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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

12 BRYAN HARRIS; individually, and on
13 behalf of other members of the general
14 public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

15 Plaintiff,

16 vs.

17 TVI, INC. D/B/A SAVERS, VALUE
18 VILLAGE & VILLAGE DES VALEURS,
an unknown business entity; SAVERS,
INC., an unknown business entity; and
DOES 1 through 100, inclusive,

19 Defendants.
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Case No.: BC612403

Honorable Carolyn B. Kuhl
Department SSC12

CLASS ACTION

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

Date: TBD
Time: TBD
Dept: SSC12

Complaint Filed: March 1, 2016
FAC Filed: May 31, 2016
SAC Filed: December 27, 2018
Trial Date: None Set

1 This matter has come before the Honorable Carolyn B. Kuhl in Department SSC12 of the
2 Superior Court of the State of California, for the County of Los Angeles, Spring Street Courthouse
3 with Lawyers *for* Justice, PC appearing as counsel for Plaintiff Bryant Harris ("Plaintiff"),
4 individually and on behalf of all others similarly situated and other aggrieved employees, and
5 Jackson Lewis P.C., appearing as counsel for Defendants TVI, Inc. d/b/a Savers, Value Village &
6 Village Des Valeurs and Savers, Inc. ("Defendants"). The Court, having carefully considered the
7 papers, argument of counsel, and all matters presented to the Court, and good cause appearing,
8 hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED THAT:**

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

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

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

26 4. The Court preliminarily finds that the Settlement, including the allocations for the
27 Attorneys' Fees and Costs, Enhancement Payment, PAGA Settlement Amount, Settlement
28 Administration Costs, and payments to the Participating Class Members provided thereby, appear

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

7 5. The Court conditionally certifies, for settlement purposes only, the Class, defined
8 as follows:

9 All individuals who were employed by Defendant in California as "exempt"
10 Retail Sales Managers at any time during the period from March 1, 2012 through
December 31, 2016.

11 6. The Court provisionally appoints the law firms of Lawyers *for* Justice, PC and
12 Righetti Glugoski, P.C. as Class Counsel.

13 7. The Court provisionally appoints Plaintiff Bryant Harris as the Class
14 Representative.

15 8. The Court provisionally appoints RG/2 Claims Administration LLC as the
16 Settlement Administrator.

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

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1 10. Within fourteen (14) calendar days of the date of this Order, Defendants shall
2 provide the Settlement Administrator with the Class Data and List, in conformity with the
3 Settlement Agreement.

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

18 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
19 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may
20 choose to be excluded from the Settlement by submitting a timely written Request for Exclusion in
21 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator
22 postmarked or fax-stamped no later than forty-five (45) calendar days after the date on which the
23 Settlement Administrator initially mails the Class Notice to Class Members or, in the case of a re-
24 mailed Class Notice, no later than the date that is an additional fifteen (15) calendar days after the
25 45-day period (“Response Deadline”). Any such person who chooses to opt out of, and be
26 excluded from, the Settlement will not be entitled to an Individual Settlement Payment and will not
27 be bound by the Settlement or have any right to object, appeal, or comment thereon. Class
28 Members who have not submitted a timely Request for Exclusion (“Participating Class Members”)

1 shall be bound by the Settlement Agreement and any final judgment based thereon.

2 13. A Final Approval Hearing shall be held before this Court on
3 _____ at _____ a.m./ p.m. in
4 Department SSC12 of the Superior Court of California, for the County of Los Angeles County,
5 Spring Street Courthouse located at 312 North Spring Street, Los Angeles, California 90012, to
6 determine all necessary matters concerning the Settlement, including: whether the proposed
7 settlement of the Action on the terms and conditions provided for in the Settlement is fair,
8 adequate, and reasonable and should be finally approved by the Court; whether a judgment, as
9 provided in the Settlement, should be entered herein; whether the plan of allocation contained in
10 the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and
11 determine whether to finally approve the requests for Attorneys' Fees and Costs, Enhancement
12 Payment, Settlement Administration Costs, and LWDA Payment.

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

18 15. To object to the Settlement, a Participating Class Member must submit a written
19 Notice of Objection to the Settlement Administrator postmarked or fax-stamped no later than the
20 Response Deadline. The Notice of Objection must be signed and dated, and must contain the
21 information that is required, as set forth in the Class Notice, including and not limited to the
22 grounds for the objection.

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

1 evidence of a presumption, concession, indication or admission by Defendants of any liability,
2 fault, wrongdoing, omission, concession or damage.

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

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

12 **IT IS SO ORDERED.**

13
14 Dated: _____

By: _____

The Honorable Carolyn B. Kuhl
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Harris v. TVI, Inc. D/B/A Savers, Value Village & Village Des Valeurs, et al.
Superior Court of California for the County of Los Angeles, Case No. BC612403

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendants' 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 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, 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.

By order of the Superior Court of California for the County of Los Angeles (the "Court" or "Los Angeles County Superior Court"), in the case entitled *Harris v. TVI, Inc. D/B/A Savers, Value Village & Village Des Valeurs, et al.*, Los Angeles County Superior Court, Case No. BC612403 ("Action"), preliminary approval of a class action settlement was granted on [Date of Preliminary Approval]. A hearing shall be held on [hearing date] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Bryant Harris ("Plaintiff") and Defendant TVI, Inc. (erroneously sued as TVI, Inc. d/b/a Savers, Value Village & Village Des Valeurs) and Savers, LLC (erroneously sued as Savers, Inc.) ("Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the Action, which may affect your legal rights.

I. IMPORTANT DEFINITIONS

"Class" means all individuals employed by Defendants in California as "exempt" Retail Sales Managers at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from March 1, 2012 through December 31, 2016.

II. BACKGROUND OF THE ACTION

On March 1, 2016, Plaintiff Bryant Harris commenced a proposed class action against Defendants entitled *Harris v. TVI, Inc. D/B/A Savers, Value Village & Village Des Valeurs, et al.*, Los Angeles County Superior Court, Case No. BC612403. On May 31, 2016, Plaintiff filed the First Amended Class Action Complaint for Damages & Enforcement under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. On [DATE FAC IS FILED], Plaintiff filed the Second Amended Class Action Complaint for Damages & Enforcement under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"). Plaintiff alleges that Defendants misclassified Retail Sales Managers as "exempt" and failed to properly pay overtime wages, failed to provide compliant meal and rest breaks and associated premiums, failed to timely pay wages and associated waiting-time penalties, failed to provide accurate wage statements, failed to 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"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law and contend that at all times they have complied with federal, state, and local laws.

The Parties in a full-day mediation session with 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 and Release ("Settlement" or "Settlement Agreement").

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On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed RG/2 Claims Administration LLC as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Bryant Harris as representative of the Class ("Class Representative"), and the following law firms as counsel for the Class ("Class Counsel"):

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

Righetti Glugoski, P.C.
456 Montgomery Street, Suite 1400
San Francisco, California 94104
Telephone: (415) 983-0900/ Fax: (415) 397-9005

If you are a Class Member, you need not 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 Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff or to Class Members. Plaintiff and Defendants, 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 gross settlement amount is Three Hundred Fifty Thousand Dollars (\$350,000) (the "Maximum Settlement Amount"). The portion of the Maximum 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 Maximum 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 Maximum Settlement Amount (i.e., \$122,500) and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff for his services in the Action; (3) payment to the California Labor and Workforce Development Agency ("LWDA") for its portion of the PAGA Settlement Amount of Twenty Thousand Dollars (\$20,000) ("LWDA Payment") (i.e., \$15,000) to the LWDA; and (4) Settlement Administration Costs in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) to the Settlement Administrator.

Participating Class Members will be entitled to receive payment under the Settlement of their share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member was employed by Defendant as an "exempt" Retail Sales Manager in California during the Class Period, excluding any weeks during which a Class Member was on a leave of absence ("Workweeks"). Workweeks will be calculated by dividing the number of days each Class Member was employed by Defendant as an "exempt" Retail Sales Manager in California during the Class Period, by seven.

Each Individual Settlement Share shall be allocated thirty-three one-third percent (33⅓%) as wages which will be reported on an IRS Form W2 and thirty-three one-third percent (33⅓%) as penalties and thirty-three one-third percent (33⅓%) as interest and other non-wage damages which will be reported on an IRS Form 1099. Defendants' share of employer payroll taxes with respect to the wage-portion of the Individual Settlement Shares will be paid separately by Defendants and in addition to the Maximum Settlement Amount. Each Individual Settlement Share shall be subject to reduction for the employee's share of taxes and withholdings with respect to the wage portion of Individual Settlement Shares, resulting in a net payment to the Participating Class Member ("Individual Settlement Payment").

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 Defendants' Records

According to Defendants' records:

From March 1, 2012 through December 31, 2016, you worked for Defendants as an "exempt" Retail Sales Manager for [] Workweeks.

If you wish to dispute the Workweeks credited to you, you submit such dispute in writing to the Settlement Administrator. The written dispute must: (a) contain the case name and number of the Action (*Harris v. TVI, Inc. D/B/A Savers, Value Village & Village Des Valeurs, et al.*, BC612403); (b) be signed; (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 and/or attach evidence showing that the number of Workweeks credited to you is inaccurate; and (f) be returned by fax or mail to the Settlement Administrator at the address specified in Section IV.B below and/or fax number, postmarked or fax-stamped **no later than [the Response Deadline]**.

C. Your Estimated Individual Settlement Share

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ []. The Individual Settlement Share is subject to reduction for employee's share of taxes and withholding with respect to the wage-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. Released Claims

Upon the Effective Date, Plaintiff and all Class Members who do not timely and validly request exclusion from the Settlement (i.e., Participating Class Members) will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged all Released Claims he or she may have or had with respect to the Released Parties, except that, only Participating Class Members who cash, deposit, or otherwise negotiate their Individual Settlement Payment check will be deemed to have opted in to the Action under the FLSA and to have thereby settled and released the Released Claims that arise under the FLSA.

"Released Claims" means all claims under state, federal, or local law, whether statutory or otherwise, accruing during the Released Claims Period, that were pleaded in the Operative Complaint or that could have been pleaded based on the facts pleaded in the Operative Complaint, including and not limited to, for failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate wage statements, failure to pay due wages at termination, unfair or unlawful business practices in violation of California Business and Professions Code § 17200, et seq. based on the California Labor Code violations alleged in the Operative Complaint, violation of the Fair Labor Standards Act ("FLSA"), and civil penalties pursuant to California Labor Code § 2698, et seq. (Private Attorneys General Act) based on the California Labor Code violations alleged in the Operative Complaint, injunctive relief, liquidated damages, penalties, interest, fees, and costs.

"Released Claims Period" means the period from March 1, 2012 through the date Final Approval of the Settlement is granted by the Court.

"Released Parties" means Defendants and any of their former and present parents, subsidiaries, affiliates, divisions, and/or related entities, and their shareholders, officers, directors, employees, partners, shareholders, agents, attorneys, insurers, predecessors, successors, assigns, and/or legal representatives, and any individual or entity that could be jointly or severally liable for any of the Released Claims.

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 Maximum Settlement Amount (i.e., an amount of up to \$122,500) and reimbursement of litigation costs and expenses in an amount of up to Thirty-Five

Thousand Dollars (\$35,000), subject to approval by the Court. All Attorneys' Fees and Costs awarded by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500) as an Enhancement Payment, in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Maximum Settlement Amount subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payments that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Five Hundred Dollars (\$7,500) 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 Workweeks disputes, calculating Individual Settlement Shares and Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum 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 Released Parties 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 must seek exclusion from the Settlement by submitting a written Request for Exclusion to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Address]

A request for exclusion must: (a) contain the case name and number of the Action (*Harris v. TVI, Inc. D/B/A Savers, Value Village & Village Des Valeurs, et al.*, Case No. BC612403); (b) be signed by you; (c) contain your full name, address, telephone number, and last 4 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 or fax, postmarked or fax-stamped **no later than [Response Deadline]**

If the Court grants final approval of the Settlement, any Class Member who timely and validly requests exclusion from the Settlement will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement Agreement (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 request exclusion from the Settlement will be deemed a Participating Class Member 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

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion.

To object, you must do so in a writing that: (a) contains the case name and number of the Action (*Harris v. TVI, Inc. D/B/A Savers, Value Village & Village Des Valeurs, et al.*, Case No. BC612403); (b) contains your full name, signature, address,

and telephone number; (c) contains a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contains copies of any papers, briefs, or other documents upon which the objection is based; and (e) is mailed or faxed to the Settlement Administrator at the address in section IV.B above, postmarked or fax-stamped **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department SSC12 of the Los Angeles County Superior Court, located at the Spring Street Courthouse, 312 North 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 rule on Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to 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 documents filed in the Action at the Stanley Mosk Courthouse, located at 111 North Hill Street, Los Angeles, California 90012.

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.