SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "**Settlement Agreement**"), is made by and between Plaintiff Zoe Grippo ("**Grippo**"), individually and on behalf of Settlement Class (as further defined herein), and Sugared + Bronzed, LLC ("**S+B**" or "**Defendant**") (collectively, Grippo, the Settlement Class and S+B are the "**Parties**"), subject to Court approval as required by Rule 23 of the Federal Rules of Civil Procedure. As provided herein, Class Counsel and the Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Settlement Agreement and upon entry by the Court of a Final Approval Order and Final Judgment, all claims of the Settlement Class against S+B consistent with the claims asserted in *Zoe Grippo, individually and on behalf of all others similarly situated, v. Sugared + Bronzed, LLC,* Case No. 8:24-cv-01792-AB-DFM, pending before the United States District Court for the Central District of California, shall be settled and compromised upon the terms and conditions set forth herein.

RECITALS

A. There is pending in the United Stated District Court for the Central District of California, a civil action entitled *Zoe Grippo, individually and on behalf of all others similarly situated, v. Sugared + Bronzed, LLC,* Case No. 8:24-cv-01792-AB-DFM (the "**Action**").

B. Grippo commenced the Action on August 14, 2024 against S+B by filing a putative class action complaint (the "**Complaint**") asserting causes of action for: violations of the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227 and violations of the Virginia Telephone Privacy Protection Act, § 59.1-510, *et seq.* ("VTPPA"). Grippo alleges that S+B violated the TCPA and the VTPPA by sending text messages to Grippo's cellular telephone despite the fact that she had placed her phone number on the National Do Not Call Registry and that S+B, after receiving Grippo's request not to receive further text messages, texted Grippo more than once in a twelve month period. S+B denies these allegations.

C. On December 5, 2025, Grippo filed her amended complaint (the "**First Amended Complaint**"). The First Amended Complaint modified the allegations of the Complaint but included the same claims that S+B had violated the TCPA and the VTPPA as those set forth in Recital B above. S+B denies these allegations.

D. The Parties have actively litigated the Action. Among other things, the Parties have briefed a motion to bifurcate discovery and a motion to dismiss the First Amended Complaint; participated in a mediation; exchanged extensive formal discovery, including voluminous documents; obtained witness testimony via deposition and subpoenas; and engaged in extensive third-party discovery.

E. Taking into account the burdens, uncertainty, and risks inherent in this litigation, the Parties have concluded that further prosecution and defense of the Action could be protracted, unduly burdensome, and expensive, and that it is desirable, fair, and beneficial to the Settlement Class that the Action now be fully and finally compromised, settled, and terminated in the manner and upon the terms and conditions set forth in this Settlement Agreement.

F. S+B denies that it committed any wrongful act or violated any law or duty. S+B also denies that Grippo, or the class she seeks to represent, is entitled to any form of damages or relief based on the conduct alleged in the Action. In addition, S+B maintains that it has meritorious defenses to all claims alleged in the Action and it is prepared to defend the Action. This Settlement Agreement, and all related documents, shall not be construed as any admission or concession by S+B, or any of the Released Parties (defined in Section 16 below), of any fault, liability, wrongdoing, or damage whatsoever.

G. Grippo and her counsel believe that the claims asserted in the Action have merit. However, taking into account the risks of continued litigation, the resources available, and the delays and uncertainties inherent in such litigation and any subsequent appeal, Grippo and her counsel believe that it is desirable that the Action be fully and finally compromised, settled and terminated now with prejudice, and forever barred pursuant to the terms and conditions set forth in this Settlement Agreement. Grippo and her counsel have concluded that the terms and conditions of this Settlement Agreement are fair, reasonable and adequate to the proposed class, and that it is in the best interests of the proposed class to settle the Action.

WHEREFORE, in consideration of the promises, covenants, representations, and warranties contained herein, and for good and valuable consideration given hereunder, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereby agree, subject to approval by the Court, as follows:

1. Definitions

In addition to the terms defined at various points within this Settlement Agreement, the following Defined Terms apply throughout this Agreement and the attached exhibits:

1.1 "Action" means *Zoe Grippo, individually and on behalf of all others similarly situated, v. Sugared + Bronzed, LLC,* Case No. 8:24-cv-01792-AB-DFM, pending before the United States District Court for the Central District of California.

1.2 "Approved Claim Form" means a claim form that a Settlement Class Member submits, and that the Claims Administrator approves for payment.

1.3 "CAFA Notice" means the notice required under 28 U.S.C. § 1715.

1.4 "Claim Form" means the form that Settlement Class Members must submit to obtain a monetary recovery in connection with the Settlement.

1.5 "Claims Administrator" means Simpluris, Inc.

1.6 "Class Counsel" means Todd M. Friedman and Adrian R. Bacon of the Law Offices of Todd M. Friedman, P.C. and Max S. Morgan of The Weitz Firm LLC.

1.7 "Class Period" means the period from August 14, 2020 to the date on which the Court grants the Parties' Motion for Preliminary Approval of the Class Action Settlement.

1.8 "Communications" means any and all SMS messages sent by S+B or on behalf of S+B using the Klaviyo platform to the cellular telephones of any Class Members between August 14, 2020 until the date on which the Court grants the Parties' Motion for Preliminary Approval of the Class Action Settlement.

1.9 "Court" means the United States District Court for the Central District of California.

1.10 "Defendant" means Sugared + Bronzed, LLC.

1.11 "Escrow Account" means the account to be established consistent with the terms and conditions described below.

1.12 "Final Approval" means the date that the Court enters an order and judgment granting final approval of the Settlement and determines the amount of fees, costs, and expenses awarded to Class Counsel and the amount of the Service Award to Plaintiff.

1.13 "Final Approval Order" means the order that the Court enters upon finally approving the Settlement. The Parties shall tender the form of Final Approval Order attached hereto as **Exhibit D** for the Court's consideration.

1.14 "Final Hearing Date" means the date set by the Court for the hearing on final approval of the Settlement.

1.15 "Final Judgment" means the entry by the Court of a judgment finally approving the settlement of the Action pursuant to the terms of this Settlement Agreement. That judgment shall have become final either by expiration of time for appeal or, if a Class Member objects to the settlement and files an appeal, by either a dismissal of said appeal or final appellate court decision in favor of, and affirming, the judgment and the Settlement Agreement in all material respects.

1.16 "Klaviyo" means Klaviyo, Inc., a cloud-based marketing platform specializing in SMS marketing that S+B contracted with to send SMS marketing messages to S+B customers.

1.17 "Mail Notice" means the form of notice to be mailed by the Claims Administrator to all Class Members with a known address, which includes a detachable claim form. Mail Notice shall take a form substantially similar to that attached hereto as **Exhibit A**.

1.18 "Notice Deadline" means (30) days from the date the Court grants Plaintiff's Motion for Preliminary Approval.

1.19 "Opt-Out and Objection Deadline" means seventy-five (75) days from the date the Court grants the Motion for Preliminary Approval.

1.20 "Parties" means Plaintiff and Defendant, who are "Parties" to this Settlement Agreement.

1.21 "Plaintiff" means Zoe Grippo.

1.22 "Preliminary Approval" means the date that the Court enters the Preliminary Approval Order.

1.23 "Preliminary Approval Order" means the order that the Court enters upon preliminarily approving the Settlement. The Parties shall tender the form of Preliminary Approval Order attached hereto as **Exhibit C** for the Court's consideration.

1.24 "Q & A Notice" means the notice concerning the Settlement to be posted on the Settlement Website as described in Section 9.2 of this Agreement.

1.25 "Released Claims" means all claims to be released as specified in Section 16 of this Agreement. The "Releases" means all of the releases contained in Section 16 of this Agreement.

1.26 "Released Parties" means those persons and entities released in Section 16 of this Agreement.

1.27 "Releasing Parties" means Plaintiff and all members of the Settlement Class who do not timely and properly opt out of the Settlement, and each of their respective heirs, assigns, beneficiaries, and successors.

1.28 "S+B" means Defendant Sugared + Bronzed, LLC.

1.29 "Settlement" means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement and the attached exhibits.

1.30 "Settlement Class" means the proposed class as defined at Section 2.1 of this Agreement.

1.31 "Settlement Fund" means the fund established under Section 4 of this Agreement.

1.32 "Settlement Website" means the website to be created and operated by the Claims Administrator to facilitate Class Members' access to settlement-related information and necessary settlement-related forms.

1.33 "Service Award" means any Court-ordered payment to Plaintiff beyond any payment due Plaintiff as a Class Member.

1.34 "Valid Exclusion Request" means a timely-submitted opt-out or exclusion request that satisfies the criteria set forth at Section 11 of this Agreement.

2. Settlement Class

2.1 Proposed Class Definition. For settlement purposes, the Parties have agreed to define the class as follows:

> All persons throughout the United States (1) to whose phone number Defendant sent two or more telemarketing text messages, in a twelve (12)-month period, (2) using the Klaviyo platform, (3) after Defendant or the Klaviyo platform received an inbound stop message, as defined below, from the telephone number texted, (4) from four (4) years prior to the filing of the Complaint to March 17, 2026. Inbound stop messages include the following: "STOP", "UNSUBSCRIBE", "NOOFFERS", "NO OFFERS", "OPT OUT", "END", and "QUIT".

2.2 Estimated Class Size. The Parties have entered into this Settlement on the basis of an estimation that the Class consists of approximately 18,389 members ("**Class Members**"). The parties acknowledge and agree that the estimates of class size were determined by Plaintiff's third party analysis of records that S+B obtained from Klaviyo and its other vendor. S+B has made no representations about the estimated class size.

3. Certification of Settlement Class and CAFA Compliance

3.1 The Parties desire and intend to seek Court approval of the Settlement and a final judgment entered as to the claims of Grippo and the Class Members as set forth in this Settlement Agreement. The Parties agree to undertake all steps necessary to effectuate the purpose of the Settlement, to secure the Court's approval of the Settlement, and to oppose any interventions and objections to the Settlement, including objections by any regulatory authority. The proposed Preliminary Approval Order is attached as **Exhibit C** hereto. The proposed Final Approval Order is attached as **Exhibit D** hereto.

3.2 Upon full execution of this Settlement Agreement, Plaintiff will file a Motion for Preliminary Approval of Class Action Settlement ("**Motion for Preliminary Approval**") in accordance with the terms of this Settlement Agreement. S+B does not oppose a motion to certify the Settlement Class and does hereby agree to certification of the Settlement Class for that purpose only. The Motion for Preliminary Approval will seek an order that: (a) preliminarily approves the settlement of the Action; (b) certifies a Class for settlement purposes as defined in Section 2.1 above; (c) approves and appoints Grippo as representative of the Class; (d) approves and appoints Todd M. Friedman and Adrian R. Bacon of the Law Offices of Todd M. Friedman, P.C. and Max S. Morgan of The Weitz Firm LLC as Class Counsel; (e) approves the forms provided for in this Settlement Agreement for giving notice of the Settlement to the Class, as provided in Section 9 of this Agreement (the "**Notice Forms**"); (f) approves the methods provided for in this Agreement for giving notice of the Settlement as provided in Section 9 of this

Agreement; (g) approves the claims process described in Section 10; and (h) sets deadlines for providing notice to the Class and for Class Members to submit requests for exclusion/opt-out, entry of an appearance, or objections to the proposed settlement. The Parties will thereafter seek final approval of the settlement and entry of a "Final Judgment" (as defined in Section 14 below).

3.3 If the Court declines to approve the Settlement, or if the Court changes the Settlement Class composition or the terms of the Settlement in any way not acceptable to one or more of the Parties after reasonable consultation with the other Party, or if certification of the Settlement Class or approval of the Settlement is reversed, or if certification of the Settlement Class or approval of the Settlement is changed upon appeal or review in any way not acceptable to one of more of the Parties, that Party or those Parties shall, after reasonable consultation with the other, have the right to terminate the Settlement. In that event, there will have been no admission of liability and no waiver of any claim or defense of any kind whatsoever, and the parties will be returned to the *status quo ante* as if not Settlement had been negotiated or entered into.

3.4 The Claims Administrator shall effectuate service of the notice required by the Class Action Fairness Act, 28 U.S.C. §1715 ("CAFA Notice"), using information reasonably provided by S+B. Such CAFA Notice shall be served within ten (10) days after the Parties File their Motion for Preliminary Approval of the Class Action Settlement. S+B will provide reasonable assistance to the Claims Administrator to effectuate CAFA notice and shall be responsible for such notice. The Claims Administrator shall provide counsel for S+B and Class Counsel with written confirmation and documentation evidencing compliance with CAFA Notice requirements no later than two days after it is served. S+B shall rely on such documentation in certifying compliance with 28 U.S.C. §1715 to the Court.

4. The Settlement Fund

4.1 In exchange for the mutual promises and covenants in this Agreement, including, without limitation, the Releases as set forth in Section 16 and the entry of judgment as to the Action upon Final Approval, within fourteen (14) days following Final Judgment S+B shall deposit the sum of Seven Hundred Fifty Thousand Dollars ($750,000) into an escrow account administered by the Claims Administrator (the "Settlement Fund"), which amount represents S+B's maximum total payment obligation arising out of or relating to this Settlement. Any notice or settlement administration costs advanced by S+B prior to Final Approval shall be credited dollar-for-dollar against the Settlement Fund upon Final Approval. No funds advanced prior to Final Approval shall be deemed a final transfer to the Settlement Fund or a Qualified Settlement Fund unless and until the Settlement becomes effective and, any unused amounts advanced to the Claims Administrator, shall remain subject to return as provided in Section 14.1.

4.2 The Settlement Fund shall be used to provide the exclusive recovery and relief for the Class, any reasonable attorneys' fees and costs approved and awarded by the Court, any Service Award approved and awarded by the Court, and the costs of claims administration, including class notice. Except as expressly provided in Section 14.1, S+B shall not, under any circumstances, be obligated to pay any other additional amounts, besides those referenced in this paragraph, to the Settlement Fund in connection with this Settlement Agreement.

4.3 The Claims Administrator will place the Settlement Fund in an interest bearing account, which is 100% backed by the FDIC, created by order of the Court, and intended to be a separate taxable entity and qualify as a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 ("Treasury Regulations") promulgated under Section 1.468B of the Internal Revenue Code of 1986, as amended (the "Code"). Defendant will be the "transferor" to the QSF within the meaning of Section 1.468B-1(d)(1) of the Treasury Regulations with respect to the Settlement Fund or any other amount transferred to the QSF pursuant to this Settlement Agreement. The Claims Administrator will be designated as the "administrator" of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations, responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect to the QSF. The Claims Administrator will timely provide any statements, or make any elections or filings necessary or required by applicable law for satisfying the requirements for qualification as a QSF, including any relation-back election within the meaning of Section 1.468B-1(j) of the Treasury Regulations. The parties agree to the tax treatment of the QSF as set forth herein. All risks related to the investment of the Settlement Fund shall be borne by the Settlement Fund. Defendant and each Released Party shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Claims Administrator, or any transactions executed by the Claims Administrator. Defendant and each Released Party will not be liable for the loss of any portion of the Settlement Fund, nor have any liability, obligation, or responsibility for (a) the payment of claims, taxes (including interest and penalties), legal fees, or any other expenses payable from the Settlement Fund; (b) the investment of any Settlement Fund assets; or (c) any act, omission, or determination of the Settlement Administrator. For the avoidance of doubt, any funds advanced by S+B to the Claims Administrator prior to Final Approval are advanced solely for purposes of effectuating notice and settlement administration and shall not constitute a final transfer to the Qualified Settlement Fund unless and until the Settlement becomes effective, and, any unused amounts advanced to the Claims Administrator shall remain subject to return as provided in Section 14.1.

4.4 The amount of the Settlement Fund shall not be reduced as a result of any member(s) of the Settlement Class electing to opt out or be excluded from the Settlement or for any other reason.

4.5 Plaintiff and Defendant agree that the account into which the Settlement Fund is deposited is intended to be and will at all times constitute a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1. The Claims Administrator will timely make elections as necessary or advisable to carry out required duties including, if necessary, the "relation back election" (as defined in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. These elections will be made in compliance with the procedures and requirements contained in applicable Treasury Regulations promulgated under the Code. It is the responsibility of the Claims Administrator to cause the timely and proper preparation and delivery of the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

4.6 For the purpose of Section 468B of the Code and the Treasury Regulations thereunder, the Claims Administrator will be designated as the "administrator" of the Settlement Fund. The Settlement Administrator will cause to be timely and properly filed all informational and other tax returns necessary or advisable with respect to the non-reversionary Settlement Fund (including, without limitation, tax returns described in Treasury Regulation § 1.468B-2(k)). These returns will reflect that all taxes (including any estimated taxes, interest, and/or penalties) on the income earned by the non-reversionary Settlement Fund are to be paid out of the Settlement Fund.

4.7 All taxes arising in connection with income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon Defendants with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a "qualified settlement fund" for federal or state income tax purposes, will be paid by the Claims Administrator from the Settlement Fund. Taxes shall be paid from the Qualified Settlement Fund solely with respect to periods during which the Settlement Fund qualifies as a Qualified Settlement Fund, and no taxes shall be attributable to, or borne by, S+B with respect to any funds returned pursuant to Section 14.1.

4.8 Any person or entity that receives a distribution from the Settlement Fund will be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. These taxes and tax-related expenses will not be paid from the Settlement Fund.

4.9 In no event will Defendant or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of the Settlement Fund to Plaintiff, Settlement Class Members, Class Counsel or any other person or entity. All such taxes and tax-related expenses will be paid out of the Settlement Fund.

4.10 Defendant will timely deliver to the Claims Administrator a "Section 1.468B-3 Statement" (as provided in Treasury Regulation § 1.468B-3(e)) with respect to any transfers made to the Settlement Fund.

4.11 The Claims Administrator will engage in reporting to the Internal Revenue Service and such other state and local taxing authorities as may be required by law. The parties acknowledge that the Claims Administrator will comply with all withholding obligations as required under the applicable provisions of the Internal Revenue Code and such other state and local laws as may be applicable, and the regulations promulgated thereunder. In addition, the Claims Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any Settlement Class Member any funds necessary to pay such amounts including the establishment of adequate reserves for any taxes and tax-related expenses (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(l)(2)). The Parties agree to cooperate with the Claims Administrator, each other, and their attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph.

4.12 Defendant makes no representation to Plaintiff, Settlement Class Members, Class Counsel, or any other person or entity regarding the appropriate tax treatment of the

Settlement Fund, income earned on the Settlement Fund, or any distribution taken from the Settlement Fund.

4.13 The parties agree that this Settlement resolves private civil claims and does not involve any payment to, or at the direction of any governmental or regulatory authority. Nothing in this Settlement Agreement constitutes, or shall be deemed to constitute, a representation or agreement regarding the tax characterization or deductibility of any payments made pursuant to this Settlement Agreement under 26 U.S.C. §162(f) or any other provision of federal, state, or local tax law.

4.14 The Parties expressly instruct the Claims Administrator that any funds advanced by S+B prior to Final Approval are held conditionally and solely for purposes of effectuating notice and settlement administration. In the event the Settlement does not receive Final Approval or does not otherwise become effective, the Claims Administrator is authorized and directed to return any unused funds in accordance with Section 14.1 without further order of the Court.

5. Recovery for the Class

5.1 Each Settlement Class Member who submits an Approved Claim Form, which provides his or her name, address, and telephone number, either online no later than seventy-five (75) days after the Preliminary Approval Date, or by U.S. Mail with a postmark of no later than seventy-five (75) days after the Preliminary Approval Date, will be entitled to a *pro rata* share of the non-reversionary Settlement Fund after deducting:

A. Costs and expenses of administrating the Settlement, including notice to potential Settlement Class Members;

B. Class Counsel's attorneys' fees, subject to the Court's approval, for which Class Counsel will petition the Court;

C. Class Counsel's litigation costs and expenses, subject to the Court's approval, for which Class Counsel will petition the Court; and

D. Plaintiff's incentive award, subject to the Court's approval, for which Class Counsel will petition the Court.

5.2 A Settlement Class Member may submit only one claim, regardless of how many text messages that Settlement Class Member received.

5.3 Each settlement check issued to a Settlement Class Member will be valid for one hundred-twenty (120) days after it is issued.

6. Attorneys' Fees and Costs for Class Counsel

Class Counsel shall move the Court for an award of attorneys' fees and costs incurred in connection with the Action to be paid to Class Counsel from the Settlement Fund. Any attorneys' fees and costs approved by the Court shall be paid to Class Counsel from the Settlement Fund. Class Counsel agree to request no more than 1/3 of the Settlement Fund ($250,000.00) as attorneys' fees, plus actual documented litigation costs, anticipated not to exceed $40,000. This

Settlement Agreement is not conditioned on the Court's approval of any attorneys' fees and costs sought by Class Counsel. No interest will accrue on any attorneys' fees or costs awarded by the Court to Class Counsel. Class Counsel shall file their motion for attorneys' fees and costs within 60 days from the date the Court grants Preliminary Approval, and will instruct the claims administrator to post the motion on the Settlement Website.

7. Service Award for Named Plaintiff

Class Counsel shall move the Court for a Service Award for Grippo for her service as class representative in this Action, in an amount not to exceed $10,000, to be paid from the Settlement Fund. Court approval of any Service Award will not be a condition of the Settlement.

8. Third-Party Claims Administrator

8.1 The costs and expenses related to claims administration shall be paid from the Settlement Fund. The Claims Administrator's activities, scope of work, and fees shall be governed by this Agreement, the Court's orders, and any Court-approved claims administration budget. Class Counsel and S+B's counsel shall have the right to monitor and receive information concerning claims administration, but neither Class Counsel nor S+B's counsel shall have unilateral authority to expand the scope of claims administration or authorize additional costs absent Court approval or mutual written agreement of the Parties. The Parties will use good faith efforts to minimize the costs of claims administration.

8.2 Claims administration shall be conducted by a third-party administrator, Simpluris, Inc. (the "**Claims Administrator**"), which is located at 3194-C Airport Loop Drive, Costa Mesa, CA 92626. The Claims Administrator's telephone number is (800) 779-2104.

8.3 Subject to the Court's orders and the terms of this Agreement, the Claims Administrator shall be responsible only for the following tasks: (a) providing notice to Class Members as expressly set forth in Section 9 below; (b) processing Claim Forms and distributing settlement payments as provided in Section 15 below; (c) creating and maintaining the Settlement Website as set forth in Section 9.2 below; (d) maintaining a toll-free telephone number as set forth in Section 9.3 below; (e) performing tax and reporting functions expressly set forth in Section 4; and (f) acting as a liaison between Class Members and the Parties regarding the settlement. In addition, the Claims Administrator will be responsible for providing the CAFA Notice referenced in Section 3.4. The Claims Administrator shall be permitted to communicate freely with Class Counsel and S+B's counsel.

8.4 Total claims administration costs shall not exceed $51,000.00, and shall be incurred only in accordance with Court-approved activities and budgets. In the event the Settlement does not become effective, the treatment of any claims administration costs that remain unused shall be governed exclusively by Section 14.1.

8.5 The authority of the Claims Administrator shall terminate upon completion of settlement administration, except as required to effectuate tax reporting or return of funds as provided herein.

9. Notice of Settlement

9.1 Mail Notice.

9.1.1 In the event of Preliminary Approval, S+B shall create a list of Class Members, including the telephone number and last known address for each Class Member to the extent available from its existing business records. As soon as practicable, but in no event more than ten (10) days after Preliminary Approval, S+B shall deliver the list of Class Members to the Claims Administrator. The Claims Administrator will treat the information regarding the Class Members in a confidential manner pursuant to the protective order entered in the Action.

9.1.2 The Claims Administrator will provide individual notice by sending the Mail Notice to all Class Members with known addresses via First Class U.S. Mail. Prior to mailing the Mail Notice, the Claims Administrator will update the address information provided by S+B through the National Change of Address ("**NCOA**") database maintained by the U.S. Postal Service. Any Mail Notice returned to the Claims Administrator with a new forwarding address will be re-mailed to the Class Member at the new forwarding address.

9.1.3 The Claims Administrator will perform a reverse telephone number lookup for the Class Members for whom Defendant does not have address information. The address information obtained through a reverse phone number lookup will be used to facilitate Mail Notice to the Class Members.

9.1.4 The Claims Administrator will mail the Class Members the Mail Notice as soon as reasonably practicable but no later than thirty (30) days from the date the Court grants the Motion for Preliminary Approval (the "**Notice Deadline**"). The Claims Administrator will file a declaration with the Court, as part of the final approval papers, stating that these procedures were followed.

9.1.5 The Mail Notice to the Class will consist of a postcard with detachable claim form that contains a summary description of the Settlement Agreement, identifies the Claims Administrator, and directs recipients to the Settlement Website from which additional information about the Settlement can be obtained.

9.2 Settlement Website Notice.

9.2.1 The Claims Administrator shall create the Settlement Website for this Action, where settlement information and claim submission will be made available. The Settlement Website will: (a) inform Class Members of the basis of the claims raised in the Action and the payment under this settlement; (b) advise Class Members about how to submit opt out/exclusion notices from the settlement and notify them of the Opt-Out and Objection Deadline; (c) instruct that Class Members should direct questions about the Action or proposed settlement to Class Counsel; and (d) inform Class Members to their right to appear in the Action through their own attorney. This notice will be in a question-and-answer format and will contain a full copy of the release (the "**Q & A Notice**") and will be substantially in the form of **Exhibit B** attached hereto.

9.2.2 In addition, the Settlement Website will provide access to copies of the Mail Notice, Q & A Notice, the Settlement Agreement, the Preliminary Approval Order, Grippo's fee brief, and any other materials the Parties agree to include. These documents shall be available on the Settlement Website no later than the Notice Deadline and remain so at least until Final Approval. The Claims Administrator shall secure a URL for the Settlement Website selected by Class Counsel and approved by S+B. The content and format of the website will be agreed upon by the Parties. The Settlement Website shall be maintained until the later of (a) one hundred and eighty (180) days following the Notice Deadline or such longer period as the Court may require, or (b) completion of settlement administration. The Settlement Website shall be fully operational on the day the Mail Notice is sent to Class Members. Upon completion of settlement administration, the Claims Administrator shall deactivate the Settlement Website and retire the associated URL. Neither Class Counsel, Plaintiff, nor any other person or entity acting on their behalf shall acquire, assume ownership of, control, or use the Settlement Website or URL following such deactivation.

9.3 Settlement Call Center.

The Claims Administrator shall designate a toll-free number for receiving calls related to the settlement ("**Settlement Call Center**"). Anyone may call the Settlement Call Center from anywhere in the United States to ask questions of the Claims Administrator about the settlement. The Parties shall jointly resolve any dispute that may arise regarding the operation of the Settlement Call Center. The Mail Notice and Website Notice shall include the toll-free number for the Settlement Call Center. The Settlement Call Center shall be maintained from the date Mail Notice is provided through at least the next ninety (90) days. Once this time period has expired, for a period of at least thirty (30) days, either a live person or a recording will advise any caller to the Settlement Call Center that the details regarding the settlement may be reviewed on the Settlement Website.

10. Claims Process

10.1 Potential Claimants

As set forth in Section 5, each Settlement Class Member who submits an Approved Claim Form, which provides his or her name, address, and telephone number, either online no later than seventy- five days after the Preliminary Approval Date, or by U.S. Mail with a postmark of no later than seventy-five days after the Preliminary Approval Date, will be entitled to a pro rata share of the non-reversionary Settlement Fund. Each Class Member shall be entitled to make only one claim per cell phone number texted by S+B regardless of the number of Communications received during the class period.

11. Right to Opt Out of Settlement

11.1 Class Members have the right to opt out and exclude themselves from the settlement by mailing a Valid Exclusion Request to the Claims Administrator. The Valid Exclusion Request must be postmarked on or before the Opt-Out and Objection Deadline specified on the Notice Forms, which is seventy-five (75) days from the date the Court grants the Motion for Preliminary Approval. The Claims Administrator will provide copies of such exclusion requests to Class Counsel and counsel for S+B promptly upon receipt.

11.2 The Valid Exclusion Request shall also: (1) be in writing; (2) include the name and number of this case, as well as the Class Member's name, address, and telephone number texted by S+B, (3) a statement that he or she wishes to be excluded from the Settlement; and (4) be signed by the Class Member.

11.3 Except for those Class Members who have properly and timely mailed a Valid Exclusion Request, all Class Members will be bound by this Settlement Agreement and the Final Judgment to be entered following the hearing for final approval of the Settlement Agreement.

11.4 Any Settlement Class Member who submits a Valid Exclusion Request may pursue his or her own individual claims, if any. Settlement Class Members may exclude themselves on an individual basis only. "Mass" or "class" exclusions submitted by third parties on behalf of a "mass" or "class" of Settlement Class Members are not allowed and will not be considered valid.

12. Right to Object to Settlement

12.1 Any Class Member who intends to object to this Settlement Agreement must mail his or her objection(s) (the "**Objection**") in writing to the Court at:

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

and must mail a copy of the Objection to Class Counsel and S+B's counsel at the following addresses:

Class Counsel
Todd M. Friedman, Esq.
Adrian R. Bacon, Esq.
Law Offices of Todd M. Friedman, P.C.
23586 Calabasas Road, Suite 105
Calabasas, CA 91302

and

Sugared + Bronzed, LLC's Counsel
Harold M. Walter, Esq.
Offit Kurman, P.A.
1954 Greenspring Drive, Suite 605
Timonium, MD 21093

To be considered timely, an Objection must be postmarked on or before the Opt-Out and Objection Deadline specified on the Settlement Website, which is seventy-five (75) days from the date the Court grants the Motion for Preliminary Approval.

12.2 Any Objection must set forth the name and case number of this matter; the objecting Class Member's name, address, telephone number; all arguments, citations and evidence supporting the Objection; and a statement concerning whether the objecting Class Member intends to appear at the hearing for final approval of the class action settlement, and whether the objecting Class Member intends to appear at the hearing with or without counsel. Additionally, the Objection shall include the name and case number for all other cases in which the Class Member has submitted an objection to a proposed class action settlement and whether any such objection to a proposed class action settlement was submitted on the Class Member's own behalf or on behalf of a represented third party. The Claims Administrator will provide to Class Counsel and S+B's Counsel all copies of any objections mailed or otherwise transmitted to the Claims Administrator.

12.3 Any Class Member who fails to submit a timely Objection pursuant to this Section and as detailed on the Settlement Website shall have waived any right to object to the Settlement Agreement and shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing and shall be foreclosed from seeking any review of this Settlement Agreement by appeal or other means.

12.4 Class Counsel and S+B's Counsel will have the right, but not the obligation, to respond to any objection no later than seven (7) days prior to the fairness hearing. The party responding must file a copy of the response with the Court, and must serve a copy, by email or overnight delivery if reasonably possible, to the objector (or counsel for the objector). In addition, the parties may seek reasonable discovery from an objector, including, if appropriate, a deposition.

13. Right to Enter an Appearance

On or before the date specified on the Settlement Website, which is one hundred and thirty (130) days after the date the Court grants the Motion for Preliminary Approval, a Class Member may enter an appearance through an attorney if he or she so desires. The Class Member is solely responsible for any fees, costs or expenses of his or her attorney.

14. Final Judgment

14.1 S+B shall not be obligated to pay any sum pursuant to this Settlement Agreement, other than the advanced cost of notice to the Claims Administrator, unless or until Final Judgment is entered and the Settlement becomes effective. In the event that Final Approval of this Settlement is not granted or the Settlement does not otherwise become effective for any reason, the Claims Administrator shall return to S+B, within thirty (30) days, all notice and settlement administrative costs advanced by S+B, except for those notice or administrative costs that were expressly approved by the Court and actually and reasonably incurred prior to such denial or failure. No notice or settlement administrative costs incurred, paid, accrued, or committed by the Claims Administrator without express Court approval shall be retained by the Claims Administrator or borne by S+B, and any such amounts shall be returned to S+B regardless of whether such costs were incurred, invoiced, or paid. The Parties expressly instruct the Claims

Administrator that, in the event the Settlement does not become effective, it is authorized and directed to return all non-court approved notice and administrative funds to S+B without further Court order. Any appeal regarding the attorneys' fees or costs or Service Award to Grippo shall not affect other payments that are not the subject of such an appeal.

14.2 By entering Final Judgment, the Court shall:

14.2.1 Approve the Settlement Agreement and the proposed settlement as fair, reasonable and adequate as to, and in the best interests of, the Class Members; direct the Parties and their counsel to implement and consummate the Settlement Agreement, to the extent the Parties have not done so already, according to its terms and provisions; and declare the Settlement Agreement to be binding on, and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Grippo and all other Class Members, as well as their heirs, executors and administrators, successors and assigns;

14.2.2 Certify the Class pursuant to Federal Rule of Civil Procedure 23 for settlement purposes;

14.2.3 Find that the Notice Forms and the Notice Program implemented pursuant to the Settlement Agreement: (a) constitute the best practicable notice, (b) constitute notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to accept, object to or exclude themselves from the proposed settlement and to appear at the fairness hearing, (c) constitute reasonable, due, adequate and sufficient notice to all persons entitled to receive notice, and (d) meet all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution and any Rules of the Court;

14.2.4 Find that Class Counsel and Grippo adequately represented the Class for purposes of entering into and implementing the settlement;

14.2.5 Incorporate the Release set forth in Section 16 below, make the Release effective as of the date of the Final Judgment, and forever discharge the Released Parties from any claims or liabilities arising from or related to the facts, circumstances, or subject matter of this Action;

14.2.6 Bar and enjoin Grippo and all Class Members who have not been excluded from the Class from: (a) filing, commencing, prosecuting, intervening in, promoting, or participating (as class members or otherwise) in, any lawsuit in any jurisdiction based on or arising out of the claims and causes of action, or the facts and circumstances relating thereto, in this Action; and (b) organizing Class Members who have not been excluded from the Class into a separate class for purposes of pursuing as a purported class action any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Action.

15. Payments Upon Final Judgment

15.1 Within thirty (30) days after the Settlement Fund has been deposited into the Escrow Account following Final Judgment, the Claims Administrator shall pay to Class Counsel, from the Settlement Fund, any reasonable attorneys' fees and costs awarded by the Court. No interest shall accrue on any attorneys' fees or costs awarded by the Court to Class Counsel. Class Counsel may request that attorneys' fees and costs be paid into a qualified settlement fund, pursuant to United States Treasury Reg. § 1.468B.

15.2 Within thirty (30) days after the Settlement Fund has been deposited into the Escrow Account following Final Judgment, the Claims Administrator shall pay the Service Award approved by the Court to Grippo from the Settlement Fund.

15.3 Within thirty (30) days after the Settlement Fund has been deposited into the Escrow Account following Final Judgment, and after all attorneys' fees and costs awarded to Class Counsel and all costs of claims administration have been paid from the Settlement Fund, the Claims Administrator shall mail a settlement check or issue an electronic payment (if requested) to each Class Member who submitted an Approved Claim Form. Each settlement check shall state on its face that the check will expire and become void if not cashed within one hundred and twenty (120) days of the date of the check.

15.4 The settlement checks shall be sent via U.S. Mail to the addresses ascertained by the claim administrator. In the event a settlement check is returned to the Class Administrator as undeliverable, the Class Administrator shall attempt to identify a new Valid Address pursuant to the process described at Section 9.1.2 above or other reasonable means and shall re-send the settlement check if a valid address can be identified.

15.5 If any money remains in the non-reversionary Settlement Fund after the date that all initial settlement checks are voided due to non-deposit (i.e. checks that Settlement Class Members do not cash), and if the amount that remains is sufficient to issue second checks of at least $5.00 to each Settlement Class Member who cashed an initial settlement check after accounting for the associated expenses of such a distribution, the Claims Administrator will mail a second settlement check, calculated on a pro rata basis considering the remaining amount of the non-reversionary Settlement Fund, to each Settlement Class Member who cashed an initial settlement check.

15.6 If any money remains in the Settlement Fund after the date that all settlement checks (i.e., initial settlement checks, and if applicable, second settlement checks) are voided due to non-deposit (i.e. checks that Settlement Class Members do not cash) and after completion of settlement administration and a determination by the Claims Administrator that no further distributions to Settlement Class Members are economically feasible, any remaining funds shall be distributed as a cy pres award to Electronic Privacy Information Center ("EPIC").

16. Release Upon Final Judgment

16.1 Grippo and each Class Member (other than those persons who have timely and properly filed a Valid Exclusion Request), on behalf of themselves and their agents, administrators, servants, employees, representatives, assigns, heirs, executors, trustees, joint venturers, partners, successors, predecessors and attorneys, and each of them (collectively the "**Releasing Persons**"), hereby jointly and severally release and discharge S+B and all of its former, present and future direct and indirect parents, affiliates, subsidiaries, successors and predecessors and all of their respective former, present and future officers, directors, shareholders, members, employees, servants, agents, attorneys, representatives, independent contractors, insurers, reinsurers, and vendors, including but not limited to Klaviyo (collectively the "**Released Parties**") from any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, and demands, of whatever character, known or unknown, to the date hereof, arising out of, relating to, or in connection with the Communications or the administration of this settlement. Notwithstanding the foregoing, nothing in this Settlement Agreement shall be construed to release or waive the Parties' rights to enforce the terms of this Settlement Agreement in accordance with its express provisions or the Court's retained jurisdiction, and no claim relating solely to an alleged breach of this Settlement Agreement shall be deemed a Released Claim.

16.2 Grippo acknowledges that she may hereafter discover facts different from, or in addition to, those which she now claims or believes to be true with respect to the claims released herein, and agrees that this Settlement Agreement shall remain effective in all respects notwithstanding the discovery of such different, additional or unknown facts. Grippo hereby expressly waives the protections of California Civil Code Section 1542, which section reads as follows:

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

Grippo further expressly waives any rights she may have under any similar provision, law, or statute of any other state or territory of the United States.

The California Civil Code Section 1542 release herein shall be expressly limited to claims relating to conduct alleged in the First Amended Complaint—*i.e.*, those legal claims arising from the transmission of Communications by or on behalf of S+B.

16.3 In entering into this Settlement Agreement, each Party acknowledges that it has relied upon its own investigation, evaluation, and judgment in entering into this Settlement Agreement and that it assumes the risk of any mutual or unilateral mistake of fact or law, or any later discovered facts that differ from those believed at the time of execution, other than any mistake or misrepresentation resulting from fraud or intentional concealment by another Party. The Parties agree that no such mistake or later discovered fact shall, by itself, be grounds for rescission, modification, or avoidance of this Settlement Agreement. Nothing in this Section 16.3 shall be construed to waive or limit any Party's rights or remedies with respect to claims of fraud in the inducement or intentional misrepresentation. For the avoidance of doubt, no Party shall be deemed to have assumed the risk of intentional misrepresentation or concealment by any third party whose data or records were relied upon solely for settlement evaluation purposes.

16.4 Subject to the terms of this Settlement Agreement, Plaintiff and all Settlement Class Members covenant and agree not to commence, prosecute, encourage, assist, or participate in any action based on or arising from the Released Claims. Nothing in this section shall be construed to restrict Class Counsel or any attorney from representing any person in connection with claims or conduct unrelated to the Released Claims or based on post-Settlement conduct by S+B.

17. Effect of Court's Denial of Preliminary or Final Approval of Settlement

There is no settlement if the Court does not preliminarily approve the settlement and finally approve the settlement in substantially the same form as set forth herein, or if the settlement or the judgment approving the settlement is appealed and not approved on appeal in substantially the same form as set forth herein. In such event, (a) this Settlement Agreement is terminated and is of no force and effect and no party shall be bound by any of its terms; (b) to the extent applicable, any preliminary order approving the settlement, certifying the Class, approving the Notice Forms or Notice Program, and providing notice to the Class shall be vacated; (c) the Settlement Agreement and all of its provisions and all negotiations, statements, and proceedings relating to the Settlement Agreement shall be without prejudice to the rights of any of the Parties; (d) each of the Parties shall be restored to their respective positions as of the date this Settlement Agreement was fully executed; and (e) neither the settlement nor any of its provisions or the fact that this Settlement Agreement has been made shall be admissible in this Action or in any other action for any purpose whatsoever.

18. Representations and Warranties

Each of the Parties to this Settlement Agreement acknowledges, represents, warrants and/or agrees as follows:

18.1 Assignment of Claims.

She/It has not hereto assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, and cause(s) of action disposed of by this Settlement Agreement.

18.2 Legal Advice.

She/It has had the opportunity to consult with independent legal counsel with respect to the advisability of making the settlement provided for herein and of executing this Settlement Agreement and all other matters contained herein, including the waiver of rights under California Civil Code Section 1542 or any other similar statute of any other state.

18.3 Investigation.

She/It has been represented in the negotiations for, and in preparation of, this Settlement Agreement by counsel of her/its choice; she/it has read this Settlement Agreement and has had it fully explained to them by such counsel to the extent necessary; and that she/it is fully aware of the contents of this Settlement Agreement and of the legal effect of each and every provision thereof. She/It has made such investigation of the facts pertaining to this Settlement Agreement and of all of the matters pertaining thereto as she/it deems necessary.

18.4 Authority and Capacity to Execute Settlement Agreement.

The person executing this Settlement Agreement on her/its behalf has full authority and capacity to execute this Settlement Agreement and to give the releases and other promises contained herein.

19. No Admission of Liability

19.1 Denial of Liability.

This Settlement Agreement affects the settlement of claims that are denied and contested, and nothing contained herein shall be construed as an admission by S+B of any liability of any kind. S+B denies any liability in connection with any such claims and intends merely to avoid further litigation of the Action. Neither this Settlement Agreement, nor any order approving it, shall be offered or received as evidence, or deemed to constitute any admission, presumption, or inference of liability, fault, wrongdoing, or unlawful conduct by S+B in this Action or in any other proceeding, nor shall it have any collateral estoppel or issue preclusion effect in any other matter.

19.2 No Injunctive Relief.

This Settlement Agreement does not impose, and shall not be construed to impose, any injunctive relief upon S+B.

20. Return of Confidential Documents

Within thirty-five (35) days after the later of (a) the expiration of all time to appeal the Final Judgment, (b) the resolution of any appeal or review of the Final Judgment, and (c) the final completion of all settlement administration and enforcement proceedings, the original and all copies of all confidential or highly confidential documents and/or information subject to the Protective Order entered in this Action shall be returned to the designating party or destroyed with a certification that no copies have been retained or that all copies have been destroyed by the receiving party. Nothing in this Section shall require the destruction or return of materials that a party or its counsel is required retain by law, regulation, ethical obligations, or a continuing court order, or that are reasonably necessary to comply with the Court's retained jurisdiction.

21. No Publicity Beyond Notice Procedure

Neither Class Counsel nor Grippo will issue press releases or make other public statements regarding the settlement unless S+B agrees to such press releases or public statements in advance. However, Class Counsel may post Court orders regarding the Action and brief summaries of those orders on their website/s without permission from S+B, so long as any reference in such order(s) to materials subject to the Protective Order in the Action is properly redacted. Neither Class Counsel nor Grippo will make a statement of any kind to any third party regarding the settlement prior to applying for preliminary approval, with the exception of communications with the Claims Administrator. The Parties may make public statements to the Court as necessary to obtain preliminary or final approval of the settlement. This provision shall not prohibit Class Counsel from communicating with any Class Member regarding the Action or the settlement; provided, however, that Class Counsel must comply with all confidentiality agreements and any Protective Order in the Action in communicating with Class Members and will not disclose information that is not a part of the public record.

22. Choice of Law and Jurisdiction

This Settlement Agreement is being executed in the State of California, and it shall be deemed to be made under, and shall be interpreted in accordance with, the internal laws of the State of California.

23. Construction of Agreement

Each Party has participated in the drafting and preparation of this Settlement Agreement. Hence, in construing this Settlement Agreement, none of the Parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any term or provision herein, construed against such Party solely by reason of such Party having drafted the same, as a result of the manner of the preparation of this Settlement Agreement, or otherwise. Each term and provision of this Settlement Agreement shall be construed and interpreted so as to render it enforceable. In the event any provision of this Settlement Agreement is held to be illegal or unenforceable, the remainder of this Settlement Agreement shall be binding and enforceable.

24. Headings or Pronouns

Headings or captions contained in this Settlement Agreement are solely for the convenience of the Parties, are not a part of this Settlement Agreement, and shall not be used for the interpretation of, or determination of the validity of, this Settlement Agreement or any provision hereof. Whenever the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall be deemed to refer to and include the plural, and vice versa.

25. Entire Agreement

This Settlement Agreement contains the entire agreement and understanding between the Parties concerning the subject matter hereof, and any and all prior oral or written agreements or understandings between the Parties related hereto are superseded. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Settlement Agreement, have been made by any party hereto. Notwithstanding any other provision of this Settlement Agreement, S+B's total monetary obligation arising out of or relating to this Settlement, including settlement payments, notice costs, claims administration costs, attorneys' fees, litigation costs, and service awards, taxes, interest, or any other amount of any kind, shall not exceed Seven Hundred Fifty Thousand Dollars ($750,000) in the aggregate. This Settlement Agreement is entered into solely for the benefit of the Parties and the Settlement Class. Nothing in this Settlement Agreement shall be construed to create any rights, causes of action, or benefits in favor of any governmental entity, regulator, or other third party, nor shall this Settlement be used as evidence of notice, knowledge, or violation in any other proceeding.

26. Waiver, Modification and Amendment

No provision of this Settlement Agreement may be waived unless in writing signed by all Parties hereto. Waiver of any one provision shall not be deemed to be a waiver of any other provision hereof. This Settlement Agreement may not be altered, amended or otherwise changed or modified, except in writing signed by all Parties.

27. Successors and Assigns

This Settlement Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors, assigns, heirs, agents, employees, attorneys, representatives, officers, parents, affiliates, and subsidiaries.

28. Execution in Counterparts

This Settlement Agreement may be executed in counterparts and all of said counterparts shall collectively constitute one agreement binding on all Parties.

29. Further Cooperation

The Parties hereto agree to execute all such further and additional documents and instruments, as shall be necessary or expedient to carry out the provisions of this Settlement Agreement, and shall promptly and in good faith undertake all reasonable acts to effectuate the provisions of this Settlement Agreement. The obligations under this Section shall terminate upon completion of settlement administration and Final Judgment, except as necessary to enforce the Settlement as approved. Upon Final Judgment, the Releases, the provisions governing confidentiality, taxation, enforcement, and the Court's retained jurisdiction shall survive. All other obligations of the Parties under this Settlement Agreement shall terminate upon completion of settlement administration, unless expressly stated otherwise herein.

30. Notices

All letters, notices, requests, demands and other communication required or permitted to be given to the parties pursuant to this Settlement Agreement, excluding communications directed to Class members, shall be in writing and addressed as follows:

For Named Plaintiff and the Class:	Todd M. Friedman, Esq. Law Offices of Todd M. Friedman, P.C. 23586 Calabasas Road, Suite 105 Calabasas, CA 91302
For S+B:	Harold M. Walter, Esq. Offit Kurman, P.A. 1954 Greenspring Drive, Suite 605 Timonium, MD 21093

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed as of the dates set forth below.

DATED: 5/8/2026 | 4:51 PM EDT

Signed by:
Zoe Grippo
52CE3E308003405...
ZOE GRIPPO, as an Individual
and as Class Representative

DATED: 5/8/2026

SUGARED + BRONZED, LLC

By Brittany Shugart
Name: Brittany Shugart
Title: VP, Legal

APPROVED AS TO FORM AND CONTENT

DATED: 5/7/2026 | 12:22 PM EDT

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

By DocuSigned by: Todd M. Friedman
D66EB170A80A452...
Todd M. Friedman, Attorneys for Plaintiff
Zoe Grippo

DATED: 5/7/2026 | 12:13 PM EDT

THE WEITZ FIRM, LLC

By DocuSigned by: Max S. Morgan
AAC7ECEA3DBF4F5...
Max S. Morgan, Attorney for Plaintiff
Zoe Grippo

DATED: 5/15/2026

OFFIT KURMAN, P.A.

By Harold M Walter
Harold M. Walter, Attorneys for Defendant
Sugared + Bronzed, LLC

4927-8827-6137, v. 1

EXHIBIT A

Carefully separate at perforation

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Grippo v. Sugared + Bronzed, LLC, Case No. 8:24-cv-01792-AB-DFM (C.D. Cal.)

SETTLEMENT CLAIM FORM

[admin] ID: «[Admin] ID»
«First Name» «Last Name»
«Address1»
«City», «State» «Zip»
[Claim] ID: Claim ID

Name/Address Changes:
____
____

____

Sugared + Bronzed, LLC sent me two or more telemarketing text messages, in a 12-month period after I sent an inbound stop message (i.e., STOP, UNSUBSCRIBE, NOOFFERS, NO OFFERS, OPT OUT, END, and/or QUIT) from the telephone number texted. I wish to participate in this settlement.

Signature: ________________________________

Name (please print): ________________________

Date of signature: ___________________________

Telephone number at which I received the call(s):
____

Email address: ___________________________

To receive a payment you must enter all requested information above, and sign and mail this settlement claim form, postmarked on or before [date]. Postage is not included and you will need to affix the appropriate postage when mailing this settlement claim form.

You may also submit a claim electronically at www.____________.com.

IF YOU MOVE, send your CHANGE OF ADDRESS to Simpluris, Inc., Settlement Administrator at the address on the backside of this form.

Bottom Inside

Postage

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

Bottom Outside

Grippo v. Sugared + Bronzed, LLC
Settlement Administrator
[address]
[city], [state] [zip code]

Front Inside

What is this lawsuit about? A class action was filed by Zoe Grippo 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." This Class Action alleges that Defendant violated a federal law and a Virginia state law by sending text messages to individuals' mobile phones after having received an inbound message from the individuals seeking to stop Defendant's messages. Defendant denies the allegations and denies it violated federal or state law. The Court has not decided who is right or wrong. The parties have agreed to a settlement.

Why did you receive this notice? You received this notice because Defendant's records identified you as a potential member of the following settlement class: "All persons throughout the United States (1) to whose phone number Defendant sent two or more telemarketing text messages, in a 12-month period, (2) using the Klaviyo platform, (3) after Defendant or Klaviyo received an inbound stop message, as defined below, from the telephone number texted, (4) from four (4) years prior to the filing of the Complaint to the date of preliminary approval of the class action settlement agreement by the Court. Inbound stop messages includes the following: "STOP", "UNSUBSCRIBE", "NOOFFERS", "NO OFFERS", "OPT OUT", "END", and "QUIT""

What does the settlement provide? Defendants will establish a non-reversionary settlement fund of $750,000. If the Settlement is finally approved, the settlement fund will be used to pay: (1) settlement compensation to participating and approved settlement class members on a pro-rata basis; (2) attorneys' fees not to exceed one third (33.33%) of the settlement fund, subject to the Court's approval; (3) litigation costs and expenses incurred by class counsel in litigating the claims in this matter, subject to the Court's approval; (4) costs of notice and administration not to exceed $51,000; and (5) an incentive award to Ms. Grippo not to exceed $10,000, subject to the Court's approval. It is estimated that each approved claimant will receive between $__ and $___, depending on the number of approved claims submitted and the amounts approved by the Court.

What are your legal rights and options? If you fall within the settlement class, you have four options. First, you may complete and return the claim form found on the backside of this postcard, or submit a claim online at www.______________.com, in which case you will receive, if your claim is approved, a proportionate share of the settlement fund after deducting attorneys' fees, litigation costs, and expenses, the incentive award to Ms. Grippo, and costs of notice and administration, and you will release certain TCPA-related claims you may have against Defendant. Second, you may do nothing, in which case you will not receive a share of the settlement fund, but you will release certain TCPA-related claims you may have against Defendant. Third, you may exclude yourself from the settlement, in which case you will neither receive a share of the settlement fund, nor release any TCPA-related claims you may have against Defendant. Or fourth, you may object to the settlement. The deadline for you to submit a claim, exclusion request, or objection is [date]. To obtain additional information about your legal rights and options, or to access the full class notice and other important documents, visit www. .______________..com, or contact the settlement administrator by writing to *Grippo v. Sugared + Bronzed, LLC* Claims Administrator, **[address]**, **[city]**, **[state]** **[zip code]**, or by calling [**telephone number**].

When is the final fairness hearing? The Court will hold a final fairness hearing on [date] at [time]. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether final approval of the settlement should be granted. The Court will also hear objections to the settlement, if any. The court may make a decision at that time, postpone a decision, or continue the hearing.

Front Outside

This is a notice of a settlement of a class action lawsuit.

This is not a notice of a lawsuit against you.

If you are a person who received two or more telemarketing text messages, in a 12-month period, from Sugared + Bronzed, LLC (S+B) via the Klaviyo platform after you sent an inbound stop message (i.e., STOP, UNSUBSCRIBE, NOOFFERS, NO OFFERS, OPT OUT, END, QUIT) to S+B from the telephone number texted, you may be entitled to compensation as a result of the settlement in the class action lawsuit captioned:

Grippo v. Sugared + Bronzed, LLC, No. 8:24-cv-01792-AB-DFM (C.D. Cal.)

A federal court authorized this notice.

This is not a solicitation from a lawyer.

Please read this notice carefully. It summarily explains your potential rights and options to participate in a class action settlement.

Grippo v. Sugared + Bronzed, LLC
c/o [administrator]
[address]
[city], [state] [zip]

Bar Code To Be Placed Here

Postal Service: Please do not mark Barcode

Permit Info here

ADDRESS SERVICE REQUESTED

CLAIM ID: << ID>>
<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip>>

EXHIBIT B

IMPORTANT LEGAL NOTICE:

YOU MAY BE ENTITLED TO BENEFITS FROM A CLASS ACTION SETTLEMENT

This is a notice of a settlement of a class action lawsuit.

This is not a notice of a lawsuit against you.

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 Klaviyo platform between August 14, 2020 and [date preliminary approval granted]. 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 [the date the Court preliminarily approves the parties' class action settlement].

- 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, and an incentive award to Plaintiff Zoe Grippo, 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:

A SUMMARY OF YOUR RIGHTS AND CHOICES

You May:	Summary:	Due Date:
Submit a Timely Claim Form	If you submit a valid, approved claim form by [date], 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.	
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.	[NA]

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.	[Valid Exclusion Form must be submitted online or postmarked by 75 days following Entry of Preliminary Approval Order]
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.	[75 days following Entry of Preliminary Approval Order].

THESE RIGHTS AND OPTIONS

– AND THE DEADLINES TO EXERCISE THEM –

ARE EXPLAINED IN THIS NOTICE.

WHAT THIS NOTICE CONTAINS

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 [date preliminary approval granted], 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.

THE TERMS OF THE PROPOSED SETTLEMENT

This Notice provides a summary of some, but not all, of the terms of the Settlement Agreement. [Click here](link to www.__________.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.

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 *cy pres* 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 $___ and $___. 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, **[address]**, **[city]**, **[state] [zip code]**. If you mail your claim form, it must be postmarked by **[date]**.

(2) **By Submitting a Claim Form Online**: You may submit a valid claim online through www.______________.com. If you choose to submit a valid claim online, you must do so by [date].

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 [date]:

Grippo v. Sugared + Bronzed, LLC Claims Administrator
ATTN: EXCLUSION REQUEST
[address]
[city], **[state] [zip code]**

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 [the date the Court preliminarily approves the parties' class action settlement], 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 *Grippo 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 [**75 days following entry of the Order Preliminarily Approving the Settlement**] 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 [**75 days following entry of the Order Preliminarily Approving the Settlement**]. 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
Todd M. Friedman, Esq.
Law Offices of Todd M. Friedman, P.C.
23586 Calabasas Road, Suite 105
Calabasas, CA 91302

DEFENDANT'S COUNSEL
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 [insert date], at [insert] in Courtroom 7B of the United States District Court for the Central District of California, the Honorable André Birotte Jr. presiding, located at 350 West First Street, 7th Floor, Los Angeles, California 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. [Click here](link to www.__________.com) to see complete copies of case-related documents. If you have further questions, you may:

- Call the toll free number: [Insert]

- Write to the Settlement Administrator:

[insert]

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

Todd M. Friedman, Esq.
Adrian R. Bacon, Esq.
Law Offices of Todd M. Friedman, P.C.
23586 Calabasas Rd., Suite 105
Calabasas, CA 91302
Tel.: (877) 619-8966

Max S. Morgan, Esq.
The Weitz Firm LLC
1515 Market Street, Suite 1100
Philadelphia, PA 19002
Tel.: (267) 587-0875

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:

[Date]:	Order Preliminarily Approving the Settlement Entered
[Date]:	Notice Sent (thirty days after entry of Order Preliminarily Approving the Settlement)
[Date]:	Attorneys' Fees Petition Filed (sixty days after entry of Order Preliminarily Approving the Settlement)
[Date]:	Deadline to Submit Claims, Send Exclusion, or File Objection (seventy-five days after entry of Order Preliminarily Approving the Settlement)
[Date]:	Motion for Final Approval Filed (thirty days before final fairness hearing)
[Date]:	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)
[Date]:	Final Fairness Hearing
[Date]:	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

EXHIBIT C

UNITED STATE DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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

Plaintiff,

vs.

SUGARED + BRONZED, LLC,

Defendant,

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

CLASS ACTION

[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT AND CERTIFYING SETTLEMENT CLASS

Assigned to the Hon. André Birotte Jr.

DATE: , 2026
TIME: 10:00 A.M.
COURTROOM: 7B

Plaintiff's Motion for Preliminary Approval of a Class Action Settlement and Certification of a Settlement Class came on for hearing on ___________, 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 forth in the Settlement Agreement and all defined words or phrases used in this Order shall have the same meaning as in the Settlement Agreement.

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

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

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

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

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

5. The Court finds that, for the purpose of settlement only, the requirements of Rule 23 of the Federal Rules of Civil Procedure are met by the class. Joinder of all class members in a single proceeding would be impracticable, if not impossible, because of their numbers and dispersion. Common issues exist among class members and predominate over questions affecting individual class members. Plaintiff's claims are typical of those of the Settlement Class. Plaintiff and her counsel will fairly and adequately protect the interests of the Settlement Class. Plaintiff has no interest antagonistic to those of the Settlement Class and has retained counsel experienced and competent to prosecute this matter on behalf of the class. Finally, a class settlement is superior to other available methods for a fair resolution of the controversy.

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

7. Pursuant to Rule 23(c)(2)(B) and Rule 23(e) of the Federal Rules of Civil Procedure, the Court orders that the Settlement Class be given notice of the pendency of this action and the Parties' proposed settlement. The Court finds that the Class Notice dissemination procedure set forth in Section 9 of the Settlement Agreement (i) is the best practicable notice; (ii) is reasonably calculated, under the

circumstances, to apprise Settlement Class Members of the pendency of the Action and of their right to object or to exclude themselves from the proposed settlement; (iii) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meets all applicable requirements as set forth by law. Thus, the Court adopts and incorporates the Class Notice dissemination procedures set forth in Section 9 of the Settlement Agreement into this Order.

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

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

10. The Court orders the Settlement Administrator to provide a list of objectors to Class Counsel and Defense Counsel no later than seven (7) days after the completion of the seventy-five (75) day period in which Settlement Class

Members may object to the settlement, and then file a declaration with the Court at least fourteen (14) days before the Final Approval Hearing attesting to the completeness and accuracy thereof and attaching a copy of all objections received.

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

12. The Court sets __________ [sixty (60) days from the date the Court grants the Motion for Preliminary Approval] as the deadline for filing the final approval motion and the application for the Attorneys' Fee Award. The Court instructs the Administrator to post the Motion, once filed, on the Settlement Website.

13. The Court sets ________, 2026 [seventy-five (75) days from the date the Court grants the Motion for Preliminary Approval] as the deadline by which Settlement Class Members must submit any: (i) request for exclusion from the Settlement Class; or (ii) objection to the Settlement Agreement, the proposed settlement, or to the Attorneys' Fee Award. The procedures and requirements for opting out of the Settlement Class or objecting to the Settlement Agreement, the proposed Settlement, or to the Attorneys' Fee Award are set forth below.

14. The Court sets fourteen (14) days after the deadline for Settlement Class Members to submit claims, objections, or exclusion requests, which deadline runs seventy-five (75) days after entry of the Order Preliminarily Approving the Settlement, as the deadline for filing any reply memorandum in further support of final approval of the proposed settlement or the Attorneys' Fee Award application.

15. The Court orders that any Settlement Class Member who wishes to exclude him/herself from the Settlement Class may send a written request for exclusion to the Claims Administrator with a postmark date no later than seventy-five (75) days after entry of the Order Preliminarily Approving the Settlement. To be effective, the written request for exclusion must state the settlement class

member's full name, address, telephone number texted by Defendant demonstrating membership in the settlement class, and a clear and unambiguous statement demonstrating a wish to be excluded from the settlement, such as "I request to be excluded from the settlement in the *Grippo v. Sugared + Bronzed, LLC*" A settlement class member who requests to be excluded from the settlement must sign the request personally, or, if any person signs on the settlement class member's behalf, that person must attach a copy of a valid power of attorney authorizing that person to sign on the settlement class member's behalf. A settlement class member may exclude himself or herself on an individual basis only. "Mass" or "class" opt-outs, whether submitted by third parties on behalf of a "mass" or "class" of settlement class members or multiple settlement class members are not allowed, and will not be permitted by the Court. Any Settlement Class Member who does not submit a timely written request for exclusion from the Settlement Class will be bound by all proceedings, orders, and judgments in the Action, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release.

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

17. The Court orders that any Settlement Class Member who does not exclude him/herself from the Settlement Class and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement, the proposed Settlement, or to the Attorneys' Fee Award must serve on the Settlement Administrator no later than seventy-five (75) days after entry of the Order Preliminarily Approving the Settlement a statement of the objections signed by the Settlement Class Member. The objection shall be in writing, signed by the Settlement Class Member, and shall contain all of the following information: (i) the objector's full name, address, email, and mobile telephone number; (ii) a written

statement of all grounds for the objections accompanied by any legal support for such objections; (iii) copies of any papers, briefs, or other documents upon which the objection is based; (iv) a written statement as to whether the objector intends to appear at the Final Approval Hearing; (v) a declaration setting forth any other objections submitted by the objector, or the objector's counsel, to any class action settlement submitted in any court, whether state, federal or otherwise, in the United States in the previous five (5) years; and (vi) if the objector intends to appear at the Final Approval Hearing through counsel, the objection must also identify the attorney(s) representing the objector who will appear at the Final Approval Hearing. Any Settlement Class Member who does not submit a timely written objection in accordance with the procedures stated herein shall be foreclosed from seeking any adjudication or review of this settlement by appeal or otherwise.

18. The Court orders that any Settlement Class Member, who submits a written objection and who intends to make an appearance at the Final Approval Hearing, provide to the Claims 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, as well as a copy of the written objection submitted within seventy-five days after entry of the Order Preliminarily Approving the Settlement.

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

20. The Court orders that (i) the submission of an objection allows Class Counsel or Defendant's Counsel to seek reasonable discovery, including the

deposition of an objector, that is relevant to the objection and consistent with the Federal Rules of Civil Procedure; (ii) the failure by an objector to make himself or herself available for deposition or to comply with discovery requests may result in the Court striking the objector's objection and denying that person the opportunity to make an objection or to be heard; and (iii) the Court may tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous and/or made for an improper purpose.

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

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

23. Neither this Order, nor the fact that settlement was reached and filed, nor the Settlement Agreement, nor any other related negotiations, statements, or

proceedings shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of Defendant, Plaintiff, or the putative Settlement Class members. This Order is not a finding of validity or invalidity of any of the claims asserted or defenses raised in the Action. In no event shall this Order, the fact that a settlement was reached, the Settlement Agreement, or any of its provisions or any negotiations, statements, or proceedings relating in any way be used, offered, admitted, or referred to in the Action, in any other lawsuit, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, except by the Parties and only by the Parties in a proceeding to enforce the Settlement Agreement.

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

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

26. This Court sets the following schedule:

[Date]: Order Preliminarily Approving the Settlement Entered

[Date]: Notice Sent (thirty days after entry of Order Preliminarily Approving the Settlement)

[Date]: Attorneys' Fees Petition Filed (sixty days after entry of Order Preliminarily Approving the Settlement)

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

[Date]: Reply in Support of Attorneys' Fees Petition (fourteen days after the deadline for settlement class members to submit claims, object to, or exclude themselves from, the settlement)

[Date]: Motion for Final Approval Filed (thirty days before final fairness hearing)

[Date]: 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)

[Date]: Final Fairness Hearing

[Date]: 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: __________, 2026

____
Honorable André Birotte Jr.
United States District Court Judge

EXHIBIT D

LAW OFFICES OF TODD M. FRIEDMAN, PC..
CALABASAS, CA 91302

UNITED STATE DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ZOE GRIPPO, Individually and On Behalf of All Others Similarly Situated, Plaintiff, vs. SUGARED + BRONZED, LLC, Defendant.	Case No. **8:24-cv-01792-AB-DFM** **<u>CLASS ACTION</u>** **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** Assigned to the Hon. André Birotte Jr. **DATE:** , 2026 **TIME:** 10:00 A.M. **COURTROOM:** 7B

Plaintiffs have filed a Motion for an Order Granting Final Approval of Class Action Settlement, Conditionally Certifying Proposed Settlement Class, Approving Motion for Attorneys' Fees and Costs, and granting Incentive Award ("Motion"). Having reviewed the Motion and supporting materials, the Court determines and orders as follows:

On __________ this Court entered an Order Granting Preliminary Approval of Settlement, resulting in certification of the following provisional Settlement Class:

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

Membership in the Settlement Class consists exclusively of individuals provided by Defendant to the Settlement Administrator, as set forth in the Agreement. The Court further approved the form of, and directed the parties to provide, the proposed Class Notice to the Class, which informed Settlement Class Members of: (a) the proposed Settlement, and the Settlement's key terms; (b) the date, time, and location of the Final Approval Hearing; (c) the right of any Settlement Class Member to object to the proposed Settlement, and an explanation of the procedures to exercise that right; (d) the right of any Settlement Class Member to exclude themselves from the proposed Settlement; and an explanation of the procedures to exercise that right; and (e) an explanation of the procedures for Settlement Class Members to participate in the proposed Settlement.

No objections have been made, timely or otherwise, pursuant to the Class Notice sent to the Settlement Class members, nor did any objectors appear at the time of the hearing.

This matter having come before the Court for hearing pursuant to the Order of this Court dated __________, for approval of the settlement set forth in the Settlement Agreement and Release ("Settlement"), and due and adequate notice having been given to the Settlement Class Members as required in said Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed of the promises and good cause appearing therefore, it is ORDERED, ADJUDGED AND DECREED THAT:

1. This Court has jurisdiction over the subject matter of the Action and over all of the parties to the Action.
2. The Court finds that the Settlement Class is properly certified as a class for settlement purposes only.
3. The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process.
4. Settlement Class Members were given an opportunity to object to the Settlement. [No/[#]] Settlement Class Members have objected to the terms of the Settlement.

5. No/[#]Settlement Class Members have requested exclusion from the Settlement. This Order is binding on all Settlement Class Members, except the following individuals who made valid and timely requests for exclusion: [Names]
6. The Court finds that Defendant properly and timely notified the appropriate government officials of the Settlement Agreement, pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715. The Court has reviewed the substance of Defendant's notice, and finds that it complied with all applicable requirements of CAFA. Further, more than ninety (90) days have elapsed since Defendant provided notice pursuant to CAFA and the Final Approval Hearing.
7. The Court finds the Settlement was entered into in good faith, that the settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of Fed. Rule Civ. Proc. 23. The Court finds that the consideration to be paid to members of the Settlement Class is reasonable and in the best interests of the Settlement Class Members considering the disputed facts and circumstances of and affirmative defenses asserted in the Action and the potential risks and likelihood of success of pursuing litigation on the merits.
8. The Court finds that the requirements of Rule 23(e)(2) of the Federal Rules of Civil Procedure are satisfied with respect to the settlement. The Class representatives and class counsel have adequately represented the class. Based on the record before the Court, The Court is persuaded that these requirements continue to be satisfied. Further, the settlement was negotiated at arm's length, with the assistance of experienced mediator Hon. Andrew J. Guilford (ret.), and over the course of several sessions of subsequent negotiations. The Court further finds that the relief provided to the class is adequate, fair, and reasonable taking into account the costs, risks, and delay

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of trial and appeal. Defendant articulated several bases upon which it planned to mount a vigorous defense, including contesting certification, contesting Plaintiffs' claims at summary judgment and trial, and filing potential appeals. Plaintiffs and Class Counsel adequately and appropriately considered these risks in negotiating a settlement. Additionally, the method of distributing relief to the class, by giving direct notice by mail, email, and creating a pro rata distribution of a common fund without reversion to each Settlement Class Member who has submitted a valid and timely claim form, is a method of distribution and settlement that is commonly accepted by courts, including by this Court, as satisfying the requirements of Rule 23(e)(2). The terms of the proposed award of attorney's fees are fair and determined to be fair and reasonable, given the length of time in litigation, and the results achieved. The timing of payment is fair because fees and costs will be paid out of a common fund, at the same time as the remainder of the class members. Finally, the settlement puts all class members on equal footing, which is appropriate under the facts of this case, which involves the same statutory damages awarded to each class member. Accordingly, the Court finds that the requirements of Rule 23(e)(2) are satisfied.

9. The Court has specifically considered the factors relevant to class settlement approval (*see, e.g.*, *Churchill Vill., L.L.C. v. Gen. Elec*., 361 F.3d 566 (9th Cir. 2004))—including, *inter alia*, the strength of Plaintiff's case; the risk, expense, complexity, and likely duration of further litigation; the risk of not maintaining class action status throughout trial; the relief provided for in the settlement; the extent of discovery completed and stage of the proceedings; the experience and views of counsel; and the reaction of the Settlement Class Members to the proposed settlement (including the claims submitted and lack of any opt-outs or objections)—and upon consideration of such factors finds that the Settlement is fair, reasonable, and adequate to all concerned.

10. Accordingly, the Settlement is hereby finally approved in all respects, and the Parties are hereby directed to implement and consummate the Settlement Agreement according to its terms and provisions.

11. The terms of the Settlement Agreement and of this Final Order, including all exhibits thereto, shall be forever binding in all pending and future lawsuits maintained by the Named Plaintiff and all other Settlement Class Members, and each of their respective heirs, executors, administrators, successors, and assigns, as provided in the Settlement Agreement.

12. Following Final Judgment becoming final and funding of the Settlement Fund pursuant to the Settlement Agreement, compensation to the participating Settlement Class Members shall be effected pursuant to the terms of the Settlement.

13. In addition to any recovery that Plaintiffs may receive under the Settlement, and in recognition of the Plaintiffs' efforts and risks taken on behalf of the Settlement Class, the Court hereby approves the payment of a Service Award to Plaintiffs, in the amount of __________ to Plaintiff for her role as a Class Representative.

14. The Court approves the payment of attorneys' fees to Class Counsel in the sum of $________, and the reimbursement of litigation expenses in the sum of $________.

15. The Court approves and orders payment in an amount commensurate with Simpluris' actual costs, and not to exceed $51,000 to Simpluris for performance of its settlement claims administration services.

16. After the Final Judgment becomes final, as defined in the Settlement Agreement, the Plaintiffs and Settlement Class Members, [except the excluded individuals referenced in paragraph 4 of this Order], shall have, by operation of this Order and the accompanying Judgment, fully, finally and forever released, relinquished, and discharged Defendant from all claims or

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liabilities arising from or related to the facts, circumstances or subject matter of this Action, as set forth in the Settlement Agreement. After the Final Judgment becomes final, as defined in the Settlement Agrement, all Settlement Class Members shall be and are hereby permanently barred and enjoined from the institution or prosecution of any and all Released Claims that are released under the terms of the Settlement. This Action and all claims of Plaintiffs and the Settlement Class Members are hereby subject to an entry of judgment pursuant to the terms of the Settlement Agreement. Furthermore, Plaintiffs and all Settlement Class Members are hereby barred and permanently enjoined from (a) filing, commencing, prosecuting, intervening in, promoting, or participating (as class members or otherwise) in any lawsuit in any jurisdiction based on or arising out of the claims and causes of action, or the facts and circumstances relating thereto, in this Action; and (b) organizing Settlement Class Members who have not been excluded from the Settlement Class into a separate class for purposes of pursuing as a purported class action any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Action.

17. This Final Order and the Settlement Agreement (including the exhibits thereto) may be filed in any action against or by any Released Party (as that term is defined herein and the Settlement Agreement) to support a defense of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

18. This Order, the Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with this Settlement are not, and

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shall not be construed as an admission by Defendant of any liability or wrongdoing in this or in any other proceeding.

19. Upon completion of administration of the Settlement in accordance with the Settlement Agreement, the Parties shall file a declaration setting forth that claims have been paid and that the terms of the Settlement have been completed.

20. This Judgment is intended to be a final disposition of the above captioned action in its entirety and is intended to be immediately appealable.

21. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the Action, including but not limited to all matters related to the Settlement and the determination of all controversies related thereto.

IT IS SO ORDERED.

Dated: __________, 2026

____
Honorable André Birotte Jr.
United States District Court Judge

Audit trail

Details

FILE NAME	Grippo v S+B Settlement Agreement - 2026 05 07 - 5/14/26, 5:55 PM.pdf
STATUS	Signed
STATUS TIMESTAMP	2026/05/15 00:57:04 UTC

Activity

SENT	brittany.shugart@sugaredandbronzed.com **sent** a signature request to: • Brittany Shugart (brittany.shugart@sugaredandbronzed.com)	2026/05/15 00:55:59 UTC
SIGNED	**Signed** by Brittany Shugart (brittany.shugart@sugaredandbronzed.com)	2026/05/15 00:57:04 UTC
COMPLETED	This document has been signed by all signers and is **complete**	2026/05/15 00:57:04 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.

Certificate Of Completion

Envelope Id: 44A0BBEC-1DFD-4BEF-A432-7035C05A7106 — Status: Completed

Subject: Complete with Docusign: Grippo v S+B Settlement Agreement - 2026 05 07 - 51426, 555☐PM.pdf

Source Envelope:

Document Pages: 57	Signatures: 1	Envelope Originator:
Certificate Pages: 4	Initials: 0	Melissa LeClair
AutoNav: Enabled		7021 Columbia Gateway Drive
EnvelopeId Stamping: Enabled		Suite 200
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Columbia, MD 21046
		melissa.leclair@offitkurman.com
		IP Address: 23.31.203.49

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Status: Original 5/15/2026 10:05:07 AM	Holder: Melissa LeClair melissa.leclair@offitkurman.com	Location: DocuSign

Signer Events	Signature	Timestamp
Harold M Walter hwalter@offitkurman.com Security Level: Email, Account Authentication (None)	Harold M Walter Signature Adoption: Pre-selected Style Using IP Address: 50.231.65.126	Sent: 5/15/2026 10:07:21 AM Viewed: 5/15/2026 10:17:07 AM Signed: 5/15/2026 10:18:02 AM

Electronic Record and Signature Disclosure:
Accepted: 5/15/2026 10:17:07 AM
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In Person Signer Events	Signature	Timestamp

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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/15/2026 10:07:21 AM
Certified Delivered	Security Checked	5/15/2026 10:17:07 AM
Signing Complete	Security Checked	5/15/2026 10:18:02 AM
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Screen Resolution:	800 x 600 minimum

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