Class Members unless and
20 until they have timely excluded themselves from the Settlement Class from: (i) filing,
21 commencing, prosecuting, intervening in or participating as a plaintiff, claimant or class
22 member in any other lawsuit or administrative, regulatory, arbitration or other
23 proceeding against Defendant in any jurisdiction based on, relating to or arising out of
24 the claims and causes of action or the facts and circumstances giving rise to the Action
25 and/or the Released Claims; or (ii) filing, commencing or prosecuting a lawsuit or
26 administrative, regulatory, arbitration or other proceeding against Defendant as a class
27 action on behalf of any Settlement Class Members who have not timely excluded
28 themselves (including by seeking to amend a pending complaint to include class

1 allegations or seeking class certification in a pending action), based on, relating to or
2 arising out of the claims and causes of action or the facts and circumstances giving rise
3 to the Action and/or the Released Claims.

4 22. If the Settlement Agreement or this Order are terminated or rendered of no
5 force or effect pursuant to the express terms of the Settlement Agreement, then the
6 Settlement Agreement and this Order shall be of no force and effect and the Parties'
7 rights and defenses will be restored, without prejudice, to their respective positions as
8 if the Settlement Agreement had never been executed and this Order had never been
9 entered.

10 23. Neither this Order, nor the fact that settlement was reached and filed, nor
11 the Settlement Agreement, nor any other related negotiations, statements, or
12 proceedings shall be construed as, offered as, admitted as, received as, used as, or
13 deemed to be an admission or concession of liability or wrongdoing whatsoever or
14 breach of any duty on the part of Defendant, Plaintiff, or the putative Settlement Class
15 members. This Order is not a finding of validity or invalidity of any of the claims
16 asserted or defenses raised in the Action. In no event shall this Order, the fact that a
17 settlement was reached, the Settlement Agreement, or any of its provisions or any
18 negotiations, statements, or proceedings relating in any way be used, offered, admitted,
19 or referred to in the Action, in any other lawsuit, or in any judicial, administrative,
20 regulatory, arbitration, or other proceeding, by any person or entity, except by the
21 Parties and only by the Parties in a proceeding to enforce the Settlement Agreement.

22 24. By entering this Order, the Court does not make any determination as to
23 the merits of the Action.

24 25. This Court retains continuing and exclusive jurisdiction over the action to
25 consider all further matters arising out of or connected with the settlement, including
26 the administration and enforcement of the Settlement Agreement.

1 26. This Court sets the following schedule:

2
3 July 17, 2026: Order Preliminarily Approving the Settlement Entered

4
5 August 17, 2026: Notice to Settlement Class Members Sent

6
7 August 26, 2026: Deadline for Settlement Class Members who intend to appear
8 at the Final Approval Hearing through counsel to file and
9 serve a Notice of Intention to Appear

10
11 September 25, 2026: Attorneys' Fees Petition Filed

12
13 October 2, 2026: Deadline to Submit Claims, Send Exclusion, or File
14 Objection

15
16 October 9, 2026: Reply in Support of Attorneys' Fees Petition

17
18 September 25, 2026: Motion for Final Approval Filed

19
20 October 9, 2026: Reply in Support of Motion for Final Approval Filed

21
22 October 13, 2026: Class Administrator will provide a sworn declaration attesting
23 to proper service of the Class Notice and Claim Forms, and
24 state the number of claims, objections, and opt outs, if any

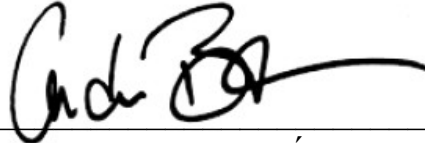
25
26 October 23, 2026: Final Fairness Hearing
27 at 10:00 a.m.

28

November 6, 2026: Defendant to fund Settlement Fund, less costs previously advanced to Settlement Administrator, (within fourteen (14) days after Final Judgment becomes Final as defined in Settlement Agreement)

IT IS SO ORDERED.

Dated: July 17, 2026



HONORABLE ANDRÉ BIROTTE JR.
UNITED STATES DISTRICT JUDGE