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

KRISTY MINOR, individually, and on behalf
of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

v.

HSNI, LLC, and unknown business entity;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVDS1910946

Honorable David S. Cohn
Department S26

CLASS ACTION

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

Date: September 4, 2020
Time: 10:00 a.m.
Department: S26

Complaint Filed: April 10, 2019
FAC Filed: September 9, 2019
SAC Filed: June 23, 2020
Trial Date: None Set

1 This matter has come before the Honorable David S. Cohn in Department S26 of the
2 Superior Court of the State of California, for the County of San Bernardino, on September 4, 2020
3 at 10:00 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers
4 *for Justice*, PC appears as counsel for Plaintiff Kristy Minor ("Plaintiff"), individually and on behalf
5 of all others similarly situated and other aggrieved employees. Seyfarth Shaw LLP appears as
6 counsel for Defendant HSNI, LLC ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement
12 ("Settlement," "Agreement," or "Settlement Agreement"), attached as "Exhibit 1" to the Declaration
13 of Edwin Aiwazian in Support of Plaintiff's Motion for Preliminary Approval of Class Action
14 Settlement. This is based on the Court's determination that the Settlement falls within the range of
15 possible approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
18 Settlement Agreement.

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
20 and reasonable. It appears to the Court that extensive investigation and research have been
21 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
22 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
23 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
24 further prosecution of the case. It further appears that the Settlement has been reached as the result
25 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

26 4. The Court preliminarily finds that the Settlement, including the allocations for the
27 Attorneys' Fees and Costs, Service Payment, LWDA Payment, Settlement Administration Costs,
28 and payments to the Settlement Class Members provided thereby, appear to be within the range of

1 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
2 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
3 preliminarily finds that the monetary settlement awards made available to the Class Members are
4 fair, adequate, and reasonable when balanced against the probable outcome of further litigation
5 relating to certification, liability, and damages issues.

6 5. The Court concludes that, for settlement purposes only, the proposed Class meets
7 the requirements for certification under section 382 of the California Code of Civil Procedure in
8 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
9 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
10 community of interest amongst the members of the Class with respect to the subject matter of the
11 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
12 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
13 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
14 Counsel is qualified to act as counsel for Plaintiff in her individual capacity and as the representative
15 of the Class.

16 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
17 follows:

18 All current and former non-exempt or hourly-paid employees who worked for
19 Defendant in California at any time from April 10, 2015 through April 10, 2020.

20 7. The Court provisionally appoints Edwin Aiwazian, Arby Aiwazian, and Joanna
21 Ghosh of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

22 8. The Court provisionally appoints Plaintiff Kristy Minor as the representative of the
23 Class ("Class Representative").

24 9. The Court provisionally appoints Simpluris, Inc. ("Simpluris") to handle the
25 administration of the Settlement ("Settlement Administrator").

26 10. Within fifteen (15) business days of the date of this Order, Defendant shall provide
27 the Settlement Administrator with the following information about each Class Member: name,
28 employee identification number, last known address, dates of active employment during the period
from April 10, 2015 through April 10, 2020, and Social Security number ("Class Data") in

1 conformity with the Settlement Agreement.

2 11. The Court approves, both as to form and content, the Notice of Class Action
3 Settlement (“Class Notice”) attached hereto as “**EXHIBIT 1.**” The Class Notice shall be provided
4 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
5 Class Notice appears to fully and accurately inform the Class Members of all material elements of
6 the Settlement, of Class Members’ right to be excluded from the Settlement by submitting a written
7 request for exclusion, of Class Members’ right to dispute the Workweeks credited to each of them,
8 and of each Settlement Class Member’s right and opportunity to object to the Settlement by
9 submitting a written objection to the Settlement Administrator. The Court further finds that
10 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
11 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
12 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
13 persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
14 Notice by First Class U.S. Mail to all Class Members within twenty-one (21) calendar days of receipt
15 of the Class Data, pursuant to the terms set forth in the Settlement Agreement.

16 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
17 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
18 to be excluded from the Settlement by submitting a timely written request for exclusion in
19 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,
20 postmarked no later than the date which is forty-five (45) calendar days from the initial mailing of
21 the Class Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Class
22 Notice, an additional fifteen (15) calendar days from the Response Deadline. Any such person who
23 timely and validly chooses to opt out of, and be excluded from, the Settlement will not be entitled
24 to any recovery under the Settlement and will not be bound by the Settlement or have any right to
25 object, appeal, or comment thereon. Class Members who have not submitted a timely and valid
26 request to be excluded from the Settlement (i.e., Settlement Class Member) shall be bound by the
27 Settlement Agreement and any final judgment based thereon.

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13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department S26 of the San Bernardino County Superior Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Service Payment, and Settlement Administration Costs.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Service Payment, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

15. To object to the Settlement, a Class Member must submit a written objection to the Settlement Administrator by mail, postmarked no later than the applicable Response Deadline. The objection must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection.

16. The Settlement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

1 17. In the event the Settlement does not become effective in accordance with the terms
2 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
3 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
4 vacated, and the Parties shall revert back to their respective positions as of before entering into the
5 Settlement Agreement.

6 18. The Court reserves the right to adjourn or continue the date of the Final Approval
7 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
8 Members, and retains jurisdiction to consider all further applications arising out of or connected with
9 the Settlement.

10 **IT IS SO ORDERED.**

11
12 Dated: _____

By: _____

The Honorable David S. Cohn
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Kristy Minor v. HSNI, LLC

Superior Court of California for the County of San Bernardino, Case No. CIVDS1910946

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Kristy Minor ("Plaintiff") and Defendant HSNI, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Kristy Minor v. HSNI, LLC*, San Bernardino County Superior Court, Case No. CIVDS1910946 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former non-exempt or hourly-paid employees who worked for Defendant in California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from April 10, 2015 through April 10, 2020.

II. BACKGROUND OF THE ACTION

On April 10, 2019, Kristy Minor commenced the Action by filing the Class Action Complaint for Damages in the San Bernardino County Superior Court. On June 23, 2020, Plaintiff filed the Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), adding a cause of action under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Kristy Minor as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million One Hundred Thousand Dollars (\$1,100,000) (the "Gross Fund Value"). The portion of the Gross Fund Value that is available for payment to Class Members is referred to as the "Net Settlement Fund." The Net Settlement Fund will be the Gross Fund Value less the following payments which are subject to approval by the Court: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Fund Value (i.e., \$366,666.67) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000) to Class Counsel; (2) Service Payment in an amount not to exceed Ten Thousand Dollars (\$10,000) to Plaintiff for her services in the Action; (3) payment to the California Labor and Workforce Development Agency ("LWDA") in the amount of Fifteen Thousand Dollars (\$15,000) for its 75% portion of the PAGA Payment ("LWDA Payment"); (4) Settlement Administration Costs in an amount not to exceed Nine Thousand Dollars (\$9,000) to the Settlement Administrator; and (5) the employer's portion of payroll taxes on the wage portion of Individual Settlement Payments ("Employer Taxes"), estimated to be \$ [REDACTED]. Note: a total of Twenty Thousand Dollars (\$20,000) from the Gross Fund Value has been allocated toward penalties under the Private Attorneys General Act ("PAGA Payment"), of which the LWDA will be paid 75% and the remaining 25% (i.e., Five Thousand Dollars (\$5,000)) will be a part of the Net Settlement Fund for distribution to Settlement Class Members.

Class Members are eligible to receive payment under the Settlement of their share of the Net Settlement Fund ("Individual Settlement Payment") based on the number of workweeks during the Class Period in which the Class Member worked at least one (1) day ("Workweeks").

The Settlement Administrator has divided the Net Settlement Fund by the total number of Workweeks of all Class Members to arrive at a value per Workweek, and multiplied each Class Member's individual Workweeks by the value per Workweek to yield his or her estimated gross Individual Settlement Payment that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely request for exclusion from the Settlement ("Settlement Class Members") will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as one-third (1/3) wages which will be reported on an IRS Form W2 and two-thirds (2/3) penalties, interest, and other non-wage restitution which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Payment will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of Individual Settlement Payments.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed**

is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

From April 10, 2015 to April 10, 2020, you worked for Defendant as a non-exempt or hourly-paid employee in California for [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Action (*Kristy Minor v. HSNi, LLC*, Case No. CIVDS1910946); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below, postmarked **no later than [the Response Deadline]**.

C. Your Estimated Individual Settlement Payment

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED]. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date (the date on which both of the following have occurred: (i) final approval of the Settlement is granted by the Superior Court of California for the County of San Bernardino or other court assuming jurisdiction of this matter; and (ii) the Court's Judgment approving the Settlement becomes Final), Plaintiff and all Class Members who do not submit a valid and timely request for exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims.

"Released Claims" means any and all claims, debts, liabilities, demands, obligations, liquidated damages, penalties, interest, wages, compensation, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, under any legal theory under federal and state law that are based on claims set forth in the Operative Complaint for the Class Period, as well as any and all claims and allegations that were or could have been raised in this Action, including claims raised under the applicable IWC Wage Orders and California Labor Code, including sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802 as well as claims under the California Unfair Competition Law, Business and Professions Code section 17200 *et seq.*, and the Private Attorney Generals Act, California Labor Code section 2698 *et seq.*

"Released Parties" means Defendant, and all of its former or present parents, subsidiaries, affiliates, joint ventures, partners, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, shareholders, profit sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, fiduciaries, and the predecessors and successors, legal representatives of all such entities and individuals, and any other person acting by through, under or in concert with any of them.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to one-third (1/3) of the Gross Fund Value (i.e., an amount of up

to \$366,666.67) and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars (\$30,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Gross Fund Value. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Service Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000) (“Service Payment”), in recognition of her services in connection with the Action. The Service Payment will be paid from the Gross Fund Value, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Dollars (\$9,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing requests for exclusion from the Settlement, objections to the Settlement, and disputes regarding Workweeks, calculating Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Fund Value, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement.

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written request for exclusion to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Kristy Minor v. HSNI, LLC*, Case No. CIVDS1910946); (b) contain your full name, address, telephone number, and last four digits of your Social Security Number; (c) contain a statement clearly indicating that you do not wish to be included in the Settlement; and (d) be mailed to the Settlement Administrator, postmarked **no later than [Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

[Fax Number]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely request for exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely request for exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a request for exclusion from the Settlement,

by submitting a written objection to the Settlement Administrator or appearing at the Final Approval Hearing.

An objection must: (a) contain the case name and number of the Action (*Kristy Minor v. HSNi, LLC*, Case No. CIVDS1910946); (b) contain your full name, address, telephone number, and last four digits of your Social Security number; (c) clearly state the legal and factual basis for the objection; (d) state whether you intend to appear at the Final Approval Hearing; and (e) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S26 of the San Bernardino County Superior Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Service Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by visiting the civil clerk's office, located at 247 West Third Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>, clicking "Accept (Civil)," clicking "Civil, Fam law, Sm Cl, Probate," clicking "Case Number Search," selecting "CIV" as the Case Type and typing in the Court Case Number "DS1910946."

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**