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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

RAMIRO PEREZ, individually, and on
behalf of other members of the general public
similarly situated; KIM BALLING,
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;

Plaintiffs,

vs.

KAISER ALUMINUM CORPORATION, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 18STCV06639

Honorable Carolyn B. Kuhl
Department 12

CLASS ACTION

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

Date: August 25, 2021
Time: 10:30 a.m.
Department: 12

Complaint Filed: November 29, 2018
FAC Filed: April 16, 2021
Trial Date: None Set

1 This matter has come before the Honorable Carolyn B. Kuhl in Department 12 of the
2 Superior Court of the State of California, for the County of Los Angeles, on August 25, 2021 at
3 10:30 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers *for*
4 Justice, PC appears as counsel for Plaintiff Ramiro Perez, individually and on behalf of all others
5 similarly situated, and Plaintiff Kim Balling, individually and on behalf of all others similarly
6 situated and other aggrieved employees ("together, Plaintiffs") and Jackson Lewis, P.C. appears as
7 counsel for Defendant Kaiser Aluminum Corporation ("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 Plaintiffs' Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Stipulation and Agreement for Class Action
13 and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as
14 "EXHIBIT 1" to the Declaration of Edwin Aiwasian in Support of Plaintiffs' Motion for Preliminary
15 Approval of Class Action Settlement. This is based on the Court's determination that the Settlement
16 falls within 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 Attorneys' Fees and Costs, Incentive Awards, LWDA Payment, Settlement Administration Costs,
3 and payments to the Participating Class Members provided thereby, appear to be within the range
4 of 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) Plaintiffs' 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 Plaintiffs in their individual capacities and as the
18 representatives of the Class.

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

21 All current and former non-exempt employees who worked for Defendant within the
22 State of California at any time during November 29, 2014 through March 25, 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 Plaintiffs Ramiro Perez and Kim Balling as the
26 representatives of the Class ("Class Representatives").

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

1 10. Within fifteen (15) calendar days after entry of this Order, Defendant will provide
2 the Settlement Administrator a list with the following information for each Class Member: full name,
3 Social Security number, last known address, the dates of employment and number of weeks a Class
4 Member was employed during November 29, 2014 through March 25, 2021 (“Workweeks”), and
5 the amount, if applicable, of any Prior Settlement Payment to the Class Member (collectively
6 referred to as the “Class List”) 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 an opt
12 out request, of Class Members’ right to dispute the Workweeks credited to each of them, and of each
13 Participating Class Member’s right and opportunity to object to the Settlement by submitting an
14 objection to the Settlement Administrator. The Court further finds that distribution of the Class
15 Notice substantially in the manner and form set forth in the Settlement Agreement and this Order,
16 and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements
17 of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
18 further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all
19 Class Members within fifteen (15) calendar days after receipt of the Class List, pursuant to the terms
20 set forth in the Settlement Agreement.

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
23 to be excluded from the Settlement by submitting a written request in conformity with the
24 requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or before
25 the date which is sixty (60) calendar days from the initial mailing of the Class Notice to Class
26 Members (“Notice Period”), or, in the case of a re-mailed Class Notice, the Notice Period will be
27 extended fifteen (15) calendar days. Any such person who timely and validly chooses to opt out of,
28 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 to be excluded from the Settlement (i.e., Participating Class Members) 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 12 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 Attorneys' Fees and Costs, Incentive Awards, LWDA Payment, and Settlement Administration Costs.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Incentive Awards, LWDA 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 mail a written objection to the Settlement Administrator postmarked by the close of the Notice Period. The objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection. Class Members may also appear at the Final Approval Hearing to object to the Settlement, whether or not they have objected in writing or notified the parties that they intend to appear.

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

1 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
2 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
3 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
4 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
5 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
6 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
7 implementation, interpretation, or enforcement of the Settlement.

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

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

17 **IT IS SO ORDERED.**

18
19 Dated: _____

By: _____
The Honorable Carolyn B. Kuhl
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

***Ramiro Perez v. Kaiser Aluminum Corporation* Los Angeles County Superior Court Case No. 18STCV06639**

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 matter.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement.

By order of the Superior Court of California for the County of Los Angeles (the "Court" or "Los Angeles County Superior Court"), you are notified that: preliminary approval of a class action settlement reached between Plaintiffs Ramiro Perez and Kim Balling ("Plaintiffs") and Defendant Kaiser Aluminum Fabricated Products, LLC ("Defendant"), was granted on March 25, 2021, in the case entitled *Ramiro Perez v. Kaiser Aluminum Corporation*, Los Angeles County Superior Court, Case No. 18STCV06639 (the "Action"), which may affect your legal rights.

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

I. IMPORTANT DEFINITIONS

"**Class**" means all current and former non-exempt employees who worked for Defendant within the State of California at any time during the Class Period .

"**Class Member**" means a member of the Class.

"**Class Period**" means the time period from November 29, 2014 through March 25, 2021.

II. BACKGROUND OF THE ACTION

On November 29, 2018, Plaintiff Ramiro Perez filed a Class Action Complaint for Damages ("Original Complaint") and commenced the Action against Defendant. On April 16, 2018, Plaintiffs filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorney Generals Act (together with the Original Complaint, "Complaints") which, among other things added Plaintiff Kim Balling . Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination and during 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 owes penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"). Plaintiffs seek, 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 and contends that, at all times, it has fully complied with all applicable federal, state, and local laws.

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 Settlement and Release ("Settlement" or "Settlement Agreement").

On March 25, 2021, the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrator as the administrator of the settlement ("Settlement Administrator"), Plaintiffs Ramiro Perez and Kim Balling as representatives of the Class ("Class Representatives"), and the following 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

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 Plaintiffs or to Class Members. Plaintiffs 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 the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement amount is Seven Hundred Thirty-Five Thousand Dollars (\$735,000) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not timely and validly request exclusion from the Settlement (“Participating Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less all prior payments previously paid by Defendant to Class Members in connection with prior agreements to release claims against Defendant (“Prior Settlement Payments”) in the amount of Three Hundred Forty Thousand Three Hundred Eighty-One Dollars (\$340,381.00) and the following payments which are subject to approval by the Court: (1) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars (\$8,000) to the Settlement Administrator; (2) attorneys’ fees in an amount not to exceed 27.5% of the Gross Settlement Amount (i.e., \$202,125) and reimbursement of litigation costs and expenses in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000) to Class Counsel (“Attorneys’ Fees and Costs”); (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 Amount (“LWDA Payment”); and (4) Incentive Awards in an amount up to Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Ramiro Perez and an amount up to Five Thousand Dollars to Plaintiff Kim Balling (for a total of \$12,500) for their services in the Action.

Note: a total of Twenty Thousand Dollars (\$20,000) from the Gross 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., \$25,000) will be a part of the Net Settlement Amount for distribution to Participating Class Members.

Participating Class Members will be entitled to receive payment under the Settlement of their share of the Net Settlement Amount (“Individual Settlement Payment”) based on number of weeks they were employed Defendant in California during the Class Period (“Workweeks”). A Participating Class Member will be credited one (1) Workweek for each calendar week during the Class Period the Class Member worked at least one day, as determined by Defendant’s records.

Individual Settlement Payments will be determined by dividing the Net Settlement Amount by the total number of Workweeks for all Participating Class Members (“Total Workweeks”) and multiplying the resulting figure by the number of each Participating Class Member’s individual Workweeks during the Class Period to yield his or her “Initial Share.” The Initial Share of any Participating Class Member who received a Prior Settlement Payment (“Previously Paid Participating Class Member”) will be reduced by the amount of his or her Prior Settlement Payment, and if the Prior Settlement Payment exceeds the Initial Share, his or her Initial Share will be reduced to zero. In no case will the amount subtracted for a Prior Settlement Payment exceed the individual Participating Class Member’s Initial Share. The total amount by which the Initial Shares of all Previously Paid Participating Class Members are reduced by Prior Settlement Payments will be redistributed to all Participating Class Members on a pro rata basis (“Share Redistribution”). Each Participating Class Member’s portion of the Share Redistribution will be added to his or her respective Initial Share, after reduction for any Prior Settlement Payment, to yield his or her 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 damages (which will be reported on IRS Form 1099, if

applicable). Individual Settlement Payments will be subject to reduction for the employee's share of payroll taxes and withholdings required under federal or state law on the wages portion of the Individual Settlement Payments, resulting in a net payment to the Participating Class Members.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating 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 your receipt of payment that you may be entitled to.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's payroll records:

From November 29, 2014 through March 25, 2021, you worked [REDACTED] Workweeks.

A description of how Workweeks were calculated and credited to Class Members is described above in Section III.A. If you wish to dispute the number of Workweeks credited to you, you may submit a dispute to the Settlement Administrator. The Workweeks dispute must: (1) contain your full name, address, telephone number, signature, and the last four digits of your Social Security number; (2) contain the case name and number of the Action (*Ramiro Perez v. Kaiser Aluminum Corporation*, Case No. 18STCV06639); (3) contain an explanation clearly indicating that you wish to dispute the number of Workweeks credited you; (4) attach all supporting documentation; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked **no later than [End of Notice Period]**.

C. Your Estimated Individual Settlement Payment

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you, subject to reduction for any Prior Settlement Payment you may have received.

You received a Prior Settlement Payment equal to \$ [REDACTED].

Your Individual Settlement Payment is estimated to be \$ [REDACTED].

The Individual Settlement Payment is subject to reduction for employee's share of payroll taxes and withholdings required under federal or state law on 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. You will receive an Individual Settlement Payment, which is your Individual Settlement Payment after reduction for employee's share of taxes and withholdings.

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. Released Claims

Upon the Effective Date, Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Participating 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.

"Released Claims" means any and all claims, whether known or unknown, against Defendant and the Released Parties that have been, or could have been, asserted against Defendant and the Released Parties that are or could have been alleged in the Operative Complaint, based on the facts alleged in the Operative Complaint during the Class Period. Without limiting the foregoing, and in addition to the foregoing, the Released Claims include claims for: failure to provide rest breaks and associated premiums; failure to provide meal periods and associated premiums; failure to pay minimum wages and overtime wages; failure to reimburse for business expenses; failure to provide accurate wage statements; failure to maintain accurate records; failure to pay timely final wages during employment and after separation; violations of the California Business and Professions Code section 17200, *et seq*; and civil penalties under California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code section 2698, *et seq*.

"Released Parties" means Defendant and its respective parents, subsidiaries, divisions, operating companies, joint venturers, related enterprises, staffing companies, affiliates, officers, directors, agents, insurers, reinsurers, employees, members, board members, partners, owners, shareholders, subrogors, subrogees, administrators, attorneys, or representatives and all of their predecessors, successors, and assigns.

E. Attorneys' Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to twenty-seven and a one-half percent (27.5%) of the Gross Settlement Amount (i.e., an amount of up to \$202,125) and reasonable litigation costs and expenses in an amount of up to Seventy-Five Thousand Dollars (\$75,000), to be paid from the Gross Settlement Amount, subject to approval by the Court. Class Counsel has been prosecuting the Action on behalf of Plaintiffs 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

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500) for Plaintiff Ramiro Perez and Five Thousand Dollars for Plaintiff Kim Balling (for a total of \$12,500) as Incentive Awards to Plaintiffs in recognition of their services in connection with the Action. The Incentive Awards will be paid from the Gross Settlement Amount subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Dollars (\$8,000) 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, Workweeks disputes, and objections to the Settlement, calculating Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and will be paid from the Gross 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 receive money from the Settlement, you do not have to do anything. You will automatically be 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 be deemed to have released the Released Claims against the Releasees as 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 may seek exclusion from the Settlement by submitting a written request to be excluded from the Settlement ("Request for Exclusion") to the Settlement Administrator at the following address:

Phoenix Settlement Administrator
[Address]

A Request for Exclusion must: (1) contain your full name, address, telephone number, signature, and the last four digits of your Social Security number; (2) contain the case name and number of the Action (*Ramiro Perez v. Kaiser Aluminum Corporation*, Case No. 18STCV06639); (3) contain a statement clearly indicating that you wish to be excluded from the Settlement; and (4) be mailed to the Settlement Administrator at the address listed above, postmarked **no later than [End of Notice Period]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid 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 Released Claims stated 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 timely and valid Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

Class Members may object to the terms of the Settlement as long as they have not submitted a Request for Exclusion.

To object, Participating Class Members may do so by way of a written objection that contains: (1) the Participating Class Member's full name, current address, and signature (2) the case name and number of the Action (*Ramiro Perez v. Kaiser Aluminum Corporation*, Case No. 18STCV06639); (3) a statement of the specific reasons why the objector believes the Settlement is unfair or objects to the Settlement; and (4) is mailed to the Settlement Administrator and postmarked **no later than [End of Notice Period]**. Participating Class Members may also appear at the Final Approval Hearing to object to the Settlement, whether or not they have objected in writing or notified the Parties that they intend to appear.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department SSC12 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 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 and whether the Attorneys' Fees and Costs to Class Counsel, Incentive Awards to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator should be awarded.

The hearing may be continued without further notice to the 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 at the Stanley Mosk Courthouse, located at 111 North Hill Street, Los Angeles, California 90012, during business hours

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.**