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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE—CIVIL COMPLEX CENTER**

DANIEL HERNANDEZ, 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.

ISLANDS RESTAURANTS, L.P., a
Delaware limited partnership; ISLANDS
RESTAURANTS, LLC, a Delaware limited
liability company; ISLANDS FINE
BURGERS & DRINKS, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2023-01320258-CU-OE-CXC

Honorable Melissa McCormick
Department CX104

CLASS ACTION

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

Reservation No.:	74381391
Date:	January 30, 2025
Time:	2:00 PM
Department:	CX104
Complaint Filed:	April 19, 2023
FAC Filed:	August 30, 2024
Trial Date:	None Set

1 This matter has come before the Honorable Melissa McCormick in Department CX104 of
2 the Superior Court of the State of California, for the County of Orange, on January 30, 2025 at 2:00
3 p.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Daniel Hernandez ("Plaintiff"), individually and on
5 behalf of all others similarly situated and other aggrieved employees and Jackson Lewis P.C. appears
6 as counsel for Defendants Islands Restaurants, LLC successor in interest of Islands Restaurants, L.P.
7 ("Defendants").

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

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action Settlement Agreement and
13 Amendment No. 1 to the Class Action Settlement Agreement (together, "Settlement," "Agreement,"
14 or "Settlement Agreement"), attached as "**EXHIBIT 1-A**" and "**EXHIBIT 1-B**" to the Declaration
15 of Arman Marukyan in Support of Plaintiff's Motion for Preliminary Approval of Class Action
16 Settlement. This is based on the Court's determination that the Settlement falls within the range of
17 possible approval as fair, adequate, and reasonable.

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

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

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel Attorneys' Fees and Class Counsel Litigation Costs, Class Representative Service
3 Payment, LWDA PAGA Payment, Settlement Administration Costs, and payments to the
4 Participating Class Members and PAGA Members provided thereby, appear to be within the range
5 of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
6 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
7 preliminarily finds that the monetary settlement awards made available to the Class Members, State
8 of California, and PAGA Members are fair, adequate, and reasonable when balanced against the
9 probable outcome of further litigation relating to certification, liability, and damages issues.

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

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

22 All current and former non-exempt employees employed by Islands Restaurants,
23 LLC, successor in interest of Islands Restaurants, L.P., in California at any time
24 during the period from January 10, 2019 to the earlier of preliminary approval or
when the total number of Workweeks exceeds 332,277 by 10% (e.g., more than
365,505 Workweeks).

25 7. The Court provisionally appoints Edwin Aiwazian and Arman Marukyan of
26 Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

27 8. The Court provisionally appoints Plaintiff Daniel Hernandez as the representative
28 of the Class ("Class Representative").

1 9. The Court provisionally appoints Simpluris, Inc. (“Simpluris”) to handle the
2 administration of the Settlement (“Administrator”).

3 10. Within twenty-one (21) calendar days of the date on which the Court enters this
4 Order, Defendants shall provide the Administrator with the following information about each Class
5 Member: (1) name; (2) last known mailing address; (3) Social Security Number; (4) Workweeks
6 during the Class Period; and (5) PAGA Pay Periods during the PAGA Period (collectively referred
7 to as the “Class Data”), in conformity with the Settlement Agreement.

8 11. The Court approves, both as to form and content, the Notice of Class Action
9 Settlement (“Class Notice”), attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
10 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
11 Class Notice appears to fully and accurately inform the Class Members of all material elements of
12 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
13 Request for Exclusion, of Class Members’ right to dispute the Workweeks credited to each of them
14 by submitting a Challenge to Calculation of Workweeks, and of each Settlement Class Member’s
15 right and opportunity to object to the Class Settlement by submitting a written Objection or
16 appearing at the Final Approval Hearing to present an oral objection. The Court further finds that
17 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
18 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
19 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
20 persons entitled thereto. The Court further orders the Administrator to mail the Class Notice in
21 English and Spanish by First-Class U.S. mail to all Class Members within fourteen (14) calendar
22 days of receipt of the Class Data, pursuant to the terms set forth in the Settlement Agreement.

23 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
24 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
25 choose to be excluded from the Class Settlement by submitting a timely letter indicating a request
26 to be excluded from the Class Settlement (“Request for Exclusion”) in conformity with the
27 requirements set forth in the Class Notice, to the Administrator, postmarked no later than the date
28 which is forty-five (45) calendar days from the initial mailing of the Class Notice to Class Members

1 (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline will be
2 extended by fourteen (14) calendar days from the initial Response Deadline. Any such person who
3 timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be
4 entitled to an Individual Class Payment and will not be bound by the Class Settlement or have any
5 right to object, appeal, or comment thereon. However, all current and former non-exempt hourly
6 employees who worked for Defendants Islands Restaurants, LLC, successor in interest of Islands
7 Restaurants, L.P. in the State of California during the period from February 11, 2020 to the earlier
8 of preliminary approval or when total Pay Periods exceeds 120,195 Pay Periods by 10% (e.g., more
9 than 132,215 Pay Periods) (“PAGA Members”) will still be issued an Individual PAGA Payment,
10 regardless of whether they submitted a Request for Exclusion, if the Court grants final approval of
11 the Settlement. Class Members who have not submitted a timely and valid Request for Exclusion
12 (i.e., Participating Class Members) shall be bound by the Settlement Agreement and any final
13 judgment based thereon.

14 13. A Final Approval Hearing shall be held before this Court on
15 _____ at _____ a.m./p.m. in
16 Department CX104 of the Orange County Superior Court, located at Civil Complex Center, 751
17 West Santa Ana Blvd., Santa Ana, California 92701, to determine all necessary matters concerning
18 the Settlement, including: whether the proposed settlement of the action on the terms and conditions
19 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
20 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the
21 plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable
22 to the Class Members, State of California, and PAGA Members; and determine whether to finally
23 approve the requests for the Class Counsel Attorneys’ Fees and Class Counsel Litigation Costs,
24 Class Representative Service Payment, and Settlement Administration Costs.

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1 14. Class Counsel shall file a motion for final approval of the Settlement and for
2 Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs, along
3 with the appropriate declarations and supporting evidence, including the Administrator's
4 declaration, by _____, to be heard
5 at the Final Approval Hearing.

6 15. To object to the Class Settlement, a Participating Class Member must submit a
7 timely written objection ("Objection") to the Administrator, postmarked on or before the Response
8 Deadline. The Objection must be signed and must contain the information that is required, as set
9 forth in the Class Notice, including and not limited to the grounds for the objection. Participating
10 Class Members may also present their objection orally at the Final Approval Hearing, irrespective
11 of whether they submit an Objection.

12 16. The Settlement is not a concession or admission and shall not be used against
13 Defendants as an admission or indication with respect to any claim of any fault or omission by
14 Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any
15 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
16 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
17 deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to,
18 evidence of a presumption, concession, indication or admission by Defendants of any liability, fault,
19 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
20 implementation, interpretation, or enforcement of the Settlement.

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

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

5 **IT IS SO ORDERED.**

6
7 Dated: _____

By:

The Honorable Melissa McCormick
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Daniel Hernandez v. Islands Restaurants, L.P., et al.,
Superior Court of the State of California for the County of Orange
Case No. 30-2023-01354916-CU-OE-CXC

This notice is to the following individuals in connection with a pending class action settlement:

“Class” or “Class Member(s)” means all individuals currently or formerly employed by Islands Restaurants, LLC, successor in interest of Islands Restaurants, L.P., (collectively “Defendants”) in California as hourly, non-exempt employees during the Class Period from January 10, 2019, through ----, or the date of preliminary approval, whichever is earlier.

*Read this notice carefully. Your legal rights could be affected whether you act or not.
This Notice is court approved. This is not a solicitation from an attorney.*

The Superior Court of the State of California for the County of Orange (the “Court”) has preliminarily approved this class and representative action lawsuit filed by Daniel Hernandez (“Class Representative”) against Defendants for alleged wage and hour violations (the “Lawsuit”).

The Lawsuit is based on various causes of action: (1) meal period violations, (2) rest period violations, (3) untimely payment of wages, (4) failure to pay wages, (5) failure to pay overtime, (6) wage statement violations, (7) waiting time penalties, (8) unfair competition, and (9) civil penalties under the Private Attorneys General Act, Labor Code section 2698 *et seq.* (“PAGA”). Defendants deny all claims and maintains they have fully complied with the law.

To avoid the burden, expense, and risk of further litigation, the Parties have agreed to settle the claims alleged as to Class Representative and other employees of Defendants as further discussed below. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiff solely because of the risk and expense of continued litigation.

By granting preliminary approval of the settlement, the Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, though any final determination of those issues will be made at the Final Approval Hearing.

Defendants’ records reflect you worked **[[Individual Workweeks]]** eligible Workweeks during the Class Period of January 10, 2019, through ----. Based on this information, your Individual Class Payment is estimated to be \$**[[Individual Class Payment]]** (less any applicable state and federal withholdings). The actual amount you may receive will likely be different and will depend on multiple factors, such as how many other individuals decide to opt out.

Defendants' records reflect you worked **[[Individual PAGA Pay Periods]]** eligible PAGA Pay Periods during the PAGA Period of February 11, 2020, through **-----**. Based on this information, your Individual PAGA Payment is estimated to be \$**[[Individual PAGA Payment]]**.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.
OPT OUT	You may opt out of the Settlement by submitting a Request for Exclusion form. If you opt out, you may not object to the Settlement, you will not receive an Individual Class Payment, and you shall not be bound by the release provisions in the settlement. You cannot opt-out of the release of the PAGA claim. If you are a PAGA Member, you will receive Individual PAGA Payment regardless of whether you opt-out.
OBJECT	You may object to the Settlement by submitting a written objection. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment. In such case, you will be bound by the release provisions in the settlement. You cannot object to the release of the PAGA claim.

The Court's final approval hearing is scheduled to take place on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Department CX105 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd, Santa Ana, CA 92701. You do not have to attend but you do have the right to appear. *For more information, please carefully read this notice.*

1. WHAT IS THE ACTION ABOUT?

The Class Representative is a former employee of Defendants. The Class Representative alleges Defendants violated California labor and employment laws as follows: (1) meal period violations, (2) rest period violations, (3) untimely payment of wages, (3) failure to pay wages, (4) failure to pay overtime, (5) wage statement violations, (6) waiting time penalties, (7) unpaid sick leave, (8) unpaid tips, (9) failure to provide days of rest, (10) record keeping violations, (11) unreimbursed business expenses, (12) unfair competition, and (13) civil penalties under the Private Attorneys General Act. Plaintiff is represented by Lawyers for Justice, PC ("Class Counsel.")

Defendants deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT ARE PROPOSED SETTLEMENT TERMS?

At the Final Approval Hearing, the Class Representative, through Class Counsel, will ask the Court to approve a Gross Settlement Amount of \$2,500,000.00, and authorize the following deductions: Class Representative Service Payment (\$15,000.00), Class Counsel Attorneys' Fees in the amount of thirty-five percent (35%) of the Gross Settlement (\$875,000.00), Class Counsel Litigation Costs (not to exceed \$50,000.00), the PAGA Payment (\$1,000,000), and the Administration Expenses to be paid to the third-party settlement administrator (not to exceed \$39,000.00).

After making the above deductions in amounts approved by the Court, the Administrator will calculate and distribute Individual Class Payments to Participating Class Members based on their Class Period Workweeks. Twenty percent (20%) of each Individual Class Payment shall constitute taxable wages ("Wage Portion") and eighty percent (80%) shall constitute interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Administrator will also calculate and distribute Individual PAGA Payments to PAGA Members based on the PAGA Pay Periods. One hundred percent (100%) of the Individual PAGA Payments shall constitute penalties.

Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments and Individual PAGA Payments on IRS 1099 Forms.

You will be treated as a Participating Class Member, participating fully in the settlement, unless you submit a signed Request for Exclusion by [[Response Deadline]] (the "Response Deadline").

After the Judgment is final, Participating Class Members will be legally barred from asserting any of the claims released under the settlement, as follows:

Release by Participating Class Members: Upon entry of final judgment and funding of the Gross Settlement Amount and the associated employer payroll taxes, the Released Parties shall be entitled to a release from the Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, of all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the *Daniel Hernandez v. Islands Restaurants, L.P.*, Orange County Superior Court, Case No. 30-2023-01320258-CU-OE-CXC, action which occurred during the Class Period including the failure to pay wages, the failure to pay overtime compensation, the failure to provide meal periods, the failure to provide rest periods, the failure to maintain or provide accurate itemized statements, the failure to maintain records, the failure to timely pay wages, the failure to pay wages due to discharged or quitting employees, the failure to reimburse for necessary business expenses, and any other claims whatsoever that were or could have been alleged in the *Daniel Hernandez v. Islands Restaurants, L.P., et al.* Case No. 30-2023-01354916-CU-OE-CXC complaint, including without limitation all related claims for restitution and other equitable relief under Business and Professions Code § 17200, conversion, liquidated damages, punitive damages, waiting-time penalties, and Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, and Code of California Civil Procedure section 1021.5; related California Code of Regulations, Title 8, Sections 11040 et seq; the applicable IWC Wage orders for the same types of violations aforementioned; and California Business & Professions Code 17200 et seq; and all other related claims and/or penalties under local, state and/or federal law that could have been asserted based on the factual allegations of the First Amended Complaint ("FAC").

Release by PAGA Members: Upon entry of final judgment and funding of the Gross Settlement Amount and associated employer payroll taxes, the Released Parties shall be entitled to a release from the State of California with respect to and on behalf of the Aggrieved Employees of all PAGA claims alleged in the Operative Complaint in the *Daniel Hernandez v. Islands Restaurants*

L.P., Case No. 30-2023-01320258-CU-OE-CXC, matter and Plaintiff's PAGA notice and Amended PAGA notice to the LWDA which occurred during the PAGA Period, which include any claims under PAGA arising out of or related to allegations set forth in the operative complaint, including but not limited to claims for failure to provide meal periods, failure to provide rest periods, failure to pay overtime wages, failure to pay minimum wage, failure to pay all wages due to discharged and quitting employees, failure to maintain required records, failure to furnish accurate itemized wage statements, failure to indemnify employees for necessary expenditures incurred in discharge of duties, failure to provide and/or pay for accrued sick leave time, failure to produce employee records, failure to provide seating accommodation, failure to timely pay wages, the failure to pay reporting time pay, and any other claims whatsoever that were or could have been alleged in this case, waiting-time penalties, and Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 233, 246, 351, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2698, et seq., 2800, 2802, and Code of California Civil Procedure section 1021.5; related California Code of Regulations, Title 8, Sections 11040 et seq.; and the applicable IWC Wage orders for the same types of violations aforementioned; and all other related claims and/or penalties under the Labor Code that could have been asserted based on the factual allegations of the Operative Complaint and PAGA and Amended PAGA Notice.

3. HOW IS MY INDIVIDUAL CLASS SETTLEMENT CALCULATED?

The number of eligible Workweeks¹ you worked during the class period are stated on the first page of this notice. The Administrator will calculate Individual Class Payments by (1) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and then (2) multiplying the result by the number of Workweeks worked by each respective Participating Class Member. In other words, you will receive a proportional recovery based on your eligible Workweeks in relation to other Class Members. Qualifying Class Members who are PAGA Members shall be paid Individual PAGA Payments on a pro rata basis based upon their respective number PAGA Pay Periods during the PAGA Period.

4. HOW CAN I CORRECT THE NUMBER OF WORKWEEKS?

You have until the Response Deadline to correct or challenge the number of Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail or email to the Administrator at the following address:

Administrator:
Simpluris, Inc.
3194-C Airport Loop Drive
Costa Mesa, CA 92626
www.simpluris.com

¹ For purposes of this Settlement, Workweeks were calculated by totaling the number of days during the Class Period during which, based on Defendant's records, you recorded at least one clock in and clock out in Defendant's timekeeping system and dividing the total number of such days by seven (7).

1 (800) 779 - 2104

The Administrator will accept Defendants' calculation of Workweeks as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address or the address in this notice is not correct, please notify the Administrator as soon as possible.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

To opt out, you must mail or email the Administrator a signed written request to be excluded from the Class Settlement, before the Response Deadline. The request to be excluded must include your full name, the last four (4) digits of your social security number, mailing address, and email address or telephone number. You cannot opt-out of the settlement and release of the PAGA Claim.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement by submitting a written objection to the Administrator before the Response Deadline. To object, please provide a written statement to the Administrator advising what you object to, why you object, and any facts that support your objection. Please sign the objection and identify the Action and include your name, current address, telephone number, and your approximate dates of employment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

You cannot object to the settlement and release of the PAGA claim.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Dept. CX105 of the Orange Superior Court, located at 751 W. Santa Ana Blvd, Santa Ana, CA 92701. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to the PAGA Payment, Class Counsel, the Class Representative(s), and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision.

Please note that Class Counsel is:

Lawyers for Justice, PC.

Attn: Arby Aiwarzian
Arman Marukyan
410 West Arden Avenue, Suite 203
Glendale, California 91203
arby@calljustice.com
arman@calljustice.com

Defense Counsel is:

Jackson Lewis P.C.
Attn: Mia Farber
725 South Figueroa Street
Suite 2500
Los Angeles, CA 90017
Mia.Farber @jacksonlewis.com

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

9. HOW CAN I GET MORE INFORMATION?

This Notice is only a summary of the Settlement.

The Settlement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Settlement, the Judgment, or any other Settlement documents is to go to the Court's website (www.occourts.org/online-services/case-access), access the Civil Case & Document Access, and search for the case using the case number at the top of this notice. You can also telephone or send an email to the Administrator, or to Class Counsel at the address above.

10. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. Funds associated with uncashed settlement checks will be distributed to Legal Aid Foundation of Los Angeles after the void date.

***PLEASE DO NOT TELEPHONE OR CONTACT THE COURT WITH QUESTIONS OR
FOR INFORMATION REGARDING THIS SETTLEMENT***