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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

11 CORY WALKER, Individually and on Behalf of
12 Others Similarly Situated,

13 Plaintiff,

14 vs.

15 AUTO BRAKES, INC.; BRAKE MASTERS of
16 SACRAMENTO, INC.; and DOES 1-50,
17 inclusive,

18 Defendants.

Case No.: STK-CV-UOE-2021-0008725

[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT

Date:
Time: 9:00 am
Dept: 11B

21 Plaintiff Cory Walker's ("Plaintiff") Motion for Preliminary Approval of Class Action and
22 PAGA Settlement ("Motion for Preliminary Approval") came on for hearing on _____, at 9:00
23 a.m. in Department 11B of the above-captioned court. The Court, having fully and carefully reviewed
24 Plaintiff's Motion for Preliminary Approval, the memorandum and declarations in support thereof, and
25 the Settlement Agreement including the proposed Class Notice, hereby makes the following
26 determinations and orders¹:

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28
¹ All terms used in this Order Granting Preliminary Approval of Class Action and PAGA Settlement (the "Order")
shall have the same meanings given those terms in the Parties' Class Action and PAGA Settlement Agreement and Release

1. Plaintiff's Motion for Preliminary Approval of Class Action Settlement is GRANTED.
2. Plaintiff Cory Walker is preliminarily approved as Class Representative.
3. Mayall Hurley P.C. is preliminarily approved as Class Counsel.
4. ILYM Group, Inc. is preliminarily approved as the Settlement Administrator and shall administer the Settlement in accordance with the terms set forth in the Settlement Agreement and perform the functions set forth therein. The Court also preliminarily approves declared fees and costs of administering the Settlement of up to \$7,000.
5. The Class of employees covered by the Parties' Settlement consists of all current and former technicians employed by Defendant Brake Masters of Sacramento, Inc. in California during the period of April 8, 2019, through January 3, 2024.
6. The Class consists of 216 individuals.
7. The Court grants preliminary approval of the Settlement between Plaintiff and Defendants based upon the terms set forth in the Settlement Agreement. The Settlement Agreement appears to be fair, adequate, and reasonable, and the Court preliminarily approves the terms of the Settlement Agreement.
8. The Court approves, as to form and content, the Class Notice, in substantially the form attached hereto as **Exhibit 1**. The Court further approves the procedure by which Class Members may opt out of, and object to, the Settlement as set forth in the Settlement Agreement and the Class Notice.
9. The Court directs the mailing of the Class Notice in accordance with the terms of the Settlement Agreement and on the schedule set forth below. The Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth below, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.
10. Subject to further consideration by the Court at the time of the Final Approval Hearing, the proposed PAGA allocation of \$10,000 and payment to the LWDA is preliminarily approved.

("Settlement Agreement", "Settlement", or "SA"), a copy which is attached as **Exhibit 1** to the Declaration of Vladimir J. Kozina.

1 11. Subject to further consideration by the Court at the time of the Final Approval Hearing,
2 the proposed Enhancement Payment of \$7,500 to Plaintiff for his service as Class Representative is
3 preliminarily approved.

4 12. Subject to further consideration by the Court at the time of the Final Approval Hearing,
5 Class Counsel's request of attorneys' fees in the amount of \$66,666.67 and declared costs of up to
6 \$8,000 is preliminarily approved.

7 13. The Court adopts the following dates and deadlines:

8 Defendant to provide Class Data to the Settlement Administrator.	Within 15 calendar days of the Court's execution of the Order Granting Preliminary Approval.
9 Settlement Administrator to mail Class Notice.	Within 30 calendar days of the Court's execution of the Order Granting Preliminary Approval.
10 Deadline for Class Members to object to, or opt out of, the Settlement.	Within 45 calendar days after Notice mailed
11 Deadline for Plaintiff to file Motions for Final Approval, Attorneys' Fees, Costs, and Service Payments	Not less than 16 court days before the Final Approval hearing.
12 Final Approval Hearing.	Not less than 100 days after the date Plaintiff files his motion for preliminary approval.

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16 14. A Final Approval hearing on the question of whether the proposed Settlement,
17 attorneys' fees to Class Counsel, and the Class Representative's Enhancement Payment should be
18 finally approved as fair, reasonable and adequate is scheduled for _____ at
19 _____ in Department 11B of the above-captioned Court. The parties to the Agreement are directed
20 to carry out their obligations under the Settlement Agreement.

21
22 Dated: _____

23
24 _____
Judge of the Superior Court

Exhibit 1

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN JOAQUIN

CORY WALKER, Individually and on
Behalf of Others Similarly Situated,

Plaintiff,

vs.

AUTO BRAKES, INC.; BRAKE MASTERS
of SACRAMENTO, INC.; and DOES 1-50,
inclusive,

Defendants.

Case No.: STK-CV-UOE-2022-7517

NOTICE OF PENDENCY OF CLASS ACTION,
PRELIMINARY APPROVAL OF SETTLEMENT
AND HEARING FOR FINAL APPROVAL

IMPORTANT: THIS LEGAL NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT
CAREFULLY. YOU ARE NOT BEING SUED.

TO: Any and all persons who have been employed by Brake Masters of Sacramento, Inc. as
technicians in the State of California at any time from April 8, 2019, through January 3, 2024.

RE: Notice of settlement of a class action lawsuit for alleged wage and hour violations and
announcement of a court hearing that you may choose to attend. You are entitled to
receive a payment under the terms of this class action settlement.

YOUR OPTIONS UNDER THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be included as a member of the class, you will be bound by this Settlement, and you will receive a payment.
OBJECT	You may submit a written objection about why you believe that the Settlement is unfair. Any objection must be received by [REDACTED], 2024. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement.
OBJECT AND GO TO A HEARING	If you submit a written objection about why you believe that the Settlement is unfair, you may also speak to the Court about why you believe that the Settlement is unfair. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement.
EXCLUDE YOURSELF	If you wish to be excluded from the Settlement, you must submit a written election not to participate known as an “opt-out” by no later than [REDACTED], 2024. If you opt-out, you will not be bound by the Settlement and will not receive a payment.

1 **1. WHAT IS THIS LAWSUIT ABOUT?**

2 Plaintiff Cory Walker (“Plaintiff”) filed a class and representative action on August 5, 2022, entitled
3 *Walker v. Auto Brakes, Inc., et al.*, Case No. STK-CV-UOE-2022-7517, in the Superior Court of California
4 for the County of San Joaquin, against Defendants Auto Brakes, Inc. and Brake Masters of Sacramento, Inc.
5 (“Defendants”). On November 3, 2022, Plaintiff filed a First Amended Complaint.

6 Plaintiffs is represented by Mayall Hurley P.C., which has been appointed by the Court to act as
7 attorneys for the Class (referred to as “Class Counsel”).

8 In sum, Plaintiff alleges that Defendants failed to do the following with respect to Plaintiff and other
9 current and former technicians: 1) failed to pay minimum wages due, 2) failed to properly calculate and pay
10 overtime, 3) failed to furnish compliant meal periods, 4) failed to furnish compliant rest periods, 5) failed to
11 pay wages due at cessation of employment, 6) failed to furnish accurate itemized wage statements, 7)
engaged in unfair business practices based on the foregoing, and 8) representative claims under the
California Labor Code Private Attorneys’ General Act based on these allegations as well as a claim for
failure to reimburse for business expenses. Plaintiff also asserted individual claims alleging retaliation and
wrongful termination.

12 Defendants strongly deny liability for all of Plaintiff’s claims and have raised various factual and
13 legal defenses to these claims. Defendant has agreed to the proposed settlement without any admission of
wrongdoing.

14 **The Court has made no determination about the strengths and weaknesses of the claims or**
15 **contentions of either Plaintiff or Defendants. This Notice is not to be understood as an expression of**
16 **any opinion by the Court as to the merits of the claims or defenses asserted by either side.** There have
been ongoing investigations and substantial exchanges of information. As a result of settlement discussions,
the Parties reached a class settlement.

17 **2. WHY DID I RECEIVE THIS NOTICE?**

18 The Parties have settled this class action lawsuit. Your employment records indicate that you are a
19 member of the Class. If the Court approves the proposed settlement, your legal rights may be affected. This
20 Notice, which has been approved by the Court, is only a summary. A more detailed document, called the
21 “Class Action Settlement Agreement and Release”, containing the complete terms of the settlement, is on
file with the Court.

22 **3. WHO IS COVERED BY THE CLASS ACTION AND PROPOSED SETTLEMENT?**

23 **A. Who are the Class Members?**

24 The proposed settlement covers the claims of certain current and former employees of Defendant
25 (referred to as the “Settlement Class Members” and collectively as the “Settlement Class”). The Settlement
26 Class consists of any and all persons who have been employed by Brake Masters of Sacramento, Inc. in the
State of California at any time from April 8, 2019, through January 3, 2024 (the “Class Period”).

27 Defendants’ records indicate that you are a member of the Settlement Class. Defendants’ records
28 indicate that you worked for Brake Masters of Sacramento, Inc. from [DATES OF EMPLOYMENT].

1 There are approximately 216 individuals in the Settlement Class.

2 **B. What is the Effect of Membership in the Settlement Class?**

3 If you are a member of the Settlement Class defined above, you are automatically a Participating
4 Settlement Class Member unless you opt-out (i.e., exclude yourself from the Settlement by following the
5 procedures set forth in this Notice). If the Settlement is approved by the Court, you are entitled to payment
6 under the Settlement and will be bound by its terms. Individuals who opt-out will not be bound by the
7 Settlement and will not be eligible to receive a payment. However, if you are also a PAGA Settlement
8 Member, meaning you worked for Brake Masters of Sacramento, Inc. as a technician at some point during
the period of August 17, 2021, through January 3, 2024 (the "PAGA Period"), you will be bound by the
release of the PAGA claims set forth in the Settlement Agreement whether or not you choose to opt-out of
the Settlement.

9 **4. WHAT ARE THE TERMS OF THE SETTLEMENT?**

10 The proposed Settlement was agreed upon between Defendants and Class Counsel after a mediation
11 with Daniel Quinn, Esq. on January 3, 2024. Class Counsel believes that this Settlement, the terms of which
are summarized below, is fair, reasonable, adequate, and in the best interests of the Settlement Class.

12 **A. Overall Summary of the Settlement Terms.**

13 Defendants will pay \$200,000.00 to settle the claims of the Settlement Class (referred to as the
14 "Gross Settlement Fund"). The Gross Settlement Fund includes payments to Participating Settlement Class
15 Members and PAGA Settlement Members, the fees and costs of the Settlement Administrator, a required
16 payment to the State of California, the Class Representative Enhancement Payment for his service to the
Class, and Class Counsel's attorneys' fees and reasonable costs. The remainder, after deduction of these
payments is known as the "Net Settlement Amount."

17 **B. Costs of Claims Administrator.**

18 The Parties have agreed to employ ILYM Group, Inc. to serve as Settlement Administrator. The
19 Settlement Administrator's fees and costs for administering the Settlement, estimated to be no more than
20 \$7,000, if approved by the Court, will be paid out of the Maximum Settlement Amount.

21 **C. Class Representative Enhancement Payment.**

22 Plaintiff Cory Walker has been approved by the Court to serve as Class Representative. As Class
23 Representative, he is entitled to payment for his service to the Class. The Parties have agreed, and the Court
has preliminarily approved a payment of \$7,500 to Cory Walker for his service to the Class.

24 **D. Class Counsel's Fees and Costs.**

25 Class Counsel are entitled to attorney's fees and costs for representing the Class. Class Counsel will
26 request for attorneys' fees of one-third of the Gross Settlement Fund, or \$66,666.67, and reimbursement of
27 declared litigation costs of up to \$8,000.00. Defendants do not object to the fees and costs sought by Class
28 Counsel. The Court has preliminarily approved payment to Class Counsel in the amount set forth above.

E. Payment to the State of California.

The Settlement allocates \$10,000 of the Gross Settlement Fund to any civil penalties under the Private Attorneys General Act ("PAGA") that could be awarded as a result of the violations alleged. Of that amount, \$7,500 (75% of \$10,000) will be paid to the State of California's Labor and Workforce Development Agency, and the remaining \$2,500 (25% of \$10,000) will be included in the amounts paid to the Class. Defendants do not object to the PAGA allocation.

F. Individual Settlement.

The Parties have agreed to separately settle Plaintiff's individual claims for retaliation and wrongful termination for a total of \$112,500. This amount was negotiated separately from the Class and PAGA Claims and will be paid separately from the Gross Settlement Fund.

G. What Can I Expect to Receive?

i. Individual Settlement Payment:

Each Participating Settlement Class Member will receive a proportionate share of the remaining Net Settlement Amount equal to: (i) the number of weeks he or she worked during the Class Period based on the Class List provided by Defendants, divided by (ii) the total number of weeks worked by any and all Participating Settlement Class Members collectively, during the Class Period based on the same Class List, which is then multiplied by the remaining Net Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Each Participating Class Member whose employment with Defendant ended during the Class Period will be credited with an additional four workweeks for purposes of computing their Individual Settlement Share.

ii. Individual PAGA Payment:

Each Settlement Class Member who worked during the period of August 17, 2021, through January 3, 2024 is a PAGA Settlement Member. All PAGA Settlement Members will receive an Individual PAGA Payment calculated and apportioned from the 25% portion of the PAGA Settlement Amount allocated to PAGA Settlement Members on a pro rata basis depending on the number of "weeks worked" or "workweeks" in which a PAGA Settlement Member performed at least one day of work for Defendants during the PAGA Period. PAGA Settlement Members whose employment has ended will be credited an additional four (4) weeks worked for purposes of calculating their pro rata share of the PAGA Settlement Amount.

Defendants' records indicate that you are a member of the Settlement Class and [are/are not] a former employee. Its records also indicate that you worked [REDACTED] workweeks during the Class Period.

Defendants' records indicate that you [are/are not] a PAGA Settlement Member. Its records also indicate that you worked [REDACTED] workweeks during the PAGA Period.

It is estimated that your Individual Settlement Payment will be \$ [REDACTED] [and your PAGA Settlement Payment will be \$ [REDACTED]]. It will not be possible to know the exact amount of your payment until the Response Deadline has passed and the Settlement Administrator knows the number of Participating Settlement Class Members.

For tax purposes, the Individual PAGA Payments from the PAGA Settlement Amount will be treated as 100% penalties and will be reported on IRS Form 1099. Individual Settlement Payments will be allocated as follows: (i) One-third (33 1/3%) to settlement of wage claims and (ii) Two-thirds (66 2/3%) to settlement of claims for interest and statutory penalties. Nothing in this Notice, or in any of the settlement documents, is intended to provide any tax advice and you understand that Defendants, Defendants' counsel, Plaintiff, and Plaintiff's counsel are not giving any tax advice.

5. WHAT AM I GIVING UP IF I DO NOT OPT-OUT OF THE SETTLEMENT?

If the Settlement is approved, Plaintiff Walker, and each Participating Settlement Class Member, release and discharges Defendants and each of their past, present, and/or future, direct, and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint ventures ("Released Parties") from the following claims and liabilities (the "Released Class Claims"):

All claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities, or legal theories of relief, that are based on the facts and legal theories asserted in the operative complaint of the Action, or which relate to the primary rights asserted in the operative complaint, including without limitation claims for: (1) failure to pay minimum wage in violation of Labor Code sections 1194, 1197, 1198 and the applicable IWC Wage Order(s); (2) failure to pay overtime under California Labor Code §§ 510, 1194, 1198 and the applicable IWC Wage Order(s), (3) failure to furnish compliant meal periods in violation of Labor Code §§ 226.7, 512, and the applicable IWC Wage Order(s); (4) failure to furnish compliant rest periods in violation of Labor Code §§ 226.7, 512, and the applicable IWC Wage Order(s); (5) failure to pay wages due at cessation of employment in violation of Labor Code §§ 201-202; (6) failure to furnish accurate wage statements in violation of California Labor Code § 226(a); and (7) unlawful business practices under Unfair Competition Law including Business and Professions Code sections 17200 *et seq.*

In addition, as of the Effective Date, Plaintiff on behalf of himself, the Labor and Workforce Development Agency, and the other PAGA Settlement Members, release Defendants and Released Parties from any and all claims for civil penalties pursuant to PAGA based on the facts and legal theories asserted in the operative complaint of the Action, or which relate to the primary rights asserted in the operative complaint, including without limitation PAGA claims for (1) failure to pay minimum wage in violation of Labor Code sections 1194, 1197, 1198 and the applicable IWC Wage Order(s); (2) failure to pay overtime under California Labor Code §§ 510, 1194, 1198 and the applicable IWC Wage Order(s), (3) failure to furnish compliant meal periods in violation of Labor Code §§ 226.7, 512, and the applicable IWC Wage Order(s); (4) failure to furnish compliant rest periods in violation of Labor Code §§ 226.7, 512, and the applicable IWC Wage Order(s); (5) failure to pay wages due at cessation of employment in violation of Labor Code §§ 201-202; (6) failure to furnish accurate wage statements in violation of California Labor Code § 226(a); (7) failure to reimburse business expenses in violation of Labor Code section 2802. ("Released PAGA Claims").

If you do NOT exclude yourself by following the procedures set forth in this Notice and the Court approves the proposed Settlement, you will be deemed to have released the aforementioned claims, as appropriate, and will receive a payment. Even if you exclude yourself, you will still be bound by the release of the Released PAGA Claims if the Court approves this settlement.

1 **6. HOW DO I RECEIVE A PAYMENT?**

2 All Settlement Class Members will receive a payment under this Settlement unless they opt out. All
3 PAGA Settlement Members will receive a payment whether or not they opt out. If you are a Settlement
4 Class Member and/or PAGA Settlement Member and you move or change your address, and you want to
5 receive your payment at your new address, you must send a notice of your change of address to the
6 Settlement Administrator XXXXXX, ADDRESS, CITY, STATE ZIP, TELEPHONE, EMAIL.

7 **7. WHAT ARE MY RIGHTS AND OPTIONS?**

8 If you are a Settlement Class Member as defined above, you have the following rights and options
9 under the proposed Settlement:

10 **A. Participate in the Settlement, be represented by Class Counsel, and take no action.**

11 If you take no further action, you will be a Participating Settlement Class Member, will be
12 represented by Class Counsel, and will have the right to an Individual Settlement Payment. If the Settlement
13 is approved by the Court, you will be bound by the terms of the Settlement and, as set forth above, will be
14 deemed to have released your claims against Defendant. As a Participating Settlement Class Member, you
15 will not be charged for the services of Class Counsel.

16 **B. Participate in the Settlement but elect to hire your own attorney.**

17 If you do not wish to be represented by Class Counsel, you may hire your own attorney. Your
18 attorney must send a Notice of Appearance to the Settlement Administrator at the address listed below, so
19 that it is received no later than _____, ____ 2024. You will be responsible for any attorneys' fees and
20 costs charged by your attorney.

21 **C. Exclude yourself from the Settlement by opting out.**

22 If you are a Settlement Class Member but do not want to participate in the settlement, you may
23 exclude yourself by opting out. If you choose to opt-out, you will lose any right to participate in the
24 settlement and you will not be eligible to receive an Individual Settlement Payment. You will be free to
25 pursue any claims you may have against Defendant on your own behalf, but Class Counsel will not represent
26 you.

27 In order to opt-out, you must notify the Settlement Administrator, in writing, at the address listed
28 below. In order to be effective, your opt-out must be postmarked or delivered to the Settlement
Administrator no later than [45 days from the mailing of the Class Notice], and must be signed, contain your
full name, current home (or mailing address), the last four digits of your Social Security number, and written
affirmation of your desire to optout containing the following or substantially similar language:

"I elect to opt out of the *Walker v. Auto Brakes, Inc.* class action settlement. I understand that by
doing so, I will not be able to participate in the settlement and will not receive a share of the
settlement."

If you do not comply with these procedures, you will lose any opportunity to exclude yourself from
the settlement, you will be a Participating Settlement Class Member, will be represented by Class Counsel,
and will receive an Individual Settlement Payment. If the settlement is approved by the Court, you will be

bound by the terms of the settlement and, as set forth above, will be deemed to have released your claims against Defendants.

D. Object to the terms of the Settlement.

If you are dissatisfied with the terms of the Settlement, you may object to the Settlement. All objections and supporting papers must (a) clearly identify the case name and number (i.e., *Walker v. Auto Brakes, Inc., et al.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2022-7517), (b) include your full name, address, telephone number, (c) concisely state the grounds for your objection, including the legal and factual arguments supporting that objection, (d) identify any witness(es) you intend to call to testify at the Final Approval Hearing, (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval Hearing, (f) indicate whether you are represented by counsel and, if so, identify such counsel, (g) indicate whether you would like to appear at the Final Approval Hearing, and (h) be signed. To be timely, your objection must be mailed to the Court and the Settlement Administrator, postmarked on or before **[45 days following the mailing of the Notice]**.

You also may, but are not required, to appear and present argument at the Final Approval Hearing. Objections not timely postmarked or delivered by **[45 days after the mailing of the Notice]** may not be considered by the Court. If you file an objection that is not timely, or that does not include the information specified above, you may have no right to appear and present any argument at the Final Approval Hearing, subject to the discretion of the Court. If you file an objection, Plaintiff and Defendant have the opportunity to respond in writing to your objection no later than seven (7) calendar days before the Final Approval Hearing.

You may be represented by an attorney at the Final Approval Hearing. Any attorney who will represent an individual objecting to the settlement must file a notice of appearance with the Court and serve counsel for all parties on or before **[15 calendar days before the Final Approval Hearing]**. All objections or other correspondence must state the name and number of the case – *Walker v. Auto Brakes, Inc., et al.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2022-7517.

8. WHEN IS THE COURT HEARING AND WHAT IS IT FOR?

The Court will hold the Final Approval Hearing in the San Joaquin County Courthouse, Stockton Branch, 180 E Weber Ave., Stockton, California, 95202, on **[REDACTED]**, 2024, at 9:00 a.m. in Department **[REDACTED]**, to determine whether the settlement should be finally approved as fair, reasonable and adequate. The Court will also be asked to approve the fees and costs of the Settlement Administrator, the payment to the State of California, the Class Representative Enhancement Payment, and the fees and costs of Class Counsel. **It is not necessary for you to appear at this hearing to participate in the settlement.** If you want to be heard orally in support of or in opposition to the Settlement, either personally or through counsel, you must comply with the procedures set forth above.

9. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the Class Action and PAGA Settlement Agreement and Release. The Class Action and PAGA Settlement Agreement and Release, as well as the pleadings and other records in this litigation, including Motion for Preliminary Approval, Motion for Final Approval, and Motion for Attorneys' Fees, Costs and Service Payment, are available by accessing the Court docket in this case through the Court's website at www.sjcourts.org, or by visiting the Clerk of the Court at any time between 9:00 a.m.

1 and 5:00 p.m., Monday through Friday, excluding Court Holidays, in the Clerk's Office located at 180 E
2 Weber Ave., Stockton, California 95202.

3 If you have questions about the Settlement, you may contact Class Counsel or the Claims
4 Administrator as follows:

5 **Class Counsel**

6 William J. Gorham, Esq.
7 Robert J. Wassermann, Esq.
8 Vladimir J. Kozina, Esq.
9 Mayall Hurley P.C.
2453 Grand Canal Blvd.
Stockton, CA 95207
Telephone: (209) 477-3833

10 **Claims Administrator**

11 Walker v. Auto Brakes, Inc., et al.
12 c/o [REDACTED]
13 [REDACTED]
[REDACTED] ADDRESS
[REDACTED] CITY, STATE ZIP
Telephone: () [REDACTED]

14 **PLEASE DO NOT WRITE OR TELEPHONE THE COURT FOR INFORMATION ABOUT THE**
15 **PROPOSED SETTLEMENT OR THIS LAWSUIT.**

16 **THE COURT HAS APPROVED THIS NOTICE.**