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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE**

DAPNE PULIDO, an individual, on behalf of  
herself and all others similarly situated,

Plaintiff,

v.

REDUX, LLC, a California limited liability  
company; and DOES 1 TO 50,

Defendants.

Case Number: CVRI2304544

***Revised [Proposed] Order Granting  
Preliminary Approval of Class Action  
Settlement***

1 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came  
2 before this Court on September 5, 2024, in Department 1, of the Superior Court of California, County  
3 of Riverside the Honorable Harold W. Hopp presiding. The Court having considered the papers  
4 submitted in support of the application of the parties, **HEREBY ORDERS THE FOLLOWING:**

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class based  
6 upon the terms set forth in the Settlement Agreement and Release of Class Action (the "Settlement  
7 Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in support of Plaintiff's  
8 Motion for Order Granting Preliminary Approval of Class Action Settlement. All terms used herein  
9 shall have the same meaning as defined in the Settlement Agreement. The settlement set forth in the  
10 Settlement Agreement appears to be fair, adequate and reasonable to the Class, and the Court  
11 preliminarily approves the terms of the Settlement Agreement, including, without limitation:

- 12 a. A non-reversionary Gross Settlement Amount of **\$195,000.00**;
- 13 b. The Class Representative enhancement payment to the named Plaintiff of  
14 **\$5,000.00**;
- 15 c. Court approved attorneys' fees to Class Counsel of up to **\$65,000.00**, representing  
16 one-third of the Gross Settlement Amount;
- 17 d. Court approved litigation costs to Class Counsel of up to **\$15,000.00**;
- 18 e. Fees and Costs of the Settlement Administrator of up to **\$15,000.00**; and
- 19 f. A PAGA allocation of \$40,000.00, with **\$30,000.00** (i.e., 75%) payable to the  
20 California Labor & Workforce Development Agency for its portion of the PAGA  
21 penalties.

22 2. This Court has considered the papers in support of the Motion and the Settlement  
23 Agreement and finds that pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified for  
24 settlement purposes only. Specifically, the Court finds for settlement purposes only that the proposed  
25 Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality requirements; (d)  
26 the claims of the Class Representatives are typical of the claims of the proposed Class Members; (e)  
27 Class Representative's counsel has and is able to adequately represent the proposed Class; (f) the Class  
28 Representative is adequate to represent the Class; and (g) class-wide treatment of this dispute is

1 superior to individual litigation because common issues predominate over individual issues for  
2 settlement purposes.

3 3. The Settlement falls within the range of reasonableness and appears to be presumptively  
4 valid, subject only to any objections that may be raised at the final fairness hearing and final approval  
5 by this Court.

6 4. A final fairness hearing on the question of whether the proposed Settlement, attorneys'  
7 fees and costs to Class Counsel, and the Class Representative enhancement award should be finally  
8 approved as fair, reasonable and adequate as to the members of the Class is scheduled on the date and  
9 time set forth in the implementation schedule in Paragraph 13 below.

10 5. This Court approves, as to form and content, the Notice of Proposed Class Action  
11 Settlement (“Class Notice”), in substantially the form attached hereto as **Exhibit 1**, the Objection Form,  
12 in substantially the form attached hereto as **Exhibit 2**, the Share Form, in substantially the form  
13 attached hereto as **Exhibit 3**, and the Exclusion Form, attached hereto as **Exhibit 4**. The Court approves  
14 the procedure for Class Members to participate in, to opt out of, and to object to, the Settlement as set  
15 forth in the Settlement Agreement.

16 6. The Court directs the mailing of the Class Notice by first class mail to the Class  
17 Members in accordance with the Implementation Schedule set forth below. The Court finds the dates  
18 selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule,  
19 meet the requirements of due process and provide the best notice practicable under the circumstances  
20 and shall constitute due and sufficient notice to all persons entitled thereto.

21 7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes  
22 only.

23 8. The Court preliminary certifies for settlement purposes only the Settlement Class  
24 defined as follows: all individuals who are or were employed by Defendant as non-exempt employees  
25 in California, and who have not previously settled the Released Claims against Defendant, for claims  
26 that accrued during the Class Period. See Settlement Agreement, at § 1.40. The Class Period is defined  
27 as the period of time beginning on August 29, 2019 through October 11, 2023.  
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1           9.       All Settlement Class members who do not timely opt out will release those claims  
2 alleged in the operative Complaint under state, federal (including related allegations under the Federal  
3 Labor Standards Act) or local law, whether statutory, common law or administrative law, arising out  
4 of or related to allegations set forth in the operative release those claims alleged in the operative  
5 Complaint and/or PAGA notice to the California Labor and Workforce Development Agency that arose  
6 during the Class Period and/or PAGA Period, including claims for: (1) failure to pay minimum wage  
7 for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the applicable IWC  
8 Wage Order(s); (2) failure to pay proper overtime wages in violation of Labor Code sections 510, 1197,  
9 and 1198, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay  
10 missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage  
11 Order(s); (4) failure to provide compliant meal period premiums in violation of Labor Code sections  
12 226.7 and 512, and the applicable IWC Wage Order(s); (5) failure to maintain accurate employment  
13 records in violation of Labor Code section 1174; (6) failure to pay timely wages during employment in  
14 violation of Labor Code sections 204, 210; (7) failure to pay all wages due and owing at separation in  
15 violation of Labor Code sections 201, 202, and 203; (8) failure to provide complete and accurate wage  
16 statements in violation of Labor Code sections 226 and 226.3; (9) deceptive, fraudulent, or otherwise  
17 unlawful business practices based on the foregoing in violation of California's Unfair Competition Law  
18 (Bus. & Prof. Code, §§ 17200– 17210); (10) statutory penalties based on the foregoing pursuant to  
19 PAGA (Lab. Code, §§ 2698-2699.6); and (11) all claims for liquidated damages, penalties, interest,  
20 fees, costs based on the foregoing. To the extent this definition comports with Case Management Order  
21 #1 which shall control the scope of all claims released.

22           10.       The Court confirms Plaintiff Dapne Pulido as Class Representative, and Jonathan  
23 Melmed, Laura Supanich, and Maria Burciaga of Melmed Law Group P.C. as Class Counsel.

24           11.       The Court appoints ILYM Group, Inc. as the Settlement Administrator to perform  
25 services as required by and outlined in section 7 of the Settlement Agreement.

26           12.       The Class Notice to the Class Members shall be accompanied by an exclusion form that  
27 the class members may use. Any exclusion form shall be submitted to the settlement administrator  
28 rather than filed with the court. Class Members shall not be required to send copies of the exclusion

1 form to counsel. The settlement administrator shall file a declaration concurrently with the filing of any  
2 motion for final approval authenticating a copy of every exclusion form received by the administrator.

3 13. The Class Notice shall be accompanied by an objection form that the class members  
4 may use. Any objection shall be submitted to the settlement administrator rather than be filed with the  
5 Court. Class Members shall not be required to send copies of the objection form to counsel. The  
6 settlement administrator shall file a declaration concurrently with the filing of any motion for final  
7 approval authenticating a copy of every objection form received by the settlement administrator.

8 14. If notice is to be given by mail, and if the class members will be required to submit a  
9 claim form: (1) the notice shall be accompanied by a stamped envelope addressed to the settlement  
10 administrator; and (2) the settlement administrator shall send a reminder notice to every class member  
11 from whom no claim or exclusion request is received within forty-five (45) days of mailing the notice.

12 15. To facilitate administration of the Settlement pending final approval, the Court hereby  
13 enjoins Plaintiff from filing or prosecuting any claims, suits or administrative proceedings (including  
14 filing claims with the Division of Labor Standards Enforcement of the California Department of  
15 Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members  
16 have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims  
17 with the Settlement Administrator has elapsed.

18 16. The Court orders the following **Implementation Schedule** for further proceedings:  
19

20	a.	Deadline for Defendant to Submit Class Data to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
21	b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days after the Preliminary Approval Date]
22	c.	Deadline for Class Members to Postmark Requests for Exclusion	[45 days after mailing of the Class Notice]
23	d.	Deadline for Class Members to submit any Objections to Settlement	[45 days after mailing of the Class Notice]
24	e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[21 Court days prior to Final Approval and Fairness Hearing]
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f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing (the Court's first available date after January 1, 2025)	<b>January 21, 2025 at 8:30 a.m.</b>

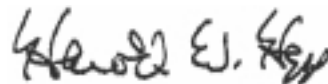
17. The settlement administrator must give notice to any objecting party of any continuance of the hearing date for the motion for final approval.

18. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

19. The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the Settlement.

**IT IS SO ORDERED.**

Dated: U&àÀÁÄÅ



Judge of the Superior Court, County of Riverside  
Honorable Harold W. Hopp

# EXHIBIT 1

## *Notice of Proposed Class Action Settlement*

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5 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
6 **FOR THE COUNTY OF RIVERSIDE**

7 DAPNE PULIDO, an individual, on behalf of  
8 herself, the State of California, as a private  
9 attorney general, and on behalf of all others  
10 similarly situated,

11 Plaintiff,

12 v.

13 REDUX LLC, a California limited liability  
14 company; and DOES 1 TO 50,

15 Defendants.

Case No.: VRI2304544

**Notice of Proposed Class Action Settlement**

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17 *A court authorized this notice. This is not a solicitation from a lawyer.*  
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1                                    **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

2                    *You may be eligible to receive a settlement payment. Please read this notice carefully.*

3                    A proposed class action settlement agreement has been reached between: **(1)** Plaintiff Dapne  
4 Pulido (“Plaintiff”), individually and in her representative capacity on behalf of a group of prospective  
5 class members defined below, and as a private attorney general on behalf of the State of California;  
6 and **(2)** Defendant Redux LLC (“Defendant”). A copy of the Settlement Agreement and Release of  
7 Class Action (the “Settlement”) is attached as Exhibit A to the Declaration of Jonathan Melmed in  
8 Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement filed with the  
9 California Superior Court for the County of Riverside on August 13, 2024, which can be located at  
10 4050 Main Street Riverside, CA 92501 or

11                    <https://epublicaccess.riverside.courts.ca.gov/publicportal/?q=user/login&destination=node/37>

12                    9

13                    The Settlement resolves disputed claims against Defendant arising out of its compensation  
14 practices during the period from August 29, 2019, through October 11, 2023 (the “Class Period”) as  
15 applied to all individuals who are or were employed by Defendant as non-exempt employees in  
16 California, and who have not previously settled the Released Claims against Defendant, for claims that  
17 accrued during the Class Period (“Class Members”).

18                    The Court has granted preliminary approval of the Settlement and ordered this notice to be sent  
19 to you because you may be entitled to money under the Settlement and because the Settlement affects  
20 your legal rights. The Court has determined only that there is sufficient evidence to suggest that the  
21 proposed Settlement might be fair, adequate, and reasonable, and that any determination of these issues  
22 will be made at the Final Approval Hearing.

23                    **NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE**  
24 **SETTLEMENT:** If you are a Class Member (as defined above) and received this notice, you are  
25 automatically included in the Settlement and do not need to take any further action to receive a  
26 payment. If you accept your settlement amount, you will release the claims described below.

1     **1. DESCRIPTION OF THE LAWSUIT**

2           On August 29, 2023 Plaintiff, individually and in her representative capacity on behalf of the  
3     Class Members, and as a private attorney general on behalf of the State of California, is pursuing a  
4     lawsuit against Defendant in the Superior Court of the State of California for the County of Riverside  
5     in the matter of *Dapne Pulido v. Redux LLC*, case number **VRI2304544** (the “Action”). The Action  
6     sought recovery for Defendant’s alleged: **(1)** failure to pay minimum wage for all hours worked;  
7     **(2)** failure to pay proper overtime wages; **(3)** failure to provide compliant rest periods and pay missed  
8     rest break premiums; **(4)** failure to provide compliant meal periods and pay missed meal period  
9     premiums; **(5)** failure to maintain accurate employment records; **(6)** failure to pay timely wages during  
10    employment; **(7)** failure to pay all wages due and owing at separation; **(8)** failure to provide complete  
11    and accurate wage statements; and **(9)** deceptive, fraudulent, or otherwise unlawful business practices  
12    based on the foregoing in violation of California’s Unfair Competition Law.

13           **Defendant denies all liability, denies all allegations in the Action, and has raised various**  
14    **defenses to the claims.** Defendant asserts that it fully complied with all applicable wage and hour laws,  
15    and contends that civil penalties under PAGA are not warranted. Defendant also denies that the Action  
16    is suitable for class certification. Defendant has entered into the Settlement solely for purposes of  
17    resolving this dispute to avoid costly, disruptive, and time-consuming litigation and does not admit to  
18    any wrongdoing or liability.

19           The Court has not ruled on the merits in the Action. By approving the Settlement and issuing  
20    this notice, the Court is *not* suggesting which side would win or lose the case if it went to trial or  
21    whether the claims are suitable for class certification. To avoid the additional expense, inconvenience,  
22    and risk of continued litigation, however, Plaintiff and Defendant (the “Parties”) have concluded that  
23    it is in their respective best interests and the interests of the Class Members to settle the Action on the  
24    terms summarized in this notice. The Settlement was reached after Defendant provided extensive  
25    information and documents to Plaintiff’s counsel, and after lengthy arms-length non-collusive  
26    negotiations between the Parties, including mediation with an experienced and well-respected mediator  
27    in California. In these negotiations, both sides recognized the substantial risk of the Court deciding  
28

1 against them at trial and determined that the Settlement was a fair, reasonable, and adequate way to  
2 resolve the disputed claims.

3 Plaintiff and Plaintiff's counsel—Jonathan Melmed, Laura Supanich, and Maria Burciaga of  
4 Melmed Law Group P.C. ("Class Counsel")—support the Settlement. Among the reasons for support  
5 are the defenses to liability potentially available to Defendant, the risk of denial of class certification,  
6 the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.  
7 Plaintiff and Class Counsel believe that the settlement described in this notice is fair, adequate,  
8 reasonable, and in the best interests of Plaintiff and the Class Members.

9 Under the Settlement, the following settlement class will be certified under California law: all  
10 individuals who are or were employed by Defendant as non-exempt employees in California, and who  
11 have not previously settled the Released Claims against Defendant, for claims that accrued during the  
12 Class Period. The "Class Period" is defined as the period from August 29, 2019, through October 11,  
13 2023. The Settlement provides for a gross settlement amount of \$195,000.00, a share of which is to be  
14 distributed to the Class Members based on the pro rata number of weeks worked by the Class Members  
15 during the Class Period as a proportion of all weeks worked by all Class Members. In exchange for  
16 their share of the settlement amount, all participating Class Members will be deemed to have released  
17 Defendant from liability on the terms described in this notice.

18 On [date of preliminary approval], the Court preliminarily approved the Settlement and  
19 conditionally certified the settlement class. This notice is being sent to you because Defendant's records  
20 indicate that you worked for Defendant during the Class Period and that you meet the definition  
21 required to be treated as a Class Member.

22 **2. IF YOU ARE STILL EMPLOYED BY DEFENDANT, THIS SETTLEMENT WILL**  
23 **NOT AFFECT YOUR EMPLOYMENT.**

24 California law strictly prohibits retaliation. Further, Defendant is prohibited by law from taking  
25 any adverse action against or otherwise target, retaliate, or discriminate against any Class Member  
26 because of the Class Members participation or decision not to participate in the Settlement.  
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1   **3.    TERMS OF THE SETTLEMENT**

2           Defendant has agreed to pay \$195,000.00 (the “Gross Settlement Amount”) to resolve the  
3 claims in the Action. The Parties agreed to the following payments from the Gross Settlement Amount:

- 4           1.     **Settlement Administration Costs.** The Court has approved ILYM Group, Inc. to act  
5                   as the “Settlement Administrator,” who is sending this notice to you and will perform  
6                   many other duties relating to the Settlement. Under the Settlement, up to \$15,000.00  
7                   will be paid from the Gross Settlement Amount to pay the Settlement Administration  
8                   Costs.
- 9           2.     **Attorneys’ Fees and Expenses.** Class Counsel have been prosecuting the Action on  
10                  behalf of the Class Members on a contingency fee basis (that is, without being paid any  
11                  money to date) and have been paying all litigation costs and expenses. To date, the  
12                  Parties have aggressively litigated many aspects of the case including investigation,  
13                  settlement efforts, and a full-day mediation session. The Court will determine the actual  
14                  amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross  
15                  Settlement Amount. Class Members are not personally responsible for any of Class  
16                  Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of one-third of  
17                  the Gross Settlement Amount (i.e., \$65,000.00) as reasonable compensation for the  
18                  work Class Counsel performed and will continue to perform in the Action. Class  
19                  Counsel also will ask for reimbursement of up to \$15,000.00 for the costs Class Counsel  
20                  incurred in connection with the Action.
- 21          3.     **Service Payment to Class Representative.** Class Counsel will ask the Court to provide  
22                  a service payment to Plaintiff in the amount of \$5,000.00 for Dapne Pulido to  
23                  compensate her for her efforts on behalf of the Class Members in the Action, including  
24                  assisting in the investigation and consulting with Class Counsel and providing crucial  
25                  documents to Class Counsel. Plaintiff also may receive a share of the Settlement as a  
26                  Class Member.
- 27          4.     **PAGA Payment.** The Parties have agreed on a reasonable sum to be paid in settlement  
28                  of the PAGA claims included in the Action, which is \$40,000.00. The PAGA Payment

1 is to be approved by the Court pursuant to Labor Code section 2699 and is to be  
2 distributed as follows: seventy-five percent (75%) (i.e., \$30,000.00) to the LWDA and  
3 twenty-five percent (25%) (i.e., \$10,000.00) to the individuals who come within the  
4 definition of an “aggrieved employee” for the purposes of the Settlement (i.e., all  
5 individuals who are or were employed by Defendant as non-exempt employees in  
6 California, and who have not previously settled the Released Claims against Defendant,  
7 for claims that accrued during the PAGA Period). The “PAGA Period” is defined for  
8 these purposes to mean the period from August 29, 2022, through October 11, 2023.

9 After deducting the amounts above, the balance of the settlement amount will form the “Net  
10 Settlement Amount” for distribution to the Class Members.

11 **4. DISTRIBUTION OF THE SETTLEMENT TO THE CLASS MEMBERS**

12 Each eligible Class Member who does not request exclusion from the Settlement will be deemed  
13 a “Class Participant” and will receive a share from the Net Settlement Amount which will be distributed  
14 pro rata based on the proportional number of weeks worked by each Class Member during the Class  
15 Period (the “Individual Settlement Amount”). If any Class Member requests exclusion from the  
16 Settlement, his or her share will be distributed to the remaining Class Participants.

17 Forty percent (40%) of each Individual Settlement Amount will constitute payment in the form  
18 of wages (and each Class Participant will be issued an IRS Form W-2 for such payment to him or her),  
19 and Sixty percent (60%) of each Individual Settlement Amount will constitute penalties and interest  
20 (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her).

21 Defendant, or its proxies, shall take all usual and customary deductions from the Individual  
22 Settlement Amount payments that are distributed as wages, including, but not limited to, state and  
23 federal tax withholding, disability premiums, and unemployment insurance premiums. There will be  
24 no deduction taken from the interest or penalty distribution—it will, however, be reported on IRS Form  
25 1099 as income. Class Participants are responsible for the proper income tax treatment of their  
26 Individual Settlement Amount. The Settlement Administrator, Defendant and its counsel, and Class  
27 Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors  
28 concerning the tax consequences and treatment of payments they receive under the Settlement.

1 The workweeks you worked for Defendant during the Class Period will be calculated based on  
2 Defendant's records. If you feel that you were not credited with the correct number of workweeks  
3 worked during the Class Period, you may submit evidence to the Settlement Administrator on or before  
4 [Response Deadline] with documentation to establish the number of workweeks you claim to have  
5 actually worked during the Class Period. **Documentation sent to the Settlement Administrator will**  
6 **not be returned or preserved, so do not send originals.** The Parties and the Settlement Administrator  
7 will promptly evaluate the evidence submitted and discuss in good faith how many workweeks should  
8 be credited. The Settlement Administrator will make the final decision as to how many weeks are  
9 credited and report the outcome to the Class Participant. If you are unsatisfied with the decision, you  
10 may submit an objection, which is explained below.

11 Settlement checks will be mailed to all Class Participants after the Court grants final approval  
12 of the Settlement and judgment is entered.

#### 13 **5. THE RELEASE OF CLAIMS**

14 If the Court approves the Settlement, the Court will enter judgment and the Settlement will bind  
15 all Class Participants. The Class Participants will then be barred from bringing any "Released Claims"  
16 against the "Released Parties" as those terms are defined below.

17 The "Released Parties" are Defendant and all of Defendant's subsidiaries, affiliates,  
18 shareholders, members, agents, predecessors, successors, and assigns, to the extent this definition  
19 comports with Case Management Order #1 which shall control the scope of all releases.

20 The "Released Claims" are those claims arising out of or related to the allegations set forth in  
21 the operative complaint and/or PAGA notice to the California Labor and Workforce Development  
22 Agency that arose during the Class Period and/or PAGA Period, including claims for: **(1)** failure to pay  
23 minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the  
24 applicable IWC Wage Order(s); **(2)** failure to pay proper overtime wages in violation of Labor Code  
25 sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); **(3)** failure to provide compliant  
26 rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the  
27 applicable IWC Wage Order(s); **(4)** failure to provide compliant meal periods and pay missed meal  
28 period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage

1 Order(s); **(5)** failure to maintain accurate employment records in violation of Labor Code section 1174;  
2 **(6)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210;  
3 **(7)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202,  
4 and 203; **(8)** failure to provide complete and accurate wage statements in violation of Labor Code  
5 sections 226 and 226.3; **(9)** deceptive, fraudulent, or otherwise unlawful business practices based on  
6 the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, sections 17200–  
7 17210); **(10)** statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, sections 2698-  
8 2699.6); and **(11)** all claims for liquidated damages, penalties, interest, fees, costs based on the  
9 foregoing. To the extent this definition comports with Case Management Order #1 which shall control  
10 the scope of all claims released. No other claims are released other than those claims specifically plead  
11 in the operative complaint in the Action.

12 The Settlement does *not* release Defendant or any person, party, or entity from claims, if any,  
13 by Class Members for workers compensation, unemployment, or disability benefits of any nature. Nor  
14 does it release any claims, actions, or causes of action which may be possessed by Class Members  
15 under state or federal discrimination statutes, including, without limitation, the California Fair  
16 Employment and Housing Act (Gov. Code, sections 12900–12996); the Unruh Civil Rights Act (Civ.  
17 Code, sections 51); the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C.  
18 sections 2000, et seq.); the Americans with Disabilities Act (42 U.S.C. section 12101, et seq.); the  
19 Employee Retirement Income Security Act of 1974 (29 U.S.C. sections 1001 et seq.); and all of their  
20 implementing regulations and interpretive guidelines.

21 Class Members who do not request exclusion from the Settlement will be deemed to have  
22 acknowledged and agreed that their claims for wages and penalties in the Action are disputed, and that  
23 the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be  
24 deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable  
25 to the Settlement payments. That section provides in pertinent part as follows:  
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1 “An employer shall not require the execution of a release of a claim or right on account  
2 of wages due, or to become due, or made as an advance on wages to be earned, unless  
3 payment of those wages has been made.”

4 **6. YOUR OPTIONS**

5 **6.1. DO NOTHING AND RECEIVE YOUR PORTION OF THE SETTLEMENT**

6 If you do nothing, you will be automatically included as a Class Participant in the Settlement  
7 and will receive a settlement payment. You do *not* have to take any further action to receive your  
8 settlement payment. It is, however, the responsibility of all Class Members to ensure that the Settlement  
9 Administrator has your current address on file, or you may not receive important information or a  
10 settlement payment. The estimated amount of your individual settlement payment if you do nothing is  
11 [estimated individual settlement amount].

12 **6.2. REQUEST EXCLUSION FROM THE CLASS AND THE SETTLEMENT**

13 If you do *not* wish to take part in the class action portion of the Settlement (the “Class  
14 Settlement”), you may exclude yourself (i.e., opt out of the Class Settlement) by completing and  
15 sending to the Settlement Administrator the attached *Exclusion Form*.

16 Send the request for exclusion directly to the Settlement Administrator at the following address  
17 by no later than [Response Deadline]:

18 ILYM Group, Inc.  
19 14751 Plaza Drive, Suite J  
20 Tustin, California 92780

21 Any person who submits a timely request for exclusion from the Class Settlement shall, upon  
22 receipt, no longer be a Class Member, shall be barred from participating in the Class Settlement, and  
23 shall receive no benefits from the class action portion of the Settlement. If you want confirmation of  
24 receipt of your request for exclusion, please send it by United States certified mail, return receipt  
25 requested, or contact the Settlement Administrator.

26 **Importantly**, Class Members who timely and validly request exclusion from the Class  
27 Settlement will *not* be excluded from their share of the PAGA Payment. Requesting exclusion from  
28 the Class Settlement applies solely to the Class Members’ entitlement to the class action portion of the



1 Settlement and not their entitlement to the PAGA Payment. If you request exclusion from the Class  
2 Settlement you will still be entitled to your share, if any, of the PAGA Payment.

### 3 **6.3. OBJECT TO THE SETTLEMENT**

4 You have the right to object to the terms of the Settlement if you do not request exclusion. If,  
5 however, the Court rejects your objection, you will still be bound by the terms of the Settlement. If you  
6 wish to object to the Settlement, or any portion of it, you may complete and file with the Settlement  
7 Administrator and the Court the attached *Objection Form*. Objections in writing must be mailed to the  
8 Settlement Administrator—ILYM Group, Inc., 14751 Plaza Drive, Suite J, Tustin, California 92780—  
9 by no later than [Response Deadline] to be considered. **Objections that do not include all required**  
10 **information, or that are not timely submitted, might not be considered by the court.**

11 If you choose to object to the Settlement, you may also appear to speak at the final approval  
12 and fairness hearing scheduled for [Final Approval Hearing Date], at [Final Approval Hearing Time]  
13 in Department [Court Department] of the Superior Court of the State of California for the County of  
14 Riverside, located at [Court Location]. You have the right to appear either in person or through your  
15 own attorney at this hearing.

16 If you object to the Settlement, you will remain a Class Member, and if the Court approves the  
17 Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as  
18 Class Members who do not object. Any Class Member who does not object in the manner provided  
19 above shall have waived any objection to the Settlement, whether by appeal or otherwise.

20 The Court may, at the time of the final approval and fairness hearing, have certain social  
21 distancing requirements or procedures for attendance at hearings. If you wish to object to the Settlement  
22 by speaking at the final approval and fairness hearing, you may contact Class Counsel, whose  
23 information is provided below, for more information about the Court's current social distancing  
24 procedures. You may also review the Court's website for the most current information.

### 25 **7. HOW TO UPDATE OR CHANGE YOUR ADDRESS**

26 If you move after receiving this notice or if it was misaddressed, please contact the Settlement  
27 Administrator, ILYM Group, Inc., at (888) 250-6810 or by email at  
28

1 **claims@ilymgroupclassaction.com**, as soon as possible. **This is important to ensure that future**  
2 **notices and/or the Settlement payment reach you.**

3 **8. NOTICE OF FINAL JUDGMENT IF THE SETTLEMENT IS APPROVED**

4 Within seven (7) days after the Court has held a final and fairness approval hearing and entered  
5 a final order approving the Settlement, if it chooses to do so, the Settlement Administrator will post a  
6 copy of that order and final judgment on its website at the following website address:

7 **[Case-Specific Settlement URL (to be added by Settlement Administrator)]**

8  
9 **9. IF THE SETTLEMENT IS NOT APPROVED**

10 If the Settlement is not approved by the Court, or if any of its conditions are not satisfied, the  
11 Settlement may be voided, in which case no money will be paid, and the case will return to litigation.  
12 If that happens, there is no assurance: **(1)** that the class will be certified by the Court; **(2)** that any  
13 decision at trial would be in favor of Class Members; **(3)** that a trial decision, if any, would be as  
14 favorable to the Class Members as the Settlement; or **(4)** that any favorable trial decision would be  
15 upheld if an appeal was filed.

16 **10. QUESTIONS OR COMMENTS**

17 **PLEASE DO NOT CALL OR CONTACT THE COURT.** If you have any questions about  
18 the settlement, you may contact the Settlement Administrator at: **(888) 250-6810** or by e-mail at  
19 **claims@ilymgroupclassaction.com**. You may also contact Class Counsel at the addresses or phone  
20 numbers listed below.

21 **Lawyers Representing Plaintiff and the Class Members**

22 **MELMED LAW GROUP P.C.**

23 Jonathan Melmed

24 jm@melmedlaw.com

25 Laura Supanich

26 lms@melmedlaw.com

27 Maria Burciaga

28 mb@melmedlaw.com

1801 Century Park East, Suite 850

Los Angeles, California 90067

Phone: (310) 824-3828

Fax: (310) 862-6851

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# EXHIBIT 2

## *Objection Form*

**OBJECTION FORM**  
**(Dapne Pulido v. Redux LLC, Case No. CVRI2304544)**

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION  
SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT, DO NOT FILL  
OUT THIS FORM.**

**IF YOU WANT TO OBJECT TO THE  
SETTLEMENT, COMPLETE, DATE AND SIGN THIS  
FORM AND MAIL OR DELIVER IT BACK TO THE ADDRESS BELOW,  
POSTMARKED NO LATER THAN [response deadline]:**

*Dapne Pulido v. Redux LLC.*  
c/o Settlement Administrator  
[Settlement Administrator Address]

If you choose, you may object to the proposed Settlement. The Court will consider your objection before deciding whether to grant final approval to the class action settlement. By objecting, you are requesting that the Court *not* grant final approval to the class action settlement. If you are concerned that the settlement terms are unfair, you may submit an objection for the Court's review. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will get your settlement payment and the release of claims will apply to you.

If you wish to object to the Settlement, you may complete this Objection form and state the basis for your objection, or you may write your objection in any other written format you choose. Alternatively, you may appear at the Final Fairness Hearing and make your objection to the Court regardless of whether you submit a written objection. Send the completed Objection form or other written statement, along with legal briefs or other documents that support your objection, if any, by mailing it to the address below, postmarked no later than [response deadline].

Your Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number, Including Area Code: \_\_\_\_\_

Last four digits of Social Security number: XXX-XX-\_\_\_\_\_

Date: \_\_\_\_\_  
(signature)

Reasons Why You Object (you may attach additional pages if necessary): \_\_\_\_\_

\_\_\_\_\_

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# EXHIBIT 3

## *Class Action Settlement Share Form*

**CLASS ACTION SETTLEMENT SHARE FORM**

*Dapne Pulido v. Redux LLC*

Case Number VRI2304544

Superior Court of the State of California for the County of Riverside

The proposed class action settlement agreement (the “Settlement”) described in the accompanying *Notice of Proposed Class Action Settlement* resolves disputed claims against Defendant Redux LLC (“Defendant”) arising out of its compensation practices during the period from August 29, 2019, through October 11, 2023 (the “Class Period”) as applied to all individuals who are or were employed by Defendant as non-exempt employees in California, and who have not previously settled the Released Claims against Defendant, for claims that accrued during the Class Period (“Class Members”).

You are receiving this form because you are believed to be a Class Member. **According to Defendant’s records, you worked [REDACTED] workweeks for Defendant during the Class Period. Accordingly, your share of the Settlement is currently estimated to be \$ [REDACTED]**, which is an estimate of your allocated portion the Net Settlement Amount, as that term is defined in the accompanying *Notice of Proposed Class Action Settlement*. Your estimated share of the Settlement may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement.

***You do not need to do anything to receive money under the Settlement.***

If you believe the information provided above as to the number of your workweeks is incorrect and wish to dispute it, please contact the Settlement Administrator no later than **[Response Deadline]** at:

ILYM Group, Inc.  
claims@ilymgroupclassaction.com  
(888) 250-6810  
14751 Plaza Drive, Suite J  
Tustin, California 92780

If you dispute the information stated above, the information Defendant provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation, must be postmarked no later than **[Response Deadline]**.

**Do not send originals; documentation sent to the claims administrator will not be returned or preserved.**



# EXHIBIT 4

## *Request for Exclusion Form*

## **REQUEST FOR EXCLUSION FORM**

*Dapne Pulido v. Redux LLC*, Case Number VRI2304544  
Superior Court of the State of California for the County of Riverside

**If you want to be included in this class action settlement and receive a settlement payment, do not fill out this form.**

If you do *not* want to be included in this class action settlement, and do not want to receive a settlement payment, you must complete, date and sign this form and mail it back to the address below, postmarked no later than [Response Deadline]:

*Dapne Pulido v. Redux LLC*  
ILYM Group, Inc.  
14751 Plaza Drive, Suite J  
Tustin, California 92780

If you submit this request for exclusion form, you will **not** receive an individual settlement payment under the class action portion of the Settlement, and you will not be bound by the release set forth in the Settlement if the Court grants final approval of the Settlement. You will be excluded from the class action portion of the Settlement, and will not be a Class Member in this case.

If you are entitled to receive a share of the PAGA Payment, you will receive your portion of the PAGA Payment even if you elect to exclude yourself from the class action portion of the Settlement. The employees who are entitled to receive a share of the PAGA Payment are those who meet the following definition: all individuals who are or were employed by Defendant as non-exempt employees in California, and who have not previously settled the Released Claims against Defendant, for claims that accrued during the PAGA Period. The "PAGA Period" is defined for these purposes to mean the period from August 29, 2022, through October 11, 2023.

By completing, signing, and returning this form, you are confirming your agreement with the following statement:

I have received notice of the proposed settlement in this class action lawsuit, and I wish to be excluded from the settlement in the class action lawsuit. I understand by requesting exclusion from the settlement I will not receive any money from the settlement of the lawsuit, but I will retain whatever individual rights I may have, if any, to pursue a claim against the defendant with respect to the claims raised in the above-referenced lawsuit.

Your Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number, Including Area Code: \_\_\_\_\_

Last four digits of Social Security Number: XXX-XX-\_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_