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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

EARL URIZAR, 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.

INLAND KENWORTH US INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 20STCV30676

Honorable Kenneth R. Freeman
Department SSC14

CLASS ACTION

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

Date: May 4, 2021
Time: 11:00 a.m.
Department: SSC14

Complaint Filed: August 12, 2020
Trial Date: None Set

1 This matter has come before the Honorable Kenneth R. Freeman in Department SSC14 of
2 the Superior Court of the State of California, for the County of Los Angeles, on May 4, 2021 at
3 11:00 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Earl Urizar ("Plaintiff"), individually and on behalf of
5 all others similarly situated and other aggrieved employees and Landegger Baron Law Group, ALC
6 appears as counsel for Defendant Inland Kenworth US Inc. ("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 Stipulation of Class and PAGA Settlement
12 ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 1" to the
13 Declaration of Edwin Aiwarzian in Support of Plaintiff's Motion for Preliminary Approval of Class
14 Action Settlement. This is based on the Court's determination that the Settlement falls within the
15 range of 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.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration
3 Costs, and payments to the Settlement Class Members provided thereby, appear to be within the
4 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
5 Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement
6 and preliminarily finds that the monetary settlement awards made available to the Class Members
7 are fair, adequate, and reasonable when balanced against the probable outcome of further litigation
8 relating to certification, liability, and damages issues.

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

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

21 All current and former hourly-paid, nonexempt employees who worked for
22 Defendant at any time from August 12, 2016 through March 1, 2021.

23 7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
24 ("Class Counsel").

25 8. The Court provisionally appoints Plaintiff Earl Urizar as the representative of the
26 Class ("Class Representative").

27 9. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix") to
28 handle the administration of the Settlement ("Settlement Administrator").

1 10. Within twenty-one (21) calendar days of Preliminary Approval, Defendant shall
2 provide the Settlement Administrator with the following information about each Class Member: full
3 name, last known mailing address, Social Security number, and dates worked for Defendant during
4 the Class Period (collectively referred to as the “Class List”) in conformity with the Settlement
5 Agreement.

6 11. The Court approves, both as to form and content, the Notice of Class Action
7 Settlement (“Notice”) attached hereto as “**EXHIBIT A.**” The Notice shall be provided to Class
8 Members in the manner set forth in the Settlement Agreement. The Court finds that the Notice
9 appears to fully and accurately inform the Class Members of all material elements of the Settlement,
10 , of Class Members’ right to be excluded from the Settlement, of Class Members’ right to dispute
11 the number of Workweeks credited to each of them, and of each Participating Class Member’s right
12 and opportunity to object to the Settlement. The Court further finds that distribution of the Notice
13 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that
14 all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due
15 process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
16 further orders the Settlement Administrator to mail the Notice by First-Class U.S. mail to all Class
17 Members within fourteen (14) calendar days of receipt of the Class List, pursuant to the terms set
18 forth in the Settlement Agreement.

19 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
20 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
21 to be excluded from the Settlement by submitting a timely written opt out request in conformity with
22 the requirements set forth in the Notice, to the Settlement Administrator, postmarked no later than
23 the date which is sixty (60) calendar days from the initial mailing of the Notice to Class Members
24 (“Response Deadline”), or, in the case of a re-mailed Notice, the Response Deadline will be extended
25 by fifteen (15) calendar days from the date of the original sixty (60) calendar day deadline. Any
26 such person who timely and validly chooses to opt out of, and be excluded from, the Settlement will
27 not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have
28 any right to object, appeal, or comment thereon. Class Members who have not submitted a timely

1 and valid request to be excluded from the Settlement (i.e., Settlement Class Member) shall be bound
2 by the Settlement Agreement and any final judgment based thereon.

3 13. A Final Approval Hearing shall be held before this Court on
4 _____ at _____ a.m./p.m. in
5 Department SSC14 of the Los Angeles County Superior Court, located at Spring Street Courthouse,
6 312 N. Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning
7 the Settlement, including: whether the proposed settlement of the action on the terms and conditions
8 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
9 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the
10 plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable
11 to the Class Members; and determine whether to finally approve the requests for the Attorneys' Fees
12 and Costs, Enhancement Payment, and Settlement Administration Costs.

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

18 15. To object to the Settlement, a Class Member must either mail the objection to the
19 Settlement Administrator with a written notice of objection on or before the Response Deadline or
20 present their objection at the Final Approval Hearing. A written notice of objection must be signed
21 and must contain the information that is required, as set forth in the Notice, including and not limited
22 to the grounds for the objection.

23 16. The Settlement is not a concession or admission, and shall not be used against
24 Defendant as an admission or indication with respect to any claim of any fault or omission by
25 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
26 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
27 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
28 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.

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

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

IT IS SO ORDERED.

Dated: _____

By:

The Honorable KENNETH R. FREEMAN
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Earl Urizar v. Inland Kenworth US Inc.
Superior Court of California for the County of Los Angeles, Case No. 20STCV30676

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 Earl Urizar (together, "Plaintiff") and Defendant Inland Kenworth US Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Earl Urizar v. Inland Kenworth US Inc.*, Los Angeles County Superior Court, Case No. 20STCV30676 ("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 hourly, non-exempt employees who worked for Defendant at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from August 12, 2016 through [Preliminary Approval or March 1, 2021, whichever date is earlier].

II. BACKGROUND OF THE LAWSUIT

On August 12, 2020, Earl Urizar commenced a putative class action lawsuit by filing the Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Los Angeles County Superior Court, Case No. 20STCV30676. 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 mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Stipulation of Class 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 Phoenix Settlement Administrators as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Earl Urizar as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Edwin Aiwarzian
Arby Aiwarzian
Lawyers for Justice, PC

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 seven hundred thousand dollars (\$1,700,000.00) (the "Total Settlement Amount"). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Total Settlement Amount 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 35% of the Total Settlement Amount (i.e., \$595,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Thousand Dollars (\$20,000) to Class Counsel; (2) Enhancement Payment in an amount not to exceed seven thousand five hundred dollars (\$7,500.00) to Plaintiff for his services in the Action; (3) payment to the California Labor and Workforce Development Agency ("LWDA") in the amount of seventy five thousand dollars (\$75,000.00) for its 75% portion of the PAGA Amount ("LWDA Payment"); and (4) Settlement Administration Costs in an amount not to exceed Eleven Thousand Dollars (\$11,000) to the Settlement Administrator. Note: a total of one hundred thousand dollars (\$100,000.00) from the Total Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% and the remaining 25% (i.e., twenty-five thousand dollars (\$25,000.00)) will be a part of the Net Settlement Amount for distribution to Settlement Class Member.

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks that each Class Member was credited to have worked for Defendant as an hourly-paid, non-exempt employee during the Class Period ("Workweeks"), which will be calculated by determining the number of days between the start and end dates of employment as an hourly-paid, non-exempt employee during the Class Period, divided by seven (7). Each Class Member will be credited with at least one (1) Workweek.

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share 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 ("Settlement Class Members") will be issued payment of their final Individual Settlement Share.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages which will be reported on an IRS Form W2 and eighty percent (80%) penalties, interest, and non-wage damages which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment").

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 August 12, 2016 to [Preliminary Approval or March 1, 2021, whichever date is earlier], you worked for Defendant as an hourly-paid, non-exempt employee in California for [] 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 Lawsuit (*Earl Urizar v. Inland Kenworth US Inc.*, Case No. 20STCV30676); (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 Share

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ []. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share 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 Share 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 and full funding of the Total Settlement Amount, 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 he or she may have or had. As to any Settlement Class Member who cashes and/or negotiates the check representing their Individual Settlement Payment, the signing and negotiation of that check will serve as the Settlement Class Member's consent to join the action for purposes of releasing the Released Claims arising under the Fair Labor Standards Act ("FLSA").

"Released Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action alleged or which could have been alleged based on the facts in Plaintiff's Operative Complaint in this Action during the Class Period, under any federal, state or local law, and shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, violation of California Labor Code §§ 201, 202, 203, 204, 210, 226 et seq., 226.3, 226.7, 510, 512, 551, 552, 558 et seq., 558.1, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission Wage Orders, and all claims for attorneys' fees and costs and statutory interest in connection therewith, Business and Professions Code sections 17200, et seq., and all claims and civil penalties under the Private Attorneys General Act [Cal. Lab. Code §§ 2699, et seq.], including all attorneys' fees and costs related thereto, and any other claims, including claims for statutory and/or civil penalties, pertaining to the Class Members which were alleged or could have been alleged in the Operative Complaint based upon the allegations and claims contained in the Operative Complaint. This release is limited in time to the Class Period covering the Settlement Class Members who worked for the Released Parties in the State of California.

"Released Parties" means Defendant, Inland Kenworth US Inc., and its respective owners, agents, attorneys, insurers, past, present and future companies, divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, privies, and/or any and all persons and/or corporate entities 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 thirty-five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$595,000.00) and reimbursement of litigation costs and expenses in an amount of up to twenty thousand dollars (\$20,000) (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 Total Settlement Amount. 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. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of seven thousand five hundred dollars (\$7,500.00) ("Enhancement Payment"), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eleven Thousand Dollars (\$11,000) ("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, Notices of Objection, and disputes of Workweeks, calculating Individual Settlement Shares and Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, 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 ("Request for Exclusion") to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Earl Urizar v. Inland Kenworth US Inc.*, Case No. 20STCV30676); (b) be signed by you; (c) contain your full name, address, telephone number, and last four digits of your Social Security Number; (d) contain a statement clearly indicating that you do not wish to be included in the Settlement; and (e) be submitted to the Settlement Administrator by mail, postmarked **no later than [Response Deadline]**, at the following mailing address:

[Settlement Administrator]
[Mailing Address]

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, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) contain the case name and number of the Action (*Earl Urizar v. Inland Kenworth US Inc.*, Case No. 20STCV30676); (b) contain your full name, signature, address, and telephone number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; 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 SSC14 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012, 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, Enhancement 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 remotely 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 Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, California 90012, during business hours, or by online by visiting the following website: <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

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.