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Attorneys for Plaintiff,

EDILBERTO PAREDES, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION

(UNLIMITED JURISDICTION)

EDILBERTO PAREDES, on behalf of himself
and all others similarly situated, and the general
public, and as an “Aggrieved Employee” on
behalf of other “Aggrieved Employees” under
the Private Attorneys General Act of 2004,

Plaintiff,

vs.

HERITAGE LANDSCAPE SERVICES, INC.,
a California corporation; MICHAEL
HOOVER, an individual; and DOES 1 to 25,
inclusive,

Defendant(s).

Case No.: 37-2024-00004064-CU-OE-CTL

*[Assigned for all purposes to The Honorable
Matthew Braner, Dept. C-60]*

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

Action filed: 1/29/2024
Hearing Date: 06/13/2025
Hearing Time: 9:00 a.m.
Hearing Dept: C-60; Matthew C. Braner

1 Plaintiff Edilberto Paredes's ("Plaintiff") unopposed Motion for Preliminary Approval
2 of Joint Stipulation of Class Action and PAGA Settlement was scheduled for hearing before the
3 Court on June 13, 2025, at 9:00 a.m., before the Honorable Matthew C. Braner, Judge presiding.

4 The Court, having considered the Joint Stipulation of Class Action and PAGA
5 Settlement and Release ("Settlement"), executed by the Parties on April 8, 2025 and attached as
6 Exhibit 1 to the Declaration of Maralle Messrelian filed on May 21, 2025, and the exhibits
7 attached thereto; having considered Plaintiff's Unopposed Motion for Preliminary Approval of
8 Class Action Settlement, memorandum of points and authorities, supporting declarations filed
9 therewith, and good cause appearing thereto, HEREBY ORDERS THE FOLLOWING:

10 1. The Court grants preliminary approval of the Settlement and the Class based
11 upon the terms set forth in the Settlement filed previously. All capitalized terms used herein
12 shall have the same meaning as defined in the Settlement. The Court has determined there is
13 sufficient evidence to suggest that (a) the terms of the Settlement might be fair, adequate, and
14 reasonable to the Class and (b) the Settlement falls within the range of reasonableness and
15 appears to be presumptively valid, subject only to any objections that may be raised at the final
16 hearing and final approval by this Court. The Court will make a determination at the Final
17 Approval Hearing of whether the Settlement is fair, adequate and reasonable to the Class.

18 2. For purposes of this Order, the Class is defined as follows:

19 The "Settlement Class" or "Class Members" all current and former non-exempt,
20 hourly-paid employees who worked for Defendant Heritage Landscape Services, Inc.
21 in California at any time during the Class Period. "Class Member" means a single,
22 non-exempt, hourly-paid employee who worked for Defendant Heritage Landscape
23 Services, Inc. in California during the Class Period. "Class Period" means the time
from January 29, 2020 to January 9, 2025.

24 The Class is preliminarily certified for settlement purposes only.

25 3. The Court hereby preliminarily finds that the Settlement was the product of
26 serious, informed, non-collusive negotiations conducted at arm's length by the Parties. In
27 making this preliminary finding, the Court considered the nature of the claims set forth in the
28 pleadings, the amounts and kinds of benefits which shall be paid pursuant to the Settlement, the

1 allocation of Settlement proceeds to the Class, and the fact that the Settlement represents a
2 compromise of the Parties' respective positions. The Court further preliminarily finds that the
3 terms of the Settlement have no obvious deficiencies and do not improperly grant preferential
4 treatment to any individual Class Member. Accordingly, the Court preliminarily finds that the
5 Settlement was entered into in good faith.

6 4. The Court finds that the dates set forth in the Settlement for mailing and
7 distribution of the Class Notice meet the requirements of due process and provide the best notice
8 practicable under the circumstances, and constitute due and sufficient notice to all persons
9 entitled thereto, and directs the mailing of the Class Notice by first class mail to the Class as set
10 forth in the Settlement. Accordingly, the Court orders the following implementation schedule for
11 further proceedings:

12 a. Within twenty (20) calendar days following the date of this Preliminary
13 Approval Order, Defendant shall provide Phoenix Settlement Administrators, the appointed
14 Settlement Administrator, the Class List with the following information about each Class
15 Member: (1) full name; (2) most recent mailing address and telephone number; (3) Social
16 Security Number; (4) dates of employment; (5) the respective number of Workweeks that each
17 Class Member worked during the Class Period and the number of PAGA Pay Periods worked
18 during the PAGA Period.

19 b. Within ten (10) calendar days after the receipt of the Class List, the
20 Settlement Administrator shall be responsible for calculating the estimated payouts to the Class
21 Members assuming all Class Members participate in the Settlement. The duties of the Settlement
22 Administrator are stated in paragraphs 34 and 60 the Settlement.

23 c. Within ten (10) calendar days after the receipt of the Class List, the
24 Settlement Administrator shall mail the Class Notice to all Class Members pursuant to the terms
25 of the Settlement, by First Class regular U.S. mail. Prior to mailing, the Settlement Administrator
26 will perform a search based on the National Change of Address Database for information to
27 update and correct any known or identifiable address changes.
28

1 d. Within forty-five (45) calendar days following the mailing of the Class
2 Notice, all requests to be excluded from the Settlement must be returned to the Settlement
3 Administrator postmarked by U.S. Mail, as set forth in the Settlement. Those Class Members
4 who receive a re-mailed Class Notice, will have either (a) fifteen (15) calendar days from the
5 date of re-mailing or (b) until the Response Deadline, whichever is later, to submit a Request for
6 Exclusion. The Settlement Administrator shall file a declaration concurrently with the filing of
7 any motion for final approval of the Settlement authenticating a copy of every Request for
8 Exclusion received by the Settlement Administrator.

9 e. Within forty-five (45) calendar days following the mailing of the Class
10 Notice, all written objections to the Settlement should be mailed to the Settlement Administrator
11 and should state the basis for the objection. Those Class Members who receive a re-mailed Class
12 Notice, will have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until the
13 Response Deadline, whichever is later, to submit an objection to the Settlement. The Settlement
14 Administrator shall forward a copy of the objection to counsel for the parties within two (2)
15 business days of receipt. The Settlement Administrator shall file a declaration concurrently with
16 the filing of any motion for final approval of the Settlement authenticating a copy of every
17 Notice of Objection received by the Settlement Administrator. The Court will consider any
18 written or oral objections or comments from Class Members at the time of the Final Approval
19 Hearing, as set forth in the Class Notice. Class Members may appear at the final approval
20 hearing to be heard on their objections, even if they have not previously served a written
21 objection.
22

23 5. The Court approves, as to form and content, the Notice of Class Action
24 Settlement, attached as Exhibit A to this Order. The Court also approves the procedure for
25 members of the Class to object to the Settlement set forth in the Class Notice.

26 6. The Court approves, for settlement purposes only, Maralle Messrelian of MM
27 Law, APC as Class Counsel.
28

7. The Court approves, for settlement purposes only, Plaintiff Edilberto Paredes as the Class Representative.

8. The Court approves Phoenix Settlement Administrators as the Settlement Administrator and orders Phoenix Settlement Administrators to perform the duties described in Paragraph 4 and its subparts.

9. A Final Approval Hearing shall be held at _____ a.m./p.m. on _____, 2025 in Department C-60 of the Superior Court for the State of California, County of San Diego, located at 330 W. Broadway, San Diego, CA 92101, to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Order, and to consider the application of Class Counsel for an award of reasonable attorneys' fees and costs incurred and the Class Representative Enhancement Payment. All briefs and materials in support of the Motion Final Approval of Class Action Settlement and Attorneys' Fees and Costs shall be filed with this Court sixteen (16) court days prior to the final approval hearing.

10. If for any reason the Court does not execute and file an Order of Final Approval and Judgment, or if the Final Effective Date, as defined in the Settlement, does not occur for any reason, the proposed Settlement that is the subject of this Order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement.

11 The Court expressly reserves the right to adjourn or continue the Fairness Hearing from time to time without further notice to members of the Class. The Settlement Administrator shall give prompt notice of any continuance to Class Members who object to the Settlement.

IT IS SO ORDERED.

Date: _____, 2025

Honorable Matthew C. Braner
Judge of the San Diego Superior Court

EXHIBIT A

Edilberto Paredes v. Heritage Landscape Services, Inc., et al., Case No. 37-2024-00004064-CU-OE-CTL
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN DIEGO
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who worked for Defendant Heritage Landscape Services, Inc. (“Defendant”) as non-exempt, hourly paid employees in California at any time during the period from January 29, 2020 to January 9, 2025. (“Class Members”).

All persons who worked for Defendant Heritage Landscape Services, Inc. as non-exempt, hourly paid employees in California at any time during the period of September 27, 2022 to January 9, 2025 (“PAGA Members”).

On [REDACTED], the Honorable Matthew C. Braner of the San Diego County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] :00 .m. on [REDACTED], 2025 in Department C-60 of the San Diego County Superior Court – Hall of Justice located at 330 West Broadway, San Diego, CA 92101.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don’t want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement.
The Opt-out Deadline is [DATE]	You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [DATE] in Department C-60 of the San Diego County Superior Court – Hall of Justice located at 330 West Broadway, San Diego, CA 92101. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiff Edilberto Paredes, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendant Heritage Landscape Services, Inc. violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On November 1, 2024 and January 9, 2025, the parties participated in a mediation with Kelly Knight, Esq., an experienced and well-respected mediator. With Mr. Knight’s guidance, the parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Maralle Messrelian, Esq. of MM Law, APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, Defendant is 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. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$500,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of \$10,000 to Edilberto Paredes for his services on behalf of the class, and for a release of all claims arising out of his employment with Defendant; (3) \$166,666.67 in attorneys’ fees and up to \$13,000 in litigation costs and expenses; (4) a \$20,000 settlement of claims under the Labor Code Private Attorneys General Act of

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

2004 (“PAGA”), inclusive of a \$15,000 payment to the California Labor and Workforce Development Agency (“LWDA”) in connection with the PAGA, and a \$5,000 payment (“PAGA Fund”) to all PAGA Members; and (5) reasonable Settlement Administrator’s fees and expenses currently estimated at \$10,000. After deducting the above payments, a total of approximately \$280,333.33 will be allocated to Class Members who do not opt out of the Settlement Class (“Net Settlement Fund”). Additionally, all PAGA Members will receive a proportional share of the \$5,000 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from January 29, 2020 to January 9, 2025 (“Class Period”) and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member’s estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the “Workweek Value.” Each Class Member’s share of the Net Settlement Fund will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member’s share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant’s records, you worked during the Class Period in a non-exempt position for a total of [redacted] Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ [redacted].

Payments from PAGA Fund. Defendant will calculate the total number of Pay Periods worked by each PAGA Member from September 27, 2022 to January 9, 2025 (“PAGA Period”) and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member’s estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods during the PAGA Period, resulting in the “PAGA Pay Period Value.” Each PAGA Member’s share of the PAGA Fund will be calculated by multiplying each individual PAGA Member’s total number of Pay Periods by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

According to Defendant’s records, you worked during the PAGA Period in a non-exempt position for a total of [redacted] Pay Periods. Accordingly, your estimated payment from the PAGA Fund is approximately \$ [redacted].

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$ [redacted]. If you believe the Workweek or Pay Period information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

c/o [redacted]

Fax No. [redacted]

If you dispute the information stated above, Defendant’s records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 10% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 90% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims, and if you are also a PAGA Member, the Released PAGA Claims:

Released Class Claims: Any and all claims, rights, demands, liabilities, and causes of action, reasonably arising from, or reasonably related to, the same set of operative facts as those set forth in the operative Complaint in the Action during the Class Period, including without limitation with respect to the following claims: (a) failure to pay all wages earned for all hours worked at the correct rates of pay, including for minimum, regular, overtime, and doubletime wages; (b) failure to authorize or permit rest periods; (c) failure to authorize or permit meal periods; (d) failure to indemnify employees for employment related losses and expenditures; (e) failure to provide accurate itemized wage statements; (f) failure to pay wages when employment ends; (g) failure to provide sick pay; and (h) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; (i) violation of or claims under the following sections of the California Labor Code, sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; and (j) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law.

Released PAGA Claims: Any and all claims, demands, rights, liabilities and causes of action under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that were alleged, or reasonably could have been alleged, based on the same facts alleged in the Operative Complaint, the PAGA Notice (and any amendments thereto) and ascertained in the course of the Action, arising during or with respect to the PAGA Period. The Released PAGA Claims will forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and future lawsuits maintained by either the LWDA or PAGA Members for any and all of the Released PAGA Claims.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or faxed not later than _____, 2025. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2025, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than _____ 2025. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Los Angeles and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case.

For the settlement's complete terms and conditions, please consult the detailed Joint Stipulation of Class Action Agreement which is attached as Exhibit 1 to the Declaration of Maralle Messrelan in support of the Motion for Preliminary Approval of Class Action Settlement filed on [date of filing]. The settlement documents and other pleadings and documents on file with the Court may be viewed electronically on the Settlement Administrator's website at [insert website name]. You can also access the San Diego County Superior Court's Online Services at <https://www.sdcourt.ca.gov/sdcourt/civil2>, or by visiting the Clerk's Office at the San Diego County Superior Court – Hall of Justice, 330 W. Broadway, Room 225 San Diego, CA 92101, between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. (For more information on reservations for in-person services, please visit the San Diego Superior Court's website at <https://www.sdcourt.ca.gov>).

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

All other inquiries by Class Members regarding this Class Notice and/or the Settlement can be directed to the Settlement Administrator, Phoenix Class Action Administration Solutions, toll free at 1-***-***-****.

In addition, contact information for Class Counsel, as well as Defendant's attorneys, are as follows:

<u>Counsel for the Class and Plaintiff</u>	<u>Counsel for Defendant Heritage Landscape Services, Inc.</u>
Maralle Messrelian MM LAW, APC 500 N. Brand Blvd., Suite 2000 Glendale, California 91203 Telephone: (818) 810-7747	Jeffrey J. Gordon YOKA SMITH, LLP 445 South Figueroa St., 38th Floor Los Angeles, California 90071 Telephone: (213) 427-2300

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******