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

FARRAH FOWLER, 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.

TOTAL MERCHANT SERVICES, LLC, an
unknown business entity; TOTAL
MERCHANT SERVICES, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: BC722782

Honorable William F. Highberger
Department SSC10

CLASS ACTION

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

Date: March 11, 2022
Time: 11:00 a.m.
Department: SSC10

Complaint Filed: September 27, 2018
FAC Filed: January 10, 2022
Trial Date: None Set

1 This matter has come before the Honorable William F. Highberger in Department SSC10
2 of the Superior Court of the State of California, for the County of Los Angeles, on March 11, 2022
3 at 11:00 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers
4 for Justice, PC appears as counsel for Plaintiff Farrah Fowler ("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 Total Merchant Services, LLC ("Defendant").

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

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
12 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 1" to
13 the Declaration of Edwin Aiwasian in Support of Plaintiff's Motion for Preliminary Approval of
14 Class Action Settlement. This is based on the Court's determination that the Settlement falls within
15 the 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 Award, LWDA Payment, Settlement Administration Costs,
3 and 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 her 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, non-exempt employees who worked for Total
22 Merchant Services, LLC and/or Total Merchant Services, Inc. in California at any
 time from September 27, 2014 through December 1, 2020.

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 Farrah Fowler 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 the date of this Order, 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 the number of Workweeks worked
4 by the Class Member for Total Merchant Services, LLC and/or Total Merchant Services, Inc.
5 (together, “TMS”) in California during the Class Period (collectively referred to as the “Class List”)
6 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 A.**” 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 Settlement Class Member’s right and opportunity to object to the Settlement by serving an objection
14 on the Settlement Administrator. The Court further finds that distribution of the Class Notice
15 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that
16 all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due
17 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 fourteen (14) calendar days of 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 timely written Request for Exclusion in
24 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,
25 postmarked no later than the date which is forty-five (45) calendar days from the initial mailing of
26 the Class Notice to Class Members (“Response Deadline”). Any such person who timely and validly
27 chooses to opt out of, and be excluded from, the Settlement will not be entitled to any recovery under
28 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., 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 SSC10 of the Los Angeles County Superior Court, located at 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, Enhancement Award, and Settlement Administration Costs.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Award, 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 serve the Settlement Administrator with a written notice of objection on or before the Response Deadline. 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.

16. The Settlement is not a concession or admission, and shall not be used against TMS as an admission or indication with respect to any claim of any fault or omission by TMS. 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 TMS, including, but not limited to, evidence of a presumption,

1 concession, indication or admission by TMS of any liability, fault, wrongdoing, omission,
2 concession, or damage, except for legal proceedings concerning the implementation, interpretation,
3 or enforcement of the Settlement.

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

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

13 **IT IS SO ORDERED.**

14
15 Dated: _____

By:

The Honorable WILLIAM F. HIGHBERGER
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Fowler v. Total Merchant Services, LLC, et al.
Superior Court of California for the County of Los Angeles, Case No. BC722782

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 Farrah Fowler ("Plaintiff") and Defendant Total Merchant Services, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Fowler v. Total Merchant Services, LLC, et al.*, Los Angeles County Superior Court, Case No. BC722782 ("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 paid, non-exempt employees who worked for Total Merchant Services, LLC and/or Total Merchant Services, Inc. (together, "TMS") at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from September 27, 2014 through December 1, 2020.

II. BACKGROUND OF THE LAWSUIT

On September 27, 2018, Farrah Fowler commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. BC722782 (the "Action"). On January 10, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, *Et Seq.* ("Operative Complaint"). Plaintiff alleges that, with respect to its non-exempt California employees, TMS 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 the Labor Code Private Attorneys General Act, Cal. Labor Code § 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, statutory civil penalties, interest, and attorneys' fees and costs.

TMS denies all of the allegations in the Action, and further denies that it has engaged in any of the conduct alleged or violations of 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 Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [redacted] as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Farrah Fowler as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

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

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

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by TMS that the claims in the Action have merit or that TMS 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 Plaintiff’s or the Class Members’ claims and has determined only that certification of the Class is appropriate under California law for settlement purposes.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is three million dollars (\$3,000,000.00) (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.*, \$1,050,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed twenty-eight thousand dollars (\$28,000.00) to Class Counsel; (2) Enhancement Award in an amount not to exceed ten thousand dollars (\$10,000.00) to Plaintiff for her services in the Action; (3) payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of fifty six thousand two hundred fifty dollars (\$56,250.00) for its 75% portion of the PAGA Penalties (“LWDA Payment”); and (4) Settlement Administration Costs in an amount currently estimated not to exceed nine thousand dollars (\$9,000.00) to the Settlement Administrator for the reasonable cost and expense of administering the Settlement. Note: a total of seventy-five thousand dollars (\$75,000.00) from the Total Settlement Amount has been allocated toward PAGA penalties, of which the LWDA will be paid 75% and the remaining 25% (*i.e.*, eighteen thousand seven hundred fifty dollars (\$18,750.00)) will be a part of the Net Settlement Amount for distribution to Settlement Class Members.

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 TMS as an hourly paid, non-exempt employee during the Class Period (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the collective Workweeks of all Class Members to yield the “Estimated Workweeks Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweeks 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 one-third (1/3) wages, which will be reported on an IRS Form W-2; one-third (1/3) interest, which will be reported on an IRS Form 1099 (if applicable); and one-third (1/3) penalties, 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 September 27, 2014 to December 1, 2020, you worked for TMS as an hourly-paid, non-exempt employee in California for [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Lawsuit (*Fowler v. Total Merchant Services, LLC, et al.*, Case No. BC722782); (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 \$[REDACTED]. 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.

"Released Claims" means any and all claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities arising out of Plaintiff or Class Members' work for TMS in California during the Class Period, that were pled or could have been pled any claims that were pled or could have been pled based on

the factual allegations in the Complaint, the proposed First Amended Complaint, or any amendments thereto by Plaintiff or the Class Members or any of their respective heirs, executors, administrators, beneficiaries, predecessors, successors, attorneys, assigns, agents, and/or representatives against Defendant and the Released Parties based on the factual allegations contained in the Complaint, the proposed First Amended Complaint, or any amendments thereto, including, but not limited to: claims under federal, state, or local law for 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, interest, statutory and civil penalties (including waiting time penalties and late payment penalties pursuant to Labor Code sections 203 and 204, wage statement and recordkeeping penalties pursuant to Labor Code sections 226 and 1174, and civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code sections 2698, *et seq.*) (“PAGA”)), claims pursuant to Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802, the Industrial Welfare Commission Wage Orders, and claims under Business and Professions Code sections 17200, *et seq.*, claims for attorneys’ fees and costs, conversion, fraud, common count, and unfair business practices. Released Claims include all claimed or unclaimed compensatory, consequential, incidental, liquidated, punitive and exemplary damages, restitution, interest, costs and fees, injunctive or equitable relief, and any other remedies available at law or equity allegedly owed or available to the Class arising out of Plaintiff or Class Members’ work for TMS in California during the Class Period that were pled or could have been pled based on the factual allegations in the Complaint, the proposed First Amended Complaint, or any amendments thereto against the Released Parties for the time period during the Class Period.

“Released Parties” means Total Merchant Services, LLC and Total Merchant Services, Inc., and, with respect to each such entity, all of its current or former parent companies, subsidiary companies and/or related companies (including, but not limited to, NAB-TMS, LLC and North American Bancard, LLC), partnerships, joint ventures, and/or staffing agencies, and, with respect to each of them, all of their and/or such related entities’ predecessors, and, with respect to each such entity, all of its past and present employees, officers, partners, principals, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers (including, but not limited to, AIG Claims, Inc. and AIG Specialty Insurance Company), employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this subsection.

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 \$1,050,000.00) and reimbursement of litigation costs and expenses in an amount of up to twenty-eight thousand dollars (\$28,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from, and not in addition to, 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 Award to Plaintiff

Plaintiff will seek the amount of ten thousand dollars (\$10,000.00) to her (“Enhancement Award”), in recognition of her services in connection with the Action. The Enhancement Award will be paid from, and not in addition to, the Total Settlement Amount, subject to approval by the Court. If awarded, the Enhancement Award will be paid to Plaintiff in addition to her Individual Settlement Payment to which she is entitled under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed nine thousand dollars (\$9,000.00) (“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. The Settlement Administration Costs shall be paid from, and not in addition to, 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, and timely do so, 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 attorneys’ fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorneys’ 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 (*Fowler v. Total Merchant Services, LLC, et al.*, Case No. BC722782); (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 (*Fowler v. Total Merchant Services, LLC, et al.*, Case No. BC722782); (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 SSC10 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 Award 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 either in person or 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.**