

**F I L E D**  
Clerk of the Superior Court

FEB 03 2023

By: B. Delgado, Deputy

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Superior Court of California,  
County of San Diego

01/09/2023 at 01:12:13 PM

Clerk of the Superior Court  
By Bernabe Montijo, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO**

DESTINEE NICOLE ROBINSON-MOORE,  
individually and on behalf of all similarly  
situated individuals,

Plaintiff,

vs.

MEDIA ALL STARS, INC., a California  
Corporation, and DOES 1 to 100,

Defendants.

Case No. 37-2021-00050573-CU-OE-CTL

**[PROPOSED] ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: February 3, 2023  
Time: 9:00 a.m.  
Dept.: C-60

Complaint Filed: December 2, 2021  
Trial Date: None Set

1 Plaintiff Amy Migdal's ("Plaintiff") application for an Order Granting Preliminary  
2 Approval of Class Action Settlement was filed with the Court on January 9, 2023, and a  
3 hearing was held before this Court on February 3, 2023. Appearances for Plaintiff and  
4 Defendant Media All Stars, Inc. were noted on the record.

5 Having considered the Class Action and PAGA Settlement Agreement and Class  
6 Notice ("Settlement" or "Settlement Agreement") and all other papers filed in this action, the  
7 Court HEREBY FINDS AND ORDERS as follows:

8 1. This Court grants preliminary approval of the Settlement Agreement between  
9 Plaintiff and Defendants filed herewith. The Settlement Agreement appears to be fair,  
10 adequate, and reasonable to the Class.

11 2. The Class Representative and Defendants (hereafter, "Settling Parties"), through  
12 their counsel of record, have reached an agreement to settle the class and PAGA claims in the  
13 case as set forth in the Settlement Agreement, on behalf of the Class (as defined below and in  
14 the Settlement Agreement).

15 "Class" means non-exempt, hourly-paid employee employed by  
16 MASI during who worked for MASI during the Class Period.

17 "Class Period" means the period from December 16, 2017 to the  
18 date of Preliminary Approval of the Settlement.

19 3. Should for whatever reason the Settlement Agreement not become Final, the fact  
20 that the Parties were willing to stipulate to certification of a class as part of the Settlement  
21 Agreement shall have no bearing on, or be admissible in connection with, the case or the issue  
22 of whether a class should be certified in a non-settlement context.

23 4. The Court appoints and designates: (a) Plaintiff Destinee Nicole Robinson-  
24 Moore as the Class Representative and (b), Theodore Tang, Dan Ginzburg, and Manny Starr of  
25 Frontier Law Center, APC as Class Counsel for the Class. Class Counsel is authorized to act  
26 on behalf of the Class with respect to all acts or consents required by, or which may be given,  
27 pursuant to the Settlement Agreement, and such other acts reasonably necessary to finalize the  
28 Settlement Agreement and its terms. Any Class Member may enter an appearance through his  
or her own counsel at such Class Member's own expense. Any Class Member who does not

1 enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

2 5. The Court hereby approves the terms and conditions provided for in the  
3 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement  
4 falls within the range of reasonableness of a settlement and appears to be presumptively valid,  
5 subject only to any objections that may be raised at the final fairness hearing and final approval  
6 by the Court. It appears to the Court on a preliminary basis that the settlement is fair,  
7 adequate, and reasonable as to all potential Class Members when balanced against the probable  
8 outcome of further litigation relating to liability, class certification, and damages issues. It also  
9 appears that investigation and research into the claims, liability, and damages have been  
10 conducted so that counsel for the Settling Parties are able to reasonably evaluate their  
11 respective positions. It appears to the Court that settlement at this time will avoid substantial  
12 additional costs by all Settling Parties, as well as avoid the delay and risks that would be  
13 presented by the further prosecution of the Litigation. It also appears that settlement has been  
14 reached as a result of intensive, serious, and non-collusive arm's length negotiations.

15 6. The Court hereby approves the following dates:

Description	Date
Class List to Settlement Administrator	30 calendar days after the Court grants preliminary approval
Class Notice Distribution	3 Business days after the Court grants preliminary approval
Opt Out/Written Objection Deadline	60 calendar days after initial Class Notice distribution, extended by 14 days for any individual whose notice is remailed.
Final Approval Filing Deadline	16 court days before the Final Approval Hearing
<b>Final Approval Hearing</b>	<b>MAY 26, 2023 at 9:00 A.M.</b>

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23 A final fairness hearing on the question of whether the proposed Settlement  
24 Agreement, the allocation of payments to Class Members, attorneys' fees and costs to Class  
25 Counsel, the payment to the Settlement Administrator, the payment to the Labor Workforce &  
26 Development Agency, and the enhancement payment to the Class Representative should be  
27 finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set  
28 for May 26, 2023, at 9:00 a.m. in this Court. The Motion for Final Approval shall



1 be filed by the Class Representative no later than sixteen (16) court days before the final  
2 fairness hearing.

3 7. The Court hereby approves, as to form and content, the Notice of Class Action  
4 Settlement ("Class Notice") to be sent to Class Members, which is attached herein as **Exhibit**  
5 **A**. The Court finds that distribution of the Class Notice to Class Members substantially in the  
6 manner and form set forth in the Settlement Agreement and this Order meets the requirements  
7 of due process and shall constitute due and sufficient notice to all parties entitled thereto.

8 8. The Court appoints and designates Phoenix Settlement Administrators as the  
9 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide  
10 the approved Class Notice to Class Members using the procedures set forth in the Settlement  
11 Agreement.

12 9. Any Class Member may choose to opt out of and be excluded from the  
13 Settlement as provided in the Settlement Agreement and Class Notice, and by following the  
14 instructions for requesting exclusion. Any person who timely and properly opts out of the  
15 Settlement will not be bound by the Settlement Agreement or have any right to object, appeal,  
16 or comment thereon. Any requests for exclusion must be in writing and signed by each such  
17 Class Member opting out and must otherwise comply with the requirements delineated in the  
18 Class Notice. Class Members who have not requested exclusion by submitting a valid and  
19 timely request by the deadline shall be bound by all determinations of the Court, the Settlement  
20 Agreement, and Judgment.

21 10. Any Class Member may object to the Settlement Agreement or express his or her  
22 views regarding the Settlement Agreement, and may present evidence and file briefs or other  
23 papers that may be proper and relevant to the issues to be heard and determined by the Court as  
24 provided in the Notice.

25 11. The Court reserves the right to adjourn or continue the date of the Settlement  
26 Fairness Hearing and all dates provided for in the Settlement Agreement without further notice  
27 to the Class, and retains jurisdiction to consider all further applications arising out of or  
28 connected with the Class Settlement Agreement.

1 IT IS SO ORDERED.

2  
3 DATED: 2/3/25

  
Matthew C. Braner

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5 SUPERIOR COURT OF CALIFORNIA

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## **Exhibit A**

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND  
HEARING DATE FOR FINAL COURT APPROVAL**

Denise Nicole Robinson-Moore v. Media All Stars, Inc., Case No. 7-2021-00050573-CU-OE-CTL

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*The Superior Court for the State of California authorized this Notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Media All Stars, Inc. (abbreviate name; “MASI” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former MASI employee Denise Nicole Robinson-Moore (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of employees (“Class Members”) who worked for MASI during the Class Period (December 16, 2017 to **{date of preliminary approval}**); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all employees who worked for MASI during the PAGA Period (December 16, 2017 to {date of preliminary approval}) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring MASI to fund Individual Class Payments, and (2) a PAGA Settlement requiring MASI to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on MASI’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ \_\_\_\_\_ (less withholding) and your Individual PAGA Payment is estimated to be \$ \_\_\_\_\_.** The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on MASI’s records showing that you worked \_\_\_\_\_ workweeks during the Class Period and you worked \_\_\_\_\_ workweeks during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires MASI to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against MASI.

If you worked for MASI during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against MASI.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against MASI, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**MASI will not retaliate against you for any actions you take with respect to the proposed Settlement.**

**SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<p><b>You Don't Have to Do Anything to Participate in the Settlement</b></p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against MASI that are covered by this Settlement (Released Claims).</p>
<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is _____</b></p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. MASI must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by _____</b></p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>



<p><b>You Can Participate in the _____ Final Approval Hearing</b></p>	<p>The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by _____</b></p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to MASI’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p>

**1. WHAT IS THE ACTION ABOUT?**

Plaintiff is a former MASI employee. The Action accuses MASI of violating California labor laws by failing to pay overtime wages, minimum wages, sick pay, and waiting time penalties and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Manny Starr, Dan Ginzburg, and Theodore Tang of FRONTIER LAW CENTER (“Class Counsel.”)

MASI strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

**2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

So far, the Court has made no determination whether MASI or Plaintiff is correct on the merits. In the meantime, Plaintiff and MASI hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and MASI have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, MASI does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) MASI has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

**3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

1. MASI Will Pay \$185,000 as the Gross Settlement Amount (Gross Settlement). MASI has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, MASI will fund the Gross Settlement not more than [14] days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$ 61,050 (33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$ 10,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$7,500 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
  - C. Up to \$6,500 to the Administrator for services administering the Settlement.
  - D. Up to \$18,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross

Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and MASI are asking the Court to approve an allocation of % 33 1/3 of each Individual Class Payment to taxable wages ("Wage Portion") and % 66 2/3 to penalties and interest. ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. MASI will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and MASI have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than \_\_\_\_\_, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the \_\_\_\_\_ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against MASI.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against MASI based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and MASI have agreed that, in either case, the Settlement will be void: MASI will not pay any money and Class Members will not release any claims against MASI.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and MASI has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against MASI or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including, without limitation, any and all claims involving any alleged failure to provide compliant rest Periods, failure to pay minimum wage for all hours worked, failure to pay overtime, unpaid sick time wages, waiting time penalties, wage statement penalties etc.. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and MASI has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against MASI, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against MASI or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$4,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in MASI's records, are stated in the first page of this Notice. You have until \_\_\_\_\_ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept MASI's calculation of Workweeks and/or Pay Periods based on MASI's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and MASI's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

#### **5. HOW WILL I GET PAID?**

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

## 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Denise Nicole Robinson-Moore v. Media All Stars, Inc., Case No. 7-2021-00050573-CU-OE-CTL, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by \_\_\_\_\_, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and MASI are asking the Court to approve. At least 16 court days before the \_\_\_\_\_ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website \_\_\_\_\_ (url) or the Court's website \_\_\_\_\_ (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is \_\_\_\_\_.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action \_\_\_\_\_ and include your name, current address,



telephone number, and approximate dates of employment for [MASI] and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on \_\_\_\_\_ at (time) in Department C-60 of the San Diego Superior Court, located at 1100 Union Street, San Diego, CA 92101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Microsoft Teams. Check the Court's website for the most current information regarding how to connect at <https://www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings>.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <http://sdcourt.ca.gov/sdcourt/generalinformation/accesscourtreords> (click "register of actions" and follow the prompts) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## 9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything MASI and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix Settlement Administrator's website at \_\_\_\_\_ (url) \_\_\_\_\_. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://sdcourt.ca.gov/sdcourt/generalinformation/accesscourtreords>) and entering the Case Number for the Action, Case No. 2021-00050573. You can also personally review court documents in the Clerk's Office at the Central Courthouse at 1100 Union Street, San Diego, CA 92101.

### **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel:

Name of Attorneys: Manny Starr, Dan Ginzburg, and Theodore Tang

Email: [info@frontierlawcenter.com](mailto:info@frontierlawcenter.com)

Name of Firm: Frontier Law Center

Address: 23901 Calabasas Road, Suite 2074, Calabasas, CA 91302

Telephone: (818) 914-3433

Settlement Administrator:

Name of Company: Phoenix Settlement Administrators

Email Address:

Mailing Address:

Telephone:

Fax Number:

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

**11. WHAT IF I CHANGE MY ADDRESS?**

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To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.