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

GREGORY SCHAEFER, 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,

vs.

DENSO PRODUCTS AND SERVICES
AMERICAS, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 19STCV00685

Honorable Elihu M. Berle
Department SSC6

CLASS ACTION

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

Date:	September 25, 2020
Time:	10:00 a.m.
Department:	SSC6

Complaint Filed:	January 10, 2019
FAC Filed:	August 13, 2020
Trial Date:	None Set

1 This matter has come before the Honorable Elihu M. Berle in Department SSC6 of the
2 Superior Court of the State of California, for the County of Los Angeles, on September 25, 2020 at
3 10:00 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Gregory Schaefer ("Plaintiff"), individually and on behalf
5 of all others similarly situated and other aggrieved employees and Ogletree, Deakins, Nash, Smoak
6 & Stewart, P.C. appears as counsel for Defendant Denso Products and Services Americas, Inc.
7 ("Defendant").

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

11 **IT IS HEREBY ORDERED THAT:**

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

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

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
24 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the case. It further appears that the Settlement has been reached as the result
26 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 Class Counsel Award, Service Award, LWDA Payment, Settlement Administration Cost, and
3 payments to the Settlement Class Members provided thereby, appear to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
5 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement awards made available to the Class Members are
7 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 or non-exempt employees who worked for
22 Defendant within the State of California at any time during the period from January
23 10, 2015 through June 2, 2020.

24 7. The Court provisionally appoints Edwin Aiwazian, Arby Aiwazian, and Stephanie
25 S. Poniek of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

26 8. The Court provisionally appoints Plaintiff Gregory Schaefer as the representative of
27 the Class ("Class Representative").

28 9. The Court provisionally appoints Atticus Administration, LLC ("Atticus") to handle
the administration of the Settlement ("Settlement Administrator").

1 10. Within twelve (12) calendar days after the date on which the Court enters this Order,
2 Defendant shall provide the Settlement Administrator a Microsoft Excel spreadsheet that contains
3 the following information about each Class Member: (a) full name; (b) last known address; (c) last
4 known telephone number; (d) Social Security number; (e) start and end dates of employment during
5 the Class Period; and (f) any additional information needed to calculate the Qualifying Workweeks
6 (collectively referred to as the “Class Data”) in conformity with the Settlement Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action
8 Settlement (“Class Notice”) attached hereto as **“EXHIBIT 1.”** The Class Notice shall be provided
9 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
10 Class Notice appears to fully and accurately inform the Class Members of all material elements of
11 the Settlement, of Class Members’ right to be excluded from the Settlement by submitting a written
12 request for exclusion to the Settlement (“Request for Exclusion”), of Class Members’ right to dispute
13 the Qualifying Workweeks credited to each of them, and of each Settlement Class Member’s right
14 and opportunity to object to the Settlement by submitting a written objection (“Notice of Objection”)
15 to the Settlement Administrator by the Response Deadline. The Court further finds that distribution
16 of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and
17 this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the
18 requirements of due process and shall constitute due and sufficient notice to all persons entitled
19 thereto. The Court further orders the Settlement Administrator to mail the Class Notice by First-
20 Class U.S. Mail to all Class Members no later than fourteen (14) calendar days after receipt of the
21 Class Data, pursuant to the terms set forth in the Settlement Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
24 to be excluded from the Settlement by submitting a timely Request for Exclusion in conformity with
25 the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later
26 than the date which is sixty (60) calendar days from the initial mailing of the Class Notice to Class
27 Members (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline
28 will be an additional fifteen (15) calendar days from the date of the original Response Deadline.

Any such person who timely and validly chooses to opt out of, and be excluded from, the Settlement will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who have not submitted a timely and valid Request for Exclusion (i.e., Settlement Class Member) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department SSC6 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, 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 Class Counsel Award, Service Award, and Settlement Administration Cost.

14. Class Counsel shall file a motion for final approval of the Settlement and for Class Counsel Award, Service Award, and Settlement Administration Cost, 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 Notice of Objection to the Settlement Administrator by the Response Deadline. The Notice of Objection must be signed, postmarked by the Response Deadline, and must contain all 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.

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 Elihu M. Berle
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Superior Court of the State of California for the County of Los Angeles
Gregory Schaefer v. Denso Products and Services Americas, Inc., Case No. 19STCV00685

To: All current and former hourly-paid or non-exempt employees who worked for Denso Products and Services Americas, Inc. (“Defendant”) within the State of California at any time during the period from January 10, 2015 to June 2, 2020.

***A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected whether you act or don’t act.***

Your rights and each option – and the deadlines to exercise each of them – are explained in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
TO RECEIVE A SETTLEMENT PAYMENT	The estimated amount of your Individual Settlement Payment is shown below in Section 8. To receive your payment, all you need to do is to keep the Settlement Administrator informed of your current mailing address if it is different from the address that the Notice was mailed. Once the Court grants final approval of the Settlement, the Settlement Administrator will mail your check to the address on file for you.
CHANGE CONTACT INFORMATION	Update your personal information with the Settlement Administrator to ensure your Individual Settlement Payment check is sent to the correct address.
OPT OUT	You can exclude yourself (“opt out”) from the Settlement if you do not wish to participate in the Settlement by following the requirements set forth below in Section 11. If you opt out, you will not receive an Individual Settlement Payment. This is the only option that allows you to pursue your own lawsuit against Defendant about the legal claims in this case.
OBJECT	If you do not agree with the Settlement and think that the Settlement is not fair, you can object to the Settlement as long as you have not opted out of the Settlement, by following the requirements set forth below in Section 14.
DO NOTHING	If you do nothing, that is, do not return a timely request to be excluded, you will receive an Individual Settlement Payment, and will be bound by the terms of the Settlement and releases described in this Notice.

BASIC INFORMATION

1. Why did I get this notice?

You received this notice because the records of Denso Products and Services Americas, Inc. (“Defendant”) indicate you worked as an hourly-paid or non-exempt employee in California at any time from January 10, 2015 through June 2, 2020 (“Class Member(s”).

The purpose of this notice is to explain the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Superior Court of the State of California for the County of Los Angeles. The case is known as *Gregory Schaefer v. Denso Products and Services Americas, Inc.*, Case No. 19STCV00685 (“Action” or “Lawsuit”).

2. What is this Lawsuit about?

The Lawsuit was originally filed on January 10, 2019, on August 13, 2020, Plaintiff Gregory Schaefer (“Plaintiff” or “Mr. Schaefer”) filed the First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698 Et Seq. (“Operative Complaint”) in the Action on behalf of all hourly-paid or non-exempt employees for alleged violations of California wage-and-hour laws. Plaintiff alleges the following causes of action against Defendant on behalf of himself and on behalf of the class: (1) failure to pay overtime wages; (2) failure to provide compliant meal periods and pay premiums; (3) failure to provide compliant rest periods and pay premiums; (4) failure to pay minimum wages; (5) failure to pay timely final wages; (6) failure to pay timely wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse business expenses; (10) violation of California Business and Professions Code section 17200, *et seq.*; and (11) violation of Private Attorneys General Act of 2004 (“PAGA”), California Labor Code section 2698, *et seq.*

Defendant denies the allegations in the Lawsuit and contends that it has complied at all times with the California Labor Code. The settlement is not an admission of any wrongdoing by Defendant or an indication that any law was violated.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Plaintiff) sue on behalf of themselves and other people who have similar claims. The group of people with similar claims is called a “Class.” Each person covered by the class definition is a “Class Member.” One Court resolves the issues for all Class Members, except for those who request to be excluded from the Settlement.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. There was no trial. Instead, both sides agreed to a no-fault settlement of the Lawsuit (“Settlement”). That way, they avoid the cost of a trial and the people affected can get compensation from the Settlement. Mr. Schaefer, who was appointed the Class Representative, and his attorneys believe the Settlement is best for all Settlement Class Members.

5. Who are the Attorneys for the Parties?

Counsel for Plaintiff and the Class

Edwin Aiwanian
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020

Counsel for Defendant

Evan R. Moses
Aaron H. Cole
Julie Gladstone
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, California 90071
Telephone: 213.239.9800

If you have questions regarding this Settlement, you should contact attorneys for Plaintiff (“Class Counsel”) or the Settlement Administrator.

THE TERMS OF THE SETTLEMENT

6. What is the Settlement amount and how will the Individual Settlement Payment be calculated?

The proposed Settlement provides for a payment of \$1,750,000.00 to fully and finally resolve all claims in the Lawsuit (referred to as the “Maximum Settlement Amount”). Plaintiff will apply to the Court for: attorneys’ fees of up to 35% of

the Maximum Settlement Amount, or \$625,500.00, and reimbursement of litigation costs of up to \$20,000.00 to Class Counsel (together, "Class Counsel Award"); a Service Award of \$7,500.00 to Plaintiff for his work and efforts in prosecuting this case; and Settlement Administration Costs estimated not to exceed \$15,000.00. The exact amount of the Class counsel Award, Class Representative Service Award, and Settlement Administration Costs will be determined by the Court at a Final Approval Hearing, but will not exceed the amounts set forth above. The proposed Settlement provides for an allocation of \$300,000.00 from the Maximum Settlement Amount for settlement of claims for civil penalties under the PAGA ("PAGA Payment"), with \$225,000.00 (75% of the PAGA Payment) being allocated to the California Labor and Workforce Development Agency ("LWDA Payment"). No portion of the Maximum Settlement Amount will be returned to Defendant under any circumstances.

The Maximum Settlement Amount less the Service Award, Class Counsel Award, LWDA Payment, and Settlement Administration Costs is the "Net Settlement Amount," which is the amount available to Class Members who do not opt out of the Settlement ("Settlement Class Members"). The Net Settlement Amount will be apportioned and paid out entirely, automatically, to all Settlement Class Members.

Settlement Class Members who do not opt out of the settlement will receive their share of the Net Settlement Amount based on the number of Qualifying Workweeks he or she worked during the period from January 10, 2015 through June 2, 2020 ("Class Period"). The Settlement Administrator will calculate the number of Qualifying Workweeks based on the number of workweeks during which Class Members were employed during the Class Period. The amount allocated to each individual Settlement Class Members will be based on the individual Settlement Class Member's number of Qualifying Workweeks worked during the Class Period, divided by the sum of all Qualifying Workweeks worked by all Settlement Class Members during the Class Period, and multiplied by the Net Settlement Amount.

Based on this formula, you may expect to receive an estimated \$ [REDACTED], for each Qualifying Workweek you worked during the Class Period.

7. How many Qualifying Workweeks am I credited with and what do I do if it is wrong?

According to Defendant's records:

From January 10, 2015 to June 2, 2020, you were employed by Defendant as an hourly-paid or non-exempt employee in California from [start date] to [end date] and are credited with [REDACTED] Qualifying Workweeks.

If you wish to dispute your dates of employment from January 10, 2015 to June 2, 2020 and number of Qualifying Workweeks credited to you, you must submit your dispute to the Settlement Administrator. The written dispute must: (a) contain your full name, mailing address, and the last four digits of your Social Security number; (b) be signed by you; (c) contain the case name and number of the Action (*Gregory Schaefer v. Denso Products and Services Americas, Inc.*, Case No. 19STCV00685); (d) clearly set forth the number of Qualifying Workweeks you contend are correct and attach all documentation supporting your contention; and (e) be returned mail to the Settlement Administrator at the address specified in Section 11 below, postmarked **no later than [the Response Deadline]**.

The Settlement Administrator will resolve any dispute regarding the dates of employment, or number of Qualifying Workweeks based on Defendant's records and any information you provide. The dates of employment supplied by Defendant will be presumed correct unless you supply company records from Defendant showing different dates of employment.

8. How much will my Individual Settlement Payment be?

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

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 with respect to the wages portion of Individual Settlement Payments and will only be

distributed if the Court approves the Settlement and after the Settlement goes into effect.

HOW TO GET A PAYMENT

9. How do I get my Individual Settlement Payment?

If you do nothing, you will automatically receive your Individual Settlement Payment after the Court approves the Settlement at a Final Approval Hearing. You must, however, notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. Your Individual Settlement Payment will be mailed to the last known address that the Settlement Administrator has on file for you.**

Settlement Class Members receiving an Individual Settlement Payment will be responsible for correctly characterizing this compensation for tax purposes and paying taxes due, if any.

10. What am I giving up to get an Individual Settlement Payment?

Unless you request to exclude yourself from the Settlement, you stay part of the Settlement Class. After the Court has approved the Settlement and Defendant has fully funded the Maximum Settlement Amount, each Settlement Class Member who has not submitted a timely and valid request to opt out from the Settlement will be bound by the judgment and thereby release Defendant Denso Products and Services Americas, Inc. and all of Defendant's past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers ("Released Parties") from all causes of action and factual or legal theories that were alleged in Operative Complaint or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, including all of the following claims for relief: (a) failure to pay minimum wages, base rate wages, overtime wages, time-and-a-half, and double time wages; (b) failure to provide meal breaks and pay proper meal break premiums; (c) failure to provide rest periods and pay proper rest period premiums; (d) failure to provide accurate itemized wage statements; (e) failure to timely provide all wages owed at the end of employment; (f) failure to timely provide all wages owed during employment; (g) unfair business practices; (h) failure to keep required payroll records; (i) failure to reimburse required business expenses; (j) business and profession code claims; (k) civil penalties under the Private Attorneys General Act ("PAGA"); (l) any other claims or penalties under the wage and hour laws pleaded in the Action; and (m) all damages, penalties, interest and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including but not limited to the facts alleged in the Operative Complaint, the applicable Wage Orders as to the facts alleged in the Operative Complaint, and the California Unfair Competition Law ("Released Claims"). The period of the Release shall extend to the limits of the Class Period. The *res judicata* effect of the final judgment will be the same as the release of Released Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I get out of the Settlement?

If you wish to pursue your own separate lawsuit against Defendant for the claims asserted in the Lawsuit, or if you otherwise wish not to participate in the Settlement for whatever reason, you should exclude yourself from the Settlement (that is, opt out of the Settlement). To opt out and exclude yourself from the Settlement, you must provide a signed and dated letter to the Settlement Administrator requesting to opt out ("Request for Exclusion"). A complete and timely Request for Exclusion must: (a) contain your full name, address, and the last four digits of your Social Security number and/or Employee ID number; (b) be signed by you; (c) contain the case name and number of the Action (*Gregory Schaefer v. Denso Products and Services Americas, Inc.*, Case No. 19STCV00685); (d) contain the following statement, or something substantially similar: "I wish to opt out of the settlement of the class action lawsuit entitled *Schaefer v. Denso Products and Services Americas, Inc.*, Los Angeles County Case No. 19STCV00685. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement"; and (e) be mailed to the Settlement Administrator at the following address, postmarked by **[the Response Deadline]**;

DENSO CLASS ACTION
Settlement Administrator
c/o [REDACTED], Inc.
P. O. Box [REDACTED]
[REDACTED], [REDACTED]

12. If I don't opt out, can I sue Defendant for the same thing later?

No. Unless you opt out of the Settlement, you give up any right to sue Defendant for the claims that this Settlement resolves, for the period from January 10, 2015 through June 2, 2020. ***If you have a pending lawsuit, speak to your lawyer in that case immediately.*** You must opt out from this Settlement to continue your own lawsuit. Remember, the Response Deadline is [REDACTED], 2020.

13. If I opt out, can I get money from this Settlement?

No. If you opt out, you will not be a Settlement Class Member and will not receive an Individual Settlement Payment. The Individual Settlement Payment that you would have been entitled to receive will remain in the Net Settlement Amount and be subject to distribution to the remaining Settlement Class Members.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I don't like the Settlement?

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court that you don't agree with the Settlement or some part of it. The Court will consider your views. To object, you must send a written letter, which you sign, saying that you object to the Settlement ("Notice of Objection"). A valid and timely Notice of Objection must: (a) contain your full name, address, and the last four digits of your Social Security number and/or Employee ID number; (b) be signed by you; (c) contain the case name and number of the Action; (d) clearly state that you objects to the Settlement and the factual and legal basis for your objection; (e) if you are represented by counsel, the contact information for such counsel; and (f) be mailed to the Settlement Administrator, postmarked by [Response Deadline] (60 days of mailing) at address specified above in Section 11.

15. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You may object only if you remain a Settlement Class Member. Opting out is telling the Court that you do not want to be a Settlement Class Member. If you opt out, you have no basis to object because the case no longer affects you.

If you object to any of the terms of the Settlement, the Court will consider your objections when deciding whether to grant final approval to the Settlement.

THE COURT'S FINAL APPROVAL HEARING

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing in Courtroom SSC6 of the Superior Court for the State of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, California, 90012, on [REDACTED], 2020, at [REDACTED] a/p.m. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the Class Counsel Award, the Class Representative Service Award, and the Settlement Administration Costs.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. However, any Class Member who indicated in their Notice of Objection their intention to appear at the Final Approval Hearing will be notified by the Settlement Administrator or Class Counsel of any rescheduling of the date and time of the Final Approval Hearing.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. You are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you have mailed your written objection on time, the Court will consider it. You may also hire and pay your own lawyer to attend if you so desire.

GETTING MORE INFORMATION

18. Who may I contact if I have questions about the Settlement?

You may contact Class Counsel, at the contact information listed above in Section 5 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator by calling toll free 1-800- , or you can write to the Settlement Administrator, at the address shown in Section 11.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT'S MANAGERS, SUPERVISORS, OR THEIR ATTORNEYS FOR INFORMATION.

ADDITIONAL IMPORTANT INFORMATION

- A. **Defendant supports the Settlement and will not retaliate in any manner whatsoever** against any Settlement Class Member who chooses to participate in the Settlement and receives his/her Individual Settlement Payment, requests to opt out from the Settlement or objects to the Settlement.
- B. **It is your responsibility to ensure that the Settlement Administrator has your current mailing address and telephone number on file**, as this will be the address to which your Individual Settlement Payment will be sent if you did not request to opt out from the Settlement.
- C. **Individual Settlement Payment checks must be cashed soon after receipt.** Monies represented by checks that remain uncashed 180 calendar days after the date of issuance will be voided and the monies represented by those uncashed checks will be remitted to the Unpaid Wage Fund maintained by the Controller of the State of California to handle on your behalf. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.